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

July 21, 2026
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.

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

3. The City Council will meet for a Conference with Legal Counsel – Anticipated Litigation, pursuant to Gov. Code § 54956.9(d): (two (2) cases).

4. The City Council will meet to confer regarding Real Property Negotiations under Government Code § 54956.8:

    1. Property: 012-061-001; 012-061-009; 012-061-010; 012-061-018 Negotiator(s): Brian Ring, City Administrator, David Ritchie, Asst. City Attorney. Negotiating Parties: Pioneer Collision Center. Under Negotiation: price.

OPEN SESSION

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

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

1. BLESSINGS PLAQUE FOR CITY COUNCIL

Ron La Gatta of Raven Ministries has requested to present each Oroville City Council Member a Blessings Plaque.

ACTION REQUESTED -

RECEIVE 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 - 5** 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 THE LAKE OROVILLE AREA GARDEN CLUB FOR THEIR OUTSTANDING VOLUNTEER SERVICE TO THE CITY OF OROVILLE

The City Council shall consider adopting a resolution recognizing and commending the Lake Oroville Garden Club for its outstanding volunteer service, beautification efforts, and enduring contributions to the City of Oroville.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9470 – A RESOLUTION RECOGNIZING AND COMMENDING THE LAKE OROVILLE GARDEN CLUB FOR ITS OUTSTANDING VOLUNTEER SERVICE, BEAUTIFICATION EFFORTS, AND ENDURING CONTRIBUTIONS TO THE COMMUNITY.

2. 2024 HOME INVESTMENT PARTNERSHIP APPLICATION

The City Council may consider the submittal of an application to the State Department of Housing and Community Development (HCD) for the 2024 HOME Investment Partnerships Program (HOME) in the amount of $1,000,000 for First Time Homebuyer (FTHB) and Owner-occupied Rehabilitation (OOR) activities ($500,000 FTHB and $500,000 OOR).

In addition, Council may consider revising the 2025 HOME Program Income Only grant application and resolution that was approved by Council on December 16, 2025, to include both FTHB and OOR and to increase the overall application from $2,000,000 to $2,022,636.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9471 -AUTHORIZING THE SUBMITTAL OF 2024 HOME 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; AND

AMEND RESOLUTION NO. 9427 -AUTHORIZING THE SUBMITTAL OF HOME 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.

3. ADOPTION OF HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) OWNER-OCCUPIED (OOR) REHABILITATION LOAN PROGRAM GUIDELINES

The City Council shall consider authorizing the adoption of the HOME Program Guidelines for the Owner-Occupied Rehabilitation Loan Program.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9472 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE HOME INVESTMENT PARTNERSHIP (HOME) OWNER-OCCUPIED REHABILITATION PROGRAM GUIDELINES.

4. PROFESSIONAL SERVICES AGREEMENT WITH NHA ADVISORS, LLC FOR CONTINUED FINANCIAL ADVISOR SERVICES

The City Council shall consider the renewal of the professional services agreement (A-3591) with NHA Advisors, LLC, for financial advisor services.

ACTION REQUESTED -

APPROVE THE CONSULTING AGREEMENT (A-3591) WITH NHA ADVISORS, LLC.

5. APPROVAL OF THE JULY 7, 2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the regular meeting minutes of the July 7, 2026 City Council meeting.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

6. OROVERDE ENERGY INITIATIVE UPDATE

Staff has continued evaluating opportunities to provide competitively priced energy within the City through the newly created OroVerde public utility. Following technical and financial analyses conducted by NewGen Solutions, staff has concluded that development of a traditional municipal electric utility utilizing existing transmission and distribution infrastructure or by installing new parallel lines is not financially feasible in current markets where electricity is currently being provided by an Investor-Owned Utility (IOU), under current market and regulatory conditions.

While that approach is not recommended at this time, staff has identified an alternative path that may support economic development through the delivery of off-grid energy systems serving new greenfield development (new development/project). Staff is currently working with an energy provider and project developer to further evaluate this concept.

ACTION REQUESTED -

RECEIVE AND FILE THE UPDATE REGARDING THE OROVERDE ENERGY INITIATIVE.

7. AGREEMENT WITH CIVICPLUS RECREATION MANAGEMENT SYSTEM FOR FACILITY RENTAL AND PAYMENT PROCESSING SERVICES

The City Council shall consider approving an agreement with CivicPlus for implementation of their Recreation Management System. The software will support program registration, facility reservations, digital document management, payment processing, and improved public access to recreation services.

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CIVICPLUS STATEMENT OF WORK (QUOTE #Q-116069-1).

8. APPOINTMENT OF A THREE-MEMBER AD HOC COMMITTEE FOR DEVELOPMENT OF DRAFT RESPONSE TO 2025/26 BUTTE COUNTY GRAND JURY REPORT

The City Council shall consider appointing three Council Members to work with City Administrator and City Attorney in the development of a draft response to the findings and recommendations of the 2025/26 Butte County Grand Jury report related to the City of Oroville (*City of Oroville, Good Intentions Gone Awry*).

ACTION REQUESTED –

APPOINT 3 MEMBERS OF THE CITY COUNCIL TO AN AD HOC COMMITTEE TO REVIEW THE SECTION OF THE 2025/26 BUTTE COUNTY GRAND JURY REPORT APPLICABLE TO THE CITY OF OROVILLE (*CITY OF OROVILLE, GOOD INTENTIONS GONE AWRY*) AND DRAFT A RESPONSE TO THE FINDINGS AND RECOMMENDATIONS FOR THE FULL CITY COUNCIL TO CONSIDER.

9. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT

ASSESSMENT DISTRICT, ZONES 1, 2, 3, 4, 6-8

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2026/27.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9473 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND

AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT. IT IS PROPOSED THAT THERE BE NO ASSESSMENTS CHARGED TO PROPERTIES WITHIN THE CBAD FOR FISCAL YEAR 2026/27 DUE TO A MINIMAL AMOUNT OF EXPENDITURES THROUGH THE PREVIOUS YEAR.

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

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2026/27.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9474 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND

AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT. IT IS PROPOSED THAT THERE BE NO ASSESSMENTS CHARGED TO PROPERTIES WITHIN THE CBAD FOR FISCAL YEAR 2026/27 DUE TO A MINIMAL AMOUNT OF EXPENDITURES THROUGH THE PREVIOUS YEAR.

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

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2026/27.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9475 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND

AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT.

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

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2026/27.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9476 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND

AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org
-

13. 5:00PM - UPDATE OF USER AND REGULATORY FEES

The City Council shall conduct a public hearing and may consider the adoption of the attached resolution updating and establishing user and regulatory fees.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9477 ADJUSTING AND ESTABLISHING USER AND REGULATORY FEES.

14. **5:00PM - FIRST READING OF ORDINANCE NO. 1899 AMENDING OROVILLE MUNICIPAL CODE 17.48 WITH A NEW ENTREPRENEUR-FRIENDLY FEE INCENTIVE PROGRAM**

The City Council shall conduct a public hearing and consider an incentive fee policy recommended by the citizen Ad Hoc Business Advocacy Committee that encourages new businesses to re-use the city's vacant commercial spaces.

ACTIONS REQUESTED –

1. FIRST READING OR WAIVER OF THE FIRST READING OF THE ORDINANCE AND CONDUCT A PUBLIC HEARING; AND

2. PROVIDE DIRECTION TO STAFF REGARDING EDITS TO DRAFT ORDINANCE AND SCHEDULING OF THE SECOND READING AND ADOPTION.

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. **2nd Quarter 2026 - Butte County Mosquito and Vector Control District Newsletter**
   - ii. **Housing and Community Services Monthly Report – June 2026**
   - iii. **Butte County Airport Zoning Alignment Project Correspondence**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on August 4, 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: **VICE MAYOR AND COUNCIL MEMBERS**

FROM: **MAYOR DAVID PITTMAN**

RE: **BLESSINGS PLAQUE FOR CITY COUNCIL**

DATE: **JULY 21, 2026**

SUMMARY

Ron La Gatta of Raven Ministries has requested to present each Oroville City Council Member a Blessings Plaque.

DISCUSSION

Ron La Gatta of Raven Ministries has requested to present each Oroville City Council Member a Blessings Plaque.

FISCAL IMPACT

None.

ACTION REQUESTED -

RECEIVE FOR INFORMATION.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **VICE MAYOR & COUNCIL MEMBERS**

FROM: **MAYOR PITTMAN**

RE: **RESOLUTION RECOGNIZING THE LAKE OROVILLE AREA GARDEN CLUB FOR THEIR OUTSTANDING VOLUNTEER SERVICE TO THE CITY OF OROVILLE**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider adopting a resolution recognizing and commending the Lake Oroville Garden Club for its outstanding volunteer service, beautification efforts, and enduring contributions to the City of Oroville.

DISCUSSION

For many years, the Lake Oroville Garden Club has partnered with the City of Oroville to enhance the beauty of public spaces through volunteer service, donations, and horticultural expertise. Club members have collectively contributed more than 2,000 volunteer hours maintaining planters, planting seasonal flowers, and assisting with beautification projects throughout the community.

Their continued dedication has improved the appearance of parks, streetscapes, civic facilities, and other public gathering spaces while fostering civic pride and creating a welcoming environment for residents and visitors alike.

The City Council has historically recognized organizations and individuals whose volunteer efforts significantly benefit the community. Adoption of the proposed resolution formally acknowledges the Lake Oroville Garden Club's longstanding commitment to beautifying Oroville and expresses the City's appreciation for its continued partnership.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9470 – A RESOLUTION RECOGNIZING AND COMMENDING THE LAKE OROVILLE GARDEN CLUB FOR ITS OUTSTANDING VOLUNTEER SERVICE, BEAUTIFICATION EFFORTS, AND ENDURING CONTRIBUTIONS TO THE COMMUNITY.

ATTACHMENTS

Resolution No. 9470

CITY OF OROVILLE

RESOLUTION NO. 9470

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECOGNIZING AND COMMENDING THE LAKE OROVILLE GARDEN CLUB FOR ITS OUTSTANDING VOLUNTEER SERVICE, BEAUTIFICATION EFFORTS, AND ENDURING CONTRIBUTIONS TO THE COMMUNITY

WHEREAS, the City Council of the City of Oroville recognizes that a beautiful, welcoming, and well-maintained community enhances civic pride, improves quality of life, and creates a positive first impression for residents and visitors alike; and

WHEREAS, for many years, the Lake Oroville Garden Club has generously donated over 2,000 volunteer hours, professional expertise, plants, flowers, and resources to beautify public spaces throughout the City of Oroville; and

WHEREAS, through the dedicated care of City planters, seasonal flower displays, landscaped public areas, and beautification projects, the members of the Lake Oroville Garden Club have helped create an inviting atmosphere that reflects the pride and character of our community; and

WHEREAS, these volunteer efforts have enhanced parks, streetscapes, civic facilities, and public gathering places while inspiring residents, businesses, and visitors to appreciate the natural beauty and charm of Oroville; and

WHEREAS, the City of Oroville deeply values the partnership between the Lake Oroville Garden Club and City staff, whose collaborative efforts have significantly contributed to creating an attractive and welcoming environment that benefits the entire community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oroville hereby expresses its sincere appreciation and gratitude to the Lake Oroville Garden Club for its exceptional volunteer service, generous donations, and unwavering dedication to beautifying the City of Oroville.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oroville at a regular meeting held this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____

David Pittman, Mayor

_____

David Ritchie, Asst. City Attorney

_____

Kayla Reaster, Asst. City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, DIRECTOR HOUSING AND COMMUNITY SERVICES**

RE: **2024 HOME INVESTMENT PARTNERSHIP APPLICATION**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider the submittal of an application to the State Department of Housing and Community Development (HCD) for the 2024 HOME Investment Partnerships Program (HOME) in the amount of $1,000,000 for First Time Homebuyer (FTHB) and Owner-occupied Rehabilitation (OOR) activities ($500,000 FTHB and $500,000 OOR).

In addition, Council may consider revising the 2025 HOME Program Income Only grant application and resolution that was approved by Council on December 16, 2025, to include both FTHB and OOR and to increase the overall application from $2,000,000 to $2,022,636.

DISCUSSION

The State Department of Housing and Community Development made available a Notice of Funding Availability (NOFA) for Program Income only Applications on December 30, 2024, amended on February 11, 2025, and amended a second time on January 21, 2026, with the submittal dates continuous until they become exhausted, or through December 31, 2026.

The HOME application offers the following eligible activities:

Project Activities

A) Rental Projects
- Rental New Construction Projects,
- Rental Rehabilitation Projects,
- Rental Acquisition Projects.

B) First-Time Homebuyer (FTHB) Projects

- New Construction or acquisition/rehabilitation/conversion to develop homes on specific sites,
- All (100 percent) of the HOME investment rolls over to permanent financing to provide mortgage assistance.

Program Activities

- Acquisition-only Down Payment Assistance,
- Infill New Construction,
- Owner-Occupied Rehabilitation (OOR) Program,
- Tenant Based Rental Assistance.

Below is the recommended funding request from the 2024 HOME Application ($1,000,000).

Use of Funds	**Amount**
General Administration	$12,500
Activity Delivery-FTHB	$29,754
Loans-FTHB	$457,746
Total FTHB	**$500,000**
General Administration	$12,500
Activity Delivery-OOR	94,354
Loans-OOR	$393,146
Total OOR	**$500,000**
Total 2024 Grant	**$1,000,000**

Additionally, staff is requesting council approve amending the budget and the resolution for the 2025 HOME program income only application that was approved by Council on December 16, 2025, to include Owner-occupied Rehabilitation and to increase the budget by $22,636, then to split the budget evenly to FTHB and OOR in the amount of $1,011318 each.

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 the activities.

ACTION(S) REQUESTED -

1. **ADOPT RESOLUTION NO. 9471 -AUTHORIZING THE SUBMITTAL OF 2024 HOME 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; AND**

2. **AMEND RESOLUTION NO. 9427 -AUTHORIZING THE SUBMITTAL OF HOME 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.**
3.

ATTACHMENTS

Resolution No. 9471
Resolution No. 9427-1

GOVERNING BOARD RESOLUTION

RESOLUTION NO. 9471_

THE GOVERNING BOARD OF

City of Oroville

HEREBY AUTHORIZES: Submittal of an application to the California Department of Housing and Community Development for a NOFA grant and the authority to expend Program Income, Recaptured Funds, and Program Income Administrative Funds (hereinafter collectively "PI Funds") under the HOME Investment Partnerships Program (HOME); and if approved, 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 30, 2024, 1st amendment on February 11, 2025, and 2nd amendment on January 21, 2026,* the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").

C. In response to the NOFA, The City of Oroville a *municipal corporation* (the "Applicant") wishes to apply to the Department for and receive an allocation of HOME funds.

D. Applicant is in possession of $1,672,636 of HOME PI Funds derived from payments, payoffs, and/or residual receipts from prior Department-funded HOME loans(s) made by Applicant, and anticipates receipts as high as $350,000 of additional HOME Program Income and/or Recaptured Funds in the next four years, of which $0 is requested to be awarded by the Department for the project or activity(ies) specified below, and for HOME administrative costs.

IT IS NOW THEREFORE RESOLVED THAT:

1. In response to the above-referenced HOME NOFA, the Applicant shall submit an Application to the Department to participate in the HOME program for a grant allocation of funds not to exceed One Million Dollars ($1,000,000), plus an allocation of HOME PI funds not to exceed Zero Dollars ($0.00) for the following activities and/or programs:

First Time Homebuyer Program $500,000
Owner-occupied rehabilitation Program $500,000

to be located in City limits 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 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 Director of Housing and Community Services, 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__21st__ DAY OF __July__ 2026.

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.

_____	_____	_____
Name	Signature	Date

GOVERNING BOARD RESOLUTION

RESOLUTION NO. 9427-1_

THE GOVERNING BOARD OF

City of Oroville

HEREBY AUTHORIZES: Submittal of an application to the California Department of Housing and Community Development ("HCD") for authority to expend HCD HOME Program Income, Recaptured Funds, and Program Income Administrative Funds (hereinafter collectively "PI Funds") under the HOME Investment Partnerships Program (HOME); and if approved, the execution of a Standard Agreement, any amendments thereto, and of any related documents necessary to participate in the HCD 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. _The City of Oroville_ a municipal corporation *of the State of California* (the "Applicant"), is in possession of $ 1,672,636 of HOME Program Income and recaptured funds derived from payments, payoffs, and/or residual receipts from prior Department-funded HOME loans(s) made by Applicant, and anticipates receipts as high as $350,00 of additional HOME Program Income and/or Recaptured Funds in the next four (4) years, of which $ 2,022,636 is requested to be awarded by the Department for the project or activity(ies) specified below.

IT IS NOW THEREFORE RESOLVED THAT:

1. The Applicant shall submit an Application to the Department to participate in the HOME program with an allocation of HOME PI funds not to exceed Two Million Twenty-Two Thousand Six Hundred Thirty-Six_ Dollars ($2,022,636.00_) for the following activities and/or programs:

First Time Homebuyers Mortgage Subsidy Assistance
Owner-Occupied Rehabilitation Program Assistance

to be located in the City limits of the City of Oroville

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 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 _Director of Housing and Community Services , 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 _21st_ DAY OF __July__ 2026, BY THE FOLLOWING VOTE:

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.

_____	_____	_____
Name	Signature	Date

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, DIRECTOR HOUSING AND COMMUNITY SERVICES**

RE: **ADOPTION OF HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) OWNER-OCCUPIED (OOR) REHABILITATION LOAN PROGRAM GUIDELINES**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider authorizing the adoption of the HOME Program Guidelines for the Owner-Occupied Rehabilitation Loan Program.

DISCUSSION

Staff if seeking authorization to adopt program guidelines for a potential new funding source for the City of Oroville's Owner-Occupied Rehabilitation Program. The City of Oroville has long been funded by HOME for First Time Homebuyer activities but has never utilized this funding source to fund the City's Owner-occupied Rehabilitation Program. Historically, this funding source for OOR was more difficult to administer, but now that grant funding is more competitive, staff feels that we should utilize all resources available to fund our programs. Additionally, staff is confident that our current Program Analyst is well versed in the program to be able to navigate the rules and regulations associated with this program.

Program Guideline highlights include:

- Eligible applicants must earn equal to or less than 80% of the area median income.
- Eligible properties must be owner-occupied and will be verified annually.
- All repair work will meet local building code standards.
- The maximum loan amount is $100,000. However, with Housing Loan Advisory Approval, the maximum subsidy assistance may not exceed the County maximum HOME per-subsidy limits if the full cost of rehabilitation/reconstruction work is needed to comply with State and local codes and ordinances.
- Deferred loan payment of 3% simple interest per year, secured by a deed of trust, with no payback required for 30 years. After the 10th anniversary of the loan, interest

will no longer accrue for the remainder of the loan term and is forgiven after the 20th year. The principal cannot be forgiven.

FISCAL IMPACT

No General Fund impacts.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9472 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE HOME INVESTMENT PARTNERSHIP (HOME) OWNER-OCCUPIED REHABILITATION PROGRAM GUIDELINES.

ATTACHMENTS

1. Resolution No. 9472
2. HOME OOR Program Guidelines

CITY OF OROVILLE
RESOLUTION NO. 9472

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) OWNER-OCCUPIED REHABILITATION (OOR) PROGRAM GUIDELINES.

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

1. The Oroville City Council hereby authorizes the adoption of the HOME Investment Partnership (HOME) Owner-Occupied (OOR) Rehabilitation Program. A copy of the HOME OOR Loan Program Guidelines has been attached hereto as Exhibit "A".

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on July 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

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~~NAME OF STATE RECIPIENT~~City of Oroville

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SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAM~~S~~

(HOME, ~~CDBG, CalHome~~)

PROGRAM DESIGN AND PROCESS



HCD Version August 9, 2024

~~**CalHome Approved (date)**~~
~~**CDBG Approved (date)**~~
HOME Approved (date)

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~~NAME OF STATE RECIPIENT~~CITY OF OROVILLE
HOUSING REHABILITATION
PROGRAM GUIDELINES

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CONTRACTOR

~~NAME OF STATE RECIPIENT~~CITY OF OROVILLE
HOUSING REHABILITATION
PROGRAM GUIDELINES

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~~NAME OF STATE RECIPIENT~~CITY OF OROVILLE
HOUSING REHABILITATION
PROGRAM GUIDELINES

Adopted date

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor", has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by ~~name of subrecipient or admin sub~~the City of Oroville, hereinafter referred to as the "Program Operator".

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as **Attachment D**. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. ~~The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.~~

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any

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program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

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C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

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Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. ~~**Note: CalHome funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead Based Paint Requirements for guidance in the CDBG Grant Management Manual.**~~

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. **Bid Solicitation**

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Additionally, Invitations to bid will be posted in Public Purchase. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least $1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred

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Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

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F. **Loan Request/Approval**

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. **Pre-Construction Conference**

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. **Start-Up/Field Inspections**

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. **Change Orders**

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. **Progress Payments**

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. **Final Inspections/Notice of Completion/Final Payment**

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

~~The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.~~

~~However, if the project is CalHome funded, the total financing cannot be more than 105 percent of the after- rehabilitation value~~. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at https://www.hcd.ca.gov/grants-funding/grants-management-memos/docs/Memo_13-01_re_grants_for_OOR.doc the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County HOME Per-Unit Subsidy Limits, and the after-rehabilitation value cannot exceed the HOME Homeownership Value Limits. **See Attachment C for current limits and link to HCD Limits webpage.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

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1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR section 570.611 shall be followed for CDBG assistance. 24 CFR section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR section 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income

documented. The income limits in place at the time of loan approval will apply when

determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C for current limits and link to HCD Limits webpage**.

Household: means one or more persons who will occupy a housing unit. Unborn children ~~(CHOOSE ONE AND DELETE THIS PROMPT AND ONE OF THESE TERMS, AND UNHIGHLIGHT)~~ → count~~/don't count~~ in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A** ~~**for HOME and CDBG. See Attachment A-1 for CalHome.**~~ Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME~~ and CDBG~~, as shown in the most recent HCD program-specific guidance at https://www.hcd.ca.gov/grants-and-funding/income-limits/income-calculation-and-determination-guide, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross

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amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain

other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: ~~HOME and CDBG~~ 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: ~~CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)~~

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

A. Continued residency is monitored annually per **Attachment F** for the term of the loan. Occupancy will be verified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and

2. Statement of unit's continued use as primary residence of the owner.

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B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. ~~Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines.~~ If the heir does not meet applicable eligibility requirements, the loan is due and payable. ~~**Note: Loans provided by CalHome are not assumable.**~~

C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.~~, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements~~.

~~If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:~~

~~(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;~~

~~(b) A transfer of the Property where the spouse becomes an owner of the property;~~

~~(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or~~

~~(d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.~~

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in **Attachment C.**

B. Units to be rehabilitated must be located within the ~~CHOOSE ONE BY DELETING THE OTHER →~~the City of Oroville incorporated~~/unincorporated~~ areas of the Sponsor's jurisdiction.

C. Property must contain a legal residential structure intended for continued residential occupancy.

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D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. ~~For CDBG the priority will be the elimination of health and safety hazards.~~ Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards,

ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. ~~Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.~~

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" **(Attachment E).**

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant **(see Section 4.4. for allowable grants)**. HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

~~**Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.**~~

3.3. NOTIFICATION AND DISCLOSURES ~~– Not required by CalHome~~

A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided **(Attachment I)**.

B. ~~B.~~ Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits **(Attachment E)**.

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3.4. ENVIRONMENTAL REVIEW

The Program Operator must conduct an environmental review in order to comply with 24 CFR section 92.352(a), which requires that the environmental effects of, and upon, each activity carried out with HOME funds be assessed in accordance with the provision of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing HOME regulations at 24 CFR Part 58.

The Program Operator must use the *Categorically Excluded, Subject To 58.5* ("CEST") format found on the HUD Environmental Review page at https://www.hudexchange.info/programs/environmental-review/, and Sponsor's NEPA Certifying Officer must sign the completed certification. Sponsor must also use applicable worksheets at https://www.hudexchange.info/programs/environmental-review/federal-related-laws-and-authorities/, for each CEST factor.

The Sponsor's HOME Standard Agreement requires that HOME Program written approval of each project's environmental review package is received, prior to committing funds to any rehabilitation project. HCD recommends that Program pre-approval of the environmental review package is obtained prior to the NEPA Certifying Officer signature.

The default NEPA Certifying Officer, until and unless delegated by an individual still in that position or by the governing body, is only the mayor, City Manager or City Administrator, County Administrative Officer or equivalent, or the Chair of the Board of Supervisors. NEPA Certifying Officer delegations must contain HUD-required language, and must be separate from other signatory delegations. Required language is available from the HOME Program.

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4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County maximum HOME Per-Unit Subsidy Limits in **Attachment C, which has a link to the HCD Limits webpage.** ~~**For CDBG funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed $190,430.**~~

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at https://www.hcd.ca.gov/grants-funding/grants-management-memos/docs/Memo_13-01_re_grants_for_OOR.doc, wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: ~~This does not apply to CalHome projects.~~

B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Homeownership Value Limits for Sponsor's County as updated by HUD and published on the HCD Website. **See Attachment C for current limits, which may reflect temporary waivers not published on the HCD Website, and for a link to the HCD Limits webpage.**

~~C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.~~

~~D.~~C. Costs may be supplemented with personal financing, or with other loan or grant programs, which are sources of leverage for the Sponsor.

~~E.~~D. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

A. Homeowners are eligible for Deferred Payment Loans (DPL), at ~~zero~~ three (3%) interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title. Payments may be made voluntarily on a DPL. After the 10th anniversary froj the date on the Deed of Trust, interest will stop accrueing and after the 20th year all interest is forgiven, but the principal is still due. ~~**Note: If it is determined by the Sponsor that payment of CalHome or CDBG program funds may be used to pay for Sponsor's DPL, ig**~~

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~~1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest,~~

~~for up to an additional 30 years (at 0% additional interest). This may be offered one time;~~

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~~2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.~~

B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. ~~**Note: CalHome loans are not assumable.**~~

C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.

D. If a homeowner converts the rehabilitated property to any commercial or non-residential use, the loan becomes all due and payable.

E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

4.4. GRANTS

~~A. CDBG-funded programs may provide grants as follows:~~

~~1. A grant of up to $7,500 is available for any one of the following qualifying factors:~~

~~(a) Senior Citizen – at least 62 years old; or~~

~~(b) Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or~~

~~(c) Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or~~

~~(d) Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value; or~~

~~(e) Curb, gutter and sidewalk – when curb, gutter and/or sidewalk are required by City code; or~~

~~(f) Building permit, school fees, appraisals, property report/title insurance, building permits, termite report, land survey, grading plans, recording fees and/or flood insurance; or~~

~~(g) Emergencies – failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc.)~~

~~2. Grants of up to $10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.~~

~~3. Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.~~

~~4. Grants of up to $7,500 are available for Asbestos containment and/or removal.~~

~~B.~~A. HOME ~~and CDBG~~ provide~~s~~ grants for all actual costs of lead-based paint evaluation and reduction activities.

~~C.~~B. HOME ~~and CDBG~~ provide~~s~~ grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.

1. Owner-Occupant – Limit of $3,000.

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2. ~~Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974.~~ **Note: HOME funds cannot be used for tenant-occupied units.**

~~D.~~C. HOME-funded projects include grants, if necessary, to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD Per-Unit Subsidy Limits established pursuant to 24 CFR section 92.250(a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.B. and 4.4.C.

~~E. **Grants are not available in CalHome funded programs.**~~

4.5. APPRAISAL

A. The After-Rehab Value for rehabilitation projects is determined using the "Estimates of value" method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants' file will include the estimate of value and document the basis for the value estimates. The purpose of the "Estimates of value" is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**. If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.

B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the "Estimates of value" method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. ~~For HOME only,~~The ~~the~~ cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C),** and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations **(See Attachment C)**.

4.6. INSURANCE

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4.6.1. HAZARD ~~FIRE~~ INSURANCE

The homeowner shall maintain ~~fire~~ hazard insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the ~~fire~~ hazard insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME ~~and CDBG~~ funds cannot be used to pay insurance cost beyond those identified as initial loan costs**. ~~**Note: CalHome funds can not be used to pay insurance at any time.**~~

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those**

identified as initial loan costs. ~~**Note: CalHome funds can not be used to pay insurance at any time.**~~

4.7. LOAN SECURITY

A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.

B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICNG AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

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Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

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~~Name of State Recipient~~City of Oroville
Attn: Housing Department
~~Address~~1735 Montgomery St.
~~City, State, Zip~~Oroville, CA 95965

B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies

and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per **Attachment F**:

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- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

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5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

A. The lien position of the Sponsor loan will remain the same or be advanced.

B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.

C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.

D. The refinanced loan must have an impound account for taxes and insurance~~s~~.

E. The refinancing terms must be acceptable to the Sponsor.

~~F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.~~

6.0. CONSTRUCTION

6.1. STANDARDS

~~A.~~All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. ~~For CDBG the priority will be the elimination of health and safety hazards.~~ Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. ~~Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.~~

A.

B. Contracting Process

1. Contracting will be done on a competitive basis.

2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.

3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.

2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.

3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.

4. Contractor must agree to comply with all federal and state regulations.

~~D.~~ Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. ~~**Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**~~

D.

~~E.~~Units constructed prior to 1978 will also be inspected according to the following HUD regulations. ~~**Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.~~

E.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including $5,000, the following is required:

(a) Paint testing or presume LBP;

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(b) Clearance of disturbed work areas; and
(c) Notifications listed in Section 3.3.A.

2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than $5,000 up to and including $25,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Risk assessment; and
   (c) Clearance of unit.

   If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more that $25,000, the following is required:
   (a) Items (a), (b), and (c) of 2. above;
   (b) Abatement of all LBP hazards identified or produced;
   (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

"Rehabilitation" means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State's CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State's HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less that the HOME Homeownership Value Limits for Newly-Constructed housing, in the Sponsor's jurisdiction (**see Attachment C**).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding **(see Attachment C).**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the federal environmental review, ~~Statutory Worksheet (Environmental test),~~ a reconstructed project may require Authority from the State before funds are committed to the project. See Environmental Section 3.4.

Allowable rehabilitation\reconstruction costs include:

A. Cost of building permits and other related government fees.

B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.

C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.

D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).

E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

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Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, and repair or replacement of major housing systems.

Per the federal HOME Regulations at 24 CFR section 92.251(b), Major Systems are:

- structural support
- roofing
- cladding and weatherproofing (e.g., windows, doors, siding, gutters)
- plumbing
- electrical
- heating, ventilation, and air conditioning.

Upon project completion, each of the major systems must have a remaining useful life for a minimum of five (5) years, so these systems must be rehabilitated or replaced as part of the rehabilitation work in order to achieve this requirement.

A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

   Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home to bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

   Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades (based on overcrowding)

   Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

   ~~The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.~~

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5. General Property Improvements

   Eligible costs include, but are not limited to: addition or replacement of an oven, stove, dishwasher, or fixture; replacing floor coverings; painting; and repair or installation of fencing.

   All improvements must be physically attached to the property and permanent in nature. Non-code general property improvements (including fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

   All repair work related to health and safety conditions will meet ~~–~~Local Building Code standards. The priority will be the elimination of all health and safety hazards and code compliance, which is required for HOME-funded projects.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all administrative expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Hazard~~Fire~~/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

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6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.

B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

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8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

> Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

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ATTACHMENT A
INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions and Exclusions

5.609 Annual income.

Commented [JC2]: Replaced what I've deleted below (see comment) with new (2024) Part 5.609 Regs wording here, for income, and down below for assets. Changes are substantial, including them dispensing with examples of included income.

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds $50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

(b) Annual income does not include the following:

(1) Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

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(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from—

(*1*) The Federal government;

(*2*) A State, Tribe, or local government;

(*3*) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

(*4*) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(*5*) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(*1*) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;

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(2) Financial support provided to the student in the form of a fee for services performed (*e.g.,* a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this

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section that is considered student financial assistance excluded under this paragraph is the lower of:

(*i*) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(*ii*) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)

(i) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (*e.g.*, special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

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(13) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (*e.g.*, proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

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(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (*e.g.*, wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

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(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

[88 FR 9657, Feb. 14, 2023]

~~**ATTACHMENT A**~~

~~**24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS**~~

~~**24 CFR Part 5 Annual Income Inclusions**~~

~~§5.609 Annual income.~~

~~(a) *Annual income* means all amounts, monetary or not, which:~~

~~(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or~~

~~(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and~~

~~(3) Which are not specifically excluded in paragraph (c) of this section.~~

~~(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.~~

~~(b) Annual income includes, but is not limited to:~~

~~(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;~~

~~(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;~~

~~(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An~~

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~~allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;~~

~~(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);~~

~~(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);~~

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~~(6) Welfare assistance payments.~~

~~(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:~~

~~(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and~~

~~(B) Are not otherwise excluded under paragraph (c) of this section.~~

~~(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:~~

~~(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus~~

~~(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.~~

~~(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;~~

~~(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).~~

~~(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.~~

~~24 CFR Part 5 Annual Income Exclusions~~

~~(c) Annual income does not include the following:~~

~~(1) Income from employment of children (including foster children) under the age of 18 years;~~

~~(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);~~

~~(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);~~

~~(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;~~

~~(5) Income of a live-in aide, as defined in §5.403;~~

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~~(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;~~

~~(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;~~

~~(8) (i) Amounts received under training programs funded by HUD;~~

~~(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);~~

~~(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;~~

~~(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;~~

~~(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;~~

~~(9) Temporary, nonrecurring or sporadic income (including gifts);~~

~~(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;~~

~~(11) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);~~

~~(12) Adoption assistance payments in excess of $480 per adopted child;~~

~~(13) [Reserved]~~

~~(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.~~

~~(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;~~

~~(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or~~

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~~(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing for most recent notice]~~

~~(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (*e.g.*, seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.~~

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~~Title 25 Section 6914 Gross Income Inclusions – For CalHome activities~~

~~"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.~~

~~"Income" shall consist of the following:~~

~~(a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:~~

~~(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;~~

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~~(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);~~

~~(3) Interest and dividends;~~

~~(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;~~

~~(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;~~

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~~(6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:~~

~~(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus~~

~~(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,~~

~~(7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;~~

~~All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.~~

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ATTACHMENT B

Asset Inclusions and Exclusions

24 CFR Part 5 Asset Inclusions and Exclusions

ASSET INCLUSIONS (section 5.603):

5.603 Definitions:

Net family assets.

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

[88 FR 9656, Feb. 14, 2023; 88 FR 12560, Feb. 28, 2023]

ASSET EXCLUSIONS:

From 24 CFR Section 5.603 (continued):

(3) Excluded from the calculation of net family assets are:

(i) The value of necessary items of personal property;

(ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);

(iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;

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(iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;

(v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;

(vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government.

(vii) Interests in Indian trust land;

(viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982;

(ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982;

(x) Family Self-Sufficiency Accounts; and

(xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

(4) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

[88 FR 9656, Feb. 14, 2023; 88 FR 12560, Feb. 28, 2023]

~~**ATTACHMENT B**~~

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~~PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS~~

~~This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).~~

~~Statements from 24 CFR Part 5 – Last Modified: January 2005~~

~~**Inclusions**~~

1. ~~Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.~~
1. ~~Cash value of revocable trusts available to the applicant.~~
2. ~~Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.~~
3. ~~Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.~~
4. ~~Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).~~
5. ~~Retirement and pension funds.~~
6. ~~Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).~~
7. ~~Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.~~
8. ~~Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.~~
9. ~~Mortgages or deeds of trust held by an applicant.~~

~~**Exclusions**~~

1. ~~Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.~~
1. ~~Interest in Indian trust lands.~~
2. ~~Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.~~
3. ~~Equity in cooperatives in which the family lives.~~
4. ~~Assets not accessible to and that provide no income for the applicant.~~
5. ~~Term life insurance policies (i.e., where there is no cash value).~~
6. ~~Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.~~

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~~Title 25 Section 6914 Gross Income Inclusions – For CalHome activities~~

~~(b) The following items shall not be considered as income:~~

~~(1) Casual, sporadic or irregular gift items;~~

~~(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;~~

~~(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;~~

~~(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;~~

~~(5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;~~

~~(6) Relocation payments made pursuant to federal, state, or local relocation law;~~

~~(7) Foster child care payments;~~

~~(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;~~

~~(9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:~~

~~(A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.~~

~~(B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).~~

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ATTACHMENT C

MAXIMUM AFTER-REHABILITATION VALUES FOR ~~XXX~~ BUTTE COUNTY
(HOME Homeownership Value Limits as of ~~7~~6/1/~~20232~~)12/01/2025

COUNTY NAME	One-Family
~~XXXXX~~BUTTE-EXISTING BUILD	$~~XXX,XXX~~390,000
NEW BUILD	$429,000

[Note from HOME to remove: if you have exception limits approved by HOME, modify this table as needed and indicate from/through date of the exception]

HOME MAXIMUM PER-UNIT SUBSIDY LIMITS FOR STATE OF CALIFORNIA
(Limits are effective ~~24/137/2024~~3 05/11/2026)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
$~~181,488~~173,0~~11~~187,658	$~~208,049~~198~~,~~ ~~331~~215,122	$~~252,994~~241~~,~~ ~~176~~261,595	$~~327,293~~312~~,~~ ~~005~~338,419	$~~359,263~~342~~,~~ ~~482~~371,477

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HOUSEHOLD INCOME LIMITS FOR ~~XXX~~ BUTTE COUNTY*
(Limits are effective ~~6/15/2024~~3 06/01/2026)

Number of Persons in Household								
	1	2	3	4	5	6	7	8
80% of AMI	$54,400	$62,200	$69,950	$77,700	$83,950	$90,150	$96,350	$102,600

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~~**HCD 20XX INCOME LIMITS FOR CALHOME ADJUSTED FOR FAMILY SIZE FOR XXX COUNTY**~~

~~Income Level~~	~~Household Size~~							
~~80%~~	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	~~8~~
	~~$~~	~~$~~	~~$~~	~~$~~	~~$~~	~~$~~	~~$~~	~~$~~

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: State and Federal Income, Rent, and Loan/Value Limits | California Department of Housing and Community Development for HOME and CDBG limits, choose "CDBG, HOME, and NHTF/HHC Article I - Income, Value, Subsidy, and Rent Limits"; for CalHome income limits, choose "Official State Income Limits").

SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1

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4	**2-BR**	**2**
6	**3-BR**	**2**
8	**4-BR**	**3**
10	**5-BR**	**3**
12	**6-BR**	**4**

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- **4** or more people – a second bathroom may be added.
- **8** or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

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ATTACHMENT D

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HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

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Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

Fliers
Brochures
Newspaper Ads and Articles
Public Service Announcements
Public Informational Meetings

MARKETING VENUES

Local Government Buildings
Local Public Services Buildings
Private Businesses
Lending Agencies

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Real Estate Offices
Newspaper
Radio
Mail

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ATTACHMENT E

RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2

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The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the ~~NAME OF STATE RECIPIENT~~City of Oroville (Sponsor) with the requirements of federal regulations 24 CFR section 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place with in the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program **(See Section E below.)**. In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR section 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

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A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.

2. Stage rehabilitation of assisted households to allow owner--occupants and/or tenants to remain during minor rehabilitation.

3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.

4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.

5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or

2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or

3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or

4. The interior work will be completed within five (5) calendar days, the work site is

contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to $3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to $3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed $3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form **(See Appendix C)** to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will

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have a temporary relocation benefits form completed for them. **(See Appendix C).** These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and

2. Payment for moving and related expenses, as follows:

   a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;

   b. Packing, crating, unpacking, and uncrating of personal property;

   c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;

   d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;

   e. Insurance for the replacement value of personal property in connection with the move and necessary storage;

   f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;

   g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;

   h. Any costs of credit checks required to rent the replacement dwelling;

   i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
      1) Interest on a loan to cover moving expenses; or
      2) Personal injury; or
      3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
      4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation

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program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;

2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of the replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,

7. Information demonstrating that any proposed replacement of dwelling units with

smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See**

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Appendix A for sample notice to be delivered personally or by certified mail.

2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**

3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**

4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

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APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)
(title)

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APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.

2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

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APPENDIX C

DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS

Top to be completed at time of loan application submittal or Home Visit

Property Address: _____

__ Rental Unit __Owner-Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____ has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

_____ _____ _____ _____

Occupant Signature Date Occupant Signature Date

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Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____ has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:

____ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**

____ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

____ Starting on or about _____we will move for all or part of the rehabilitation project.

____ Approximate length of temporary relocation: _____Number of days.

For temporary relocation, I/We elect to (check all that apply):

____ Relocate with friends and family.

____ Relocate into a suitable temporary housing unit identified by rehab specialist.

____ Relocate furnishings only into a temporary storage unit.

____ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

____ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

_____

By signing, occupant(s) acknowledge receipt of copy of this form:

_____ _____ _____ _____

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Occupant Signature	Date	Occupant Signature	Date

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES
FOR THE ~~NAME OF STATE RECIPIENT~~CITY OF OROVILLE

The ~~Name of State Recipient,~~City of Oroville hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. ~~Except for HOME funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.~~

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the ~~City? County?~~City of Oroville as a lender loss payee will be required at

close of escrow. The Sponsor will verify the insurance on an annual basis.

~~———~~Property taxes must be kept current during the term of the loan. ~~If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the~~

~~balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME).~~ Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. ~~For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.~~ On HOME-funded loans, annual occupancy verification will occur ~~. [Option #1:~~ within 45 days of the anniversary date of the loan;~~ . Option #2: between [MONTH] 1st and 15th of each year for the term of the loan].~~

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

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Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee. ~~(depends on the HCD program).~~

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

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Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

~~When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. HOME funds may not be used for this purpose, however.~~

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?

2) Can the Borrower refinance with a private lender and pay off the Sponsor?

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3) Can the Borrower sell the property and pay off the Sponsor?

4) Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain hazard~~fire~~ insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

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ATTACHMENT G

CITY OF OROVILLE ~~NAME OF STATE RECIPIENT~~'S FORECLOSURE POLICY

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Sponsor As Junior Lienholder

It is the ~~Name of State Recipient's~~the City of Oroville (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

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This document requires any senior lienholder to notify the Sponsor of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (hazard~~fire~~ insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an

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increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain hazard~~fire~~ insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

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ATTACHMENT H

CERTIFICATION OF OCCUPANCY

~~NAME OF STATE RECIPIENT~~CITY OF OROVILLE

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I/we_____declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence the real property commonly known as:

_____
(Address)

_____
(City, State, Zip code)

Daytime Phone Number: _____

Executed on_____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

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ATTACHMENT I

LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint ***hazards*** are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust–lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with lead-based paint remaining in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet *Protection Your Family from Lead in Your Home.*			
Printed Name:	Signature:		Date:
Section 6: Contact Information	Organization:		
Contact Name:		Contact Signature:	
Date:	Address:		Phone:

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES**

RE: **PROFESSIONAL SERVICES AGREEMENT WITH NHA ADVISORS, LLC FOR CONTINUED FINANCIAL ADVISOR SERVICES**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider the renewal of the professional services agreement (A-3591) with NHA Advisors, LLC, for financial advisor services.

DISCUSSION

The City has been working with NHA Advisors, LLC on several projects over the years. In the past they have provided the City with Pension updates, assisted with various development projects in the City, guided staff through a Pension Bond issuance and most recently engaged with staff for a project to model a 5-year financial forecast.

This agreement is for “on-call” general and financial consulting services. The consultant may serve the City on an as-needed basis in different roles such as projects, providing research, ideas, advice, education and presentation of relevant topics to City stakeholders (elected officials, staff, citizens, etc.) and lead or assist City in developing and implementing programs, policies and/or practices that enhance the City’s financial and operational outcomes.

FISCAL IMPACT

Impact depended on the project at an hourly rate. The agreement is not to exceed $50,000 per fiscal year for the term of the agreement.

ACTION REQUESTED -

APPROVE THE CONSULTING AGREEMENT (A-3591) WITH NHA ADVISORS, LLC.

ATTACHMENTS

Agreement No. 3591

MUNICIPAL ADVISOR AGREEMENT
BETWEEN
CITY OF OROVILLE
AND
NHA ADVISORS, LLC

THIS MUNICIPAL ADVISOR AGREEMENT (this "Agreement") for consulting services is made by and between the City of Oroville, (the "City") and NHA Advisors, LLC ("Consultant") (together referred to as the "Parties") as of July 1, 2026 (the "Effective Date").

SECTION 1 – SERVICES

As the City's registered municipal advisor, subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Services attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") regarding the "IRMA exemption" of the SEC Rule, Consultant will review all third-party recommendations submitted to the City in writing, if requested.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2031, or upon completion of the Scope of Services described in Exhibit A, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event the City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from the City of such desire of the City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

If the City elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the City.

SECTION 2 - COMPENSATION

The City hereby agrees to pay Consultant compensation for services outlined in the Scope of Services (Exhibit A) under the Compensation Schedule (Exhibit B).

The City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from the City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to the City in the manner specified herein. Except as specifically authorized by the City in writing, Consultant shall not bill the City for duplicate services performed by more than one person.

Consultant and the City acknowledge and agree that compensation paid by the City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. The City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period.
- At the City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.
- For work performed on an hourly Compensation Schedule, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder.

2.2 **Monthly Payment.** The City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. The City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** The City shall pay the final sum due pursuant to this Agreement within 60 days after completion of the services and submittal to the City of a final invoice if all services required have been satisfactorily performed.

2.4 **Total Payment.** The City shall pay for the services to be rendered by Consultant pursuant to this Agreement. The City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. The City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses will typically include third-party data collection or services not provided by the City. Reimbursable expenses are in addition to the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

SECTION 3 - FACILITIES AND EQUIPMENT

Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. The City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

The City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with the City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. In no event shall the City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4 - INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to the City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all people employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a) The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b) The City, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of Consultant; or automobiles owned, leased, hired, or borrowed by Consultant.

c) For any claims related to this Agreement or the work hereunder, Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or

self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $250,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a) The retroactive date of the policy must be shown and must be before the date of the Agreement.

b) Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

d) A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Best's rating of no less than A: VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish the City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to Consultant beginning work, it shall not waive Consultant's obligation to provide them. The

City reserves the right to make complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of the City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies**. No policy required by this Section 4 shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies the City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for Consultant's breach:

- obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- terminate this Agreement.

SECTION 5 – CONSULTANT'S RESPONSIBILITIES AND INDEMNIFICATION

Consultant is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, Consultant has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

Duty of Care:

a) exercise due care in performing its municipal advisory activities;
b) possess the degree of knowledge and expertise needed to provide the City with informed advice;
c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
d) undertake a reasonable investigation to determine that Consultant is not forming any recommendation on materially inaccurate or incomplete information; Consultant must have a reasonable basis for:
    i. any advice provided to or on behalf of the City;
    ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
    iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Consultant must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of Consultant. Consultant will eliminate or provide full and fair disclosure (included herein) to the City about each material conflict of interest (as applicable). Consultant will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those potential conflicts noted below, that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any material potential conflict of interest that arises after this disclosure, Consultant will disclose the detailed information in writing to the City in a timely manner.

Pursuant to MSRB Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Consultant and its associated persons.

The following are potential conflicts of interest to be considered.

- Consultant represents that in connection with the issuance of municipal securities, Consultant may receive compensation from the City for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Consultant hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Consultant's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for Consultant to recommend unnecessary financings or financings that are disadvantageous to the City, or to advise the City to increase the size of the issue. This potential conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.

- Consultant's fees under this potential agreement may be based on hourly fees of Consultant's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for Consultant to recommend alternatives that would result in more hours worked. This conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.

- Consultant's fees under this potential agreement may be a fixed amount established at the outset of this potential agreement. The amount is usually based upon an analysis by the City and Consultant of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by Consultant. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Consultant may suffer a loss. Thus, Consultant may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair Consultant's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.

- The fee paid to Consultant increases the cost of investment to the City. The increased cost occurs from compensating Consultant for municipal advisory services provided.

- Consultant serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another Consultant client. For example, Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City.

- Gerald Craig Hill, the Managing Principal of NHA Advisors is currently serving as an outside director for the HdL Companies based in Diamond Bar, CA. HdL Companies is a software and professional services consulting company providing revenue data and collections information to local governments, potentially including NHA Advisors' clients. HdL Companies have affiliates including, but not limited to, HdL Coren & Cone. From time to time, NHA Advisors utilizes the services of HdL Coren & Cone for its clients. NHA Advisors is mindful of this conflict of interest and fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith when this situation arises.

- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.

- Consultant has not made any payments directly or indirectly to obtain or retain Consultant's municipal advisory business.

- Consultant has not received any payments from third parties to enlist Consultant's recommendation to the City of its services, any municipal securities transaction, or any municipal finance product.

- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to the City.

- Consultant does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

- Consultant does not function as principal in any of the transaction(s) related to this potential agreement.

Recommendations

If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, Consultant will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and

- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from the City.

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Consultant is currently registered as a Municipal Advisor with the SEC and MSRB.

- Within the MSRB website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Record Retention

Pursuant to the SEC record retention regulations, Consultant is required to maintain, in writing, all communication and created documents between Consultant and the City for five (5) years.

Indemnification

Consultant shall indemnify, defend with counsel acceptable to the City, and hold harmless the City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage,

claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the City.

Consultant's obligation to defend and indemnify shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Consultant, Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

SECTION 6 - STATUS OF CONSULTANT

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise the City shall not have the right to control how Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the City and entitlement to any contribution to be paid by the City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity of the City whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever.

6.3 **Public Officials Who Manage Public Investments**. Government Code section 87200 *et seq.* requires that public officials, which include every member, officer, employee or consultant of a state or local government agency, who manages public investments, must file a statement of economic interest. Consultant acknowledges that it may be deemed to be a public official pursuant to this Government Code section and, if so, is obligated to complete a statement of economic interest (Form 700) and file it with the Fair Political Practices Commission ("FPPC").

SECTION 7 - LEGAL REQUIREMENTS

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which the City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to the City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to the City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses.

7.5 **Legal Events and Disciplinary History.** Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. The City may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, based on a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are

the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

SECTION 8 - TERMINATION AND MODIFICATION

8.1 **Termination.** The City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 45 days' written notice to the City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; the City, however, may condition payment of such compensation upon Consultant delivering to the City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** The City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if the City grants such an extension, the City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, the City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** The City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to the City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that the City would have paid Consultant pursuant to Section 2 if Consultant had completed the work

SECTION 9 - MISCELLANEOUS PROVISIONS

9.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the county in which the City is located.

9.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

9.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

9.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of the City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to the City in a timely manner.

The fee paid to Consultant increases the cost of investment to the City. The increased cost occurs from compensating Consultant for municipal advisory services provided.

Consultant does not function as principal in any of the transaction(s) related to this Agreement.

During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to the City.

9.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 **Contract Administration.** This Agreement shall be administered by the City General Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

9.10 **Notices.** Any written notice to Consultant shall be sent to:

Eric Scriven, Principal
NHA Advisors, LLC
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903

Any written notice to the City shall be sent to:

City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

10.11 **Integration.** This Agreement, including the Scope of Services attached hereto and incorporated herein as Exhibits A, B and C represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A: Scope of Services

Exhibit B: Compensation Schedule

Exhibit C: Disclosures of Conflicts of Interest and Legal or Disciplinary Events

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF OROVILLE

_____
Brian Ring, City Administrator

NHA ADVISORS, LLC

_____
Eric Scriven, Principal

EXHIBIT A

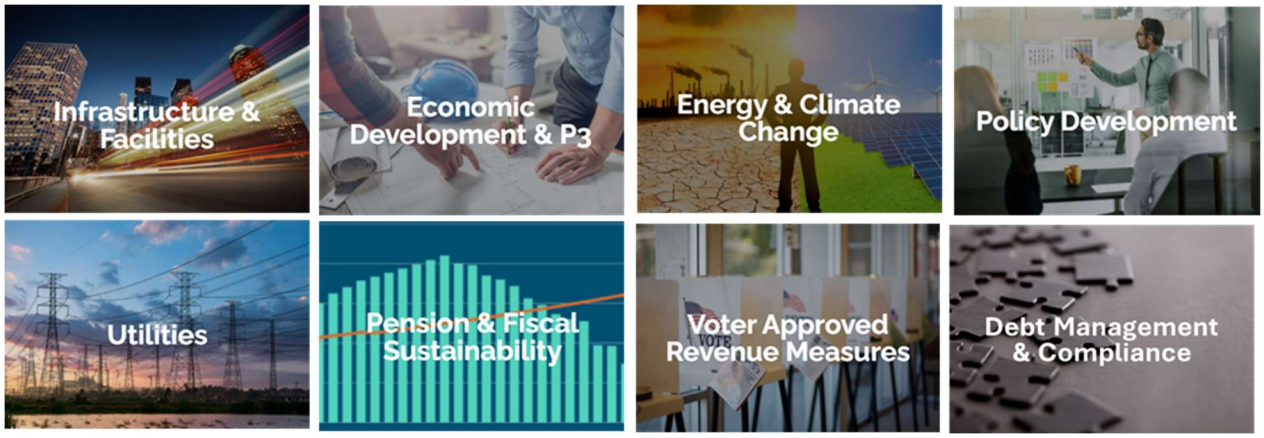
SCOPE OF SERVICES

"ON-CALL" GENERAL / FINANCIAL CONSULTING &

MUNICIPAL ADVISORY / FUNDING STRATEGY DEVELOPMENT—IMPLEMENTATION SERVICES

A) "ON-CALL" GENERAL AND FINANCIAL CONSULTING SERVICES: Consultant may serve City on an as-needed, "on-call" basis in different roles such as "extension of staff" projects, providing research, ideas, advice, education and presentation of relevant topics to City stakeholders (elected officials, staff, citizens, etc.) and lead or assist City in developing and implementing programs, policies and/or practices that enhance City's financial and operational outcomes.

This scope of work may pertain to general areas of Consultant's expertise in the following practice areas.

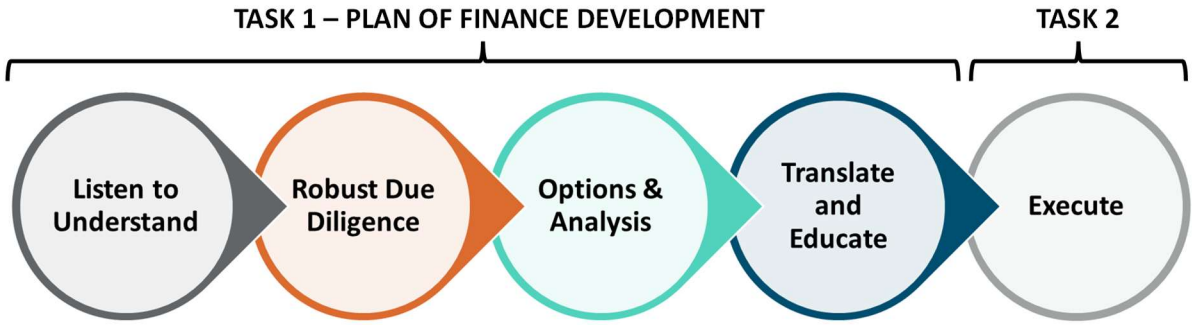


A sample of recent, successfully delivered assignments include, but are not limited to, the following types of projects and/or deliverables:

- Financial risk or Fiscal Sustainability Assessment,
- CalPERS education, review and forecasting,
- Utility enterprise capital and operations financial forecasting,
- Financial and risk management policies review,
- OPEB modeling and analysis,
- Strategic capital planning,
- "Green" energy project financial review,
- Public-private partnership design, review and analysis,
- New development financial analysis and planning,
- Community facilities / assessment district formation,
- Subsidized loan / grant project management,
- Voter approved revenue measure pre-election financial and project management assistance,
- Post-issuance compliance including continuing disclosure, and credit rating surveillance services.

B) MUNICIPAL ADVISORY / FUNDING STRATEGY DEVELOPMENT & IMPLEMENTATION SERVICES: Consultant, as fiduciary, agent and "quarterback" for City achieving its funding goals will work in a two-phase process to develop and execute the City's directed/preferred approach to a Project funding strategy.

This scope of work will usually entail the following approach and process:



Task 1: Plan of Finance Development

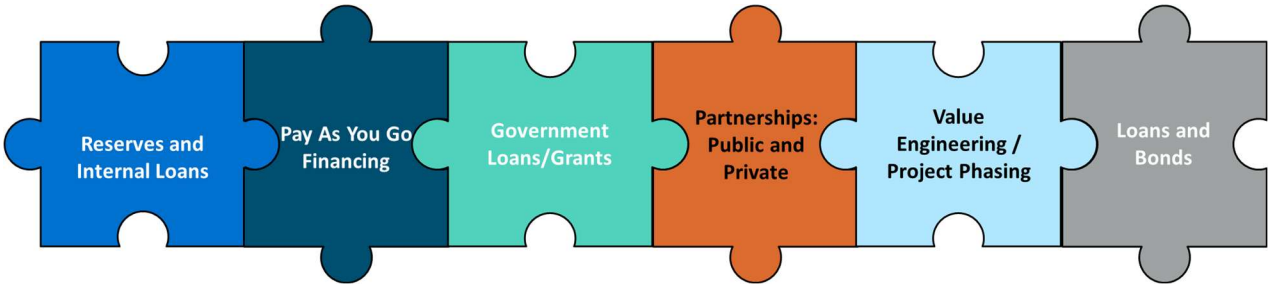
- **Due Diligence (Listening & Investigating to Understand "Internal" and "External" Existing Conditions)**
  - Interview City to develop understanding of the goals and desired outcomes from development/acquisition/construction of project to be funded
  - Understand potential cost range for potential projects, schedule for project implementation, from planning through construction, and operational costs for potential projects
  - Identify existing City resources (i.e. liquid or illiquid assets, dedicated pay-as-you-go and/or grant funding) already committed for the potential projects
  - Review reports or studies of other City consultants related to the potential projects and funding options
  - If appropriate, review existing debt covenants, including rate covenants (for utilities) and additional bonds tests
  - If appropriate, review other existing contractual constraints / covenants
- **Determine Debt Financing Capacity and Evaluate Financing Options / Scenarios**
  - As required, develop revenue and expense projections for the specific fund(s) using a combination of audited financials, budget materials, other consultant projections (rate studies, if applicable), and discussions with City staff

- Using revenue and expense projections, develop a financial forecasting model to ascertain coverage based on identified financing options and research including:
    - Financed capital expenditures
    - Pay-as-you-go capital expenditures
    - Restructuring of existing obligations (if any)
    - Potential future rate increases (high level analysis only, NHA is not a rate consultant) and/or other identified, approved new tax or revenue sources
- Evaluate pros and cons of financing options available to fund capital projects including a combination of:
    - Reserves, Internal (i.e. interfund) loans, pay-as-you-go funding sources, utilization of other existing assets
    - State or federal subsidized loan and/or grant funding sources (e.g. USDA, SRF, WIFIA, I-Bank, etc.)
    - Revenue bonds and/or certificates of participation
- Other unique opportunities uncovered during due diligence (Federal or State earmarks, local fundraising opportunities, etc.)
- Determine magnitude of potential financial impacts (i.e. expenditure modifications / tradeoffs) to support debt service under a variety of financing alternatives / scenarios (i.e. “stress testing”)

♦ **Communication / Presentation of Options for City Review and Decision-Making**

- Develop and deliver comprehensive, understandable PowerPoint presentation(s) outlining background, objectives, analysis, and options. Also, provide education, as required/requested regarding background on various funding alternatives.

<u>Task 2</u>: Plan of Finance Execution / Implementation



- **Project Management**

  - Manage the financing process, including assembly of the financing team, as requested / required and assignment of tasks for all parties involved in the financing.

    - As needed and upon request, undertake qualification / solicitation of such other team members and, in some instances, funding sources. This effort may include registered broker-dealer, bond/disclosure counsel, trustee, grant writers, revenue measure (i.e. election and polling) consultants, service and impact fee consultants, cost of service rate study consultants, lobbyists. Additionally, certain funding sources (i.e. I-Bank) require an upfront evaluation with respect to rates/terms/timeline in initial stages of funding plan formulation.

    - As requested / directed by City, provide recommendation(s) and negotiate preferred terms and fees for said consultant(s).

  - Provide information and advice on the timing of the financing process and develop a timeline (schedule) of tasks.

    - If applicable, work with grant writer(s) or lobbyist(s), identify grant application deadlines and cycles for all potential grant programs that the project may be eligible for

    - If applicable, for each potential project, delineate the phase of project development that is suitable for each type of grant, i.e. planning, engineering design, permitting and construction

  - Provide assistance and advice, as needed, with respect to assembling the necessary due diligence data requirements that will be requested from the various

funding sources, as well as other third-party participants (i.e. credit rating agencies, bond insurance providers, grant writers, tax attorneys, etc.).

♦ **Quantitative Analysis, Comparisons and Financial Structuring**

- Continue to advise the City on available funding sources/programs (including loans, bonds, grants, subsidized state and federal programs) with respect to their rates, terms and timing.

- Analyze / evaluate availability and suitability of funding sources in conjunction with City's objectives, constraints and requirements

    - As needed, continue to engage in discussions with key market participants (i.e. state/federal loan program representatives, banks, bond insurers, bond lawyers, rating agencies, broker-dealers) to quantify and qualify the various options

- As applicable, continue to develop / evaluate various full Project funding "capital stack" options for City's review and consideration

    - If applicable, determine likely increases (at a high level) in utility rates to support debt service required for each Capital Stack scenario

♦ **Project Implementation**

- Coordinate the efforts of all assembled team members for due diligence data collection and curation for legal, disclosure (if applicable) and credit documentation.

- Coordinate bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City [Keywords].

    - Review and provide comments to financing documents to ensure consistency with the overall funding plan and goals of City.

- As required and/or upon request, make presentations or attend meetings with the City [Keywords] or stakeholders to answer questions about the funding plan/strategy, its objectives and process.

- Work with selected financing partner(s) or funding source(s) to determine optimal structure, including serial/term bonds, premium/discount bonds, redemption provisions and repayment "shape."

- If a private placement method of sale is utilized:

    - Assist with the preparation of a credit package for potential institutional / sophisticated investors (i.e. banks).

- Ensure required annual disclosures/reporting requirements to successful financial institution is feasible within City's existing capabilities and processes.

- If a placement agent has been engaged, oversee placement agent's solicitation process, assist with the selection of the financing provider, and assist with the negotiation of terms, as necessary.

- Manage / negotiate loan pricing and final financing structure (debt service and bond terms).

- If a public offering method of sale is utilized:

  - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.

  - Work with disclosure counsel to prepare, review, provide comments, and print the preliminary and final official statements.

  - If completed as a negotiated sale, monitor the underwriter's sales effort and assist the City with the negotiation of underwriting spreads and interest rates for the proposed financing.

  - If completed as a competitive sale, engage a nationally recognized firm to widely distribute the offering documents to potential investors, establish a bidding platform, coordinate the required noticing for and conduct the execution of the competitive sale on the prescribed advertised date.

- If grants or state/federal legislative earmarks are identified and feasible:

  - Coordinate with City's grant writer(s) and lobbyist to evaluate and plan for integration of these zero cost funds into the overall funding plan.

- If state/federal subsidized loans and grant programs are identified as appropriate, eligible/available and feasible:

  - Depending upon Consultant's role, serve either as 1) project manager and lead/coordinator for full Program Package submissions or 2) work closely with designated project manager and serve as municipal advisor for the specific sections of the Program Package relating to credit and financial matters.

    - For most programs, a "preliminary" package must be submitted for initial review whereupon, if deemed acceptable by the state/federal funding program, there then will be an "invitation to submit" a formal/full package requesting funds. USDA, WIFIA, I-Bank utilize this 2-step process.

  - Processing from preliminary evaluation to Program delivery of funds can take anywhere from 4 months up to 18-24 months (or more).

- As requested, assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.

- Work with bond counsel, disclosure counsel (or other counsel), and all other financing team members to finalize documents for execution by the City.

- As requested / required prepare or coordinate preparation of a closing memorandum outlining a secure and detailed flow of funds at the time of closing.

- As requested, prepare and deliver presentations to executive staff, elected officials or other stakeholders with respect to the funding process and results.

EXHIBIT B

COMPENSATION SCHEDULE

A) "ON-CALL" GENERAL AND FINANCIAL CONSULTING SERVICES:

This is NOT a retainer form of contract. As such, the City controls whether Consultant services are utilized. If no services are requested by City and performed by Consultant, no compensation will be due.

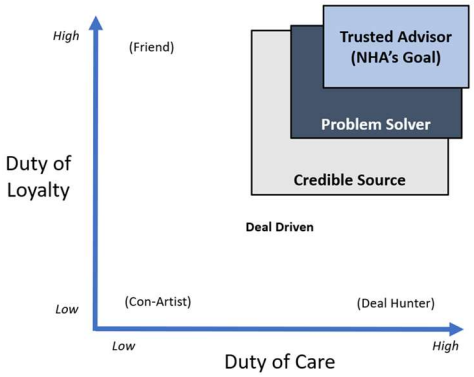
Professional Services (Hourly)	2026 Rates[1][2]
Principal	$370
Director / Senior Vice President	$345
Vice President	$320
Assist. Vice President / Sr. Associate	$295
Associate	$270
Senior Analyst	$235
Analyst	$210
Administrative	$135

1) *Hourly rates will escalate by 3% annually each January 1st (rounded to the nearest five dollars based on the prior year's rounded amount).*
2) *Effective hourly rates shown in invoices may be reduced to incorporate non-billable time.*

Consultant's on-call general and financial consulting compensation shall be based upon the hourly rate schedule provided in the table to the right. Upon Consultant's understanding of the required scope of services / deliverables for a specific consulting project, an estimated not-to-exceed budget for services will be provided, but in no instance shall total compensation paid to Consultant during each fiscal year of the term of this agreement exceed Fifty Thousand and No/100 Dollars ($50,000.00) without the City Council's approval of an amendment to this Agreement.

B) MUNICIPAL ADVISORY / FUNDING STRATEGY DEVELOPMENT & IMPLEMENTATION SERVICES:

TASK 1: PLAN OF FINANCE DEVELOPMENT: Consultant will always provide objective advice when delivering funding strategies. This work then must not conflict with the ultimate compensation structure to the Consultant. Therefore, Consultant believes that an agnostic, research-based work product requires compensation on a non-contingent fee basis. Further, Consultant believes that compensation for strategic funding advice should not ever be based upon the size of a transaction. In our experience, sometimes information comes to light during our diligence that necessitates a different funding approach (or even recommending termination of the effort). Consultant is convinced that it is incumbent upon us, as a fiduciary, to provide those options and that related advice.



Therefore, Consultant prefers a two-phase compensation structure that separates general planning/advisory and initial work on a *potential* transaction into a "Task 1" approach, which includes hourly compensation (subject to rate table shown above) to ensure that there is no perceived conflict through recommendations or development of funding alternatives. Upon

Consultant's understanding of the required scope of services / deliverables for plan of finance development, an estimated not-to-exceed budget for Task 1 services will be provided.

TASK 2: PLAN OF FINANCE IMPLEMENTATION: Once City staff or elected officials commit to, and direct Consultant to implement, a financing plan, the Project will pivot from Task 1 services ("Plan of Finance Development") to Task 2 services ("Plan of Finance Implementation"). Once Task 2 phase commences, compensation will be dependent upon the identified funding method(s) which may include various grants, negotiated partnerships, advantaged, privately arranged, or market rate loan programs, publicly offered bonds or a combination thereof. The fee for these services is based on a number of factors, including the number of sources of funds pursued, the role and responsibilities that Consultant will undertake, the financing method of sale, structure, and complexity. Ultimately, compensation depends upon the time expected to be required to manage the process for all aspects of the financing plan to a successful outcome for the City. ***Consultant will provide a more detailed and definitive cost proposal for a specific Task 2 project if/when clear (or assumed) parameters on existing conditions, timelines, deliverables and expected Consultant contributions are provided.***

Expenses (Out-of-Pocket)

All expenses will be billed directly at cost to the City. Expenses will be limited to those necessary for completion of the Project.

EXHIBIT C

DISCLOSURES OF CONFLICTS OF INTEREST AND LEGAL OR DISCIPLINARY EVENTS

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NHA Advisors, LLC ("Consultant") and its associated persons.

Conflicts of Interest

Compensation

In connection with the issuance of municipal securities, Consultant may receive compensation from City of Oroville (the "City") or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Consultant hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Consultant' ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair Consultant' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.

It should be noted that other forms of compensation (i.e., hourly or fixed fee based) may also present a potential conflict of interest regarding Consultant' ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair Consultant' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the City.

Other Municipal Advisor Relationships

Consultant serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Consultant client. For example, Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with City.

Furthermore, from time to time, Consultant may perform non-municipal advisor work for entities that also could be a municipal advisor client or could become a municipal advisor client.

If Consultant becomes aware of any additional potential or actual conflict of interest after this disclosure, Consultant will disclose the detailed information in writing to the City or Obligated Person in a timely manner.

Legal or Disciplinary Events

Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access Consultant' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the U. S. Securities and Exchange Commission ("SEC").

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Consultant is currently registered as a Municipal Advisor with the SEC and MSRB.
- Within the MSRB website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protection that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

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

July 07, 2026
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

Present 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 54957(b), the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.
2. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: All Units.
3. The City Council met for a Conference with Legal Counsel – Anticipated Litigation, pursuant to Gov. Code § 54956.9(d): (two (2) cases).
4. The City Council met to confer regarding Real Property Negotiations under Government Code § 54956.8:
    1. Property: 225 Chuck Yeager Way, Oroville, CA 95965 Agency Negotiator(s): Brian Ring, City Administrator, David Ritchie, Asst. City Attorney. Negotiating Parties: All current Ground Lease Tenants. Under Negotiation: price, terms of payment.
    2. Property: 012-061-001; 012-061-009; 012-061-010; 012-061-018 Negotiator(s): Brian Ring, City Administrator, David Ritchie, Asst. City Attorney. Negotiating Parties: Pioneer Collision Center. Under Negotiation: price.

OPEN SESSION

1. Announcement from Closed Session – Direction given to staff, no reportable action taken.

2. Pledge of Allegiance – Led by Council Member Webber

3. Corrections/Changes to the Agenda – Item 5 summary reads “June 6” – it should say “June 16.”

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

ABSTAINED: None

ABSENT: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Christine Anderson, Rhonda Magnusson, Bryan Williams, Barbara Eldridge, Palmer, and Brian Wong.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Webber: Commended the 250th 4th of July celebration put on by the Chamber of Commerce. He stated Vice Mayor Smith did a wonderful job as did the Oroville Police Department in assisting with the traffic flow and members of the public. Announced that an OCDC meeting will be held on Monday the 13th at 5:30PM at the Union Coffee Club where they will be discussing the various types of youth assistance in our community.

Council Member Thomson: Gave kudos to Vice Mayor Smith on the 4th of July celebration.

Vice Mayor Smith: Reported that over 3700+ members of the public came to Riverbend Park for the 4th of July celebration. Over 600+ members of the public were bused in by the Thermalito Elementary School District. He also stated the River of Life Church and helped clean up the park on the following day after the celebration. He mentioned various partnerships with local agencies on this event, and he thanked them.

Mayor Pittman: Stated a job was well done regarding the 250th 4th of July celebration.

2. Administration Reports

Ron Belser, Director of Code Enforcement: Provided monthly statistics to the Council pertaining to his department.

Tim Kaber, Director of Public Works: Goats will be on the levee soon to help with mitigating the fire hazards present. The department has received 4 speed feedback signs. Parking lot lights for Hewitt Park have arrived. August 9th is the prospective date for paving to begin on Hwy 162.

Jason Wines, Chief of Police: Stated the coordinated effort between OPD and the Chamber of Commerce for the 4th of July celebration was a job well done.

Ruth Duncan, Director of Finance: Congratulated Ron Belser on being recognized in the Oroville Union High School District Hall of Fame 2026.

Chris Tenns, Fire Chief: Airport hazard mitigation burn of 423 acres was conducted and went well.

CONSENT CALENDAR

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

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

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

NOES: None

ABSTAINED: None

ABSENT: None

1. UPDATED JOB DESCRIPTION FOR DIRECTOR OF PUBLIC WORKS TO DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

The City Council approved updates to the job description of Director of Public Works to Director of Public Work/City Engineer, incorporating City Engineer duties.

2. PURCHASE OF PATROL MOTORCYCLE IN LIEU OF PATROL VEHICLE

The City Council approved the Oroville Police Department's request to remove one previously approved new patrol vehicle purchase in lieu of a patrol motorcycle. The motorcycle, (motors), will be put into service as a traffic unit and operated by a fully qualified motors officer. This exchange of vehicles will result in an approximate $50,000 in savings and offers greater opportunities for both the City and the Police Department.

3. FORECLOSURE OF 22 E GRAND AVENUE

The City Council authorized the Director of Business Assistance and Housing Development the authority to obtain title to 22 E Grand Avenue by either initiating foreclosure proceedings or negotiating the execution of a Deed in Lieu of Foreclosure (APN 031-140-018). This was done by adopting Resolution No. 9466.

4. ADOPTION OF FIRE DEPARTMENT COST RECOVERY ORDINANCE

The City Council voted to adopt Ordinance No. 1897 establishing a Fire Department cost recovery program for certain non-emergency, preventable, or negligent incidents. The intent of this program is to help keep emergency resources available and ready for true emergencies, while still ensuring that anyone in need feels comfortable calling 911 when they believe help is required. This was done by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

5. APPROVAL OF THE JUNE 16, 2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the June 16, 2026 City Council regular meeting minutes.

REGULAR BUSINESS

6. PLACEMENT OF SOLID WASTE LIENS ON THE 2026-27 PROPERTY TAX ROLL

The following member(s) of the public submitted public comment on this item: Lucy and Robert Masoner (mailed), and Deanne Boswell.

The City Council adopted Resolution No. 9467, approving the placement of solid waste liens from Recology on the 2026-27 property tax roll. This was done by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

7. UPDATE ON AIRPORT AND FBO OPERATIONS

The City Council received a brief update from the Airport Manager and FBO Operator on operations from FY 2025 / 2026 and accepted it for information.

8. OPPORTUNITY ZONE 2.0 RECOMMENDATION TO NOMINATE CENSUS TRACTS 28, 30-1, 30-2, 32, 37, & 25 FOR FEDERAL DESIGNATION

The City Council approved an application recommending eligible census tracts for Opportunity Zone 2.0 (OZ 2.0) Designation and adopted Resolution No. 9468 by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

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

NOES: None

ABSTAINED: None

ABSENT: None

9. CONTRACT WITH UNITED BUILDING CONTRACTORS, INC. FOR THE PIONEER MUSEUM ROOF AND HVAC REPAIR PROJECTS

The City Council awarded a Construction Contract (Agreement No. 3590) to United Building Contractors, Inc. of Chico for construction of repairs to the roof and HVAC system for the Pioneer Museum by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

10. APPROVAL OF FINAL 2026 SPEED ZONE ENGINEERING AND TRAFFIC SURVEY

The City Council approved the final for the 2026 Speed Zone Engineering and Traffic Survey (E&TS) performed by Wood Rodgers, Inc. of Roseville CA by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

11. REAPPOINTMENT OF CHRIS LOGUE TO THE HOUSING LOAN ADVISORY COMMITTEE

The City Council reappointed Chris Logue to the Housing Loan Advisory Committee with a term expiring on July 6, 2028, by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

12. APPOINTMENT OF JOSEPH VELASQUEZ TO THE OROVILLE PARK COMMISSION

The City Council appointed Joseph Velasquez to serve on the Oroville Park Commission with a term expiring July 6, 2031, by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

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

NOES: None

ABSTAINED: None

ABSENT: None

13. APPOINTMENT OF ROSANA ROSALES ARRAS TO THE CITIZEN'S OVERSIGHT COMMITTEE (MEASURE U)

The City Council appointed Rosana Rosales Arras to the Citizen's Oversight Committee (Measure U) for a term of July 7, 2026- July 7, 2028, by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

PUBLIC HEARINGS

14. 5:00PM - FISCAL YEAR 2026/27 APPROPRIATIONS LIMIT

Public hearing opened at 5:49PM **Public hearing closed at: 5:51PM**

The City Council conducted a public hearing and adopted of the fiscal year 2026/27 Appropriations Limit by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

15. 5:00PM - FISCAL YEAR 2026/27 ADOPTED BUDGET

Public hearing opened at 5:51PM **Public hearing closed at: 6:03PM**

Mayor Pittman submitted a public comment on this item. It is uploaded to these minutes.

The City Council received the Fiscal Year 2026/27 Budget for review. They approved the budget by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

16. 5:20PM AMENDMENT TO OROVILLE MUNICIPAL CODE SECTION 13.04.040 – SEWER CONNECTION CHARGES

Public hearing opened at 6:04PM **Public hearing closed at: 6:07PM**

The City Council heard the introduction of an ordinance amending Section 13.04.040 of the Oroville Municipal Code to update the methodology used to calculate sewer connection charges for residential development. The Council voted to introduce and waive the first reading of an ordinance amending section 13.04.040 of the Oroville municipal code relating to sewer connection charge calculations, and voted to schedule the ordinance for second reading and adoption at a subsequent city council meeting by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - **i. June 2026 Housing and Business Assistance Monthly Report**
   - **ii. OSCIA Cowhand Fundraiser Correspondence**
   - **iii. June 2026 City Clerk Department Monthly Report**
   - **iv. June 2026 City of Oroville Fire Department Monthly Report**

ADJOURN THE MEETING

The meeting was adjourned at 7:25PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

Executive Summary

New Oroville City Fire Department proposal

Oroville City Fire Department Economic Cost Analysis

One-Year and Five-Year Projections

This economic review has been prepared as a personal Analysis to evaluate the potential cost, operational structure, and long-term fiscal impact of establishing a **New Oroville City Fire Department** with City personnel. The purpose of this analysis is to provide a practical comparison between continued contract fire service and a locally operated municipal fire department under City of Oroville control. Looking at operating Main Polic Fire station at 2055 Lincoln and analysis of staffing for future Airport Police Fire Facility Larking & Challenger. (Existing City building to be remolded into Fire Station)

As a retired Fire Chief and Mayor, I have reviewed this matter from both an emergency-service operations perspective and a municipal budget perspective.

It should be noted I used all my own resources from 40 years of experience as a Fire service member and over 34 years of Fire Technology College instruction. The intent of this study is not merely to compare annual contract costs, but to evaluate whether the City of Oroville can provide reliable local fire protection, direct command accountability, and sustainable long-term service at a cost that is competitive with the current contract model.

The cost analysis includes a proposed staffing model, projected personnel expenses, reserve firefighter support, estimated dispatch contract costs, first-year personal protective equipment and turnout costs, and a five-year projection of annual operating costs. The projections are based on reasonable planning assumptions, industry-average compensation factors, estimated payroll burdens, overtime and callback needs, and anticipated annual cost increases.

This review recognizes that fire protection is a core public safety service. Any change from a contract fire service model to a City-operated fire department must be evaluated carefully, including staffing reliability, station coverage, response capability, labor obligations, CalPERS and benefit costs, workers' compensation exposure, dispatch arrangements, automatic-aid agreements, apparatus readiness, and long-term fiscal sustainability.

The proposed Oroville City Fire Department model is designed to restore local identity, local accountability, and direct City control over fire service delivery. A

City department would allow Oroville to establish its own staffing priorities, response standards, reserve firefighter program, fire prevention services, community risk reduction efforts, and long-term emergency-service planning.

The one-year cost projection provides an estimated first-year operating cost for the new department, including personnel, reserve firefighter support, dispatch, and initial PPE and turnout needs. The five-year projection provides a longer-term comparison to help determine whether the City-operated model may provide financial savings, cost stability, or improved service value compared to continuing the current contract structure.

This analysis should be considered a planning-level economic study and should be reviewed further by City administration, finance staff, human resources, labor counsel, risk management, and fire service professionals before final implementation. Final costs may vary based on labor negotiations, benefit rates, CalPERS obligations, insurance, dispatch contract terms, staffing decisions, apparatus costs, station needs, and future automatic-aid agreements.

The central policy question is whether the City of Oroville can provide a fire department that is locally controlled, professionally staffed, financially responsible, and capable of meeting the emergency needs of the community. Based on the preliminary one-year and five-year projections, a City-operated fire department warrants serious consideration as a potential long-term public safety investment for Oroville.

All cost estimates are planning level analysis and not final adopted budget numbers.

At this time Exhibit Plan A is suggested as a first phase which would complete the change from state personnel to City personnel.

Exhibit Plan B is suggested for future planning once the Airport Police Fire Facility remolding has been completed.

Respectfully submitted,



David W. Pittman
Retired Fire Chief
Mayor, City of Oroville

New Oroville City Fire Department

Economic and Operational Analysis

Summary

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City of Oroville Fire Service Cost Comparison

CAL FIRE Contract Service vs. New Oroville City Fire Department Plan A

Five-Year Projection Beginning June 2027

Purpose

This comparison provides a five-year annual cost breakdown between continuing fire service through the CAL FIRE contract and establishing a new Oroville City Fire Department Plan A beginning in **June 2027**.

The New Oroville City Fire Plan is based on the one-station model staffing:

- 1 Engine Company.
- 1 Truck Company.
- 21 full-time personnel.
- 6 reserve firefighters.
- Station 1 operations.
- Dispatch contract.
-

CAL FIRE Contract Cost Projection

The CAL FIRE contract projection uses the annual amounts previously identified for 2027 through 2030. The 2031 amount is projected using the same approximate 4% annual increase.

Year	CAL FIRE Contract Cost Estimates
2027	$6,602,948
2028	$6,867,066
2029	$7,141,748
2030	$7,427,418
2031	$7,724,515
Five-Year Total	$35,763,695

New Oroville City Fire Plan Cost Projection

The **New Oroville City Fire Plan** includes personnel, reserve firefighters, dispatch contract, and first-year PPE / turnouts.

Fiscal Year	New Oroville City Fire Plan Cost
2027–28	$5,221,601 – $5,421,601
2028–29	$5,208,726 – $5,362,026
2029–30	$5,323,318 – $5,479,991
2030–31	$5,440,430 – $5,600,550
2031–32	$5,560,120 – $5,723,763
Five-Year Total	$26,754,195 – $27,587,931

Annual Cost Difference

The following table compares the projected CAL FIRE cost against the New Oroville City Fire Plan. The cost difference represents the estimated annual savings if the City operates the new Oroville City Fire Department instead of continuing the CAL FIRE contract.

Year	CAL FIRE Contract Cost	New Oroville City Fire Plan Cost	Estimated Annual Savings
2027–28	$6,602,948	$5,221,601 – $5,421,601	**$1,181,347 – $1,381,347**
2028–29	$6,867,066	$5,208,726 – $5,362,026	**$1,505,040 – $1,658,340**
2029–30	$7,141,748	$5,323,318 – $5,479,991	**$1,661,757 – $1,818,430**
2030–31	$7,427,418	$5,440,430 – $5,600,550	**$1,826,868 – $1,986,988**
2031–32	$7,724,515	$5,560,120 – $5,723,763	**$2,000,752 – $2,164,395**

Five-Year Total Comparison

Fire Service Model	Five-Year Cost
CAL FIRE Contract Service	**$35,763,695**
New Oroville City Fire Plan	**$26,754,195 – $27,587,931**
Estimated Five-Year Savings	**$8,175,764 – $9,009,500**

Summary

Over the five-year period beginning in **June 2027**, the projected cost of continuing with CAL FIRE contract service is approximately:

$35.76 million

The projected cost of operating the New Oroville City Fire Department Plan is approximately:

$26.75 million to $27.59 million

The estimated five-year cost difference is:

$8.18 million to $9.01 million in potential savings

This comparison indicates that the New Oroville City Fire Plan could provide a lower-cost local fire service model while restoring local command control, local staffing, local accountability, and a City-managed fire department identity.

This estimate should be reviewed further for final validation of dispatch costs, workers' compensation rates, CalPERS obligations, labor agreement terms, apparatus maintenance, insurance, legal costs, and any transition costs not included in this limited comparison.

City of Oroville Fire Department

Proposals Alternative Plan A & Plan B

These proposals provide a revised personnel-cost estimate and reduced cost to Oroville taxpayer for establishing a new **City of Oroville Fire Department** beginning in **June 2027**. This model is based on a municipal fire department staffing plan designed to operate with flexibility, expand services and City staff with intimate knowledge of Oroville City fire protection services.

Exhibit Plan A is New Oroville City Fire staffing to current level of service.

Exhibit Plan B is New Oroville City Fire staffing of
2 Fire Apparatus Station 1 and
1 Fire Apparatus Airport Station

Exhibit Plan A
This salary schedule for
New Oroville City Fire Department considers the staffing plan

Below is a Council-ready salary schedule for a **one-station Oroville City Fire Department model** staffing **one Engine Company and one Truck Company**. I used the prior Oroville planning assumptions and benchmarked the structure against California fire compensation references. CalHR's firefighter compensation survey uses Firefighter, Fire Apparatus Engineer, Fire Captain, and Battalion Chief as benchmark classifications, and Oroville maintains its official salary schedule through the City Human Resources Department. (CalHR Website)

New Oroville City Fire Department
Proposed Salary Schedule on 56 hours workweek on 48/96 plan
One-Station Staffing Model
One Engine Company and One Truck Company
June 2027 Industry-Average Assumptions

Purpose

This proposed salary schedule establishes a June 2027 compensation structure for a one-station **Oroville City Fire Department** staffing:

1 Engine Company
1 Truck Company

The schedule is designed for a locally controlled municipal fire department using industry-average assumptions for a small Northern California fire agency. It is intended for budget planning, Council discussion, recruitment planning, and comparison to contract fire service costs.

One-Station Staffing Model

The one-station model assumes the following department staffing:

Classification	Number of Positions	Primary Function
Fire Chief	1	Department leadership, budget, labor relations, emergency management
Deputy / Battalion Chief	1	Operations, training, shift oversight, emergency response coordination
Chief / Fire Marshal	1	Fire prevention, inspections, plan review, investigations, code compliance
Fire Captains	3	One captain assigned to each 24-hour shift
Fire Engineers	6	Apparatus operators for Engine and Truck companies
Firefighters	8	Fire suppression, EMS, rescue, WUI response, truck support
Administrative Aide	1	Records, scheduling, payroll support, purchasing, public counter support
Total Full-Time Personnel	21	
Reserve Firefighters	6	Part-time support personnel

Classification	Number of Positions	Primary Function
Total Department Personnel	27	

Apparatus Staffing Plan

Engine Company

Position	Staffing
Fire Captain	1
Fire Engineer	1
Firefighter	1
Total Engine Company Staffing	3

Truck Company

Position	Staffing
Fire Engineer / Truck Operator	1
Firefighter	1
Total Truck Company Staffing	2

Reserve Firefighter Support

Position	Staffing
Reserve Firefighter	1
Reserve Support Staffing	1

Daily Minimum Staffing Goal

Assignment	Staffing
Duty Chief / Command Officer	1
Engine Company	3
Truck Company	2
Reserve Firefighter Support	1
Total Daily Staffing Goal	7

Salary Schedule Assumptions

Item	Assumption
Effective date	June 2027
Salary structure	8-step schedule
Step increase	Approximately 5% between steps
Suppression schedule	56-hour average fire service workweek
Chief officer schedule	Administrative / command schedule unless assigned to shift duty
Reserve firefighter status	Part-time, hourly, non-benefited except as required by law
Benefits / payroll burden	Estimated separately for budget planning
Education incentive	3% of base salary
Acting officer pay	5% premium when assigned
Uniform allowance	$1,000 annually per full-time sworn employee

Item	Assumption
Callback / holdover overtime	1.5 times regular rate, subject to City policy

Proposed Full-Time Salary Schedule

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Fire Chief	$150,000	$157,500	$165,375	$173,644	$182,326	$191,442	$201,014	$211,065
Deputy / Battalion Chief	$125,000	$131,250	$137,813	$144,703	$151,938	$159,535	$167,512	$175,888
Chief / Fire Marshal	$120,000	$126,000	$132,300	$138,915	$145,861	$153,154	$160,811	$168,852
Fire Captain	$105,000	$110,250	$115,763	$121,551	$127,628	$134,010	$140,710	$147,746
Fire Engineer	$88,500	$92,925	$97,571	$102,450	$107,572	$112,951	$118,598	$124,528
Firefighter	$75,000	$78,750	$82,688	$86,822	$91,163	$95,721	$100,507	$105,533
Administrative Aide	$50,000	$52,500	$55,125	$57,881	$60,775	$63,814	$67,005	$70,355

Monthly Salary Schedule

Classification	Step A Monthly	Step E Monthly	Step H Monthly
Fire Chief	$12,500	$15,194	$17,589
Deputy / Battalion Chief	$10,417	$12,662	$14,657
Chief / Fire Marshal	$10,000	$12,155	$14,071
Fire Captain	$8,750	$10,636	$12,312
Fire Engineer	$7,375	$8,964	$10,377
Firefighter	$6,250	$7,597	$8,794
Administrative Aide	$4,167	$5,065	$5,863

Approximate Hourly Equivalent

For suppression personnel, hourly equivalents are based on a **56-hour average workweek**, or approximately **2,912 scheduled hours per year**.

For chief officer and administrative positions, hourly equivalents are shown using a **2,080-hour administrative work year** for comparison.

Classification	Step A Approx. Hourly	Step E Approx. Hourly	Step H Approx. Hourly
Fire Chief	$72.12	$87.66	$101.47
Deputy / Battalion Chief	$60.10	$73.05	$84.56
Chief / Fire Marshal	$57.69	$70.13	$81.18
Fire Captain	$36.06	$43.83	$50.74
Fire Engineer	$30.39	$36.94	$42.76
Firefighter	$25.76	$31.31	$36.24

Classification	Step A Approx. Hourly	Step E Approx. Hourly	Step H Approx. Hourly
Administrative Aide	$24.04	$29.22	$33.82

Reserve Firefighter Hourly Salary Schedule

Reserve firefighters would be part-time, hourly, at-will, and non-benefited except for legally required payroll obligations, workers' compensation, training, and safety requirements.

Classification	Step A	Step B	Step C	Step D	Step E
Reserve Firefighter Trainee	$17.50/hr.	$18.38/hr.	$19.29/hr.	$20.26/hr.	$21.27/hr.
Reserve Firefighter	$19.00/hr.	$19.95/hr.	$20.95/hr.	$22.00/hr.	$23.10/hr.
Lead Reserve Firefighter	$21.00/hr.	$22.05/hr.	$23.15/hr.	$24.31/hr.	$25.53/hr.

Total Base Salary Cost by Step

If all full-time personnel were placed at the same salary step, the total annual base salary cost would be:

Salary Step	Total Annual Base Salary Cost
Step A	$2,040,500
Step B	$2,142,525
Step C	$2,249,877
Step D	$2,362,876
Step E	$2,481,802
Step F	$2,605,947
Step G	$2,737,048
Step H	$2,875,230

Recommended Budget Planning Step

For a new one-station municipal fire department, the recommended budget planning level is **Step E**.

At Step E, the estimated full-time base salary cost is: **$2,481,802**

This assumes the City will likely need a mix of experienced chief officers, lateral captains, trained engineers, entry-level or lateral firefighters, and one administrative support position.

This base salary figure does **not** include benefits, education incentive, acting officer pay, uniform allowance, overtime, callback, holdover, reserve firefighter payroll, PPE, dispatch, or other operating costs.

Industry-Average Compensation Add-Ons

The City should consider the following average municipal fire compensation provisions:

Compensation Item	Recommended Assumption
Benefits / payroll burden — sworn fire personnel	85% of base salary

Compensation Item	Recommended Assumption
Benefits / payroll burden — administrative aide	50% of base salary
Education incentive	3% of sworn base salary
Acting officer pay	5% premium when assigned
Uniform allowance	$1,000 per year per full-time sworn employee
Callback overtime	1.5 times regular rate, 2-hour minimum
Holdover overtime	1.5 times regular rate, 1-hour minimum
Reserve payroll burden	20% of reserve wages

Education Incentive

Eligible sworn fire employees may receive an education incentive equal to **3% of base salary** for approved education, certification, or degree achievement related to fire service, emergency management, EMS, public administration, fire prevention, or fire technology.

Uniform Allowance
Each full-time sworn fire employee should receive an annual uniform allowance of:
$1,000 per year
This allowance is intended to support uniforms, duty clothing, station wear, boots, and required appearance standards.
Callback and Holdover Overtime
Callback and holdover overtime should be paid at:
1.5 times the employee's regular rate of pay
Recommended minimums:

Overtime Type	Recommended Minimum
Callback overtime	2-hour minimum
Holdover overtime	1-hour minimum

Council-Level Summary

This proposed June 2027 salary schedule supports a one-station **Oroville City Fire Department** staffing model with:

1 Engine Company
1 Truck Company
21 Full-Time Personnel
6 Reserve Firefighters
27 Total Department Personnel

The schedule creates a clear compensation structure for Fire Chief, Deputy / Battalion Chief, Chief / Fire Marshal, Fire Captain, Fire Engineer, Firefighter, Administrative Aide, and Reserve Firefighter classifications.

For financial planning, the City should use **Step** E as the working salary placement assumption, with total personnel cost calculated separately to

include benefits, incentives, overtime, callback, holdover, uniform allowance, and reserve firefighter costs.

End of Plan A Salary Schedule

Exhibit Plan A

This plan provides for Total Cost Descriptions and Estimates for Main Station current service

Cost Estimates for Plan A

Below is a Council-style cost model for the Plan A staffing plan.

New Oroville City Fire Department
June 2027 Personnel Cost Model
One Engine Company and One Truck Company
56-Hour Fire Service Workweek
Purpose
This proposal provides a revised personnel-cost estimate for establishing a new **City of Oroville Fire Department** beginning in **June 2027**. This model is based on a municipal fire department staffing plan designed to operate an all-risk fire service delivery. The plan encourages partnerships with current area special teams for Hazardous Material, Water Rescue, High Angle Rescue, Confined space and technical actives.
1 Engine Company and 1 Truck Company
The model includes:

- 2 Chief Officers.
- 1 Chief / Fire Marshal position.
- 3 Fire Captains.
- 6 Fire Engineers.
- 8 Firefighters.
- 6 Reserve Firefighters.
- 1 Administrative Aide.

This model supports local command, fire prevention oversight, one staffed engine company, one truck company capability, reserve firefighter support, and basic administrative support. One changes this plan would provide for off duty call back of fire personnel on a General Alarm basis. In past this was critical to City of Oroville coverage during extended fire incident events and provided additional staffing of City fire apparatus unstaffed. Call back service is not provided in the current CalFire contract. This was incentive for City fire staff knowing they might be available for additions overtime on fire incident experience. The current contract does not contain any overtime budget to hire personnel for special events, provide additional staffed engine companies for high hazard fire watch or back up staffing.

Staffing Model

Classification	Number of Positions	tio n
Fire Chief	1	Department leadership, budget, labor relations, emergency management
Deputy / Battalion Chief	1	Operations, training, shift oversight, emergency response coordination
Chief / Fire Marshal	1	Fire prevention, inspections, plan review, investigations, code compliance
Fire Captains	3	One captain assigned to each suppression shift
Fire Engineers	6	Apparatus operators for engine and truck company staffing
Firefighters	8	Fire suppression, EMS support, rescue, WUI response, truck support
Administrative Aide	1	Records, payroll support, scheduling support, purchasing, public counter support
Total Full-Time Personnel	**21**	
Reserve Firefighters	6	Part-time, non-benefited support personnel
Total Department Personnel	**27**	

Minimum Daily Staffing Concept

The proposed staffing model is intended to support the following daily 24-hour deployment when staffing allows:

Assignment	Staffing
Duty Chief / Battalion Chief / Command Officer	1
Engine Company	3
Truck Company	2
Reserve Firefighter Support	1
Total Daily Staffing	**7**

Apparatus Staffing Plan

Engine Company

Position	Staffing
Fire Captain	1
Fire Engineer	1
Firefighter	1
Total Engine Company Staffing	**3**

Truck Company

Position	Staffing
Fire Engineer / Truck Operator	1
Firefighter	1
Total Truck Company Staffing	**2**

Reserve Firefighter Support

Position	Staffing
Reserve Firefighter	1
Total Reserve Support Staffing	**1**

Reserve firefighters may be assigned to truck company support, station coverage, incident support, red flag staffing, special events, training, and callback support.

56-Hour Workweek Assumption

The department's professional suppression personnel would be assigned to a **56-hour average fire service workweek**, consistent with a traditional 24-hour shift model.

This staffing model supports:

- Three shift platoons.
- One staffed engine company.
- One staffed truck company capability.
- One duty chief / command officer.
- A reserve firefighter support program.
- Administrative support for fire department operations.
- Local City command control.
- Fire prevention and inspection capacity.

Estimated June 2027 Personnel Cost

The following estimate uses the proposed June 2027 Oroville City Fire salary schedule and assumes **mid-range Step E salary placement** for budget planning.

Base Salary Estimate

Classification	Positions	Step E Salary Assumption	Estimated Base Salary Cost
Fire Chief	1	$182,326	$182,326
Deputy / Battalion Chief	1	$151,938	$151,938
Chief / Fire Marshal	1	$145,861	$145,861
Fire Captains	3	$127,628	$382,884
Fire Engineers	6	$107,572	$645,432
Firefighters	8	$91,163	$729,304
Administrative Aide	1	$65,000	$65,000
Total Base Salary Cost	**21**		**$2,302,745**

Benefits and Payroll Burden

For budget planning, sworn fire personnel are estimated at an **85% benefits / payroll burden**. The Administrative Aide is estimated at a **50% benefits / payroll burden**.

Cost Category	Estimated Annual Cost
Sworn fire personnel base salary	$2,237,745
Sworn benefits / payroll burden at 85%	$1,902,083
Administrative Aide base salary	$65,000
Administrative Aide benefits / payroll burden at 50%	$32,500
Total Salary and Benefits	**$4,237,328**

Additional Personnel Compensation Assumptions

Compensation Item	Estimated Annual Cost
Education incentive at 3% of sworn payroll	$67,132
Acting officer pay allowance	$8,788
Uniform allowance, 20 sworn employees at $1,000 each	$20,000
Overtime / callback / holdover / backfill pool	$400,000
Total Additional Personnel Compensation	**$495,920**

Reserve Firefighter Cost

Reserve firefighter cost is based on **6 reserve firefighters** working approximately **420 hours per reserve firefighter per year**.

Reserve Cost Category	Estimated Annual Cost
Reserve firefighter base payroll	$52,794
Payroll taxes / workers' compensation / administrative burden	$10,559
Total Reserve Firefighter Cost	**$63,353**

Total Annual Personnel Cost

Personnel Category	Estimated Annual Cost
Full-time salary and benefits	$4,237,328
Additional personnel compensation	$495,920
Reserve firefighter program	$63,353
Total Annual Personnel Cost	**$4,796,601**

Rounded Council planning number: **$4.8 million annually**

Additional Costs to Be Budgeted Separately

Only the following additional costs are listed outside the personnel estimate:

Additional Cost	Estimated Cost
New personnel PPE and turnouts	$125,000 – $175,000 one-time start-up cost
Dispatch contract	$300,000 – $450,000 annually, pending final contract quote

Estimated First-Year Cost Including Limited Additional Costs

Cost Category	Estimated Cost
Annual personnel cost	$4,796,601
New personnel PPE and turnouts	$125,000 – $175,000
Dispatch contract	$300,000 – $450,000
Estimated First-Year Cost Range	**$5,221,601 – $5,421,601**

Rounded first-year planning number:

$5.2 million to $5.4 million

Estimated Recurring Annual Cost After Start-Up PPE

After the initial PPE and turnout purchase, the recurring annual cost would be approximately:

Recurring Cost Category	Estimated Annual Cost
Personnel cost	$4,796,601
Dispatch contract	$300,000 – $450,000
Estimated Recurring Annual Cost	**$5,096,601 – $5,246,601**

Rounded recurring planning number:

$5.1 million to $5.25 million annually

Summary

A new **Oroville City Fire Department** beginning in **June 2027** with this revised staffing model is estimated to cost approximately:

$4.8 million annually in personnel costs

With limited additional costs for **new personnel PPE and turnouts** and a **dispatch contract**, the estimated first-year cost would be approximately:

$5.2 million to $5.4 million

The estimated recurring annual cost after the initial PPE purchase would be approximately:

$5.1 million to $5.25 million

This model would provide Oroville with a locally controlled municipal fire department, three chief-level leadership/prevention positions, one staffed engine company, one truck company capability, six reserve firefighters, and administrative support for department operations.

End of Plan A Salary Schedule

Exhibit Plan A

This proposal provides for needed staffing for Main Station current service

New Oroville City Fire Department

Fire Apparatus Staffing Plan A
Station 1 — One Engine Company and One Truck Company
June 2027 Staffing Model
Purpose

This fire apparatus staffing plan establishes a practical deployment model for the new **Oroville City Fire Department** beginning in **June 2027**. The plan uses the proposed Oroville City Fire salary schedule and supports staffing for:

1 Engine Company

1 Truck Company

Station 1 Fire Operations

This model is designed to provide Oroville with local command control, professional fire response, truck company capability, reserve firefighter support, and a cost-conscious municipal fire department staffing structure.

Department Staffing Model

Classification	Number of Positions	Primary Assignment
Fire Chief	1	Department leadership, budget, labor relations, emergency management
Deputy / Battalion Chief	1	Operations, training, shift oversight, emergency response coordination
Chief / Fire Marshal	1	Fire prevention, inspections, plan review, investigations, code compliance
Fire Captains	3	One captain assigned to each 24-hour shift

Fire Engineers	6	Apparatus operators for Engine and Truck companies
Firefighters	8	Fire suppression, EMS, rescue, WUI response, truck support
Administrative Aide	1	Records, scheduling, payroll support, purchasing, public counter support
Total Full-Time Personnel	**21**	
Reserve Firefighters	6	Part-time support personnel
Total Department Personnel	**27**	

Station 1 Apparatus Assignment

Station 1 would serve as the primary fire station for the Oroville City Fire Department and would house:

Apparatus	Staffing	Primary Function
Engine Company 1	3 personnel	First-due fire suppression, EMS, rescue, vehicle accidents, vegetation fires
Truck Company 1	2 personnel	Aerial operations, ladders, ventilation, forcible entry, rescue support
Duty Chief / Command Officer	1 personnel	Incident command, shift supervision, emergency management
Reserve Firefighter Support	1 personnel	Truck support, incident support, station coverage, surge staffing
Total Station 1 Daily Staffing	**7 personnel**	

Minimum Daily Staffing Plan

The proposed minimum 24-hour staffing plan for Station 1 is:

Assignment	Staffing
Duty Chief / Battalion Chief / Command Officer	1
Engine Company 1	3
Truck Company 1	2
Reserve Firefighter Support	1
Total Daily Staffing Goal	**7**

This model provides:

- One chief officer or command officer on duty.
- One three-person engine company.
- One two-person truck company.
- One reserve firefighter assigned to support truck operations, station coverage, and incident response.
- Local command and control of fire services.
- A municipal fire department identity under City of Oroville authority.

Engine Company 1 Staffing

Engine Company 1 should be staffed as a three-person engine company.

Position	Staffing
Fire Captain	1
Fire Engineer	1
Firefighter	1
Total Engine Company Staffing	3

Engine Company Responsibilities

Engine Company 1 would normally serve as the primary first-due company for:

- Structure fires.
- EMS calls.
- Vehicle accidents.
- Rescue calls.
- Vegetation fires.
- Fire alarms.
- Public service calls.
- Hazardous conditions.
- Initial fire attack.
- Water supply.
- Hose deployment.
- Search support.
- Exposure protection.
- Water/River Rescue.
- Fire Safety Patrol High Fire Danger.

Truck Company 1 Staffing

Truck Company 1 should be staffed as a three-person truck company capability.

Position	Staffing
Fire Engineer / Truck Operator	1
Firefighter	1
Reserve Firefighter	1
Total Truck Company Staffing	3

Truck Company Responsibilities

Truck Company 1 would provide:

- Truck apparatus operation.
- EMS operations
- Heavy Rescue activities
- Aerial ladder operation.
- Ground ladder deployment.
- Forcible entry support.
- Ventilation support.
- Search and rescue support.
- Salvage and overhaul.

- Utility control.
- Scene lighting.
- Tool staging.
- Elevated master stream capability.
- Downtown and commercial building response.
- Support for Engine Company 1 at working fires.

This staffing model should be described as a **minimum truck company capability**, a reasonable staffed independent truck company. At working structure fires, additional personnel may be needed through callback, reserve activation, automatic aid agreement, or mutual aid.

Duty Chief / Command Officer

The daily staffing plan includes one Duty Chief, Battalion Chief, Deputy Chief, or qualified command officer.

Position	Staffing
Duty Chief / Command Officer1	One

Duty Chief Responsibilities

The Duty Chief / Command Officer would be responsible for:

- Incident command.
- Shift supervision.
- Emergency operations coordination.
- Mutual aid coordination.
- Callback and reserve activation.
- Red flag staffing decisions.
- Major incident notifications.
- Fireground accountability.
- Station coverage decisions.
- Administrative command after hours.

The Duty Chief should not normally be counted as part of the engine or truck company staffing. The Duty Chief should remain available for command, supervision, and citywide operational control.

Reserve Firefighter Support

The department would include **6 reserve firefighters**. The daily staffing goal includes **1 reserve firefighter** assigned to Station 1 when available.

Position	Staffing
Reserve Firefighter	One

Reserve Firefighter Responsibilities

Reserve firefighters would support:

- Truck company operations.
- Emergency incident support.
- Station coverage.
- Red flag staffing.
- Public events.
- Training evolutions.

- Equipment staging.
- Rehab operations.
- Hose and tool movement.
- Salvage and overhaul.
- Vegetation fire response.
- Disaster response.
- Large incident recall.

Reserve firefighters should supplement professional staffing and should not replace required professional engine company staffing. Consider this program as suitable for future full time.

56-Hour Workweek Staffing Requirement

A 56-hour fire service workweek generally requires three assigned employees for each continuously staffed 24-hour position.

The Station 1 model requires the following professional positions across three platoons:

Daily Professional Seat	Positions Needed Across 3 Shifts
Duty Chief / Command Officer	3
Engine Company Captain	3
Engine Company Engineer	3
Engine Company Firefighter	3
Truck Company Engineer	3
Truck Company Firefighter	3
Total Professional Shift Positions Needed	**18**

The proposed full-time staffing model includes **21 full-time personnel**, which provides the minimum operational staffing plus command, fire prevention, and administrative support.

Use of Fire Captains

The department's **3 Fire Captain positions** provide one company officer per shift.

Assignment	Captains Needed
Engine Company Captain — A Shift	1
Engine Company Captain — B Shift	1
Engine Company Captain — C Shift	1
Total Fire Captains	3

The Fire Captain would serve as the Engine Company officer and may also supervise station operations, shift duties, training, and initial incident operations until relieved by a chief officer.

Use of Fire Engineers

The department's **6 Fire Engineer positions** provide one apparatus operator for the Engine Company and one apparatus operator for the Truck Company across all three shifts.

Assignment	Engineers Needed
Engine Company Engineer across 3 shifts	3
Truck Company Engineer across 3 shifts	3
Total Fire Engineers	*6*

This ensures that both primary apparatus at Station 1 have qualified professional driver/operators.

Use of Firefighters

The department's **8 Firefighter positions** provide one firefighter for the Engine Company and one firefighter for the Truck Company across all three shifts, with limited additional relief capacity.

Assignment	Firefighters Needed
Engine Company Firefighter across 3 shifts	3
Truck Company Firefighter across 3 shifts	3
Relief / training / vacancy coverage	2
Total Firefighters	**8**

This provides the minimum daily firefighter staffing for one engine and one truck, plus limited flexibility for leave, training, callback, and surge staffing.

Salary Schedule Application

Using the proposed Oroville City Fire salary schedule, the primary operational classifications for Station 1 would be:

Classification	Salary Schedule Use
Fire Captain	Company officer for Engine Company 1
Fire Engineer	Apparatus operator for Engine Company 1 and Truck Company 1
Firefighter	Engine and Truck company firefighter assignments
Reserve Firefighter	Part-time support for truck operations and incident support
Duty Chief / Battalion Chief	Command and shift supervision

For budget planning, the City should use **Step E** as the average salary placement assumption for full-time personnel, with benefits, overtime, education incentive, acting pay, uniform allowance, callback, holdover, and reserve firefighter costs calculated separately.

Recommended Minimum Staffing Policy

"The City of Oroville Fire Department shall staff Station 1 with one Engine Company and one Truck Company capability. The minimum daily staffing goal shall be one qualified chief officer or command officer, one three-person engine company, one two-person truck company, and one reserve firefighter assigned to support station operations, emergency response, and truck company functions.

The department shall maintain three Fire Captain positions, six Fire Engineer positions, and eight Firefighter positions to support 24-hour staffing of the Engine Company and Truck Company across three shift platoons. Reserve firefighters shall supplement professional staffing and shall support truck company operations, emergency incidents, station coverage, red flag staffing, training, and community service functions. "This staffing plan also supports immediate emergency response of water rescue craft and additional use of fire patrol with Type 6 apparatus.

Council-Level Summary

This apparatus staffing plan provides Oroville with a locally controlled one-station fire deployment model:

Station 1: One Engine Company and One Truck Company

The daily staffing model provides:

7 personnel on duty

6 professional fire personnel

1 reserve firefighter

1 staffed engine company

1 staffed truck company capability

2 staffed fire apparatus assigned to Station 1

Using the proposed Oroville City Fire salary schedule, this plan supports a practical one-station municipal fire department structure for June 2027. It provides professional apparatus operators for both the engine and truck company, a company officer on each shift, reserve firefighter support, local command control, and fire prevention/administrative capacity.

This is a cost-conscious staffing model. The City should still budget for overtime, callback, reserve support, and mutual aid to maintain coverage during leave, training, vacancies, injuries, major incidents, and multiple-call events.

End of Plan A Staffing Schedule

Exhibit Plan B
This proposal provides for staffing plan for 2 fire Stations
Main station plus the new Airport Fire Station

Below is a Council-style apparatus staffing plan using the proposed **Oroville City Fire 2027 salary schedule** and the current staffing model of **22 professional personnel and 6 reserve firefighters**.

New City of Oroville Fire Department
Fire Apparatus Staffing Plan
Station 1 and Station 2 — Oroville Airport
June 2027 Staffing Model

Purpose

This apparatus staffing plan establishes a practical deployment model for the new **City of Oroville Fire Department** beginning in **June 2027**. The plan uses the proposed Oroville City Fire salary schedule and supports staffing for:

- **One Engine Company and one Truck Company at Station 1**
- **One Engine Company at Station 2 — Oroville Airport**
- **Three shift platoons**
- **A 56-hour fire service workweek**
- **22 full-time professional fire personnel**
- **6 part-time reserve firefighters**

The goal is to provide local command, two-station coverage, citywide response capacity, truck company capability, and improved emergency response reliability for Oroville.

Department Staffing Model

Classification	Number of Positions	Primary Assignment
Fire Chief	1	Department leadership, budget, policy, labor relations
Deputy / Battalion Chief	1	Operations, training, emergency response coordination
Fire Marshal / Division Chief	1	Fire prevention, inspections, plan review, investigations
Fire Captains	3	One assigned to each 24-hour shift
Fire Engineers	9	Apparatus operators for engines and truck company
Firefighters	7	Fire suppression, EMS, rescue, WUI response
Total Professional Fire Personnel	**22**	
Reserve Firefighters	6	Part-time support personnel
Total Department Personnel	**28**	

Station Assignments

Station 1 — Primary City Fire Station

Station 1 would serve as the primary city fire station and house:

Apparatus	Staffing	Primary Function
Engine Company 1	3 personnel	First-due engine, EMS, fire suppression, rescue, citywide response
Truck Company	2 personnel	Aerial operations, forcible entry, ventilation, rescue support, downtown/commercial response
Duty Chief / Command Officer	1 personnel	Incident command, shift supervision, emergency management
Total Station 1 Staffing	**6 personnel**	

Station 1 Staffing Detail

Assignment	Position
Duty Chief / Command Officer	Chief Officer or qualified command officer
Engine Company 1 Officer	Fire Captain
Engine Company 1 Apparatus Operator	Fire Engineer
Engine Company 1 Firefighter	Firefighter
Truck Company Apparatus Operator	Fire Engineer
Truck Company Support	Reserve Firefighter

Station 1 provides the City with command presence, downtown and central city coverage, truck company capability, and the ability to support larger incidents, commercial building fires, rescues, and multiple-call events. Provide out of jurisdiction response to Butte County Fire jurisdiction.

Station 2 — Oroville Airport Fire Station

Station 2 would serve the Oroville Airport area and provide eastern/southern city coverage, airport-area response, industrial/commercial response, vegetation fire response, special rescue incidents, and improved coverage for areas farther from Station 1.

Apparatus Staffing	Staffing 24/7	Primary Function
Engine Company	3 personnel	First-due engine for Airport area, EMS, fire suppression, rescue, WUI response, West Oroville/Thermolito, Clay Pit, Shooting ranges, Afterbay
Total Airport Station	3 personnel	

Station 2 Staffing Detail

Assignment	Position
Engine Company 2 Officer	Fire Captain or acting company officer
Engine Company 2 Apparatus Operator	Fire Engineer
Engine Company 2 Firefighter	Firefighter

Station 2 gives Oroville a second staffed fire station, improves response coverage, and provides better citywide deployment capability when Station 1 units are committed.

Minimum Daily Staffing Plan

Location / Unit	Staffing
Station 1 — Duty Chief / Command Officer	1
Station 1 — Engine Company 1	3
Station 1 — Truck Company	1 Professional Engineer + 1 Reserve Firefighter
Station 2 — Engine Company 2	3
Total Daily Staffing	**9 personnel**

Daily On-Duty Staffing Summary

Classification On Duty	Number On Duty
Chief Officer / Command Officer	1
Fire Captains / Company Officers	2
Fire Engineers	3
Firefighters	2
Reserve Firefighters	1
Total On-Duty Staffing	9

This daily staffing model places **8 professional personnel and 1 reserve firefighter** on duty each 24-hour operational period.

Apparatus Deployment

Engine Company 1 — Station 1

Engine Company 1 should be staffed as a three-person engine company.

Position	Staffing
Fire Captain	1
Fire Engineer	1
Firefighter	1
Total	3

Primary responsibilities:

- First due for Aircraft Crash Rescue
- First due for Airport and West Thermolito developments
- First due and back up response in central Oroville.
- EMS response.
- Structure fire attack.
- Vehicle accident response.
- Rescue operations.

- Vegetation fire response.
- Public service calls.
- Support for Truck Company operations.
- Citywide coverage when needed.
- Water rescue boat staffing.

Truck Company — Station 1

The Truck Company should be staffed as a minimum two-person truck capability.

Position	Staffing
Fire Engineer / Truck Operator	1
Reserve Firefighter	1
Total	2

Primary responsibilities:

- Truck apparatus operation.
- Aerial device operation.
- Ground ladder deployment.
- Forcible entry support.
- Ventilation support.
- Search and rescue support.
- Salvage and overhaul.
- Utility control.
- Scene lighting.
- Tool staging.
- Downtown and commercial building response.

This staffing model should be described as a **minimum truck company capability**, a reasonable staffed independent truck company. At working structure fires, professional engine personnel, Utilizing General Alarm for **callback staffing, reserves, or mutual aid** should be used to complete full truck company functions. Discussions of an Oroville Area Emergency Automatic Response plan to benefit all jurisdictions is highly recommended. Its suggested Truck company should be an automatic first response to either of the high-rise Casio's in Oroville area

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Engine Company 2 — Station 2 Oroville Airport

Engine Company 2 should be staffed as a three-person engine company.

Position	Staffing
Fire Captain or Acting Company Officer	1
Fire Engineer	1
Firefighter	1
Total	3

Primary responsibilities:

- First-due response for the Oroville Airport area.
- EMS response.

- Fire suppression.
- Airport-area incident support.
- Vegetation fire response.
- Vehicle accidents.
- Industrial and commercial response.
- Citywide move-up coverage.
- Mutual aid support when available
- Coverage of Oroville area west of Feather River first due
- Recreation incident responses to water, clay pit OHV, wildlife area, shooting range

56-Hour Workweek Staffing Requirement

A 56-hour fire service workweek generally requires three assigned employees for each continuously staffed 24-hour seat.

The daily staffing model requires:

Daily Professional Seat	Positions Needed Across 3 Shifts
Duty Chief / Command Officer	3
Engine Company 1 Officer	3
Engine Company 1 Engineer	3
Engine Company 1 Firefighter	3
Truck Company Engineer	3
Engine Company 2 Officer	3
Engine Company 2 Engineer	3
Engine Company 2 Firefighter	3
Total Professional Shift Positions Needed	**24**

The proposed department has **22 professional fire personnel**, which means the model is lean and will require careful scheduling, acting assignments, overtime, reserve support, and command flexibility to maintain full daily deployment.

Use of 9 Fire Engineers

The department's **9 Fire Engineer positions** provide one professional apparatus operator for each primary apparatus across all three shifts.

Apparatus Seat	Engineers Needed
Engine Company 1 Engineer	3
Truck Company Engineer	3
Engine Company 2 Engineer	3
Total Fire Engineers	**9**

This is the strongest part of the staffing model because it ensures qualified apparatus operators for both engines and the truck company.

Use of 7 Firefighters

The department's **7 Firefighter positions** support engine company staffing and provide limited relief coverage.

Firefighter Assignment	Positions Needed
Engine Company 1 Firefighter across 3 shifts	3
Engine Company 2 Firefighter across 3 shifts	3
Limited relief / training / vacancy coverage	1
Total Firefighters	**7**

This provides the minimum firefighter staffing needed for two engine companies, with only limited relief capacity.

Reserve Firefighter Assignment

The department's **6 Reserve Firefighters** should be assigned to support truck company staffing, station coverage, red flag staffing, major incident response, and callback needs.

Reserve Assignment	Staffing Plan
Station 1 Truck Company Support	1 reserve firefighter per 24-hour shift when available
Reserve Pool	Additional reserves for training, callback, red flag staffing, public events, and large incidents

Reserve firefighters should supplement professional staffing and should not replace required professional engine company staffing.

Operational Considerations

Because this plan uses **22 professional personnel** while the full daily model requires approximately **24 professional shift positions**, the City should expect to use:

- Overtime.
- Callback.
- Acting officer assignments.
- Reserve firefighter support.
- Cross-staffing when necessary.
- Mutual aid for working structure fires.
- Flexible chief officer assignments.

The Fire Chief should have authority to adjust staffing during vacancies, injuries, training, major incidents, or budget constraints.

Recommended Minimum Staffing Policy

"The City of Oroville Fire Department shall staff Station 1 with one Engine Company and one Truck Company capability, and Station 2 — Oroville Airport with one Engine Company. The minimum daily staffing goal shall be one qualified chief officer or command officer, two three-person engine companies, and one truck company staffed with one professional Fire Engineer and one Reserve Firefighter.

The department shall maintain nine Fire Engineer positions to provide qualified apparatus operators for Engine Company 1, Truck Company, and Engine Company 2 across three shift platoons. The department shall maintain seven Firefighter positions to support engine company staffing and limited relief coverage. Reserve firefighters shall supplement truck company operations, station coverage, emergency incidents, red flag staffing, and community service functions."

Council-Level Summary

This apparatus staffing plan provides Oroville with a locally controlled two-station fire deployment model:

Station 1: One Engine Company and One Truck Company
Station 2 — Oroville Airport: One Engine Company

The daily staffing model provides:
9 personnel on duty
8 professional fire personnel
1 reserve firefighter
2 staffed engine companies
1 minimum truck company capability
3 staffed fire apparatus assigned to 2 stations

Using the proposed Oroville City Fire salary schedule, this plan supports a practical municipal fire department structure for June 2027. It provides local command control, two-station coverage, professional apparatus operators for all primary apparatus, and reserve firefighter support for truck operations and surge staffing.
It should be noted the current inventory of fire apparatus equipment is not all staffed by current contract and this plan would allow all unstaffed equipment to be utilized. Consequently, this plan does not suggest purchase of new apparatus today.
This is a cost-conscious staffing model. Because the plan is lean, the City should budget for overtime, callback, and reserve support to maintain coverage during leave, training, vacancies, injuries, and major incidents.

End of Plan B Staffing Schedule

Exhibit Plan B

Plan B salary schedule considers the staffing plan for operating 2 fire stations with personnel Main station plus the new Airport Fire Station

Below is a Council-ready **New Oroville City Fire Personnel Salary Schedule for June 2027**, using practical industry-average assumptions for a small Northern California municipal fire department.

We treated this as a **budget-planning salary schedule**, not a final negotiated labor agreement. It should be reviewed by HR, labor counsel, and CalPERS before adoption. Oroville's current salary schedule is maintained by the City Human Resources Department, and CalHR's 2025 California Firefighter Total Compensation Survey identifies Firefighter II, Fire Apparatus Engineer, Fire Captain, and Fire Battalion Chief as benchmark classifications for firefighter compensation comparisons. (Oroville, CA)

New Oroville City Fire Department

Proposed Fire Personnel Salary Schedule

June 2027 Industry-Average Assumptions

Purpose

This proposed salary schedule establishes a June 2027 compensation structure for a new **City of Oroville Fire Department**. The schedule is intended to be competitive enough to recruit and retain qualified fire personnel while remaining realistic for a small Northern California municipal fire department.

The schedule assumes a locally controlled department with:

- 3 chief officer positions.
- 3 fire captain positions.
- 9 fire engineer positions.
- 7 firefighter positions.
- 6 reserve firefighter positions.
- 22 full-time professional fire personnel.
- 6 part-time reserve firefighters.
- A traditional 56-hour fire service workweek for suppression personnel.

Salary Schedule Assumptions

This schedule is based on the following planning assumptions:

Item	Assumption
Salary schedule effective date	June 2027
Salary step structure	8 steps
Step increase	Approximately 5% between steps
Suppression workweek	56-hour average fire service workweek
Chief officer work schedule	Administrative / command schedule unless assigned to shift duty
Reserve firefighter status	Part-time, hourly, non-benefited except as required by law
Benefits / payroll burden	Estimated separately for budget purposes
Education incentive	3% of base salary
Acting officer pay	5% premium when assigned; budgeted separately
Uniform allowance	$1,000 annually per full-time professional employee
Overtime / callback / holdover	Paid at 1.5 times regular rate, subject to City policy and labor agreement

Proposed Full-Time Salary Schedule

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Fire Chief	$150,000	$157,500	$165,375	$173,644	$182,326	$191,442	$201,014	$211,065
Deputy / Battalion Chief	$125,000	$131,250	$137,813	$144,703	$151,938	$159,535	$167,512	$175,888
Fire Marshal / Div. Chief	$120,000	$126,000	$132,300	$138,915	$145,861	$153,154	$160,811	$168,852
Fire Captain	$105,000	$110,250	$115,763	$121,551	$127,628	$134,010	$140,710	$147,746
Fire Engineer	$88,500	$92,925	$97,571	$102,450	$107,572	$112,951	$118,598	$124,528
Firefighter	$75,000	$78,750	$82,688	$86,822	$91,163	$95,721	$100,507	$105,533

Monthly Salary Schedule

Classification	Step A Monthly	Step E Monthly	Step H Monthly
Fire Chief	$12,500	$15,194	$17,589
Deputy / Battalion Chief	$10,417	$12,662	$14,657
Fire Marshal / Division Chief	$10,000	$12,155	$14,071
Fire Captain	$8,750	$10,636	$12,312
Fire Engineer	$7,375	$8,964	$10,377
Firefighter	$6,250	$7,597	$8,794

Approximate Hourly Equivalent

For suppression personnel, hourly equivalents are based on a **56-hour average workweek**, or approximately **2,912 scheduled hours per year**.

For chief officer positions, hourly equivalents are shown using a **2,080-hour administrative work year** for comparison.

Classification	Step A Approx. Hourly	Step E Approx. Hourly	Step H Approx. Hourly
Fire Chief	$72.12	$87.66	$101.47
Deputy / Battalion Chief	$60.10	$73.05	$84.56
Fire Marshal / Division Chief	$57.69	$70.13	$81.18
Fire Captain	$36.06	$43.83	$50.74
Fire Engineer	$30.39	$36.94	$42.76
Firefighter	$25.76	$31.31	$36.24

Reserve Firefighter Hourly Salary Schedule

Reserve firefighters would be part-time, hourly, at-will, and non-benefited except for legally required payroll obligations, workers' compensation, and required safety training.

Classification	Step A	Step B	Step C	Step D	Step E
Reserve Firefighter Trainee	$17.50/hr.	$18.38/hr.	$19.29/hr.	$20.26/hr.	$21.27/hr.
Reserve Firefighter	$19.00/hr.	$19.95/hr.	$20.95/hr.	$22.00/hr.	$23.10/hr.
Lead Reserve Firefighter	$21.00/hr.	$22.05/hr.	$23.15/hr.	$24.31/hr.	$25.53/hr.

Proposed Staffing Application

This salary schedule supports the following June 2027 department staffing model:

Classification	Number of Positions
Fire Chief	1
Deputy / Battalion Chief	1
Fire Marshal / Division Chief	1
Fire Captains	3
Fire Engineers	9
Firefighters	7
Total Full-Time Professional Personnel	**22**
Reserve Firefighters	6
Total Department Personnel	**28**

Total Base Salary Cost by Step

If all 22 professional personnel were placed at the same salary step, the total annual base salary cost would be:

Salary Step	Total Annual Base Salary Cost
Step A	$1,920,500
Step B	$2,016,525

Salary Step	Total Annual Base Salary Cost
Step C	$2,117,352
Step D	$2,223,218
Step E	$2,334,379
Step F	$2,451,096
Step G	$2,573,652
Step H	$2,702,333

Recommended Planning Step

For budget planning, the City should assume most employees will be hired or placed between **Step E and Step G**, because a new department will likely need a combination of:

- Experienced lateral fire engineers.
- Experienced fire captains.
- Qualified chief officers.
- Entry-level and lateral firefighters.
- Personnel with existing EMT, driver/operator, apparatus, and wildland experience.

Recommended budget planning point:

Step E

At Step E, the estimated full-time professional base salary cost is: **$2,334,379**

This does not include benefits, incentives, uniform allowance, overtime, callback, holdover, or reserve firefighter costs.

Recommended Compensation Add-Ons

The City should consider the following industry-average compensation provisions:

Compensation Item	Recommended Assumption
Education incentive	3% of base salary
Acting officer pay	5% premium when assigned
Uniform allowance	$1,000 per year per full-time professional employee
Callback overtime	1.5 times regular rate, 2-hour minimum
Holdover overtime	1.5 times regular rate, 1-hour minimum
Benefits / payroll burden	85% of base salary for budget planning

Education Incentive

Eligible employees may receive an education incentive equal to **3% of base salary** for approved education, certification, or degree achievement related to fire service, emergency management, EMS, public administration, fire prevention, or fire technology.

Acting Officer Pay

An employee assigned to work temporarily in a higher classification should receive **5% above their regular base rate** for the time worked in the acting assignment.

Examples include:

- Firefighter acting as Fire Engineer.
- Fire Engineer acting as Fire Captain.
- Fire Captain acting as Duty Chief / Battalion Chief.
- Qualified prevention personnel acting in a higher command or prevention role.

Uniform Allowance

Each full-time professional fire employee should receive an annual

uniform allowance of **$1,000 per year**

This allowance is intended to support uniforms, duty clothing, station wear, boots, and required appearance standards.

Callback and Holdover Overtime

Callback and holdover overtime should be paid at:

1.5 times the employee's regular rate of pay

Recommended minimums:

Overtime Type	Recommended Minimum
Callback overtime	2-hour minimum
Holdover overtime	1-hour minimum

Callback should apply when an off-duty employee is ordered to return for emergency response, station coverage, major incidents, red flag staffing, disaster response, investigations, or other authorized department needs.

Holdover should apply when an employee is required to remain on duty beyond the end of the regular shift for emergency incidents, late calls, staffing shortages, reports, investigations, or operational necessity.

Council-Level Summary

This proposed June 2027 salary schedule provides a realistic compensation structure for launching a new **City of Oroville Fire Department** with **22 professional personnel** and **6 reserve firefighters**.

The schedule creates a clear promotional structure from Firefighter to Engineer, Captain, Battalion Chief, Fire Marshal / Division Chief, and Fire Chief. It also provides a reasonable reserve firefighter hourly schedule to support emergency response, truck company support, red flag staffing, training, and future recruitment.

For financial planning, the City should use **Step E** as the working salary placement assumption, with total personnel cost calculated separately to include benefits, incentives, overtime, callback, holdover, uniform allowance, and reserve firefighter costs.

End of Plan B Salary Schedule

Exhibit Plan B

Plan B provides for planned annual Costs for
Main station plus the new Airport Fire Station

Council-style version with requested plan annual personnel costs and expected additional costs.

New City of Oroville Fire Department

June 2027 Estimated Annual Cost Plan

22 Professional Fire Personnel and 6 Reserve Firefighters

56-Hour Fire Service Workweek

Purpose

This proposal provides a personnel-cost estimate for establishing a new **City of Oroville Fire Department** beginning in **June 2027**. The model is based on a locally controlled municipal fire department with **22 full-time professional fire personnel** and **6 part-time reserve firefighters**. As stated, this provides for 3 fire apparatus staffing for 2 stations.

The professional suppression personnel are projected on a traditional **56-hour fire service workweek**. Reserve firefighters would serve as part-time, non-benefited staff to support emergency response, truck company support, training, public events, station coverage, and surge staffing.

Staffing Model

Classification	Number of Positions	Function
Fire Chief	1	Department leadership, budget, labor relations, emergency management
Deputy / Battalion Chief	1	Operations, shift oversight, training, emergency response coordination
Fire Marshal / Division Chief	1	Fire prevention, inspections, plan review, investigations
Fire Captains	3	One captain assigned to each suppression shift
Fire Engineers	9	Apparatus operators for engines, truck company, and relief coverage
Firefighters	7	Emergency response, EMS support, fire suppression, rescue, WUI response
Total Professional Personnel	**22**	
Reserve Firefighters	6	Part-time, non-benefited support personnel
Total Department Personnel	**28**	

Minimum Daily Staffing Concept

The proposed staffing model is intended to support the following daily 24-hour deployment when staffing allows:

Assignment	Staffing
Duty Chief / Battalion Chief / Command Officer	1
Engine Company 1	3
Engine Company 2	3
Truck Company	1 Professional Engineer + 1 Reserve Firefighter
Total Daily Staffing	**9**

This model provides:

- One chief officer on duty.
- Two three-person engine companies.
- One minimum truck company capability.
- A professional engineer assigned to truck operation.
- One reserve firefighter assigned to truck support.
- Local command and control of fire services.

56-Hour Workweek Assumption

The department's professional suppression personnel would be assigned to a **56-hour average fire service workweek**, consistent with a traditional 24-hour shift model. This staffing model supports:

- Three shift platoons.
- Local City command control.
- A professional municipal fire department identity.
- Two staffed engine companies.
- Truck company capability.
- A reserve firefighter pipeline for future full-time hiring.
- Improved local accountability and operational flexibility.

Estimated June 2027 Professional Personnel Cost

The following estimate uses the proposed June 2027 salary schedule and assumes mid-range salary placement for budget planning.

Cost Category	Estimated Annual Cost
Base salaries for 22 professional fire personnel	$2,469,298
Benefits / payroll burden at 85%	$2,098,903
Education incentive at 3%	$74,079
Acting officer pay allowance	$9,946
Uniform allowance, 22 employees at $1,000 each	$22,000
Overtime / callback / holdover / backfill pool	$550,000
Total Professional Personnel Cost	**$5,224,226**

Rounded for budget planning:

$5.22 million annually

Reserve Firefighter Program

The department would also include **6 reserve firefighters**. These positions would be part-time, hourly, at-will, and non-benefited, except for legally required payroll costs, workers' compensation, and related employer obligations.

Reserve firefighters would assist with:

- Emergency incident support.
- Emergency Medical response.
- Special Rescue activities.
- Firefighting efforts
- Truck company support.

- Training evolutions.
- Red flag staffing.
- Public education.
- Community events coverage.
- Station coverage.
- Disaster response augmented staffing.
- WUI and vegetation fire support.
- Large incident recall.
- Staffing of additional Type 6, Water Rescue equipment

Estimated June 2027 Reserve Firefighter Cost

Reserve firefighter cost is based on a part-time model of approximately **420 hours per reserve firefighter per year.**

Reserve Cost Category	Estimated Annual Cost
Reserve firefighter base payroll	$52,794
Payroll taxes / workers' compensation / administrative burden	$10,559
Total Reserve Firefighter Cost	$63,353

Rounded for budget planning:

$63,000 annually

Total Annual Personnel Cost

Personnel Category	Estimated Annual Cost
22 professional full-time fire personnel	$5,224,226
6 part-time reserve firefighters	$63,353
Total Annual Personnel Cost	$5,287,579

Rounded Council planning number:

$5.3 million annually

Additional Costs to Be Budgeted Separately

Only the following additional costs are listed outside the personnel estimate:

Additional Cost	Estimated Cost
New personnel PPE and turnouts	**$150,000 – $200,000 one-time start-up cost**
Dispatch contract	**$300,000 – $450,000 annually, pending final contract quote**

Estimated First-Year Cost Including Limited Additional Costs

Cost Category	Estimated Cost
Annual personnel cost	$5,287,579
New personnel PPE and turnouts	$150,000 – $200,000
Dispatch contract	$300,000 – $450,000
Estimated First-Year Cost Range	**$5,737,579 – $5,937,579**

Rounded first-year planning number:
$5.8 million to $5.9 million

Estimated Recurring Annual Cost After Start-Up PPE

After the initial PPE and turnout purchase, the recurring annual cost would be approximately:

Recurring Cost Category	Estimated Annual Cost
Personnel cost	$5,287,579
Dispatch contract	$300,000 – $450,000
Estimated Recurring Annual Cost	**$5,587,579 – $5,737,579**

Rounded recurring planning number:

$5.6 million to $5.7 million annually

Summary total Cost Exhibit Plan B

A new **City of Oroville Fire Department** beginning in **June 2027** with **22 professional fire personnel** and **6 reserve firefighters** is estimated to cost approximately:

$5.3 million annually in personnel costs

With the limited additional costs of **new personnel PPE and turnouts** and a **dispatch contract**, the estimated first-year cost would be approximately: **$5.8 million to $5.9 million**

The estimated recurring annual cost after initial PPE purchase would be approximately:

$5.6 million to $5.7 million

This model would provide Oroville with a locally controlled municipal fire department, three chief-level leadership positions, two staffed engine companies, a truck company capability staffed with a professional engineer and reserve firefighter, and a reserve firefighter program to support surge staffing, community service, and future recruitment. This plan provides for additional staffing for special response needs for water rescue in Feather River, additional staffing for high fire hazard patrol, and significant events. In Oroville Airport area are needs for recreation accidents at the Clay Pit SVRA, Afterbay water sports, Shooting range, and back-up coverage of downtown main fire station.

End of Plan B Total Cost Operations of 2 fire Station

Suggested Issues for Discussion

New Oroville City Fire Department, Butte County Fire, and Automatic Aid Response

Purpose

As the City of Oroville considers reestablishing a City-operated fire department and returning primary fire response to the Oroville city limits, several operational, jurisdictional, financial, and mutual-aid issues should be reviewed with Butte County Fire / CAL FIRE.

The goal should be to provide the fastest and most effective emergency response for the Oroville area while maintaining fairness between the City of Oroville and Butte County Fire for cross-jurisdiction service.

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1. Butte County Fire Station 63 Within Oroville City Jurisdiction

One issue requiring discussion is the role of **Butte County Fire Station 63 on Nelson Avenue**, which is located within the City of Oroville jurisdiction.

If the City reestablishes the Oroville City Fire Department and resumes primary response responsibility inside the city limits, a question arises regarding how Station 63 should respond to calls inside the City.

Issues to Discuss

- Whether Station 63 should continue to respond automatically to emergencies within the City of Oroville when it is the closest available unit.
- Whether Station 63 should be dispatched based on closest-unit response regardless of jurisdiction.
- Whether Station 63 should respond to all incident types or only certain calls such as medical aids, vegetation fires, structure fires, vehicle accidents, or mutual-aid requests.
- Whether Station 63 response into the City should be treated as automatic aid, mutual aid, contract service, or reimbursable service.
- Whether dispatch protocols need to be rewritten to prevent confusion between City and County response responsibilities.

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2. Trade-Off of Jurisdictional Response Areas

Because Station 63 may remain the closest fire resource to portions of the City, it may be reasonable to discuss a fair trade-off where Oroville City Fire responds to certain nearby areas of unincorporated Butte County when Oroville Station 1 is the closest engine company.

This could include cross-hatched or mapped areas where Oroville City Fire Station 1 at **2055 Lincoln Street** is geographically closer than a Butte County Fire station for typical medical aid, public service, traffic collision, and one-engine responses.

Issues to Discuss

- Which County areas are closest to Oroville City Fire Station 1.
- Which City areas are closest to Butte County Fire Station 63.
- Whether response-area trade-offs should be based on driving time rather than jurisdiction lines.
- Whether the trade-off should apply only to low-risk incidents such as medical aids and single-engine responses.
- Whether structure fires, vegetation fires, rescues, and commercial alarms should receive automatic multi-agency response regardless of jurisdiction.
- Whether response trade-offs should be documented in a written automatic-aid agreement.
- Whether call volume should be tracked annually to ensure the exchange of service remains fair.
- Whether reimbursement should apply if one agency receives substantially more service than it provides.

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3. Closest-Unit Response Policy

A major policy question is whether the Oroville area should operate under a **closest available unit** response model.

This approach would dispatch the closest appropriate fire resource to the emergency, regardless of whether the incident is inside City or County jurisdiction.

Issues to Discuss

- Whether closest-unit dispatch should be used for medical aids, fire alarms, traffic collisions, vegetation fires, and structure fires.
- Whether the closest-unit policy should apply only to first-due emergency response.

- Whether the responding agency retains command until relieved by the jurisdictional agency.
- Whether closest-unit response should be limited when staffing levels are reduced.
- Whether closest-unit response should include both City and County apparatus in the dispatch matrix.
- Whether dispatch software can accurately identify closest available apparatus in real time.

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4. Automatic Aid Agreement Between City and County

If the City reestablishes its fire department, an updated automatic-aid agreement should be considered between the City of Oroville and Butte County Fire / CAL FIRE.

Issues to Discuss

- Automatic response zones.
- Incident types covered by automatic aid.
- Command authority.
- Radio communications.
- Dispatch protocols.
- Reimbursement thresholds.
- Response-time expectations.
- Insurance and liability.
- Workers' compensation responsibility.
- Training compatibility.
- Apparatus and staffing standards.
- Annual review of call volume and service balance.

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5. Truck Company Automatic Response to Casinos

Another issue is whether the Oroville City Fire Department Truck Company should be scheduled for automatic response to high-risk or high-occupancy facilities such as **Feather Falls Casino** and **Gold Country Casino**.

These facilities may present special risks due to building size, occupant load, commercial kitchens, assembly occupancy, hotel components, parking structures, alarm systems, and complex evacuation needs.

Issues to Discuss

- Whether the Oroville Truck Company should be automatically dispatched to reported structure fires, alarm activations, smoke conditions, or high-rise / large commercial incidents at casino facilities.
- Whether response should apply to both confirmed fires and automatic alarms.
- Whether the Truck Company should respond as automatic aid or only upon request.
- Whether casino response would affect City coverage while the truck is committed outside the city.
- Whether Butte County should provide reciprocal response or compensation.
- Whether pre-incident plans should be updated for both casino properties.
- Whether joint training should be conducted with casino security, facilities staff, Butte County Fire, and Oroville City Fire.
- Whether truck company response should be limited to incidents requiring aerial operations, ventilation, search, evacuation support, or large building fireground operations.

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6. Coverage Impact When Oroville Truck Leaves the City

If the Oroville Truck Company is dispatched outside city limits, the City must evaluate how citywide coverage is maintained.

Issues to Discuss

- Whether the remaining City engine company can cover the City alone during truck response.
- Whether Butte County Fire should move up into Oroville when the City truck is committed outside city limits.
- Whether Station 63 should provide automatic coverage during those incidents.
- Whether off-duty callback should be activated.
- Whether reserve firefighters should be recalled.
- Whether truck response outside city limits should be limited when City call volume is high or staffing is reduced.

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7. Fire Incident Response for Oroville Area Facilities

A broader Oroville-area automatic-aid discussion should include major facilities and special hazards.

Facilities and Areas to Consider

- Oroville Hospital and medical facilities.
- Downtown commercial buildings.
- Oroville Municipal Airport.
- Northwest Lineman College.
- Feather River corridor.
- Oroville Dam and related infrastructure.
- Schools.
- Senior housing and care facilities.
- Mobile home parks.
- Industrial and commercial properties.
- Large assembly occupancies.
- Casino properties.
- Wildland-urban interface neighborhoods.
- Highway 70 and Highway 162 corridors.

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8. Dispatch and Communications Issues

Any new City fire department will need clear dispatch rules with Butte County, CAL FIRE, law enforcement, EMS, and mutual-aid partners.

Issues to Discuss

- Which dispatch center will dispatch Oroville City Fire.
- How City and County units will be recommended for incidents.
- Whether dispatch will use closest-unit routing.
- Whether automatic-aid units will be dispatched on initial alarm or added later.
- Whether radio channels are compatible.
- Whether City and County units can communicate directly on shared tactical channels.
- Whether incident command will use unified command on boundary-area incidents.
- Whether dispatch protocols distinguish between medical, fire, rescue, vegetation, airport, casino, and commercial incidents.

9. Command and Control

The return of a City fire department creates questions about command authority when City and County units respond together.

Issues to Discuss

- Who has incident command inside city limits.
- Who has incident command outside city limits.
- How command transfers when the jurisdictional agency arrives.
- Whether the first arriving officer establishes command regardless of agency.
- Whether unified command is required for multi-agency incidents.
- Whether chief officers from both agencies respond to major incidents.
- Whether command procedures should be standardized through written policy.

10. Financial Equity and Reimbursement

A key issue is ensuring fair cost sharing when one agency responds frequently into another agency's jurisdiction.

Issues to Discuss

- Annual tracking of cross-jurisdiction calls.
- Reimbursement for excessive imbalance in responses.
- No-cost automatic aid for balanced service exchange.
- Special-event or high-risk facility response costs.
- Casino and large commercial response impacts.
- Strike team and mutual-aid reimbursement.
- Apparatus use and personnel costs.
- Whether the response trade-off should be reviewed annually by City and County staff.

11. Liability, Insurance, and Workers' Compensation

Any automatic-aid or jurisdictional trade-off agreement should address legal and risk management issues.

Issues to Discuss

- Liability for actions taken outside jurisdiction.
- Workers' compensation coverage for employees responding outside jurisdiction.
- Vehicle accident liability.
- Medical aid liability.
- Fireground injury responsibility.
- Indemnification between agencies.
- Insurance requirements.
- Compliance with City, County, State, and CAL FIRE operating rules.

12. Training and Operational Compatibility

City and County fire agencies must train together if they will respond together.

Issues to Discuss

- Joint structure fire training.
- Joint wildland training.
- Truck company operations.
- Casino pre-fire planning.
- Airport response.
- Incident command system training.
- Radio communications drills.
- Water supply operations.
- Rapid intervention procedures.
- Medical aid coordination.
- Mutual-aid response drills.

13. Service-Level Expectations

The City should clearly define what level of service the new department will provide and where automatic aid is needed to supplement that service.

Issues to Discuss

- Minimum daily staffing.
- Number of staffed apparatuses.
- Response-time goals.
- Use of reserve firefighters.
- Availability of truck company response.
- Automatic-aid thresholds.

- Multiple-call coverage.
- Red flag staffing.
- Station coverage when units are committed.
- Mutual aid for working fires.
- Utilize off-duty fire personnel for special high hazard events

14. Recommended Next Step

The City should request a formal staff-level meeting with Butte County Fire / CAL FIRE, Butte County Administration, dispatch representatives, and City staff to review:

- City limits response responsibility.
- Station 63 response inside the City.
- Oroville Station 1 response to nearby County areas.
- Closest-unit response mapping.
- Casino truck company automatic aid response.
- Automatic-aid agreements for Oroville-area facilities.
- Fair cost-sharing or service-exchange language.
- Dispatch and command protocols.

Summary

The return of a City of Oroville Fire Department creates an opportunity to improve local command control and community-based fire service. And brings the cost of Fire Service to the City of Oroville withing the revenues of the City of Oroville.

However, it also requires careful planning with Butte County Fire / CAL FIRE to ensure that jurisdiction lines do not delay emergency response.

The central issue is how to provide the fastest appropriate fire response while maintaining fairness between the City and County.

Key issues include:

- Station 63 response within City limits.
- Oroville City Fire response to nearby County areas.
- Automatic aid for closest emergency response.
- Truck company response to casino and large commercial incidents.
- Dispatch procedures.
- Command authority.
- Reimbursement and service balance.
- Liability and insurance.
- Joint training.
- Annual review of response data.

A written automatic-aid agreement should be developed before implementation of the new City fire department.

The previous South County Fire Rescue Agreement between City of Oroville Fire, Butte County Fire, Calfire, and El Medio fire agencies should serve as a model for future operating agreement.

Past City of Oroville Fire policy manuals, training manuals, 18-month probationary program, and associated documents should be referred to for the new City Fire operations and activities.

New Reserve Firefighter program will serve the City Fire department with critical future evaluations of future full time staff potential.

My recommendation to City Council is to motion to approve a Council action to have City staff further investigate this cost saving proposal as a future budget discussion. And have City staff report back to City Council.

Also, a request from Calfire for future staffing cost for the proposed Airport Police Fire Station at Oroville Municipal Airport would be useful comparison to future budgets.

Exhibit C New Oroville City Fire Reserve Firefighter Plan

New Oroville City Fire Department

Six-Person Reserve Firefighter Program

Support Staffing for One Engine Company and One Truck Company

June 2027 Planning Model

Purpose

The New Oroville City Fire Department Reserve Firefighter Program is designed to establish a small, trained, disciplined, and locally available group of reserve firefighters to support the City's professional fire department.

The program is intended to provide additional emergency-response support, truck company assistance, station coverage, public education, red flag staffing, training support, special event coverage, and surge staffing during major incidents.

The program is also intended to create a future recruitment pipeline for full-time Oroville firefighters while strengthening community-based fire service participation and local fire department identity.\

Program Size

The initial Reserve Firefighter Program shall consist of:

6 Reserve Firefighters

Recommended structure:

Classification	Number	Purpose
Reserve Firefighter Trainee	2	Entry-level members completing orientation and basic training
Reserve Firefighter I	3	Qualified reserve members available for incident and station support
Lead Reserve Firefighter	1	Experienced reserve assisting with drills, mentoring, apparatus checks, and event staffing
Total Reserve Firefighters	**6**	

The Fire Chief may maintain an eligibility list of additional reserve candidates to replace resignations, inactive members, or future program expansion.

Employment Status

Reserve Firefighters should be classified as:

Part-time, hourly, at-will, non-benefited City employees

Reserve firefighters would receive:

- Hourly compensation for authorized hours worked.
- Workers' compensation coverage as required by law.
- Payroll tax reporting as required by law.
- City-issued safety equipment as assigned.
- Required training and safety orientation.

Reserve firefighters would not receive:

- City-paid health insurance.
- Paid vacation.
- Paid holiday leave.
- Guaranteed minimum hours.
- Guaranteed promotion or appointment to a full-time firefighter position.
- Retirement benefits unless required by law or triggered by hours worked.

The City should track all reserve firefighter hours carefully to avoid unintended benefit, retirement, overtime, or CalPERS obligations.

Compensation Model

Reserve firefighters should be paid an hourly rate approved by the City Council. For June 2027 planning purposes, the recommended reserve pay range is:

Reserve Classification	Recommended Hourly Range
Reserve Firefighter Trainee	$17.50 – $21.27 per hour
Reserve Firefighter I	$19.00 – $23.10 per hour
Lead Reserve Firefighter	$21.00 – $25.53 per hour

For budget planning, the recommended average reserve firefighter rate is: **$20.95 per hour**

Compensable Activities

Reserve firefighters should be paid for authorized work including:

- Emergency incident response.
- Truck company support.
- Scheduled station coverage.
- Required department training.
- Required meetings.
- Public education assignments.
- Special event standby.
- Red flag staffing.

- Disaster activation.
- Equipment checks when assigned.
- Administrative assignments approved by the Fire Chief.

Non-Compensated Activities

The City may choose not to compensate reserve firefighters for:

- Optional social events.
- Voluntary association meetings not required by the City.
- Personal study time.
- Unapproved station visits.
- Non-required ride-a longs.

Any activity required by the City or Fire Department should generally be treated as compensable time.

Annual Hour Limit

To preserve the part-time, non-benefited nature of the program, each reserve firefighter should be limited to:

Maximum recommended annual hours: 900 hours per fiscal year

For normal planning, the program should target approximately:

420 hours per reserve firefighter per year

Recommended annual hour model:

Item	Hours Per Reserve	6 Reserves
Monthly training: 8 hours x 12 months	96	576
Emergency response / callback	120	720
Station coverage / event staffing	120	720
Red flag / disaster / special incident support	60	360
Equipment / administrative support	24	144
Estimated Annual Hours	**420**	**2,520**

This keeps the reserve program well below the 900-hour internal cap for each reserve firefighter.

Estimated Annual Reserve Firefighter Cost

Using the June 2027 planning rate of **$20.95 per hour** and an estimated **420 hours per reserve firefighter per year**:

Cost Category	Estimate
Number of reserve firefighters	6
Estimated hours per reserve per year	420
Total annual reserve hours	2,520
Average hourly rate	$20.95
Reserve base payroll	$52,794
Payroll taxes / workers' compensation / administrative burden at 20%	$10,559
Estimated Annual Reserve Program Cost	**$63,353**

Rounded Council planning number: **$63,000 annually**

Reserve Firefighter Role in the Apparatus Staffing Plan

The Reserve Firefighter Program is intended to support the City's Station 1 staffing model of:

1 Engine Company and 1 Truck Company

Recommended daily deployment:

Assignment	Staffing
Duty Chief / Command Officer	1 professional
Engine Company	3 professionals
Truck Company	2 professionals
Reserve Firefighter Support	1 reserve firefighter
Total Daily Staffing Goal	**7 personnel**

The reserve firefighter assigned to Station 1 may support truck company operations, station coverage, incident support, and surge staffing.

Reserve Firefighter Truck Company Support

Reserve firefighters may be assigned to assist the Truck Company with:

- Ground ladder deployment.
- Tool staging.
- Lighting.
- Utility control support.
- Salvage and overhaul.
- Ventilation support.
- Forcible entry support.
- Fireground rehab.
- Hose and equipment movement.
- Traffic control when trained and authorized.
- Scene support under direction of a professional officer or engineer.

Reserve firefighters should not replace professional engine company staffing.

Minimum Qualifications

Applicants should meet the following minimum standards:

- At least 18 years of age.
- High school diploma or GED.
- Valid California driver's license.
- Acceptable DMV record.
- Ability to pass background review.
- Ability to pass medical clearance and respiratory protection fit testing.
- Ability to attend required training.
- Ability to respond safely and professionally when available.
- No felony convictions or disqualifying public safety history.

Preference may be given to applicants who live in or near Oroville.

Desired Qualifications

The City may prefer applicants with:

- EMT certification.
- CPR certification.
- Firefighter I academy completion.
- Wildland firefighting experience.
- Prior volunteer, reserve, seasonal, military, public works, EMS, or emergency-response experience.
- Mechanical, construction, electrical, heavy equipment, or defensible space experience.
- Bilingual communication skills.
- Strong local community-service background.

Training Program

Phase 1 — Orientation

Training topics should include:

- City policies.
- Fire Department chain of command.
- Workplace conduct.
- Harassment prevention.
- HIPAA / patient privacy.
- Incident Command System.
- Radio communications.
- Personal protective equipment.
- Scene safety.
- Apparatus safety.
- Injury reporting.
- Compensation and timekeeping rules.

Phase 2 — Basic Firefighter Skills

Training topics should include:

- Fire behavior.
- Hose handling.
- Ladders.
- SCBA familiarization.
- Search and rescue support.
- Salvage and overhaul.
- Ropes and knots.
- Ventilation support.
- Forcible entry support.
- Water supply.
- Wildland fire behavior.
- Vegetation fire response.
- Evacuation support.
- Traffic control.
- Firefighter survival awareness.

Phase 3 — EMS and Rescue Support

Reserve firefighters should be trained to support EMS operations within their certification level.

Training topics should include:

- CPR.
- First aid.
- EMT support functions.
- Patient movement.
- Landing zone support.
- Vehicle accident scene safety.
- Rescue scene support.

Phase 4 — Oroville-Specific Training

Training should include local hazards such as:

- Feather River corridor.
- Oroville Dam and downstream flood risk.
- Wildland-urban interface neighborhoods.
- Downtown commercial buildings.
- Mobile home parks.
- Schools.
- Public events.
- Highway 70 and Highway 162 incidents.
- Extreme heat and smoke events.
- Casino and large-occupancy facility response support.

- Vegetation fire response areas.

Training Schedule

Recommended first-year training schedule:

Month	Training Focus
Month 1	Orientation, policies, safety, PPE
Month 2	Fire behavior, hose, hydrants
Month 3	Ladders, ventilation, ropes
Month 4	SCBA familiarization, search support, firefighter survival
Month 5	Wildland fire, WUI, evacuation support
Month 6	EMS support, CPR, patient movement
Month 7	Vehicle accidents, traffic control, landing zones
Month 8	Structure fire support operations
Month 9	Public education and inspections support
Month 10	Disaster response and flood operations
Month 11	Multi-company drills
Month 12	Evaluation, skills testing, annual review

Minimum ongoing requirement:

8 hours of training per month

Preferred schedule:

Two 4-hour evening drills per month or one 8-hour Saturday drill per month

Duty Models

The department may use three reserve staffing models:

Model A — Training and Callback Only

This is the lowest-cost model. Reserve firefighters attend monthly training and respond only when requested.

Model B — Scheduled Station Coverage

Reserve firefighters sign up for 4-hour, 8-hour, or 12-hour support shifts to assist Station 1 operations.

Model C — Surge Staffing

Reserve firefighters are activated during red flag warnings, storms, major events, floods, evacuations, multiple-call conditions, and large incidents.

Recommended launch approach:

Use Model A during program startup, then expand into Model B and Model C as training and supervision mature.

Chain of Command

Recommended structure:

Fire Chief
↓
Deputy / Battalion Chief
↓
Company Officer / Captain
↓
Reserve Program Coordinator
↓
Lead Reserve Firefighter
↓
Reserve Firefighters
↓
Reserve Firefighter Trainees

The Reserve Program Coordinator should be a full-time officer or senior firefighter appointed by the Fire Chief.

Performance Standards

Reserve firefighters must:

- Attend required training.
- Maintain professional conduct.
- Follow City and Department policies.
- Maintain physical readiness.
- Use proper PPE.
- Accurately record time worked.
- Maintain required certifications.
- Respond safely.
- Follow orders.
- Represent the City professionally.
- Avoid freelancing at emergency scenes.

Discipline and Removal

Reserve firefighters may be removed from the program for:

- Unsafe conduct.
- Failure to attend training.
- Failure to follow orders.

- Dishonesty.
- Misuse of City equipment.
- Policy violations.
- Poor driving record.
- Criminal conduct.
- Harassment or discrimination.
- Failure to maintain required certifications.
- Failure to meet performance standards.

Because reserve firefighters are recommended as at-will, part-time, non-benefited employees, the City should preserve the right to release reserves from the program when continued service is not in the best interest of the department.

Legal and Administrative Caution

The program may be structured without traditional benefits, but the City should not describe the position as having no legal obligations.

Even non-benefited reserve firefighters may still involve:

- Workers' compensation coverage.
- Payroll taxes.
- Wage statements.
- Timekeeping.
- Overtime review.
- Safety training.
- Cal/OSHA compliance.
- Respiratory protection requirements.
- DMV monitoring if driving City vehicles.
- CalPERS or retirement review if hour thresholds are exceeded.

The City should have Human Resources, labor counsel, and risk management review the reserve program before final adoption.

Recommended Policy Language

Reserve Firefighter Classification

"The position of Reserve Firefighter is a part-time, hourly, at-will, non-benefited position within the City of Oroville Fire Department. Reserve Firefighters shall be compensated for authorized hours worked at the applicable City-approved hourly rate. Reserve Firefighters shall not receive City-paid health insurance, vacation, holiday pay, or other employment benefits except as required by law."

Hour Limitation

"Reserve Firefighters shall not exceed 900 paid hours in a fiscal year unless specifically authorized in writing by the Fire Chief, City Administrator, and Human Resources. The City

shall monitor all hours worked to avoid unintended benefit, retirement, or overtime obligations."

Required Training

"Reserve Firefighters shall complete all training required by the Fire Chief before participating in emergency operations. The Fire Chief may limit the duties of any Reserve Firefighter based on training, certification, experience, physical readiness, or operational need."

Summary Recommendation

The City of Oroville should establish a **6-person Reserve Firefighter Program** as a low-cost, high-value support system for the new Oroville City Fire Department.

The recommended model is:

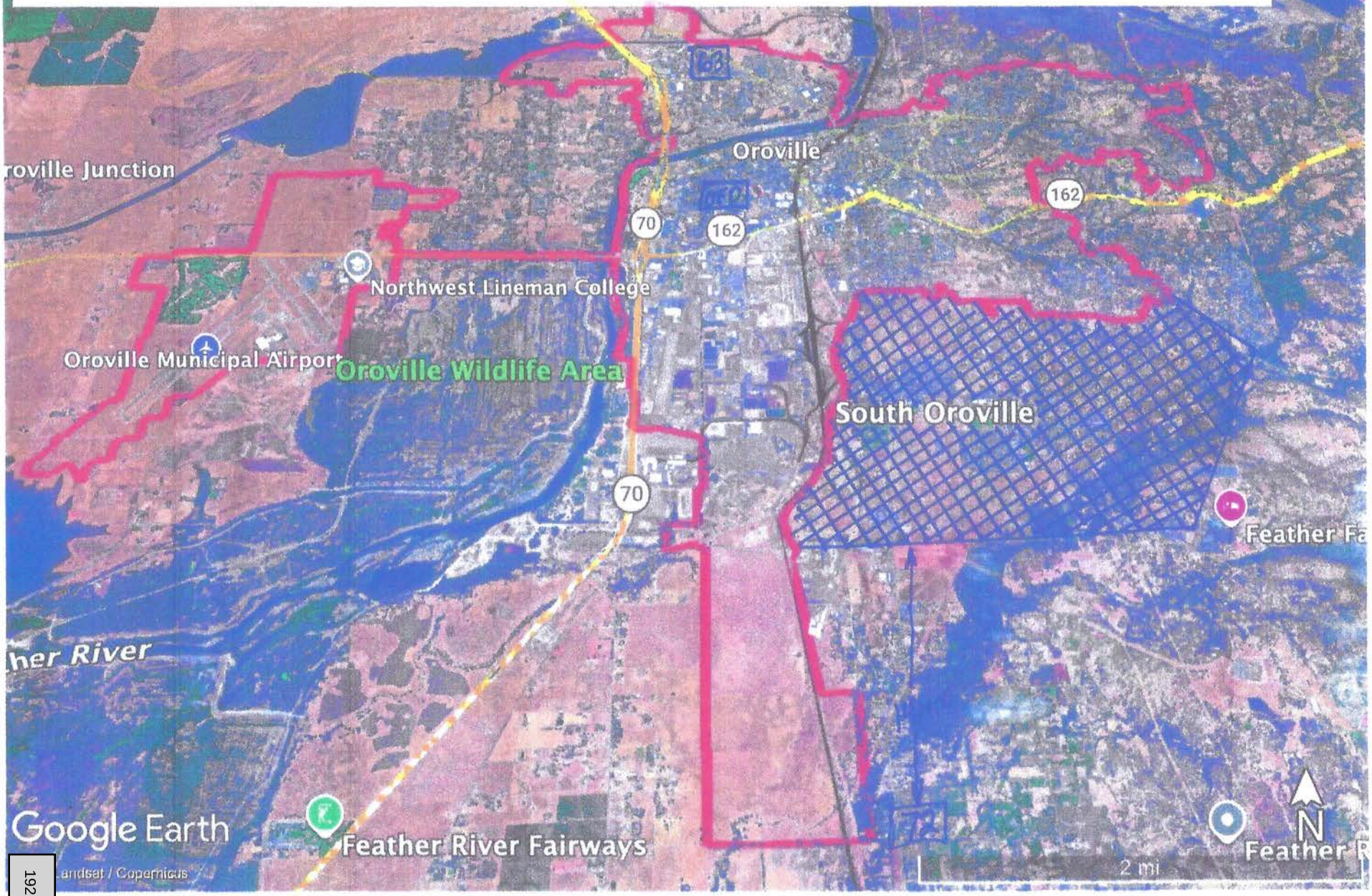
- 6 reserve firefighters.
- Part-time, hourly, at-will, non-benefited classification.
- Average planning rate of $20.95 per hour.
- 900-hour annual cap per reserve.
- 420-hour annual planning target per reserve.
- 8 hours minimum monthly training.
- Initial focus on training, callback, truck company support, wildland support, public education, and surge staffing.
- Full integration under the Fire Chief's command structure.
- Strong hour tracking to avoid unintended benefit or retirement obligations.

This program would give Oroville a practical reserve force, improve local emergency readiness, support the truck company staffing model, create a future firefighter recruitment pipeline, and restore a strong community-based fire service identity.

OFD Fire Response Map

Legend

Cross hatch area New Oroville City Fire will provide singel fire engine response to Butte County Fire jusisdiction as trade area for Butte County Fire Station 63 responses inside City jusisdtiction under nearest fire resource to incident location-one engine company requests. Larger fire incident response would be under Oroville Area Automatic Aid agreement plans.
Any Structure Fire Incident response to Feather Falls and Gold Contry casios New Oroville City to provide Truck Company on Automatic Aid.



CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: OROVERDE ENERGY INITIATIVE UPDATE

DATE: JULY 21, 2026

SUMMARY

Staff has continued evaluating opportunities to provide competitively priced energy within the City through the newly created OroVerde public utility. Following technical and financial analyses conducted by NewGen Solutions, staff has concluded that development of a traditional municipal electric utility utilizing existing transmission and distribution infrastructure or by installing new parallel lines is not financially feasible in current markets where electricity is currently being provided by an Investor-Owned Utility (IOU), under current market and regulatory conditions.

While that approach is not recommended at this time, staff has identified an alternative path that may support economic development through the delivery of off-grid energy systems serving new greenfield development (new development/project). Staff is currently working with an energy provider and project developer to further evaluate this concept.

DISCUSSION

As directed by the City Council, staff has continued evaluating opportunities to reduce energy costs for City residents and improve Oroville's economic development competitiveness through the OroVerde public utility.

Working with NewGen Solutions, staff evaluated multiple delivery models. The first examined development of a municipal electric utility utilizing existing transmission and distribution infrastructure from the current IOU – Pacific Gas and Electric. Staff also evaluated construction of a parallel distribution system serving the City's industrial area to avoid reliance on existing infrastructure. Finally, staff analyzed whether a City-operated Community Choice Aggregation (CCA) model could provide additional savings beyond those currently available through Pioneer Community Energy.

Each model presented significant challenges under current market and regulatory conditions. The municipal utility and parallel distribution system were determined to be financially infeasible due to infrastructure costs, legal and regulatory risks, and overall project economics. Likewise, the CCA analysis concluded that market conditions do not currently provide sufficient opportunity to achieve meaningful savings beyond those already realized through Pioneer Community Energy.

Although these analyses do not support pursuing those approaches at this time, staff has identified another potential path for OroVerde. Staff is currently working with an energy provider and project developer to evaluate an off-grid energy system designed to serve future greenfield development independent of the existing electrical grid. If feasible, this approach could provide competitively priced energy while supporting new economic development and avoiding many of the challenges identified in the previous analyses.

Staff will continue evaluating this concept and return to the City Council with additional information and recommendations as the project progresses.

FISCAL IMPACT

This report is informational only and has no direct fiscal impact. Any future agreements or expenditures associated with the OroVerde initiative will be presented to the City Council for consideration.

ACTION REQUESTED -

RECEIVE AND FILE THE UPDATE REGARDING THE OROVERDE ENERGY INITIATIVE.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: AGREEMENT WITH CIVICPLUS RECREATION MANAGEMENT SYSTEM FOR FACILITY RENTAL AND PAYMENT PROCESSING SERVICES

DATE: JULY 21, 2026

SUMMARY

The City Council shall consider approving an agreement with CivicPlus for implementation of their Recreation Management System. The software will support program registration, facility reservations, digital document management, payment processing, and improved public access to recreation services.

DISCUSSION

The City of Oroville has historically relied on manual processes and inconsistent process systems to manage recreation programs, facility rentals, and customer service functions. This leads to customer confusion and unnecessary staff involvement as the public needs to call City Hall for available dates and times. CivicPlus Recreation Management offers a unified platform to streamline operations which will improve community engagement and elevate customer experience.

Based on the proposal submitted by CivicPlus (Quote #Q-116069-1), the City would receive the Premium Recreation Management package, including:

- Branded public portal
- Online registration and facility reservation capabilities
- Integrated payment processing through CivicPlus Payments
- Document management module for staff and customer records
- AudioEye accessibility features
- Virtual training (four half-day sessions)
- Virtual consultation (one half-day session)
- Implementation coordination and dedicated support

The initial term of the agreement is 24 months, with automatic one-year renewals unless notice is provided. Fifty percent of the initial-term fee is invoiced at signing and 50 percent six months after signing or upon completion of implementation, whichever comes first.

FISCAL IMPACT

Funding for the project is available in the FY 2026/27 budget.

Per the CivicPlus proposal, the total investment for the initial 12-month period is $15,294, with annual recurring services of $7,620 starting in the second year. A 5% annual uplift applies beginning in Year 2.

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CIVICPLUS STATEMENT OF WORK (QUOTE #Q-116069-1).

ATTACHMENTS

CivicPlus Recreation Management Proposal

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-116069-1
CivicPlus Pricing
Approval Date:
Expires On: 3/31/2026

Client:
City of Oroville, CA

Bill To:
OROVILLE CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dustin Flentie		flentie@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Recreation Management Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Recreation Management Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant
4.00	Recreation Management Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	Recreation Management Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	CivicPlus Payments	CivicPlus Payments to be applied to product
1.00	Terminal Ingenico Link 2500	Terminal Ingenico Link 2500

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Recreation Management Annual Fee	Recreation Management Annual Fee
1.00	CivicPlus Payments - Merchant Fees (MFTCPA)	Per Tran .30 | ACH 1% | ACH Max $5 | ACH Reject $15 | CC 3% | AMEX 3.5% | Dispute $15
1.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal
1.00	Document Management	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.
1.00	Recreation Management AudioEye Enterprise	AudioEye Enterprise for Recreation Management

~~List Price - Initial Term Total~~	~~USD 17,715.00~~
Total Investment - Initial Term	USD 15,294.00
Annual Recurring Services (Subject to Uplift)	USD 7,620.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-116069-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature

By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

_____

CivicPlus

By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **APPOINTMENT OF A THREE MEMBER AD HOC COMMITTEE FOR DEVELOPMENT OF DRAFT RESPONSE TO 2025/26 BUTTE COUNTY GRAND JURY REPORT**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider appointing three Council Members to work with City Administrator and City Attorney in the development of a draft response to the findings and recommendations of the 2025/26 Butte County Grand Jury report related to the City of Oroville (*City of Oroville, Good Intentions Gone Awry*).

DISCUSSION

The 2025/26 Butte County Grand Jury report was completed and released to the public on June 26, 2026. Included in the report is one section titled “City of Oroville, Good Intentions Gone Awry.” There are seven findings including in the section along with seven recommendations. Pursuant to Penal Code sections 933 and 933.05, the Oroville City Council must respond to the findings and the recommendations within 90 days. Staff recommend assembling a 3-member ad hoc committee to review the findings and recommendations of the report and assemble a draft response which would be presented to the entire Council for consideration prior to submitting.

FISCAL IMPACT

None

ACTION REQUESTED –

APPOINT 3 MEMBERS OF THE CITY COUNCIL TO AN AD HOC COMMITTEE TO REVIEW THE SECTION OF THE 2025/26 BUTTE COUNTY GRAND JURY REPORT APPLICABLE TO THE CITY OF OROVILLE (*CITY OF OROVILLE, GOOD INTENTIONS GONE AWRY*) AND DRAFT A RESPONSE TO THE FINDINGS AND

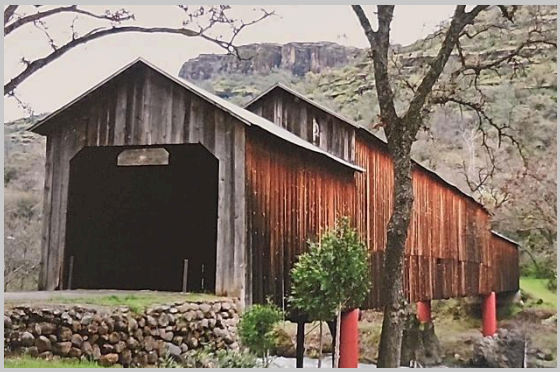
RECOMMENDATIONS FOR THE FULL CITY COUNCIL TO CONSIDER.

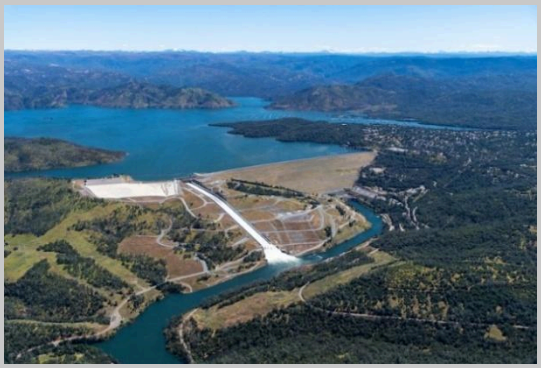
ATTACHMENTS

2025/26 Butte County Grand Jury Report

BUTTE COUNTY
GRAND JURY
FINAL REPORT
2025 - 2026

Butte County
• CALIFORNIA •





June 5, 2026

BUTTE COUNTY

GRAND JURY

2025 – 2026

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June 5, 2026

The Honorable Jesus A. Rodriguez

Butte County Superior Court
1 Court Street
Oroville, CA 95965

Dear Judge Rodriguez,

The 2025 - 2026 Butte County Civil Grand Jury respectfully submits our final report to Butte County and the Butte County Superior Court in accordance with California Penal Code §933.05.

Grand Jury Formation and Training

The Grand Jury was recruited through a letter sent out to over 7,500 randomly selected residents of Butte County. A list of volunteers responding to the letter was further refined to nineteen individuals through an interview process conducted by the Butte County Superior Court. After impanelment, the Grand Jury was sworn in, completed a comprehensive two-day training program, and attended a subsequent Report Writing Workshop. This essential education was provided by a team from the California Grand Jury Association and funded by the Butte County Superior Court.

Mandatory Duties and Activities

The Grand Jury completed the mandatory inquiry of the Butte County Jail and Butte County Juvenile Hall detention facilities. Tours were offered to all interested jurors, and staff answered questions and provided valuable information to jurors who attended. Additionally, three jurors participated in the Butte County Election Division's Logic and Accuracy Testing and observed election night vote tabulation.

Investigative Work

The Grand Jury received complaints during our term. Jurors carefully reviewed and gave thoughtful consideration to each of these complaints. In total, the Grand Jury completed numerous inquiries resulting in the investigative reports contained within this submission.

The members of the Grand Jury spent considerable time collecting information, conducting interviews, researching applicable laws, and evaluating evidence for each report. We believe these efforts have resulted in thorough and fair assessments that will benefit our community. In addition, this year's Grand Jury visited all the major school districts, police departments, and towns and cities in the county. These visits were performed by teams of jurors to establish rapport, deepen relationships, and inquire as to the current operations of each of these county entities. This year's jury, as per required by law, toured the Butte County Jail, Butte County Juvenile Hall, and the new Felony Incompetent to Stand Trial (FIST) facility.

Acknowledgments

We sincerely appreciate the support and guidance that allowed us to be successful in our roles. This support was graciously provided by the Butte County Superior Court, Court Service Staff, County Staff, County Counsel, and yourself. Your leadership and assistance throughout this process have been invaluable to our work.

It has been an honor to serve the citizens of Butte County in this capacity, and we trust that our findings and recommendations will contribute to the continued improvement of county services and operations.

Respectfully submitted,

Larry E. Jessee

Foreperson

2025 - 2026 Butte County Civil Grand Jury

2025 - 2026 Butte County Civil Grand Jury

Mission Statement

The 2025 - 2026 Butte County Civil Grand Jury is responsible for reviewing various levels, branches, and agencies of local and county governments. These reviews are conducted to ensure the various government branches and agencies are performing their duties and operating in an appropriate manner which best serves the citizens of Butte County. When necessary, the Grand Jury may also hear and determine the appropriateness of certain criminal indictments.

The Role of the Butte County Civil Grand Jury

The Butte County Civil Grand Jury is mandated by Article 1, Section 23 of the California Constitution. It operates under Title 4 primarily Penal Code sections 888-939.91, of the California Penal Code, Sections 3060-3074 of the California Government Code, and Section 17006 of the California Welfare and Institutions Code. All fifty-eight counties in California are required to have grand juries.

The Grand Jury in California has several functions:

- To serve as a public watchdog organization.
- To annually explore the operations, accounts and records of officers, departments or functions of the county, including special districts.
- To explore the conditions and operations of jails and prisons within the county.
- To respond to allegations of misconduct against public officials and establish whether formal accusations should be presented requesting removal from office.
- To weigh criminal charges and determine if indictments should be returned.

The Grand Jury has the authority to investigate the following:

- Public records within the county.
- Records or books of any incorporated city or joint powers authority located in the county.
- Certain housing authorities.
- Taxing or assessing agencies with special purpose, entirely or partly within the county.
- Nonprofit corporations established by or operated on behalf of a public entity.
- All portions of the county and city government, including special districts.
- Records, books, and financial expenditures of government agencies including cities, school boards, and commissions.

History of Grand Juries

In the 18th century, the greatest experiment in human governance began: a new nation founded on a system of citizen-led democracy. In a world dominated by monarchs and dictators, this radical idea of a citizen-run government was met with derision, skepticism, and war. Citizen-led democracy, over 240 years, has proven to be the greatest form of government the world has ever known, creating opportunity for prosperity, peace, and harmony for all who desire it.

The Massachusetts Bay Colony impaneled the first American grand jury in 1635 to consider cases of murder, robbery, and wife beating. Colonial grand juries expressed

their independence from the crown by refusing in 1765 to indict leaders of the Stamp Act or bring libel charges against the editors of the Boston Gazette. The union with other colonies to oppose British taxes was supported by a Philadelphia grand jury in 1770. By the end of the colonial period, the grand jury had become an indispensable adjunct of government.

The model of the citizen-run government elevates the requirements of a nation's occupant. Freedom comes with responsibility and requires dedication of time and resources from every citizen. The grand jury serves as one of these responsibilities, crucial to the health and continuity of our society. The grand jury serves as a structure for citizens to voluntarily engage with their local government in a position of authority and acting in a confidential manner.

The grand jury has autonomy to investigate any area of county or city government, and the right to subpoena information if not satisfied with what is provided. The grand jury is a constituent part of the superior court, created for the protection of society and the enforcement of law. The grand jury is free to follow its own inclinations in investigating local government affairs.

The grand jury may act only as a whole body. An individual grand juror has no more authority than any private citizen. Citizens can refer issues of government misconduct to the grand jury, who may proceed with an investigation if deemed appropriate. The subjects of investigations or departmental reviews are determined solely by the grand jury and remain confidential until the end of the one-year term.

Annual Final Report

At the close of the grand jury term, the grand jury submits the final report to the superior court. This report provides an account of the activities and investigative findings and recommendations conducted by the 2025 - 2026 Butte County Civil Grand Jury. The final report is the voice of the entire grand jury, compiled and voted on by all.

Operational Penal Code Section

Reports issued by the grand jury do not identify the individuals who have been interviewed. Penal Code section 929 requires that reports of the grand jury not contain the name of any person or facts leading to the identity of any person who provides information to the grand jury.

2025 - 2026 Butte County
Civil Grand Jury Members

Larry E. Jessee, *Foreperson*

Roger Baker, David Cooper, Brenda Crotts, Wendy Deen, Glenn Graves, Debbie Hatfield, Stuart Haynes, Kathleen Kaiser, Kary Lasek-Morton, Gina McCammon, Abigail Mebrahtu, Bruce Racheter, Sonya Seigel, Marla Stratton, Tony Steele, J. Curtis Struble, Shelly Wetmore

We wish to acknowledge those jurors who initially served with the 2025 - 2026 Butte County Civil Grand Jury but were unable to complete their term. We thank them and appreciate the time they were able to serve.

BUTTE COUNTY CIVIL GRAND JURY
2025-2026
DETENTION FACILITIES INQUIRIES STATEMENT

OVERVIEW

Penal Code section 919(b) obligates the grand jury to "inquire into the condition and management of the public prisons within the county." In 2022, the California Attorney General issued an opinion (No. 18-103) stating the term "public prisons" includes "local detention facilities," and that a county or city jail is a typical example of such a local detention facility.

The purpose of this document is to provide information about how the Butte County Civil Grand Jury fulfilled this duty.

While Penal Code section 919(b) requires this inquiry, it does not require the grand jury to conduct an investigation or to write a report about local detention facilities. In fact, a report cannot be written based solely upon an inquiry. To write a report, a full investigation is required and all the facts in the report must be verified. (See Penal Code section 939.9.)

LOCAL DETENTION FACILITIES WITHIN BUTTE COUNTY

There are two local detention facilities within Butte County (Butte County Jail and the Butte County Juvenile Hall) and one future Felony Incompetent to Stand Trial (FIST) facility. Each facility is operated by the county. The grand jury fulfilled its duty to inquire into these facilities through a variety of methods.

- Butte County Jail: On September 23, 2025, grand jurors were given an overview and tour of the facility by Sheriff's Department staff.
- Butte County Juvenile Hall Facility: On September 24, 2025, grand jurors were given an overview and tour from Probation and Juvenile Hall Department staff.
- Butte County FIST Facility: On January 23, 2026, grand jurors were given a tour and overview of the new Butte County FIST facility by the Butte County Behavioral Health Department staff.

CONCLUSION

The grand jury's legal obligation to inquire into the condition and management of each local detention facility within the county was satisfied by touring the jail, juvenile hall and FIST facility, reviewing documents, and interviewing Sheriff's Department, Probation

Department, Juvenile Hall Department, and FIST staff and Behavioral Health Department regarding their operations.

California Penal Code

The 2025 – 2026 Butte County Grand Jury Final Report has been filed on this date pursuant to California Penal Code §933. A copy of the report is enclosed.

§933.

(a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

(Amended by Stats. 2002, Ch. 784, Sec. 538. Effective January 1, 2003.)

§933.05.

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding. (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action. (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation. (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report. (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

(Amended by Stats. 1997, Ch. 443, Sec. 5. Effective January 1, 1998.)

CHICO'S DOWNTOWN PARKING KIOSK SYSTEM

June 5, 2026

SUMMARY

The Butte County Civil Grand Jury investigated the City of Chico's parking kiosk system based upon complaints that its unwieldiness was causing longstanding customers of downtown businesses to avoid the area. The kiosks, which were recommended in the 2019 Downtown Access Action Plan, went fully live in March 2023.

The Grand Jury found that the user interface initially installed on the kiosks was hard for some drivers to read and offered instructions that occasionally caused confusion. The City staff was responsive to user complaints and installed new interface software in November 2025. The Chico Police Department reports that issuance of citations is falling, suggesting that the improvements may be having the desired effect.

The Action Plan called for a public information campaign to prepare people for the transition to kiosks. While some efforts were made they were not sustained. The Grand Jury recommends that the City conduct a renewed public information campaign to encourage installation of a parking app that can be installed on drivers' smartphones as an easy way to pay for parking.

GLOSSARY

To aid in understanding certain terms in this report, the following definitions are provided:

"Downtown Access Action Plan" - The March 25, 2019 report prepared for the City by Dixon Resources Unlimited which analyzed options for modernizing Chico's parking meter system and recommended adoption of the Passport kiosk system then in use at CSU, Chico.

"Zone One" - The downtown business area bounded east to west by 1st to 5th Streets and north to south by Salem to Flume Streets. Parking in this area is limited to two hours.

"Zone Two" - The remainder of the core downtown business area extending east to west from 5th to 9th streets and north to south from Salem to Flume.

“Smart Meter Kiosks” - Equipment that the City of Chico deploys to register payment for use of a parking space. One kiosk generally serves as the pay point for one side of the street for an entire block in the 2-hour parking zone.

“Passport Payment System” - The company that provides payment software, payment processing and a parking app for the kiosks used by the City of Chico.

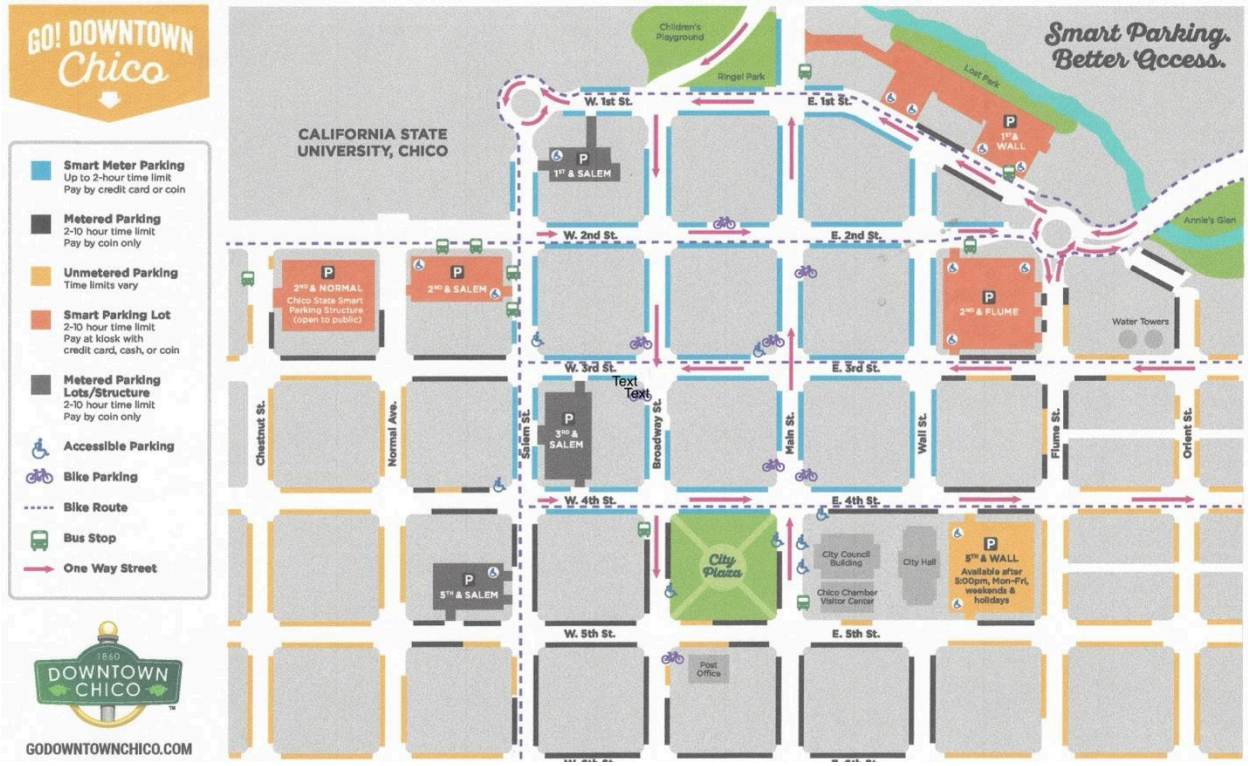
“Turnover” - The frequency with which vehicles enter and exit a given parking area.

“Occupancy Rate” - The percentage of parking spaces occupied by a vehicle at a given time.

BACKGROUND

The City of Chico has used parking meters to encourage turnover of on-street parking in the core downtown area since 1955. The proximity of what was then the City’s main shopping district to California State University, Chico (CSUC) saw much of the store front parking taken up by students who occupied spaces longer than customers. Requiring payment created an incentive for drivers to park their vehicles in free spots further from the business district.

The current objectives of the City’s parking program are largely consistent with those of the original plan: Price parking at a level that encourages turnover and allows recovery of the costs to install, maintain and enforce the system. Parking fines and fees are not designed to increase the City’s general revenue. Rather, the fees aim to encourage efficient use of limited on-street parking. In the highest density area, Zone One, parking is limited to two hours with the intention of creating an 85 percent occupancy rate. That level is considered an industry standard for the trade-off between the scarcity value of on street parking and the likelihood of finding space within a block or so of the driver’s destination. The 10-hour Zone Two, located just outside of Zone One (see map), allows longer term parking for employees of businesses within the high occupancy area.



The image shows a map of parking lots in Chico's core downtown area.

The technology used by the parking system has changed over time. Many original mechanical meters that operated by inserting coins and turning a dial were replaced in 2015 by smart meters that accepted credit cards. The smart units proved to have a number of drawbacks. They were powered by batteries and a small solar cell. Those that were installed in the shadow of a tall building experienced a high rate of battery failure. They cost around 1500 dollars each and served only one parking space. Unlike the mechanical meters that could be repaired by city staff, more complex repairs to the electronics of smart meters required shipping the unit to the manufacturer. Moreover, both the newer smart meters and the old mechanical type were targets of theft and vandalism. City staff reports that such incidents particularly increased after the Camp Fire, when locks were sometimes punched out of all meters on a block. The loss of coins was manageable but replacing the meter's locks and access doors commonly cost 75 to 200 dollars each.

In the face of these limitations the City engaged Dixon Resources Unlimited to produce a detailed Downtown Access Action Plan, which it delivered in March 2019. Dixon conducted surveys of stakeholders, analyzed parking use in downtown Chico and compared smart parking systems used by a number of west coast cities comparable in size to Chico. The firm noted that Chico State had already deployed Smart Kiosks

running the Passport payment system a few years earlier. Installation of a different system in downtown Chico could cause confusion on the part of drivers who park in both areas. Consequently, Dixon recommended that Chico use the same equipment and payment system. The City also accepted its recommendation that parking enforcement be done by vehicles equipped with License Plate Reader (LPR) technology which download payment information from the smart kiosks and compare it with the plates of vehicles parked in the zone. Chico did a limited test deployment of the kiosk system in 2022 and implemented it fully in March 2023.

DISCUSSION

The smart kiosks have worked very well from the standpoint of reliability, security and enforcement. Kiosks are located one per side of the street on each block of the two-hour zone. They have much sturdier protection for the coin vault, whose greater capacity reduces the frequency of collections; to date, none of the kiosks has been broken into. Work hours for maintenance is about one-fourth that of the previous smart meters and costs are reduced considerably. Enforcement is also much easier as LPR-equipped vehicles can drive slowly through parking zones automatically issuing citations for violations.

Public acceptance of the new system has been more problematic though the evidence is anecdotal rather than based upon a scientific survey. There have been complaints that the kiosk user screen is hard to read and the instructions are unnecessarily complicated. Some accounts highlight difficulties with parking as a significant contributor to the closure of decades-old businesses such as Colliers Hardware, Tomfoolery and Smokin' Moes. Business owners relate that they have stepped out of their stores to help frustrated drivers pay for parking. There are accounts that some longtime customers simply refuse to shop downtown because of difficulties with the new system. Some press reports and letters to the Chico Enterprise Record have reflected this negative sentiment. The City's Department of Public Works acknowledges that it has received several complaints about the kiosk user interface. Based upon this feedback, Public Works deployed a new interface in November 2025 that:

- replaced a background picture that could obscure instructions with a plain screen;
- edited or eliminated steps and instructions that complaints identified as confusing; and
- simplified the data entry requirements.

The Grand Jury commends the Department of Public Works for welcoming feedback and acting upon it. That Department reports that complaints have fallen since the November 2025 rollout. Chico Police Department enforcement personnel likewise say that the number of citations being issued has fallen, suggesting that drivers find it easier to comply.

The 2019 Downtown Access Action Plan contained a chapter on “Education and Outreach” that offered recommendations to ease the transition to a smart kiosk system. This included using the Go! Downtown Chico Website for this purpose, creating on-line video instructions, using social media to familiarize Chico residents with the system, and using the Downtown Ambassador’s program to help users. The latter recommendation was deployed but others were either not acted upon or not pursued in a sustained fashion. For example, Grand Jurors found that the Go! Downtown Chico webpage was two years out of date and only one instructional video with distracting background noise came up on a web search. After Jurors pointed this out to City staff they updated the parking information on the Chicoca.gov website.

METHODOLOGY

The Civil Grand Jury collected information through the following means and from the following sources:

- Conducted nine in person interviews with City of Chico employees, elected officials, the Downtown Business Association staff and downtown building owners.
- Reviewed and used the City of Chico website. https://www.chicoca.gov
- Reviewed and used the Downtown Chico Business Association website. https://www.downtownchico.com
- Reviewed City of Chico, CA Downtown Access Action Plan https://chicoca.gov/Departments/Public-Works/Traffic-Engineering/Downtown-Access-Plan/
- Reviewed Amendment No.2 City of Chico – Contractual Services Agreement. Turbo Data Systems Contractor. Processing of Parking and Administrative Citations, Permit Management, and Ticket writers Project Title. 853-000-8801/50287-853-4180 Budget Account Number AMENDED EXHIBIT C
- Chico Enterprise Record Letters:
    - How parking is killing our downtown 10/29/24
    - Lose the parking meters, and revitalize downtown 2/17/26
    - Downtown Chico is very much alive 2/19/26

- No parking in Chico? Try parking and walking 2/1/26
- City business association roll out downtown parking incentives 1/4/23
- Chico updates downtown parking kiosks, signs for easier use 12/6/25
- Downtown parking kiosks will accept mobile payment 1/21/23
- Downtown parking fees getting revamped 1/7/23

FINDINGS

The Butte County Civil Grand Jury finds:

F1. Smart kiosks offer cost and maintenance advantages to the City. Consumers have commented that the Passport system phone application is easy to use. The City will find it worthwhile to encourage widespread adoption of the application.

F2. The City's efforts to educate the public and assess community impact after implementation were insufficient. Some of these efforts have been made by partners such as the Downtown Chico Business Association. If the City chooses to work with outside groups to promote and explain use of the system, it should nonetheless provide effective oversight and strong leadership of the effort.

RECOMMENDATIONS

The Civil Grand Jury recommends:

R1. The Chico City Council direct the City Manager to develop, either itself or using a partner group, a short instructional video on how to use the smart kiosk and how to download and use the Passport phone application. The video should be posted to appropriate websites and widely-used social media.

R2. The Chico City Council direct the City Manager to review the Go! Downtown Chico website with the Chico Downtown Business Association to determine how its parking information can be updated and improved.

R3. The Chico City Council direct the City Manager to conduct quarterly reviews of Chico parking information on City and partner websites to ensure that they are accurate and up to date. Such reviews should particularly be conducted when the City updates the kiosk system interface to ensure that changes are reflected in publicly available information.

REQUIRED RESPONSES

The following responses are required, pursuant to Penal Code sections 933 and 933.05:

- Chico City Council: respond to F1, F2 and R1-R3 within 90 days.

DISCLAIMER

Reports issued by the Grand Jury do not identify the individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts that could lead to the identity of any person who provides information to the Grand Jury.

2025-2026 Butte County Civil Grand Jury

June 5, 2026

City of Oroville

Good Intentions Gone Awry

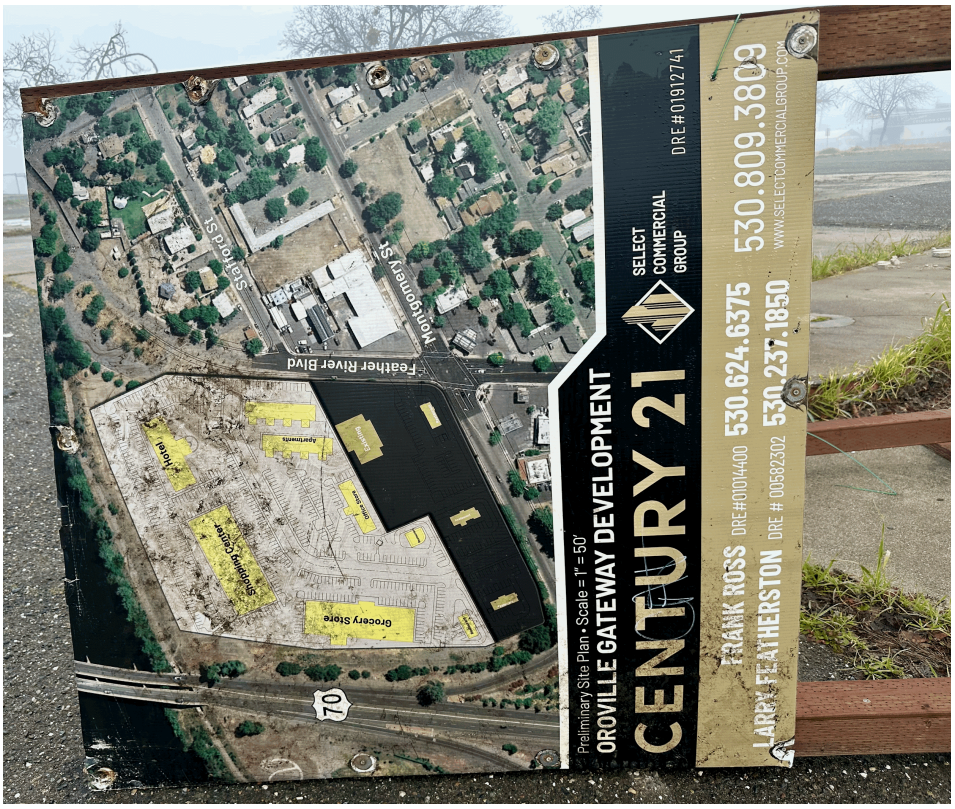


Photo shows a real estate sign tipped over at the Gateway property on January 23, 2026.

INTRODUCTION & SUMMARY

The City of Oroville owned multiple undeveloped land parcels within the city limits between Feather River Blvd. and Highway 70, collectively known as Gateway. In the summer of 2012, the City executed an agreement with Snyder Commercial Real Estate, Inc., for the latter to develop Gateway. The intent was to establish a welcoming portal to the City, drawing people from outside the community and tax revenue. Under the terms of this agreement, the City retained ownership of Gateway.

After nearly a decade passed with few improvements made to the Gateway properties, the Oroville City Council determined that a new direction was needed. At a meeting of the City Council on April 6, 2021, a new developer (later incorporated as CMG Project 1200, LLC) gave a presentation proposing that it develop Gateway. As stated in the City Council meeting minutes “The council provided direction to staff to proceed forward with discussions and the development of an agreement...”

On June 7, 2022, the City Council unanimously authorized the Mayor to execute an Amended and Restated Master Disposition and Development Agreement with CMG Project 1200, LLC. Under the terms of this agreement, the new developer purchased the Gateway parcels for the total sum of One Dollar ($1.00). Snyder Commercial Real Estate, Inc. received Ten Thousand Dollars ($10,000) from the City of Oroville “as reimbursement for some of its advertising and marketing expenses related to the Master Disposition and Development Agreement.”

Unfortunately, little has been done since to develop the properties. Concerns about the lack of progress, the viability of the present contract with the developer, and the financial costs to the taxpayers of Oroville, prompted the City Council to commission a study. Municipal Resource Group, LLC was hired to research and analyze the Gateway Project and it published a report in September 2025.

The 2025-26 Civil Grand Jury became aware of the unresolved issues attending to the Gateway Project and commenced an investigation beginning in early January, 2026. We examined:

- the history and ongoing status of the Project;
- how the present contract was awarded;
- aspects and omissions of the contract itself, and;
- the subsequent lack of action on the part of the developer.

During the course of our investigation, the Civil Grand Jury researched events and interviewed people that have directly impacted the City of Oroville and its 20,000 residents. Local government has an undisputed responsibility to make decisions in the best interests of the people they serve. Throughout the investigation, our intent was to make things even better than they are now. While much of the information we will share has been captured by the news media, we had the unique opportunity to meet firsthand with participants and review documents that are not available to the public. With this in-depth knowledge, we offer recommendations for consideration by the City of Oroville in the hope that it will be better able to serve the people who live in, work in, and visit this beautiful city.

BACKGROUND

Incorporated cities and towns typically have a City Administrator or City Manager who reports to the City Council. In many communities, the elected Council sets policy and charges the City Administrator/Manager with implementation and overseeing operations. This creates a layer of separation between the City Council and City employees. Oroville does not have this layer of separation; its Council appoints and evaluates the City Administrator and all department heads. In order of decreasing population, the largest incorporated municipalities in Butte County are Chico, Oroville, Paradise, Gridley, and Biggs. In the top three, Oroville is the only municipality that has department heads reporting directly to the City Council. Unfortunately, this has resulted in confusion regarding City Council members' ability to give direction to City employees.

In the City of Oroville, legally binding agreements are brought to the City Council for review and approval. An agreement/contract is included in an agenda packet which is sent to all members of the City Council in advance of the scheduled meeting. This takes place only after documents are reviewed and approved by the City Attorney. The agendas and packets are then made public on the City Council's web page in advance of the meeting. If the City Council's vote approves the item at the scheduled public meeting, then the body as a whole has given authorization for the Mayor and/or City Administrator to sign the corresponding document.

The Brown Act and Rosenberg's Rules of Order are both referenced in the City's Municipal Code. The Ralph M. Brown Act was passed in California in 1953. The law was created to ensure public access to the meetings of local legislative bodies which includes City Councils. Its primary purpose is to promote transparency and accountability in government decision-making processes by requiring that deliberations

and actions take place openly. The Brown Act requires that public agencies (including Oroville City Council) conduct business in a manner that is accessible and visible to the public. Additionally, the Brown Act and California Government Code Section 54963 forbid unauthorized disclosure of confidential closed session information. This was critical to understand when investigating the proceedings of the Oroville City Council.

METHODOLOGY

The Grand Jury collected information through the following means and from the following sources:

- Conducted twenty in person interviews with City of Oroville employees, community members, and elected officials.
- Reviewed and used the City of Oroville website. https://www.orovilleca.gov
- Reviewed prior Butte County Civil Grand Jury reports which contained findings and recommendations for the City. https://www.buttecounty.net/1208/Grand-Jury
- Reviewed the City of Oroville's responses to the findings. https://www.buttecounty.net/DocumentCenter/View/11253/22-23-City-of-Oroville-Response-PDF?bidId=
- Reviewed the City of Oroville's Municipal Code. https://ecode360.com/OR4980
- Reviewed "The Gateway Project Confidential Administrative Fact-Finding City of Oroville" report completed by the Municipal Resource Group, LLC in September 2025 and made public by the City of Oroville City Council. https://bloximages.newyork1.vip.townnews.com/actionnewsnow.com/content/tncms/assets/v3/editorial/9/9a/99a2989a-110a-40af-bebb-80b9d0305288/68f154d4abaf0.file.pdf
- Watched video recordings of Oroville City Council meetings, reviewed meeting packets, reviewed meeting minutes. https://www.orovilleca.gov/444/Agenda-Minutes
- Researched LLC documentation filed and publicly available with the California Secretary of State. https://bizfileonline.sos.ca.gov/search/business
- Researched property records through Butte County. https://gisportal.buttecounty.net/portal/apps/webappviewer/index.html?id=e8ee08e0672d48c8862fd3233e394027
- Reviewed the City's Legal Services Agreement with Cole Huber, LLP.
- Referenced the California Civil Code, Government Code, and Penal Code. https://leginfo.legislature.ca.gov/
- Researched property for sale in Oroville, CA.

DISCUSSION

Approval of Binding Agreements:

Prior to the June 7, 2022 Oroville City Council meeting, City Council members received a 357 page agenda packet. Within the packet the Agenda included Item 16 which read "AMENDING THE MASTER DISPOSITION AND DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC FOR THE DEVELOPMENT OF THE GATEWAY PROPERTY". Attached documents for Item 16 included a Staff Report from the City Administrator with a recommendation to "Adopt Resolution No. 9059 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CMG PROJECT 1200, LLC. FOR THE DEVELOPMENT OF THE GATEWAY PROJECT (Agreement No. 3420)". The attached agreement stipulated the sale of 12.9 acres by the City to a developer with the intent that the developer would meet five phases of project completion. However, the attached agreement was incomplete. EXHIBIT 1 LEGAL DESCRIPTION, EXHIBIT 4 GRANT DEED, and EXHIBIT 5 MILESTONE SCHEDULE appeared as blank pages with the warning "(TO BE ATTACHED BEFORE SIGNING)". The meeting minutes posted on the City of Oroville web page are incomplete and inaccurate. At the top of the first page it shows "The agenda was posted on March 1, 2019 at 12:05pm." It does not contain a record of council member votes and therefore, does not show whether or not items were approved. In order to confirm the voting record, we watched the meeting video linked on the City web page. For members of the public who want to watch the meeting, it is available at https://youtube/pRf5WhPQ5CA and the applicable time in the video is 57:10 to 1:13:10. As verified in the video, the council voted unanimously on June 7, 2022 to authorize the Mayor to execute the agreement.

After the fact, when CMG Project 1200, LLC failed to make progress on the project, it was determined that the section of the agreement detailing performance expectations for the project was missing from the final executed agreement ("Exhibit 5 - Milestone Schedule"). What was included instead was a blank page that showed "EXHIBIT 5 MILESTONE SCHEDULE (TO BE ATTACHED BEFORE SIGNING) (FOR FORM ONLY - DO NOT SIGN)". Even with this language appearing in the document, the Mayor signed it. There was no date next to the Mayor's signature and we were unable to determine when he signed it. The contract was also signed by the City Administrator. While other parties are involved in the preparation of documents for the City Council, the responsibility of reviewing, understanding, and voting on agreements for the City lies with the City Council as a whole. After lack of progress during the following three years, the City hired a third party to investigate what took place. The details are outlined in a

188 page third party investigation report which was initiated by City Council and made available to the public by City Council.

The sale of the property for One Dollar ($1.00) was far below fair market value. This was intended to serve public interest; however, the omission of Exhibit 5 and at the very least, a reverter clause, resulted in a significant loss of legal leverage and financial resources to the city. Not only did the city lose 12.9 acres of land, it continues to incur legal expenses to navigate next steps on how to address the situation. As of January 2026, the property was listed for sale effective 4/1/2025 for $5,338,704 and had not been developed.

The City Council's failure to comprehensively review legal documents prior to approval is a violation of Oroville Municipal Code § 2.16.020 Responsibilities of Public Office which states "Public officials and employees are bound to observe in their official acts the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal consideration. Recognizing that the public interest must be their primary concern, their conduct in both their official and private affairs should be above reproach." (Ord. 1405 § 1) Failure to ensure legally binding agreements are complete prior to approval does not meet this standard.

Contracted Legal Services as City Attorney

City Attorneys have a primary role in guiding City Council members and city officials on compliance, conflicts of interest, and contracts. As stated in the Oroville Charter "The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided." The City Attorney is listed as an officer for the City of Oroville along with the Mayor, six members of the City Council, a City Clerk/City Administrator and all City department heads. The City Attorney is the only role contracted to a third party.

Accessibility to the Public

In our attempts to meet with members of the Oroville City Council, we experienced challenges in making contact. Some emails and voicemails we submitted to City Council members and a City Department via the information provided on the City website were reported to have never been received. In some cases, it took three efforts of outreach to make contact. There was no feedback or automatic reply regarding when a response might be received. The City of Oroville responded to a prior Civil Grand Jury in August 2023 regarding a similar topic. The response stated "City of Oroville agrees that it can improve employee training and implementation of technology resources available to its staff to enable better communication with the public." We are unaware of the specifics of

previous challenges; however, our own experiences during this grand jury term confirmed that improvements are still needed.

Structure of the City Government and Conduct under the Municipal Code

A common complaint heard by the Grand Jury was that some City Council member(s) have directed and exerted pressure on other Council members and city employees. Our research into this complaint uncovered multiple interactions involving City Council member(s) that were considered inappropriate, unprofessional, and in some cases intimidating. These interactions impacted other City Council member(s), city employees and members of the public. This led the Grand Jury to investigate how the City Council should operate according to the Oroville Municipal Code and compare that to what was reported to us. The Oroville City Council has not imposed sanctions allowed under Oroville Municipal Code § 2.16.150 for violation of § 2.08.010: “Councilmembers and committee not to issue orders to subordinates. No councilmember or committee shall issue any order or direction to any officer or subordinate. (Code 1954 § 2.10)”

Another section of Oroville’s Municipal Code (§ 2.08.100) states “No member of the city council, officer or employee of the city, or any other person present during a closed session of the council shall disclose to any person the content or substance of any discussion which took place at said closed session unless the city council shall authorize the disclosure of such information by majority vote.” This is intended to protect confidential information discussed by council members in closed session meetings. It was shared with us that there have been numerous leaks of information from closed sessions and as a result, there is no confidence that what is discussed will stay confidential. A city investigation into breaches of confidentiality was inconclusive.

The City Council created a handbook that clearly stated expectations for City Council members and established procedures through which issues can be addressed. The City Council officially adopted an “Elected Officials Guiding Principles Handbook” on December 17, 2024. The full content was included in the Agenda Packet available publicly on the City of Oroville web page (see full content in Appendix A to this report). However, fifteen months later, only three of seven City Council Members have signed the document.

The City of Oroville’s own response to a recommendation made by the 2022-2023 Civil Grand Jury summarizes these challenges well. It stated “...the actions of elected officials are ultimately in the hands of, and controlled by, the constituents who elect them.” The following sections in the report contain findings and recommendations, and it is entirely possible the City Council will disagree with what we state. Our sincere hope is that the City Council (as a body) will strongly consider our recommendations with the intent of improving local governance.

FINDINGS

The Butte County Civil Grand Jury finds:

F1. As a result of the Gateway Project agreement being approved by City Council and signed without Exhibit 5 - Milestone Schedule, the City sold property for $1.00 with no documented performance guarantees or reverter clause. This loss of City land and the resulting legal fees to pursue a solution negatively impacts all people paying taxes to and receiving services from the City.

F2. The City's legal resources and approval processes were insufficient, allowing a contract to move forward for City Council vote and execution even though it did not contain all of the crucial content. This resulted in a significant loss of City assets without the intended gain of the Gateway development.

F3. When members of the public are not able to consistently and reliably make contact with elected officials, it has a negative impact on the City's ability to engage with the public and best serve the needs of the people represented.

F4. In the past, some City Council Members repeatedly exerted pressure on and gave direction to city employees, violating the Oroville Municipal Code. This negatively impacted the City's operations while resources were used to respond to, address, and/or avoid the behavior.

F5. The City Council voted to adopt the "Elected Officials Guiding Principles Handbook" on December 17, 2024 to "promote ethical and responsible governance…". As of April 7, 2026 only three of seven council members have signed the document and the public has not been informed of missing signatures.

F6. The Oroville City Council does not have a mechanism to share with the public the status of prior agenda items requiring action by City Council members.

F7. Violation of confidentiality required by City Council closed sessions resulted in concerns the City Council is unable to effectively discuss sensitive and confidential topics. This is a violation of § 2.08.100 in the Oroville Municipal Code and negatively impacts the City's efficiency and effectiveness when working to resolve complex legal issues.

RECOMMENDATIONS

The Butte County Civil Grand Jury recommends that:

R1. Effective immediately, Oroville City Council members should read all content provided to them in each meeting agenda packet. Votes should be delayed until each City Council member reviews and is ready to vote on complete contract content.

R2. The Oroville City Council should research and consider remedies available to the City under the contracted law firm's professional malpractice insurance due to the omission of a document in the Gateway Agreement when the City Attorney signed the form under "APPROVED AS TO FORM AND CONTENT".

R3a. The Oroville City Council should instruct the City of Oroville IT Department to test voicemails and emails from outside of the city systems, specifically using the contact information and links published on the city website for City Council members. Ensure voicemails and emails are readily accessible and received by the City Council members. Testing should be completed and changes, if needed, implemented by January 31, 2027.

R3b. The Oroville City Council should establish response timelines for public inquiries and include those timelines in voicemail greetings and automatic email responses by January 31, 2027. When a member of the public contacts an elected official, that person should be informed when they will next hear from the City Council regarding their question/concern.

R4. The Oroville City Council should direct the City to establish and monitor an anonymous ethics violation reporting mechanism. Implementation of the mechanism to be completed and communicated to all City employees, contractors, and City Council members by February 28, 2027.

R5. The Oroville City Council should enforce Item 10 (Consequences for Non-Compliance) in the adopted Elected Officials Guiding Principles Handbook by November 1, 2026. City Council members who have not signed the document shall be "ineligible for committee assignments".

R6. The Oroville City Council should create a recurring agenda item for public meetings that would report pending Council Member action items (signatures, required trainings, etc.). Implement by November 1, 2026.

R7. Effective immediately, Oroville City Council members should maintain the confidentiality of all closed session proceedings and related materials, as required by

law.

REQUIRED RESPONSES

The following response is required, pursuant to Penal Code sections 933 and 933.05:

- Oroville City Council: respond to F1-F7 and R1-R7 within 90 days

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

APPENDIX A - Elected Officials Guiding Principles Handbook

City of Oroville City Council Guiding Principles Handbook

Introduction

The purpose of this handbook is to establish a set of core principles that will guide the actions and decisions of elected officials. The handbook is intended to promote ethical and responsible governance, ensure compliance with the Ralph M. Brown Act, and provide a framework for effective decision-making that benefit the residents of Oroville.

Table of Contents

1. Role of the City Council and Oath of Office
2. General Policies and Expectations
3. Behavior and Etiquette
4. Brown Act Compliance
5. Meeting Protocols
6. Public Participation
7. Conflict of Interest
8. Transparency and Ethics
9. Staff Interactions
10. Consequences for non-compliance
11. Amendments and Updates

1. Role of the City Council

The City Council is responsible for governing the City of Oroville by establishing policies, passing ordinances, and making decisions on behalf of the public. Council members represent the community and are tasked with ensuring that the City government operates effectively, ethically, and in the best interests of residents.

2. General Policies and Expectations

- Accountability: Council members should take responsibility for their actions and decisions and be transparent in their communication with the public and City staff.
- Respect: Council members should maintain respectful communication with each other, City staff, and members of the public, even in situations of disagreement.
- Professionalism: The Council is expected to conduct itself with professionalism and integrity at all times, adhering to the ethical standards set forth in local and state law.
- Collaboration: Cooperation and teamwork are critical in decision-making processes to achieve the best outcomes for the city.

3. Behavior and Etiquette

- Respect for Others: Council members should be courteous and respectful during all official proceedings and interactions. Disparaging comments, personal attacks, or abusive language are strictly prohibited.
- Active Listening: Council members should listen attentively to each speaker during meetings and avoid side conversations, interruptions, or distractions.
- Civil Discourse: All discussions should remain focused on the issue at hand, with an emphasis on solving problems constructively. Personal opinions should be expressed respectfully, and Council members should avoid inflammatory or accusatory language.
- Time Management: To respect everyone’s time, Council members should be prepared for meetings by reviewing agendas and documents in advance, ensuring meetings run efficiently.
- Public Communication: When representing the City of Oroville, Council members should maintain a tone of professionalism and diplomacy.
- Staff Interactions: Understand that Department leadership take direction from a majority of the Council. Council Members should not give individual members of department leadership (or any employees) direction nor take up excessive staff

time that takes away from staff implementing the wishes of the Council (refer further to section 9).

4. Brown Act Compliance

The Ralph M. Brown Act ("Brown Act") governs open meetings for local government bodies to ensure transparency in decision-making. The Oroville City Council is committed to complying fully with the Brown Act to maintain public trust.

- Public Meetings: All Council meetings must be open to the public, except for closed sessions as permitted under specific conditions outlined in the Brown Act. Some committees and subcommittees are also subject to the Brown Act. Advisory committees composed solely of members of the legislative body that are less than a quorum of the legislative body are not subject to the Brown Act unless it's a committee created by formal action that covers continuing subject matters. Ad hoc committee's containing less than a quorum of the legislative body that are for a limited duration are not likely subject to the Brown Act. Committees with less than a quorum of the legislative body that also include members of the public or staff, are subject to Brown Act.
- Agenda Posting: Meeting agendas must be posted 72 hours before regular meetings and 24 hours before special meetings, outlining all items to be discussed or acted upon. No action can be taken on items not listed on the agenda.
- Quorum and Serial Meetings: Council members must avoid engaging in discussions impacting City business with each other outside of publicly noticed meetings where a quorum (majority of Council) could be present. Serial meetings, a series of private meetings where a majority of the Council commit to voting a certain way, are prohibited.
- Public Participation: The public must be given the opportunity to address the Council during open meetings. Time limits for public comments may be imposed to ensure orderly proceedings, but the public's right to participate must be respected.
- Closed Sessions: Closed sessions are allowed only for specific issues such as litigation, personnel matters, or real estate negotiations. Decisions made in closed sessions must be reported during the open session when required. Discussions that happen during closed session are confidential and must not be shared.

5. Meeting Protocols

- Chairing Meetings: The Mayor (or the Vice Mayor if Mayor is unavailable) will preside over meetings and ensure that the proceedings are orderly. Council members should respect the authority of the presiding officer and adhere to the established meeting procedures.
- Motions and Voting: Council members may introduce motions on any item listed on the agenda. A second is required for a motion to be considered. If multiple motions are made, voting shall take place according to Rosenberg's Rules of Order. Voting is conducted openly, and the results are recorded in the meeting minutes.
- Public Hearings: For matters requiring public hearings, adequate notice must be provided to the community. All testimony, both written and verbal, must be taken into account before any final decision is made.
- Engagement with the public during meetings must be limited to agendized items. Interest in a topic raised by a member of the public during public comments should be discussed at a later meeting after having the topic agendized appropriately.

6. Public Participation

- Public Input: The Council encourages residents to participate in the decision-making process by attending meetings and providing input on agenda items. Public comment is permitted on both agenda and non-agenda items.
- Written Comments: Members of the public may submit written comments to the City Clerk prior to meetings, which will be distributed to the Council and included in the record.
- Decorum: Members of the public are expected to conduct themselves respectfully during meetings. Disruptive behavior, including shouting or personal attacks, may result in removal from the meeting.

7. Conflict of Interest

Council members must adhere to all conflict-of-interest laws and disclose any personal, financial, or other interests that could affect their impartiality in decision-making. Council members must recuse themselves from participating in discussions or votes where a conflict of interest exists.

8. Transparency and Ethics

- Transparency: Council members must conduct City business in a manner that is open and transparent to the public. This includes full disclosure of any pertinent information that may affect decision-making.

- Ethical Conduct (Assembly Bill 1234): Council members must follow ethical standards in all interactions, avoiding any appearance of impropriety or undue influence. Acceptance of gifts, favors, or other incentives that could sway official decisions is strictly prohibited as would be any promise for future gifts, favors, or incentives

9. Staff Interactions

The City Council as a body sets the policy and direction through the budget process and official actions taken by the Council. City staff are tasked with implementing that direction. While staff should provide Council members with data and information when requested, individual Council members need to understand their larger role as setting policy and shall not give individual direction to staff.

In order to respect the busy schedules of City staff, Council Members shall schedule meetings in advance (ideally 24 hours' notice) with Staff (with notification to the City Administrator), should there be a desire to meet with them. To promote transparency, Council members should report out on conversations that take place with Staff during Council Announcements and Reports at City Council meetings.

10. Consequences for Non-Compliance

Failure to comply with these policies and the Brown Act can result in legal action, personal liability, sanctions, or censor by the Council. Violations of decorum or ethical standards can lead to censure or removal from Council committees.

This handbook is intended to be self-enforcing. Council members who repeatedly do not follow proper conduct outlined in the Elected Officials Guiding Principles Handbook may be formally censured by the Council or lose committee assignments. Individual Council members should point out to the offending Council member perceived infractions. If the offenses continue, the matter should be referred to the Mayor in private (unless the Mayors actions are being questioned, then the matter should be referred to the Vice Mayor). It would be up to the Mayor (or Vice Mayor) to initiate any actions. If no actions are taken, then the matter can be brought forward to the full Council.

Council members who do not sign an acknowledgement that they have read and understand the Elected Officials Guiding Principles Handbook, shall be ineligible for committee assignments.

11. Amendments and Updates

This handbook will be reviewed and updated periodically to ensure compliance with changes in law and to reflect the evolving needs of the City of Oroville. Amendments must be approved by a majority vote of the City Council.

I affirm that I have read and understand the City of Oroville Elected Official Guiding Principles Handbook.

Signature Date

Introduction to the Town of Paradise, Ca.

June 5, 2026



Photo shows the Paradise Welcome Sign Pre Camp Fire

Paradise is an incorporated town in Butte County, California, United States, in the Sierra Nevada foothills above the northeastern Sacramento Valley. As of the 2020 census, the town population was 4,764, a decline of over 80% from the 26,218 residents recorded in the 2010 census.

On November 8, 2018, a major wildfire, the Camp Fire, destroyed most of Paradise and much of the adjacent communities of Magalia, Butte Creek Canyon, and Concow. In November 2023, it was reported that there were a little over 9,000 residents living in Paradise. Over 2,500 new structures have also been built, with more construction ongoing. Paradise is located 10 miles (16 km) east of Chico and 85 miles (137 km) north of Sacramento. According to the United States Census Bureau, the town has a total area of 18.3 square miles (47 km^2); over 99% of it is land.

2018 Camp Fire



Satellite image showing the fire at 10:45 a.m. on November 8, 2018

On November 8, 2018, a wildfire named the "Camp Fire" was reported at 6:33 a.m. PST, close to Camp Creek Road near Pulga. Shortly after the fire erupted, the Butte County Sheriff's Office ordered the evacuation of the eastern quarter of Paradise, and the remaining portions one hour later.

A total of 85 people died in the Camp Fire, tens of thousands were displaced, and 18,804 buildings were destroyed. Only 5% of buildings in the town remained without serious damage after the fire, it was the deadliest and most destructive fire in California history.

Camp Fire Recovery



Photo shows a burnt-down house in Paradise, eight months after the Camp Fire

The first two building permits were reissued for Paradise, after almost five months, on March 28, 2019. This updated building plan included an emphasis on rebuilding homes as quickly and as expediently as possible. In 2010 the U.S. census reported a population of 26,800. After the Camp Fire, the population declined by more than 90%. In January 2019, the state of California reported 4,600 residents, and a door-to-door count in April 2019 found 2,034. By November 2023, it was reported that there were a little over 9,000 residents living in Paradise. Over 2,500 new structures had also been built, with more construction ongoing. By 2024, the town had experienced a substantial influx of newcomers who had moved from the Bay Area and Southern California. Insurance costs had exploded, with annual premiums of $12,000 becoming commonplace.

2020

The 2020 United States census reported that Paradise had a population of 4,764. The population density was 260.1 inhabitants per square mile (100.4/km^2).

The census reported that 98.9% of the population lived in households, 0.6% lived in non-institutionalized group quarters, and 0.4% were institutionalized.

There were 2,172 households, out of which 21.8% included children under the age of 18, 45.8% were married-couple households, 8.3% were cohabiting couple households, 24.3% had a female householder with no partner present, and 21.5% had a male householder with no partner present. 31.1% of households were one person, and 17.8% were one person aged 65 or older. The average household size was 2.17.[42] There were 1,317 families (60.6% of all households).

The age distribution was 14.4% under the age of 18, 4.8% aged 18 to 24, 18.6% aged 25 to 44, 30.8% aged 45 to 64, and 31.4% who were 65 years of age or older. The median age was 55.6 years. For every 100 females, there were 101.1 males.

There were 2,493 housing units at an average density of 136.1 units per square mile (52.5 units/km^2), of which 2,172 (87.1%) were occupied. Of these, 74.6% were owner-occupied, and 25.4% were occupied by renters.

In 2023, the US Census Bureau estimated that the median household income was $67,042, and the per capita income was $36,444. About 18.4% of families and 18.0% of the population were below the poverty line.

Due to the fires and extreme loss of their town, Paradise has experienced trauma, loss of life, and the ability to raise tax biased funds to operate the Town of Paradise.

The 2018 Camp Fire has been documented as the largest calamity to befall a community since the 1906 San Francisco earthquake. Because of this event the Town of Paradise lost approximately 40 percent of its Town employees, and was forced to develop a plan in which to rebuild their community.

As the Grand Jury team began their investigation through over thirty-five interviews, large scale document review, and working with the Town's staff and their partners, we found the Town of Paradise's employees, partners and citizens to be mostly well intentioned people attempting to rebuild the town they called home. These individuals were faced with a daunting task, and were met with many challenges to overcome. The Grand Jury highly commends their hard work and dedication to rebuilding their town.

It was discussed with us that for the continuous construction of properly that there needs to be an open, honest, and reliable working relationship with all the parties involved, including the contractors, sub-contractors, building inspectors, planners, permitting department, and the town officials. It became apparent to those investigating the events in Paradise that there was a breakdown in this working relationship. Out of town contractors misuse of Building and Professional Codes 7044 and the Town's Building department's failure to rein in these problems caused some problems for homebuyers returning to Paradise.

During the Grand Jury's year long investigation into the management and building departments we recognized many findings and recommendations that are included in our report. It is important to note that many of the recommendations have started to be implemented into the Town of Paradise. This beginning of correction and change is to be commended.

The following is a three-part investigative report on our findings within the Town of Paradise regarding the Building Inspection Department, Building Development and Permitting Department, and the Administrative Department.

Town of Paradise

Building Inspection Department

Investigation Report

The Paradise Building Inspection Department and its staff lacked the experience, oversight, and training to adequately perform their duties.



Picture of a home under construction

June 5, 2026

Butte County Civil Grand Jury

2025 - 2026

PARADISE BUILDING INSPECTION DEPARTMENT

The Paradise Building Inspection Department and its staff lacked the experience, oversight, and training to adequately perform their duties.

SUMMARY

With the intense pressure to quickly rebuild burned homes after the devastating Camp Fire, it soon became apparent that there were issues affecting code inspections being performed by the Town's building inspectors. The Town of Paradise Building Inspection Department and its staff lacked the experience, oversight, and training to adequately perform their duties under the catastrophic circumstances resulting from the fire.

There have been a multitude of complaints concerning substandard homes being built in the Town of Paradise, with voluminous evidence exposing many examples of unacceptable, and in some cases, dangerous building practices.

Purchasers of some new homes discovered substandard construction, resulting in cracked foundations, misaligned doors, mold growth due to improper installation of windows and shower pans, and incorrect water heater installations, in some cases creating health issues for the occupants.

The affected citizens' complaints were brought to the attention of the Paradise Building Department, the Town of Paradise Administration, and the Town Council. Complainants voiced their dissatisfaction with a lack of adequate oversight clearly during the building and inspection process of these homes.

Many of the Town's elected officials questioned why so many deficient new homes were passing inspections, as well as why the energy efficiency standards of Title 24 and the Home Energy Rating System (HERS) were being ignored during inspections. This was causing a high level of concern regarding the Town's building inspectors and their apparent lack of experience and qualifications for doing their jobs.

The Civil Grand Jury undertook an investigation into these issues and confirmed that the home inspections were being performed by inadequately trained individuals who lacked the experience and proper certifications required to do their jobs. In some cases, inspectors were allegedly utilizing "on the job training" to earn their certification within a period of twelve months. Disturbingly, this was not actually happening, even though an administrative record showed that the "on the job training" was a part of their hiring agreements.

As a result of the deficient inspections additional problems became obvious. A particular group of contractors were able to take advantage of the lax inspections. These

individuals were constructing homes at lightning speed, cutting corners, ignoring energy calculations, using less expensive building materials, utilizing cheaper and much less experienced labor, and ultimately were able to entice citizens to buy their homes at attractive lower prices that were undercutting legitimate and qualified local contractors' homes.

BACKGROUND

In the aftermath of the Camp Fire, the Town of Paradise perceived an urgency to begin building new homes and businesses as quickly as possible in order to generate a revenue base for redevelopment. The town staff quickly became overwhelmed. Forty percent of all staff left the Paradise area immediately following the fire, which left the Paradise Building Department gutted.

The Town Council and Town Manager contracted with a construction and planning firm called Four Leaf to help the town organize and create their building plan, as well as to provide interim building inspectors and staff to operate the permit department.

In 2021, the Town of Paradise began its transition from the Four Leaf contract back to the use of in-house staff in both the building and the permitting departments.

During the transition, town administration attempted to recruit new staff from local areas to fill the expanded departments. The Civil Grand Jury was told in interviews with town administrators that the inspector job positions were posted, but that it was a difficult recruitment due to the unique expertise needed to perform the job. We were told there were not a lot of takers for the jobs. The new department building inspectors were ultimately hired by one administrative staff member, and consisted of acquaintances and past co-workers.

With few applicants, additional positions were filled with "in-house" references which gave skilled positions to individuals in some cases, who lacked certifications and credentials. The Town hired candidates for building and permitting functions who had viable personal references, but did not meet the minimum qualifications for the positions.

The new hires were given twelve months to attain the necessary certifications but did not complete them either on-line or in person. The Civil Grand Jury also discovered that on-site training was sparse at best, and what little training did occur was not documented or tracked. During the writing of this report these deficiencies were being addressed, and training has begun.

The intense pressure to quickly rebuild, along with the huge number of inspections that needed to be performed, created a necessity that the inspection staff have thorough

knowledge of updated codes, manufacturing materials, and review of contractor licenses.

The inspectors felt pressured by a general community consensus in favor of completing as many homes as quickly as possible. The Civil Grand Jury received information that these mounting pressures were causing staff to “sign off” on the completion of a project’s progress before the work was actually ready for the next phase of construction. Additionally, the Building Inspection department was known to grant “courtesy inspections” so a building’s construction could progress prior to the inspector’s approval of previous phases.

These factors began surfacing when homeowners discovered deficient construction in their recently built homes. These individuals contacted the City Manager and the Town Council questioning the inspection process and the approval process for occupancy.

As a result of these complaints, and direction from the Town Attorney, Town Council, the Butte County District Attorney, and the town administration, a decision was made in August 2025 to place the Director of the Building Department and all Building Inspectors on paid administrative leave. Simultaneously, the Town Manager was separated from employment by mutual consent.

The Town Council directed the Town Attorney to acquire the services of an independent consultant to conduct an audit of the organizational structure, processes, inspection methods, and procedures of the Paradise Building Department.

The Civil Grand Jury filed a California Public Records Act request with the Town for the consultant’s full audit report, but the request was denied. The Town instead provided a 2 ⅓ page Audit Summary. During the investigation and interview process, we interviewed the audit expert twice. The contracted expert forwarded the completed audit to the Paradise Town Attorney, and shortly thereafter, the Director of the Building Department and the three inspectors were reinstated to their positions. Interestingly, the audit revealed that once employees were hired, they were left to themselves, with little to no follow-up by supervisors or Human Resources. Additionally, continuing education for rapidly changing building codes and knowledge of improved building materials was severely lacking.

The audit was then used as the source to formulate the Building Division Audit Corrective Action Plan (CAP). The CAP was presented to the Town Council for approval and planned implementation on February 10, 2026. The majority of the recommendations were adopted, but the council declined two important recommendations. Item A-3 recommends that code enforcement be moved to the Planning Division. Item A-4 recommends reclassifying the director of building and code enforcement to building official / fire marshal.

California state law mandates certain hiring certification, continuing education, and record retention requirements for municipal building inspectors. These are outlined, inter alia, in the:

California Assembly Bill 1234

California Assembly Bill 827

California Public Records Act

California Senate Bill 717 (Ducheny Bill)

California Health and Safety Code Section 18949.28

California State Association of Counties building inspectors specifications. See Addendum 2: California State Association of Counties Inspector Specifications (CSAC)

California State Human Resources Manual on Unlawful Appointments

During the Grand Jury's investigation into the Paradise Building Inspections Department there were, in many cases, shortcomings in the hiring, education and records retention process.

METHODOLOGY

The 2025-2026 Civil Grand Jury was contacted by multiple citizens, contractors and individuals within the Town of Paradise with their concerns. The Civil Grand Jury formed an investigative team that interviewed over thirty-five individuals over a period of time from July 2025 through March 2026. The interviewees were a combination of administrative personnel as well as contractors and private citizens with knowledge of the building inspection department in Paradise.

Documents Reviewed

During the investigation, the 2025-2026 Butte County Civil Grand Jury reviewed:

Public records

Town Council meeting agendas and minutes

Internal town policies and procedures manuals

Town Council Handbook

Job Announcements

Town of Paradise Employment Applications

Town of Paradise Employee Work Performance Reports

Individuals' Resumes

Individuals' Letters of Employment

Numerous email communications between various community members, council members and city staff

Audit Memo information

2025 Building Division Audit Corrective Action Plan (CAP)

The Town of Paradise draft ordinance adopting new section 15.02.065 (see Addendum 1 of this report)

Interviews

The Jury conducted over thirty five extensive interviews with current county and town officials, county and town employees, contractors, and local stakeholders.

TIMELINE: KEY EVENTS IMPACTING THIS REPORT

- November 8, 2018 - Camp Fire
- 2019-2021 - Four Leaf Contract
- 2021 - The Town Council authorizes the hire of 11 employees within the Building and Inspection Department
- August 2025 - Town Manager separated and Building Department Director and Building Inspectors placed on administrative leave
- August 2025 - March 2026 Two successive Interim Town Managers
- August to October 2025 - Building Department Audit
- September 2025 - Building department employees reinstated from administrative leave
- January 16, 2026 - Stamped date of completed town audit
- January 16, 2026 - Community Action Plan placed on town council agenda, and pulled before review

FINDINGS

The Butte County Civil Grand Jury finds:

F1. The building inspection staff were hired without meeting the stated Town of Paradise minimum requirements for hire. There was found to be a lack of knowledge among the building inspectors relating to codes and inspection protocols. There also appeared to be a lack of understanding of the requirements of supplemental plan documents, truss calculations, energy calculations and manufacturers installation requirements. This situation contributed to substandard construction in some cases.

F2. The building inspection staff were given twelve months to attend online classes and training to receive the needed code-required certifications, but failed to complete them. This failure led to inadequate inspections which resulted in some substandard homes.

F3. The Building Inspection Department has been audited by an outside expert who recommended detailed remedies. The final audit was never released to the stakeholders of Paradise. This lack of transparency undermined confidence at all levels.

F4. The 2026 Building Division Audit Corrective Action Plan (CAP) was presented to the Town Council. The majority of the recommendations were adopted, but the council declined two important recommendations. The Civil Grand Jury has concluded that these recommendations would be important to the success of the CAP. These declined recommendations would have more equally distributed managerial responsibilities.

F5. The Building Inspection Department was known to grant “courtesy inspections” so a building’s construction could progress prior to the inspector’s approval of previous phases. This type of favoritism is known to be outside of established inspection protocol, and risks substandard construction to slip through.

F6. There is evidence validating many homebuyers’ complaints of unacceptable, and in some cases, building practices resulting in dangerous living conditions.

RECOMMENDATIONS

The Butte County Civil Grand Jury recommends that the Paradise Town Council:

R1. Direct staff to develop and implement a post-hiring employee development plan with benchmarks and time lines to train and certify new hires who do not meet all job requirements.

R2. Direct Town Manager to verify that the staff who were hired conditionally, have completed required training and gained certification.

R3. Release the full audit to the public with redactions to protect privacy of individuals as necessary.

R4. Reconsider A-3 and A-4 of the CAP implementation plan. Item A-3 recommends that code enforcement be moved to the Planning Division. Item A-4 recommends reclassifying the director of building and code enforcement to building official / fire marshal.

R5. Direct staff to refrain from the use of courtesy inspections.

R6. Review their inspection protocol and put in place a dedicated Community Development Director to oversee the Building Inspection Department.

REQUIRED RESPONSES

The following responses are required pursuant to Penal Code sections 933 and 933.05.

From the following individual or governing body to be received by the Presiding Judge within 90 days of receipt:

- Paradise Town Council: respond to F1-F6, and R1-R6.

INVITED RESPONSES:

The Grand Jury invites the following individual to respond:

From the following individuals to be received by the Presiding Judge within 60 days of receipt:

- The Paradise Human Resources Director: respond to F1-F4, and R1-R4.
- The Paradise Assistant Town Manager: respond to F1-F6, and R1-R6.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Links to appropriate documents:

The following links were active at the time of printing.

2025 Town of Paradise Building Division Audit Corrective Action Plan:
https://www.townofparadise.com/building/page/building-division-audit-corrective-action-plan

California Assembly Bill AB1234
https://legiscan.com/CA/text/AB1234/id/3136922

California Senate Bill SB827
https://legiscan.com/CA/text/SB827/id/3235157

California Public Records Act
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=10.&title=1.&part=1.&chapter=1.&article=1

California Assembly Bill AB717 (Ducheny Bill)
https://leginfo.ca.gov/pub/95-96/bill/asm/ab_0701-0750/ab_717_bill_951005_chaptered.html

California Health and Safety Code 18949.28
https://law.justia.com/codes/california/2011/hsc/division-13/18949.25-18949.31/18949.28/

Addendum 1:

Town of Paradise Ordinance section 15.02.065

TOWN OF PARADISE
ORDINANCE NO. ___

AN ORDINANCE OF THE TOWN OF PARADISE ADOPTING NEW SECTION 15.02.065 AND MAKING FINDINGS OF FACTS RELATING TO BUILDING CODE COMPLAINTS AND ESTABLISHING OVERSIGHT BY THE BUILDING DIVISION CORRECTIVE ACTION PLAN AD HOC ADVISORY COMMITTEE

The Town Council of the Town of Paradise, State of California does hereby **ORDAIN AS FOLLOWS:**

SECTION 1. Findings. The Town Council finds and declares as follows:

a) Under Article XI, Section 7 of the California Constitution local agencies may make and enforce all local, police, sanitary and other ordinances within their jurisdiction, provided they do not conflict with general state laws; and

b) The Town Council of Paradise hereby finds that the public health, safety, and welfare of the Town of Paradise will be best protected and served by ensuring that all buildings, structures, electrical, gas, mechanical, and plumbing systems comply with the Paradise Municipal Code which adopted and incorporated several sections of the California Building Standards Code (California Code of Regulations, Title 24); and

c) The Town Council of the Town of Paradise desires to set forth certain procedures to ensure the enforcement of the Building Code by creating a system to process, review and manage complaints alleging violations of the Building Code.

SECTION 2. Section 15.02.065 is added to the Paradise Municipal Code as follows:

15.02.065 Building Code Complaint Procedure; Review and Determination by the Independent Reviewer.

A. Definitions

1. Building Code – The Paradise Municipal Code applicable to buildings and construction, including but not limited to Title 15 of the Paradise Municipal Code.

2. Permit Applicant (PA) – the individual or entity that applied for and was issued a permit for the construction of the building, structure, electrical, gas, mechanical, or plumbing system. In the event the Permit Applicant is an entity, the principals and signatory on the permit application shall be deemed to be Permit Applicants, as well as the entity.

3. Building Division Corrective Action Plan (CAP) Ad Hoc Advisory Committee – The CAP Ad Hoc Advisory Committee shall serve as an advisory and oversight body for the Building Code complaint process, consistent with the Town's Building Division Corrective Action Plan. The Committee shall not serve as the primary decision-making body for technical determinations of Building Code compliance, however, will support and facilitate Independent Reviews while monitoring the overall intent of this ordinance.

4. Independent Reviewer – The Independent Reviewer shall be a third-party consultant retained by the Town responsible for the objective review of complaints, evidence, inspections, and issuance of Notices of Determination regarding Building Code compliance. The Independent Reviewer shall not have had a primary role in supporting or facilitating the course of construction of the subject complaint.

5. Strike – a Strike is a finding against a Permit Applicant (PA) that a Building Code complaint has been deemed founded following the issuance of a Notice of Determination and an appeal by a Permit Applicant, or a failure to timely file an appeal, as outlined in this section. Only one Strike may be in effect for each Assessor's Parcel Number. A Strike shall be removed or inactivated only by remediation of the Building Code violations, which shall be confirmed in writing by the Building Official as outlined in this Section.

B. Every building permit granted under this title or any section hereof is granted and accepted by all parties with the express understanding that the building, structure, electrical, gas, mechanical, or plumbing system must meet the requirements of the Building Code. Following issuance of the building permit, and for a period of 10 years thereafter, if a property owner suspects the PA did not adhere to the Building Code, a complaint shall be submitted through the Town's CAP Community Intake Form as the exclusive initial point of contact. Complaints submitted outside of the CAP Intake process shall not be accepted.. The complaint must include: the location of the building, structure, electrical, gas, mechanical, or plumbing system, the nature of the alleged violation, and efforts the property owner has undertaken to obtain relief from the PA prior to submitting

the complaint. Town staff shall conduct an initial completeness and eligibility screening and refer qualifying complaints to the Independent Reviewer.

All complaints, reviews, and determinations shall be documented and tracked in accordance with the Town's Building Division Corrective Action Plan (CAP).

C. The Independent Reviewer shall review all complaints submitted through the CAP Intake Form and determine whether the complaint references a potential violation of the Building Code. Complaints that reference aesthetic issues or issues that do not relate to the requirements of the Building Code will not be considered. If the complaint alleges an issue that may violate the Building Code, the Independent Reviewer shall issue a Notice of Complaint (NOC) that will be sent to the PA. The NOC must include the specific location of the building, structure, electrical, gas, mechanical, or plumbing system that is the subject of the complaint and the section of the Building Code, that has allegedly been violated. Within 10 business days of issuance of the NOC, the PA may respond with an explanation of how the requirements of the Building Code were met or with documentation refuting the allegations in the NOC.

D. After receiving the PA's response to the NOC, the Independent Reviewer may contact the owner of the building, structure, electrical, gas, mechanical, or plumbing system to schedule an inspection. In the event an inspection is requested, the property owner and the PA shall have the right to have one representative present at the inspection.

E. Within 10 business days following the gathering of evidence as outlined in Paragraphs C and D of this Section, the Independent Reviewer shall review the evidence and issue a written Notice of Determination (NOD), which shall be sent by the Town Clerk to the property owner and PA by regular mail. If the Independent Reviewer determines that the complaint has been unfounded, the complaint will be dismissed. If the Independent Reviewer confirms the existence of a Building Code violation, the NOD must include the specific location of the building, structure, electrical, gas, mechanical, or plumbing system that is the subject of the NOD and the section of the Building Code pertaining to the violation.

F. In the event that a PA disagrees with the NOD, the PA may appeal the determination by submitting a written appeal to the Town Council within 10 calendar days. The appeal shall be submitted to the Town Clerk. The appeal shall include evidence refuting the violation stated in the NOD and demonstrating that the requirements of the Building Code have been met. The Town Council shall review the appeal and all documents reviewed by the Independent Reviewer at a regular or special meeting, at which the property owner and the PA may appear and provide a

statement to the Town Council. The statement by the property owner and PA shall not exceed 10 minutes each, unless additional time is needed to address questions by the Town Council.

G. The Town Council may, but is not required to, overturn the NOD issued by the Independent Reviewer by majority vote of the Council Members in attendance at the meeting. In the event that the NOD is overturned, the complaint shall be dismissed as unfounded.

H. Following an appeal by the PA and a failure to overturn the NOD, or in the event that a PA fails to timely file an appeal of an NOD, the PA shall receive a Strike. The Strike shall be active until the PA remediates the Building Code violation to the satisfaction of the Building Official, as defined in Section 2.12.054.

I. If a PA has two or more Strikes in effect that have not been removed or inactivated, all new permit applications for any buildings, structures, electrical, gas, mechanical, or plumbing systems shall be denied and all existing permits in the issued status to the PA will be suspended until all of the active Strikes on the PA's record have been removed.

J. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, occupy or maintain any real property, building, structure, or building service equipment or cause or permit the same while the permit is suspended.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is for any reason held to be invalid by a court or competent jurisdiction, such provision shall be deemed severable, and the invalidity thereof shall not affect the remaining provisions or other applications of the ordinance, which can be given effect without the invalid provision or application thereof.

SECTION 5. CEQA Exemption. Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the California Government Code.

SECTION 6. Publication. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED BY THE Town Council of the Town of Paradise, County of Butte, State of California, on this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steven Crowder, Mayor

ATTEST:

_____
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

_____
Scott E. Huber, Town Attorney

Addendum 2

California State Association of Counties Inspector Specifications

Minimum Qualifications

- **Education:** A high school diploma or GED is the baseline. However, completion of a Building Inspection Technology Program, or 60 semester units in engineering technology, architecture, or construction management are highly desired.
- **Experience:** Generally, requires at least two to four years of full-time, progressively responsible experience in building inspection or as a journey-level tradesperson (carpentry, electrical, plumbing, or HVAC). Senior roles typically require direct agency experience and additional years as a licensed general contractor.
- **Licensing & Certification:** Possession of a valid California Class C Driver's License is required. Under California Health and Safety Code Section 18949.28(a), inspectors must secure certification in their primary job fields (from recognized organizations like the International Code Council) within two years of employment.

Core Knowledge Requirements

Building inspectors must possess a working knowledge of:

- **Codes & Standards:** The California Building, Housing, Plumbing, Electrical, and Mechanical codes.
- **Construction Methods:** Modern building materials, quality standards, and the tools/techniques used across various building trades.
- **Accessibility & Safety:** Energy conservation, disabled access requirements, and structural earthquake safety.

Essential Duties & Responsibilities

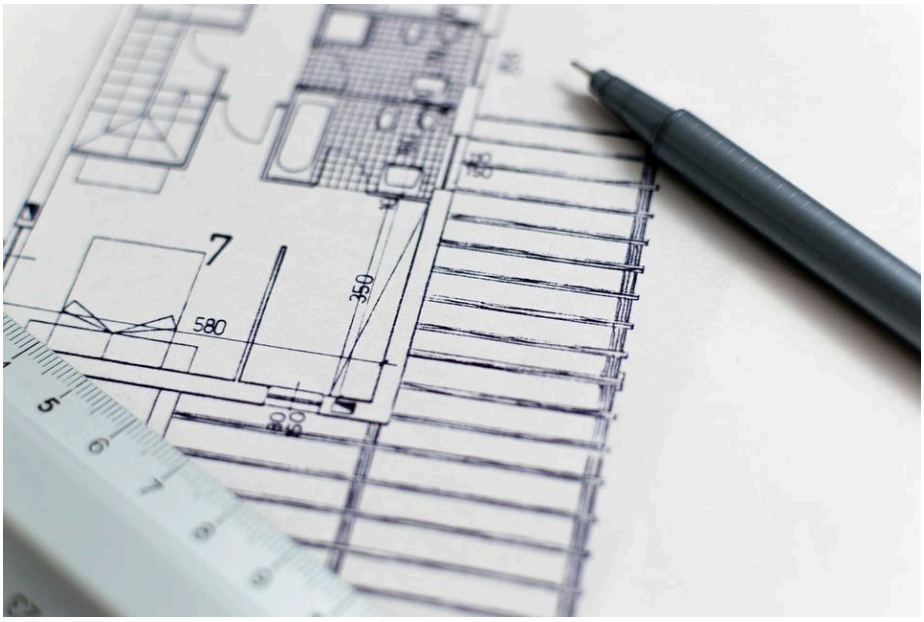
- **Inspections:** Conducting field inspections at various stages of construction to verify compliance with approved plans, zoning laws, and safety codes.
- **Code Enforcement:** Investigating alleged violations of building codes and issuing correction notices or "Stop Work" orders when necessary.
- **Plan Checking:** Assisting in reviewing construction plans, blueprints, and layouts to determine code compliance prior to on-site inspections.
- **Public Interaction:** Conferring with developers, architects, and the public regarding code requirements, installation methods, and departmental policies.

Town of Paradise

Permitting and Plan Development Department

Investigation Report

Ineffective departmental procedures led to some substandard home building.



Picture of Building Plans

June 5, 2026

Butte County Civil Grand Jury

2025 - 2026

PARADISE PERMITTING AND PLAN DEVELOPMENT DEPARTMENT

Ineffective departmental procedures led to some substandard home building.

SUMMARY

The Town of Paradise Permitting and Plan Development Department staff lack the necessary experience, oversight, and training to adequately perform their duties. Ineffective departmental review of planning and permitting documents submitted by owner/builders has resulted in substandard construction practices. In addition to lack of sufficient training to perform the reviews, there was little on-site supervisory support when and where required. Departmental staff were not verifying ownership, contractors' licenses, or insurance regarding permit applicants. Measures are currently being taken to address these issues.

Inadequate staff training with a resulting lack of attention to procedural review incentivized some contractors to take shortcuts. Less expensive building materials were often utilized. Lower wages were offered for inexperienced labor. State mandated workers' compensation insurance premiums went unpaid. Title 24 and HERS energy efficiency calculations were accepted from dubious sources without proper verification. These and other unregulated activities escaping industry best-practices standards and building code enforcement oversight resulted in substandard homes.

Paradise home buyers have and will continue to suffer the consequences of this substandard construction. They are contending with cracked foundations, doors that will not fully close, mold resulting from improper installation of windows and shower pans and improper installation of hot water heaters all of which have caused dangerous health concerns. These home buyers continue to voice their concerns and complaints to the Building Department, the town's administration and during Town Council meetings.

BACKGROUND

In the aftermath of the Camp Fire, the Town of Paradise wanted to begin the rebuilding of homes and businesses as quickly as possible to reestablish its revenue base. The town lost forty percent of its work force immediately following the Camp Fire. The town staff that remained were overwhelmed with the rebuilding task. The Town Council and administration contracted with Four Leaf, a construction and planning firm, to help the town organize their rebuilding plan, and to supplement the Building and Permitting Department as well as supply interim building inspectors. In 2021, the town began to

transition from that contract to the use of in-house staff. During this transition, the town administration began recruiting from the local area. The increased demand for staff to review building permits following the fire made recruiting difficult and few employment applications were received. Staff then turned to limited local sources and in-house references to fill skilled positions. Although those hired had viable personal references, some lacked the certifications and credentials to properly fill the positions.

As the rebuilding of Paradise progressed, several out-of-area contractors, lacking in building experience and knowledge of Paradise construction requirements began applying for permits under California Business and Professions Code section 7044.

California Business and Professions Code Section 7044 outlines the exemptions for building or improving structures on property of the owner. Key points include:

> Exemptions: The code does not apply to owners who build or improve structures on their property if:
>
> - None of the improvements are intended or offered for sale;
> - The owner personally performs all work or their employees do;
> - The owner directly contracts with licensed trades;
> - For single-family residential structures, no more than four structures are intended for sale in a calendar year.

The Grand Jury found that the owner/builder exemption was frequently abused by developers or investors building homes to sell for profit in Paradise, which is illegal. Permitting and Plan Development staff were not clarifying the relationship of permit applicants to the property, allowing abuse of the owner/builder exemption to escape detection.

These contractors began building homes listing themselves as “owner/builder,” utilizing one license within a “limited liability corporation (LLC).” This would have allowed them to build up to four homes per year. Department records indicated that there was an instance where nine individuals who formed different LLC’s were granted approximately 160 building permits. Because of the builder’s misuse of the LLC designation, using building licenses that were not theirs, and dissolving the LLC’s when the building was complete, the buyers had no recourse upon finding design flaws in the homes they purchased from the builders. Misuse of Section 7044 allowed the contractors to circumvent utilizing licensed sub-contractors and avoid workers compensation and liability coverage. Separate individuals, within this same LLC, would use the same license and would apply for additional permits. In some cases, these LLCs subsequently dissolved, making complaints as to the construction impossible. Additionally, these individuals used the same out-of-area addresses, and the same energy calculation firm on each of their permits. It was also found that a local contractor whose state issued

contractor’s license had been revoked, was issued a permit and is still building, at the time of this report. The problematic builders did not provide construction warranties beyond that of the individual manufacturer. All of these scenarios resulted from inadequate handling of the permit process in the Paradise Permitting and Plan Department.

With the increased number of permits being processed, coupled with the lack of adequately trained permit technicians, the permitting protocols were either not performed, or received only cursory review. This failure to follow protocols also prevented the forwarding of correct information to the building inspectors regarding contractor issues and manufacturer's installation requirements.

California Business and Professions Code Section 7031.5 states:

“This code requires that each county or city that requires a permit for construction, alteration, improvement, demolition, or repair of a building must also require applicants to file a statement confirming their licensing status. This statement must include the license number and indicate that the license is in full force and effect, or provide the basis for any exemption”.

These factors did not come to light until individual home owners discovered deficient construction in their recently built homes. The buyers contacted the building department, City Manager, and the Town Council, questioning the inspection and approval process for occupancy. In response, the Town Council, with direction from the Town Administration, placed the Building Department on leave. Concurrently, the Town Council separated with the Town Manager by mutual consent. The Town Council then directed the Town Attorney to acquire the services of an independent consultant to audit the organizational structure, processes, inspection methods, and procedures of the Permitting and Planning Department and the Building Department. During the Civil Grand Jury’s investigation and interview process, the Town of Paradise received the audit completed by the contracted expert and used the audit to formulate the Building Division Audit Corrective Action Plan (CAP). The CAP was presented to the Town Council and approved for implementation on or about February 2026. It should be noted that the Town Council declined two recommendations forwarded in the CAP. The current director in charge of building, code enforcement, plan review, and development engineering, also serves as the fire marshal overseeing supervision of the building permit issuance personnel. According to the Audit Memo these management duties, in conjunction with being the department co-director, have led to inefficiencies and a lack of proper supervision.

METHODOLOGY

The 2025-2026 Civil Grand Jury was contacted by multiple citizens within the Town of Paradise with concerns. We interviewed approximately thirty-five individuals, administrative staff, Town Council Members, and local contractors and stakeholders.

During the investigation, the 2025-2026 Butte County Civil Grand Jury reviewed:

- Public records;
- Town Council meeting agendas and minutes;
- Internal town policies and procedures manual;
- Job Announcements;
- Town of Paradise Employment Applications;
- Town of Paradise Employee Work Performance Reports;
- Individuals' Resumes;
- Individuals' Letters of Employment;
- Numerous email communications between various community members, council members and city staff;
- Audit Memo information;
- 2025 Building Division Audit Corrective Action Plan (CAP).

Interviews

The Grand Jury conducted extensive interviews with current county and town officials, county and town employees, contractors, and local stakeholders.

Documents Reviewed

During the investigation, the 2025-2026 Civil Grand Jury reviewed:

- Numerous public records;
- Town Council meeting agendas and minutes;
- Internal town policies and procedures;
- Town of Paradise job announcements, employment applications, employee work performance reports, resumes, and letters offering employment;
- Numerous email communications between administrative staff;
- California Building and Profession code 7044;
- California Building and Profession code 7031.5.
- California Labor Code Section 2750.

TIMELINE: KEY EVENTS IMPACTING THIS REPORT

- 2018 - Camp Fire
- 2019 - 2021 - Four Leaf Contract

- 2021 - The Council authorizes the hire of 11 employees within the Building and Inspection Department
- August 2025 - Town Manager Termination/Employees on Administrative Leave
- August/September 2025 - Two Interim Town Managers
- August/September 2025 - Audit
- September 2025 - Employees Return
- October 2025 - January 2026 - Community Action Plan

FINDINGS

The Butte County Civil Grand Jury finds:

F1. The Permitting and Plan Development department staff were hired without meeting the stated Town of Paradise minimum requirements, which contributed to substandard construction in some instances.

F2. The Permitting and Plan Development Department staff had a lack of basic knowledge relating to inspection protocols, code standards, and understanding the requirements of supplemental plan documents, including truss calculations, energy calculations and manufacturers' installation requirements. This allowed non-compliant builders to avoid detection.

F3. The Permitting and Plan Development Department staff were given a set amount of time to attend online classes and train to receive the needed code requirements, but to the date of this report have not completed them.

F4. That communication between the Permitting and Planning and the Building Departments is virtually non-existent. This factor led to inspectors in the field not having the correct information and missing manufacturing installation requirements.

F5. The Permitting and Planning Development Department issued permits to ineligible individuals without clarification of their relationship to the property, and allowed these individuals to sign the permit application as owners. The department violated the California Building and Permit Code 7044, and Labor Code Section 2750, as well as Business and Professions Code 7031.5.

RECOMMENDATIONS

The Civil Grand Jury recommends that the Paradise Town Council:

R1. Diligently follow the recommendations of the audit and the Corrective Action Plan (CAP) regarding the need for Permitting and Planning personnel to acquire necessary licensing and certifications. A report of this process is to be given to the citizens of Paradise on a quarterly basis at Town Council Meetings.

R2. Ensure that individuals reviewing the initial building permit applications become certified. In addition, certified the plan reviewer personnel to analyze truss calculations and energy calculations. This should also include the requirement to ensure that the contractor licenses, workers compensation insurance policies, and subcontractors insurance policies are current and valid as outlined within the CAP.

R3. Institute a process to track and document an employee's training development, from initial hiring throughout the individual's employment with the organization. This should include certifications, licensing, and professional updates as delineated in the CAP.

R4. Direct the Community Development Permitting and Planning Department to develop a checklist to ensure that each portion of the permit is completed properly. This review of information should be done with the applicant present and then followed up to ensure accuracy. This information should be communicated to the Building Inspection Department.

R5. To direct the Community Development, Permitting, and Planning Department verify those requesting building permits are authorized to do so under California Building and Permit Code 7044, and Labor Code Section 2750.

REQUIRED RESPONSES

The following responses are required pursuant to Penal Code sections 933 and 933.05.

From the following individual or governing body to be received by the Presiding Judge within 90 days of receipt:

- Town of Paradise Town Council: respond from F1 to F5, and R1 to R5.

INVITED RESPONSES

From the following individuals to be received by the Presiding Judge within 60 days of receipt:

- The Human Resources Director: respond from F1 to F3, and R1 to R3.
- The Assistant Town Manager: respond to F1 to F5, and R1 to R5.
- The Directors of the Building Plan Development and Permitting Department: F1 through F5 and R1 through R5.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Links to appropriate documents:

These links were active at the time of report.

Town of Paradise CAP
https://www.townofparadise.com/building/page/building-division-audit-corrective-action-plan

State of California Building and Professional Code 7044
https://codes.findlaw.com/ca/business-and-professions-code/bpc-sect-7044/

State of California Building and Professional Code 7031.5
https://law.justia.com/codes/california/code-bpc/division-3/chapter-9/article-2/section-7031-5/

State of California Building and Professional Code 7028
https://law.justia.com/codes/california/code-bpc/division-3/chapter-9/article-2/section-7028/

Town of Paradise

Administration Dysfunction

Investigation Report

The town of Paradise Administration works in an atmosphere of dysfunction and polarization.



Picture of Conference Room

June 5, 2026

Butte County Civil Grand Jury

2025 - 2026

TOWN OF PARADISE ADMINISTRATION DYSFUNCTION

The Town of Paradise Administration works in an atmosphere of dysfunction and polarization.

SUMMARY

During the Civil Grand Jury's inquiry into the Town of Paradise's operations, our interviews uncovered a workplace culture characterized by conflict and mistrust. We found that the resulting environment undermined the work of the Building Inspection and the Building Permitting Departments. As our interviews continued, we began watching live and recorded Town of Paradise Council meetings, reading town council minutes, and hearing complaints being made by the community and town staff. It became apparent that there was a diminished capacity for compromise and a lack of respect among administrative colleagues. This situation led the Civil Grand Jury to conclude that the Town of Paradise administrative staff, at all levels, had become polarized. This polarization resulted in a degraded working environment, rather than an "intentional" community with shared goals. A member of the Town's administrative staff suggested that there is no way we could overstate the seriousness of the issues. In addition, we were told that this conflict had created a culture that decreased the productivity of all staff. If there is a failure to correct these missteps, the Town of Paradise will continue to be weighed down by long-term negative impacts.

BACKGROUND

The Town of Paradise is a "General Law City", primarily governed by the California State Government Code rather than a city charter. In that capacity, its administration has published a "Town of Paradise Council Member Handbook" which discusses their duties and responsibilities. It also provides basic guidance for administering interactions with staff. Published annually, the most current handbook was passed, signed, and adopted unanimously by the Town Council on March 12, 2025, but has not, to our knowledge, been reviewed for the current year. According to the Handbook: "The *action of a Town Council Member is the public's business. Every citizen is a stakeholder entitled to be heard and to scrutinize the public and possibly the private conduct of their elected officials."* As quoted in the Handbook on Page 19, there are *"Three things that need to be carried out as council duties*: *What needs to be done, what do the people want to be done, and what in broad policy is the best way to do it."*

During our investigation, the Civil Grand Jury conducted extensive interviews with The Town of Paradise elected and appointed officials as well as administrative staff, and community stakeholders. Remarks, accusations, and information shared with us were

concerning. In the interviews references were made to profane shouting matches. There were accusations of being lied to, of favoritism, and remarks about fear for safety in the workplace and concerns about losing careers. Additionally, there was reference to lack of trust and a general consensus that the character of Paradise has changed. Signs of a breakdown of trust and comfort in the work place indicated to us that there is polarization that is creating a challenge for morale and functionality within the town. The Civil Grand Jury also interviewed independent consultants hired by the Town of Paradise. Their recommendation for the town aligned with our findings. Instead of working in a positive, productive, and intentional community there now appears to be evidence of some strain, anxiety, and distrust.

An additional issue troubling the administrative staff is the obvious usurping of the Town Manager's authority. There are strict guidelines in the Town Handbook requiring a specific chain of command that Council members have been ignoring for years, according to many interviewed staff members. This has contributed to the separation of four Town Managers in the last six years.

Interviewees told us that other staff left their position due to the complete and utter disrespect from certain Council members who insisted on directly approaching departmental staff and working around the Town Manager. This has created an impression that the administrative staff are inept at their jobs while simultaneously creating a challenging work environment.

The Paradise Municipal Code establishes the office and duties of Town Manager and states that the Town Council members shall deal with the administrative officers under the Town Manager's jurisdiction SOLELY THROUGH the TOWN MANAGER'S chain of command. A direct quote from the Town Council Handbook states: *"Any attempt by individual Council Members to short circuit the Town Manager's authority by issuing direct orders to officers or employees will cause friction in the administrative mechanism."*

In late 2025, due to increasing indications that the Town of Paradise was failing staff on multiple levels, the Paradise Town Attorney contracted with an independent expert auditor to do an investigation. The auditor wrote a report that was shared with the Town Council. We, the Civil Grand Jury, made a formal request through the Freedom of Information Act to receive a copy of the final audit. As of this date in May of 2026, we have still not received or seen a copy of the final audit. We were instead presented with a 2 ⅓ page "summary" of the audit. It is our concern that the summary may lack vital content that we feel should be made available to the entire community. The summary may also lack important recommendations regarding organizational structure that is desperately needed in both the Building Inspection Department and the Community Development Department.

After the audit was completed, the process led to the creation of the Town of Paradise 2025 Building Division Audit Corrective Action Plan (CAP). This document was a much-needed response to the town's functionality issues. The town had just hired a new Assistant Town Manager, and the job of creating the CAP fell on his shoulders. The CAP was created to be a "foundational accountability document developed in response to the 2025 independent audit of the Building Division".

Upon presentation and review of the CAP by the Town Council, certain recommendations (A3 and A4) that were specifically made by the expert auditor, and written into the CAP, were declined and not implemented. The Civil Grand Jury believes the recommendations that were declined would be an important addition to much needed departmental oversight. If the Town Council adopted A3 and A4 the result would be more evenly distributed job responsibilities.

METHODOLOGY

The Civil Grand Jury:

- Conducted no fewer than 35 interviews with administrative staff and members of the Town Council of the Town of Paradise as well as local contractors and community stakeholders;
- Obtained and reviewed the Town of Paradise "Town Council Handbook";
- Obtained and reviewed the Town of Paradise "2025 Building Division Audit Corrective Action Plan";
- Obtained and reviewed the Town of Paradise "Audit Memo dated October 13, 2025";
- Reviewed the Town of Paradise recorded and live Town Council Meetings;
- Reviewed the Town of Paradises' minutes and agenda packets;
- Obtained and reviewed numerous email communications between various community members, council members and city staff.
- Review the Town of Paradise Municipal Code.

FINDINGS

The Butte County Civil Grand Jury finds:

F1. That there is significant evidence of disrespect, distrust, and in some cases, outward fear and hostility among employees and colleagues within the Town Council and administration. This has led to challenges with morale and functionality within town governance.

F2. That the Town of Paradise Town Council failed to follow their own handbook which was approved and signed by each member. As a result, this action usurped the authority of the Town Manager and created an environment of dysfunction, distrust and a lack of proper communication and adherence to the organizational flow chart. These actions contributed to the departure of many Town Managers over a six-year period.

F3. Through interviews with various staff, required training and educational programs designated for staff development have not been carried out in a timely manner. There is no documentation of any training as required per State of California AB 1234, Ethics Training, as expanded by SB 827.

F4. The current Town of Paradise organizational chart is ambiguous and does not include the Town's Assistant Manager's position. This negatively impacts communication.

F5. That the Town of Paradise departments do not appear to have an established confidential employee feedback mechanism. This prevents useful staff feedback regarding their workplace concerns.

RECOMMENDATIONS:

The Butte County Civil Grand Jury recommends:

R1. The Town Council review and adhere to the standards of conduct outlined in Section 10 of the Town of Paradise Council Members Handbook. This should be done as a group and as an administrative staff.

R2. The Town Council update their review, passing, and adoption of the Handbook for this fiscal year and document this as an annual requirement during the next Town Council Meeting.

R3. That all elected Town Council and appointed officials be required to undergo Ethics and Fiscal Training as required by State of California AB1234 and as expanded and

subsequent to SB827 within the required 6 months. This requirement should be documented and reported within each individual's training records as required.

R4. That the Town Council develop and maintain a current organization chart for Town Administration, Community Development, and the Building Department delineating the following:

- Line of supervisorial authority;
- Reporting relationships;
- Management accountability for certification compliance and performance evaluation.

The organization chart should be approved by the Town Council and incorporated into formal administrative practices to ensure sustained clarity and accountability.

R5. The Town of Paradise establish a confidential employee feedback mechanism to allow employees to safely report concerns regarding workplace conditions without fear of retaliation.

REQUIRED RESPONSES:

The following responses are required pursuant to Penal Code sections 933 and 933.05.

From the following individual or governing body to be received by the Presiding Judge within 90 days of receipt:

- Town of Paradise Town Council: respond from F1 to F5, and R1 to R5.

INVITED RESPONSES:

From the following individual to be received by the Presiding Judge within 60 days of receipt:

- Human Resources Director: respond to F1, F3, F4 and F5 and R1, R3, R4 and R5.
- The Assistant Town Manager: respond to F1, F3, F4 and F5 and R1, R3, R4 and R5.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Links to appropriate documents:

The following are the links to associated documents listed in the above report:

The Town of Paradise 2025 Building Division Audit Corrective Action Plan (CAP)
https://www.townofparadise.com/building/page/building-division-audit-corrective-action-plan

Butte County Civil Grand Jury

2025 – 2026

Links to the 2024 – 2025 Butte County Grand Jury Report and Responses

Grand Jury Report Fiscal Year 2024-2025 (PDF)

Department Responses to Grand Jury Report

- Butte County Public Health Response to 2024-2025 Grand Jury Report (PDF)
- Butte County Water Commission Response to 2024-2025 Grand Jury Report (PDF)
- Butte County WRC Response to 2024-2025 Grand Jury Report - Palermo Needs Clean Water (PDF)
- Butte County WRC Response to 2024-2025 Grand Jury Report - Ditches, Disease, and Delay (PDF)
- Butte County Public Works Response to 2024-2025 Grand Jury Report (PDF)
- Butte County Board of Supervisors Response to the 2024-2025 Grand Jury Report (PDF)

Other Responses

- City of Biggs Response to 2024-2025 Grand Jury Report (PDF)
- City of Biggs Second Response to 2024-2025 Grand Jury Report (PDF)
- Wyandotte Creek Groundwater Sustainability Agency Response to 2024-2025 Grand Jury Report (PDF)

These links were current and accurate at the date of publication.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

RE: **ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 3, 4, 6-8**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2026/27.

DISCUSSION

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

Zone Number	Zone Name
Zone 1	Linkside Place, Phase 1
Zone 2	Foothill Estates
Zone 3	Mission Olive Ranch
Zone 4	Vista Del Oro
Zone 6	Martin Ranch
Zone 7	Jake Richter Estates
Zone 8	Acacia Estates

Pursuant to the Benefit Assessment Act of 1982, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 21, 2026 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments to incorporate any

surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CBAD.
The City Council will consider the following items for the CBAD:

1. Preliminarily approve the Annual Assessment Report and the proposed levy and collection of assessments for the CBAD for Fiscal Year 2026/27.

2. Direct Staff to make any changes or amendments to the Annual Assessment Report as necessary.

3. Approve the Resolution of Intent which sets the date for a public hearing for the August 4, 2026 City Council Meeting. At that time, the City Council will conduct a public hearing on these matters and may confirm the Annual Levy Report and Assessments.

FISCAL IMPACT

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

ACTION(S) REQUESTED -

1. **ADOPT RESOLUTION NO. 9473 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND**

2. **AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT. IT IS PROPOSED THAT THERE BE NO ASSESSMENTS CHARGED TO PROPERTIES WITHIN THE CBAD FOR FISCAL YEAR 2026/27 DUE TO A MINIMAL AMOUNT OF EXPENDITURES THROUGH THE PREVIOUS YEAR.**

ATTACHMENTS

Resolution No. 9473
2026/27 Assessment Summary from the CBAD Annual Assessment Report.

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

CITY OF OROVILLE
RESOLUTION NO. 9473

A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8, FOR FISCAL YEAR 2026/27

WHEREAS, the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the "Benefit Assessment Act of 1982" (the "1982 Act"), Part 1, Division 2, Title 5 of the California Government Code (commencing with Section 54703). Said special maintenance district is known and designated as "The Oroville Consolidated Benefit Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

ZONE NUMBER AND NAME
Zone 1 – Linkside Place
Zone 2 – Foothill Estates
Zone 3 – Mission Olive Ranch
Zone 4 – Vista Del Oro
Zone 6 – Martin Ranch
Zone 7 – Jake Richter Estates
Zone 8 – Acacia Estates

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the "Report") for the District in accordance with the 1982 Act; and,

WHEREAS, the City Council hereby orders Harris & Associates to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2026 and ending June 30, 2027 in accordance with *Section 54716* of the 1982 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel. The annual assessment amount for each Zone is **$0.00 per parcel**.

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, there has now been presented to this City Council the Report as required by the 1982 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

NOW, THEREFORE, the Oroville City Council does resolve as follows:

Section 1 That the above recitals are true and correct.

Section 2 Proposed Improvements: The improvements within the District may include, but are not limited to: drainage control, flood control and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

Section 3 Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1982 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.

Section 4 Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Article 4, Section 54718 of the 1982 Act.

Section 5 Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.

Section 6 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday August 4, 2026 at 5:00 p.m.** at the City Council Chambers, located at 1735 Montgomery Street, Oroville.

Section 7 The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

CBAD FISCAL YEAR 2026-27 ASSESSMENT SUMMARY

Zone Name	Total Assessable Unit	Total Assessable Cost	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Linkside Place, Phase 1	65	$0.00	$462.11	$0.00
Zone 2 – Foothill Estates	25	$0.00	$537.54	$0.00
Zone 3 – Mission Olive Ranch	19	$0.00	$468.39	$0.00
Zone 4 – Vista Del Oro	92	$0.00	$377.25	$0.00
Zone 5 – Calle Vista Estates, Unit 2	44	$0.00	$279.14	$0.00
Zone 6 – Martin Ranch	0	$0.00	$0.00	$0.00
Zone 7 – Jake Richter	8	$0.00	$399.48	$0.00
Zone 8 – Acacia Estates	20	$0.00	$278.68	$0.00
Zone 9 – Ruddy Creek	97	$0.00	$134.98	$0.00
TOTALS:	**370**	**$0.00**		

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

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

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2026/27.

DISCUSSION

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

Zone Number	Zone Name
Zone 5	Calle Vista Estates, Unit 2
Zone 9	Ruddy Creek

Pursuant to the Benefit Assessment Act of 1982, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 21, 2026 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CBAD.

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

1. Preliminarily approve the Annual Assessment Report and the proposed levy and collection of assessments for the CBAD for Fiscal Year 2026/27.

2. Direct Staff to make any changes or amendments to the Annual Assessment Report as necessary.

3. Approve the Resolution of Intent which sets the date for a public hearing for the August 4, 2026 City Council Meeting. At that time, the City Council will conduct a public hearing on these matters and may confirm the Annual Levy Report and Assessments.

FISCAL IMPACT

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

ACTION REQUESTED -

1. **ADOPT RESOLUTION NO. 9474 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND**

2. **AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT. IT IS PROPOSED THAT THERE BE NO ASSESSMENTS CHARGED TO PROPERTIES WITHIN THE CBAD FOR FISCAL YEAR 2026/27 DUE TO A MINIMAL AMOUNT OF EXPENDITURES THROUGH THE PREVIOUS YEAR.**

ATTACHMENTS

Resolution No. 9474
2026/27 Assessment Summary from the CBAD Annual Assessment Report.

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

CITY OF OROVILLE
RESOLUTION NO. 9474

A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9, FOR FISCAL YEAR 2026/27

WHEREAS, the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the "Benefit Assessment Act of 1982" (the "1982 Act"), Part 1, Division 2, Title 5 of the California Government Code (commencing with Section 54703). Said special maintenance district is known and designated as "The Oroville Consolidated Benefit Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

ZONE NUMBER AND NAME
Zone 5 – Calle Vista
Zone 9 – Ruddy Creek

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the "Report") for the District in accordance with the 1982 Act; and,

WHEREAS, the City Council hereby orders Harris & Associates to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2026 and ending June 30, 2027 in accordance with *Section 54716* of the 1982 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel. The annual assessment amount for each Zone is **$0.00 per parcel**.

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, there has now been presented to this City Council the Report as required by the 1982 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

NOW, THEREFORE, the Oroville City Council does resolve as follows:

Section 1 That the above recitals are true and correct.

Section 2 Proposed Improvements: The improvements within the District may include, but are not limited to: drainage control, flood control and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

Section 3 Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1982 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.

Section 4 Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Article 4, Section 54718 of the 1982 Act.

Section 5 Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.

Section 6 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday August 4, 2026, at 5:00 p.m.** at the City Council Chambers, located at 1735 Montgomery Street, Oroville.

Section 7 The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

CBAD FISCAL YEAR 2026-27 ASSESSMENT SUMMARY

Zone Name	Total Assessable Unit	Total Assessable Cost	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Linkside Place, Phase 1	65	$0.00	$462.11	$0.00
Zone 2 – Foothill Estates	25	$0.00	$537.54	$0.00
Zone 3 – Mission Olive Ranch	19	$0.00	$468.39	$0.00
Zone 4 – Vista Del Oro	92	$0.00	$377.25	$0.00
Zone 5 – Calle Vista Estates, Unit 2	44	$0.00	$279.14	$0.00
Zone 6 – Martin Ranch	0	$0.00	$0.00	$0.00
Zone 7 – Jake Richter	8	$0.00	$399.48	$0.00
Zone 8 – Acacia Estates	20	$0.00	$278.68	$0.00
Zone 9 – Ruddy Creek	97	$0.00	$134.98	$0.00
TOTALS:	**370**	**$0.00**		

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

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

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2026/27.

DISCUSSION

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

ZONE
Zone 1 – Grandview Estates
Zone 4 – Calle Vista 1
Zone 6 – Sherwood
Zone 13 – Calle Vista 2
Zone 16 – Acacia Estates
Zone 18 – Ruddy Creek

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared

and filed with the City Clerk prior to the July 21, 2026 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

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

1. Preliminarily approve the Annual Assessment Report and the proposed levy and collection of assessments for the CLLMAD for Fiscal Year 2026/27.

2. Direct Staff to make any changes or amendments to the report as necessary.

3. Approve the Resolution of Intent which sets the date for a public hearing for the August 4, 2026 City Council Meeting. At that time, the City Council will conduct a public hearing on these matters and may confirm the Annual Levy Report and Assessments.

FISCAL IMPACT

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

ACTION(S) REQUESTED -

1. **ADOPT RESOLUTION NO. 9475 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND**

2. **AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT.**

ATTACHMENTS

Resolution No. 9475
2026/27 Assessment Summary from the CLLMAD Annual Assessment Report.

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

CITY OF OROVILLE
RESOLUTION NO. 9475

A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 1, 4, 6, 13, 16, 18, FOR FISCAL YEAR 2026/27

WHEREAS, the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is known and designated as "The Oroville Consolidated Landscape and Lighting Maintenance Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

ZONE
Zone 1 – Grandview Estates
Zone 4 – Calle Vista 1
Zone 6 – Sherwood
Zone 13 – Calle Vista 2
Zone 16 – Acacia Estates
Zone 18 – Ruddy Creek

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the "Report") for the District in accordance with the 1972 Act; and,

WHEREAS, the City Council hereby orders Harris & Associates to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2026 and ending June 30, 2027 in accordance with *Chapter 3, Section 22622* of the 1972 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel.

For Zone 1, Annual Consolidated LLMAD Maintenance Fee $140.22 Per Parcel
For Zone 4, Annual Consolidated LLMAD Maintenance Fee $76.10 Per Parcel
For Zone 6, Annual Consolidated LLMAD Maintenance Fee $42.00 Per Parcel
For Zone 13, Annual Consolidated LLMAD Maintenance Fee $110.16 Per Parcel
For Zone 16, Annual Consolidated LLMAD Maintenance Fee $0.00 Per Parcel
For Zone 18, Annual Consolidated LLMAD Maintenance Fee $0.00 Per Parcel

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, there has now been presented to this City Council the Report as required by the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

NOW, THEREFORE, the Oroville City Council does resolve as follows:

Section 1 That the above recitals are true and correct.

Section 2 Proposed Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

Section 3 Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1972 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.

Section 4 Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Chapter 3, Section 22626 of the 1972 Act.

Section 5 Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.

Section 6 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday August 4, 2026 at 5:00 p.m**. at the City Council Chambers, located at 1735 Montgomery Street, Oroville.

Section 7 The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

CLLMAD FISCAL YEAR 2026-27 ASSESSMENT SUMMARY

Zone Name	Total Assessable Parcels/Units	Total Assessment	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Grandview Estates	21	$2,944.62	$212.08	$140.22
Zone 2 – The Buttes	58	$7,131.68	$122.96	$122.96
Zone 3 – Deer Creek Estates, Phase 1	72	$2,168.64	$30.12	$30.12
Zone 4 – Calle Vista Estates, Phase 1	70	$5,327.00	$76.11	$76.10
Zone 5 – Cherokee Estates, Phase 1	12	$948.96	$79.08	$79.08
Zone 6 – Sherwood Estates, 1 & 2	49	$2,058.00	$42.00	$42.00
Zone 7 – Grayhawk	30	$5,928.60	$197.63	$197.62
Zone 8 – Cherokee Estates, Phase 2	20	$3,800.40	$585.22	$190.02
Zone 9 – Linkside Place, Phase 1	65	$4,225.00	$608.94	$65.00
Zone 10 – Foothill Estates	25	$2,750.00	$902.00	$110.00
Zone 11 – Mission Olive Ranch	19	$7,715.90	$676.76	$406.10
Zone 12 – Vista Del Oro	92	$24,446.24	$265.72	$265.72
Zone 13 – Calle Vista Estates, Unit 2	44	$4,847.04	$369.96	$110.16
Zone 14 – Martin Ranch	0	$0.00	$0.00	$0.00
Zone 15 – Jake Richter	8	$3,084.96	$395.17	$385.62
Zone 16 – Feather River Bluffs	121	$0.00	$67.40	$0.00
Zone 17 – Acacia Estates	20	$0.00	$127.47	$0.00
Zone 18 – Ruddy Creek	97	$0.00	$170.14	$0.00
TOTALS:	**823**	**$77,377.04**		

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

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

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2026/27.

DISCUSSION

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

ZONE	ZONE
Zone 2 – The Buttes	Zone 10 – Foothill Estates
Zone 3 – Deer Creek Estates, Phase 1	Zone 11 – Mission Olive Ranch
Zone 5 – Cherokee Estates, Phase 1	Zone 12 – Vista Del Oro
Zone 7 – Grayhawk	Zone 14 – Martin Ranch
Zone 8 – Cherokee Estates, Phase 2	Zone 15 – Jake Richter Estates
Zone 9 – Linkside	Zone 17 – Feather River Bluffs

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared

and filed with the City Clerk prior to the July 21, 2026 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

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

1. Preliminarily approve the Annual Assessment Report and the proposed levy and collection of assessments for the CLLMAD for Fiscal Year 2026/27.

2. Direct Staff to make any changes or amendments to the report as necessary.

3. Approve the Resolution of Intent which sets the date for a public hearing for the August 4, 2026 City Council Meeting. At that time, the City Council will conduct a public hearing on these matters and may confirm the Annual Levy Report and Assessments.

FISCAL IMPACT

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

ACTION(S) REQUESTED -

1. **ADOPT RESOLUTION NO. 9476 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND**

2. **AUTHORIZE ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT.**

ATTACHMENTS

Resolution No. 9476
2026/27 Assessment Summary from the CLLMAD Annual Assessment Report.

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

CITY OF OROVILLE
RESOLUTION NO. 9476

A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 2, 3, 5, 7-12, 14, 15, 17 FOR FISCAL YEAR 2026/27

WHEREAS, the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is known and designated as "The Oroville Consolidated Landscape and Lighting Maintenance Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

ZONE	ZONE
Zone 2 – The Buttes	Zone 10 – Foothill Estates
Zone 3 – Deer Creek Estates, Phase 1	Zone 11 – Mission Olive Ranch
Zone 5 – Cherokee Estates, Phase 1	Zone 12 – Vista Del Oro
Zone 7 – Grayhawk	Zone 14 – Martin Ranch
Zone 8 – Cherokee Estates, Phase 2	Zone 15 – Jake Richter Estates
Zone 9 – Linkside	Zone 17 – Feather River Bluffs

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the "Report") for the District in accordance with the 1972 Act; and,

WHEREAS, the City Council hereby orders Harris & Associates to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2026 and ending June 30, 2027 in accordance with *Chapter 3, Section 22622* of the 1972 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel.

For Zone 2, Annual Consolidated LLMAD Maintenance Fee $122.96 Per Parcel
For Zone 3, Annual Consolidated LLMAD Maintenance Fee $30.12 Per Parcel
For Zone 5, Annual Consolidated LLMAD Maintenance Fee $79.08 Per Parcel
For Zone 7, Annual Consolidated LLMAD Maintenance Fee $197.62 Per Parcel
For Zone 8, Annual Consolidated LLMAD Maintenance Fee $190.02 Per Parcel
For Zone 9, Annual Consolidated LLMAD Maintenance Fee $65.00 Per Parcel
For Zone 10, Annual Consolidated LLMAD Maintenance Fee $110.00 Per Parcel
For Zone 11, Annual Consolidated LLMAD Maintenance Fee $406.10 Per Parcel

For Zone 12, Annual Consolidated LLMAD Maintenance Fee $265.72 Per Parcel
For Zone 14, Annual Consolidated LLMAD Maintenance Fee $0.00 Per Parcel
For Zone 15, Annual Consolidated LLMAD Maintenance Fee $385.62 Per Parcel
For Zone 17, Annual Consolidated LLMAD Maintenance Fee $0.00 Per Parcel

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, there has now been presented to this City Council the Report as required by the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

NOW, THEREFORE, the Oroville City Council does resolve as follows:

Section 1 That the above recitals are true and correct.

Section 2 Proposed Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

Section 3 Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1972 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.

Section 4 Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Chapter 3, Section 22626 of the 1972 Act.

Section 5 Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a

description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.

Section 6 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday August 4, 2026 at 5:00 p.m**. at the City Council Chambers, located at 1735 Montgomery Street, Oroville.

Section 7 The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

CLLMAD FISCAL YEAR 2026-27 ASSESSMENT SUMMARY

Zone Name	Total Assessable Parcels/Units	Total Assessment	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Grandview Estates	21	$2,944.62	$212.08	$140.22
Zone 2 – The Buttes	58	$7,131.68	$122.96	$122.96
Zone 3 – Deer Creek Estates, Phase 1	72	$2,168.64	$30.12	$30.12
Zone 4 – Calle Vista Estates, Phase 1	70	$5,327.00	$76.11	$76.10
Zone 5 – Cherokee Estates, Phase 1	12	$948.96	$79.08	$79.08
Zone 6 – Sherwood Estates, 1 & 2	49	$2,058.00	$42.00	$42.00
Zone 7 – Grayhawk	30	$5,928.60	$197.63	$197.62
Zone 8 – Cherokee Estates, Phase 2	20	$3,800.40	$585.22	$190.02
Zone 9 – Linkside Place, Phase 1	65	$4,225.00	$608.94	$65.00
Zone 10 – Foothill Estates	25	$2,750.00	$902.00	$110.00
Zone 11 – Mission Olive Ranch	19	$7,715.90	$676.76	$406.10
Zone 12 – Vista Del Oro	92	$24,446.24	$265.72	$265.72
Zone 13 – Calle Vista Estates, Unit 2	44	$4,847.04	$369.96	$110.16
Zone 14 – Martin Ranch	0	$0.00	$0.00	$0.00
Zone 15 – Jake Richter	8	$3,084.96	$395.17	$385.62
Zone 16 – Feather River Bluffs	121	$0.00	$67.40	$0.00
Zone 17 – Acacia Estates	20	$0.00	$127.47	$0.00
Zone 18 – Ruddy Creek	97	$0.00	$170.14	$0.00
TOTALS:	**823**	**$77,377.04**		

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR - ADMINISTRATIVE SERVICES**

RE: **UPDATE OF USER AND REGULATORY FEES**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall conduct a public hearing and may consider the adoption of the attached resolution updating and establishing user and regulatory fees.

DISCUSSION

The City completed a comprehensive study in February 2023 to identify the cost of providing various user and regulatory fee-related services. As part of the study, a consolidated schedule of fees was prepared and adopted by the City Council.

The resolution adopting the current fee schedule directed that fees shall be increased annually, each July 1, based on the annual change in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward, CA (CPI), not to exceed five percent (5%) per year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule for that year unless an adjustment is made to cost recovery levels or fee study findings indicate that an adjustment is appropriate. The fee schedule proposed for adoption reflects the 2.18% annual change in CPI. In addition, it includes new fees associated with:

Life Safety Inspections for Businesses
Burn Permit changes (online vs. in person)
Non-Emergency Responses
False Alarm Responses
Modifications to park fees associated with Hewitt Part

Environmental Impact
Adoption of updated costs and charges is not considered a project as defined by the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other CEQA action is required.

Effective Date
In order to comply with California Government Code Section 66017, which outlines procedures for adopting fees, any new or increased fees adjusted based on the annual percentage change in the CPI will be effective upon adoption. Fees that are new, or that are proposed to increase by an amount that is greater than the annual percent change in CPI, and that are also development related, will be effective on September 7, 2026, 60 days after adoption.

FISCAL IMPACT

Any enhanced cost recovery is intended to “offset” the costs of existing services being provided by the City. Recovering these costs from service recipients will free up critical General Fund resources to be used for services and activities available to all Oroville residents and businesses, such as public safety, public works, and parks maintenance services.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9477 ADJUSTING AND ESTABLISHING USER AND REGULATORY FEES.

ATTACHMENTS

A. Resolution No. 9477
B. Illustration of Current and Proposed Fees
C. Cost of Service for New or Increased Fees
D. Public Hearing Notice

CITY OF OROVILLE
RESOLUTION NO. 9477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING AN UPDATED SCHEDULE OF USER AND REGULATORY FEES.

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, in 2023 the City completed a study to identify the cost of providing various user and regulatory fee-related services; and

WHEREAS, the study examined fee-related services provided by the City, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City Council finds that providing these services is of special benefit to applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these services from applicants who have sought or require the City's services by revising its schedule of fees; and

WHEREAS, the City Council hereby finds that the study provides adequate evidence to conclude that the revised fees do not exceed the reasonable costs to provide the services for which the fees are charged; and

WHEREAS, the City Council desires that annually the City Manager may increase various fees based on the annual percentage change in the all-urban Consumer Price Index for the San Francisco-Oakland-Hayward Area (CPI), not to exceed five percent (5%) per year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year; and

WHEREAS, in adopting this Resolution, the City Council is taking action only on those fees for the services, programs or products set forth in Exhibit “A” which have been modified from prior resolutions of the City Council. The remaining fees that have not been modified from prior resolutions shall remain in full force and effect.

WHEREAS, prior to adopting adjustments to fees, the City Council shall have the opportunity to review and consider said adjustments.

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

Section 1. Each WHEREAS paragraph, set forth above, is hereby adopted as a specific finding of this City Council.

Section 2. The City Council hereby adopts the schedule of fees as set forth in attached Exhibit "A" and incorporated by this reference.

Section 3. Annually on July 1, commencing July 1, 2024, various fees in the fee schedule may be updated based on the prior year annual change in the CPI, not to exceed 5%. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year.

Section 4. Any fees adjusted based on the annual percentage change in the CPI shall go into effect upon adoption.

Section 5. Any fees that are new or being increased beyond the annual change in CPI that are development related, shall go into effect 60 days after adoption.

Section 6. 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 July 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

David Pittman, Mayor

APPROVED AS TO FORM:

_____

Scott E. Huber, City Attorney

ATTEST:

_____

Kayla Reaster, Assistant City Clerk

Exhibit A

Illustration of Proposed Fee Changes

City of Oroville
Illustration of Proposed Fee Changes

Fee Type	Page
BUILDING FEES	3
CODE COMPLIANCE FEES	9
CODE COMPLIANCE / ADMINISTRATIVE CITATIONS	10
FIRE DEPARTMENT FEES	11
PLANNING FEES	19
SHORT TERM VACATION RENTAL PERMIT FEES	22
LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES	23
POLICE FEES	27
CULTURAL FACILITIES ADMISSION FEES	28
PARK USE RENTAL FEES	30
INFLATIONARY ADJUSTMENT CALCULATION	34
CALCULATIONS	35

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Minimum Permit Fee (When One Inspection is Required)	$177	$181	$4			Y
2	Minimum Permit Fee (When Two Inspections are Required)	$354	$361	$8			Y
3	Standard Hourly Rate	$177	$181	$4			Y
4	Technology Cost Recovery Fee (to be charged at each permit application and issuance)	6% of plan review and permit fee	6% of plan review and permit fee				N
5	Strong Motion Instrumentation Program (SMIP) Fee						
	a) Residential	Valuation x .00013	Valuation x .00013				N
	b) Commercial	Valuation x .00028	Valuation x .00028				N
6	Green Building Fee	$1 per $25,000 of Permit Valuation	$1 per $25,000 of Permit Valuation				N
	Fire Project Review and Inspection Fees						
7	Administrative Fee	$177	$181	$4		[a]	Y
8	Burn Permit Fee	$10	$10	$0			N
9	Fire Works Permit Administrative Fee	$332	$332	$0		[b]	N
	Miscellaneous Department Fees						
10	Business License Occupancy Inspection Fee (minimum 1 hour)	$177	$181	$4	per hour		Y
11	Business License Occupancy Submittal/Processing Fee (minimum ½ hour)	$88	$90	$2	per 1/2 hour		Y
12	First Time Homebuyer's Inspection Fee (minimum 1 hour)	$177	$181	$4	per hour		Y
13	Re-inspection fee for Business License Occupancy or First Time Homebuyer's Inspection (minimum 1 hour)	$177	$181	$4	per hour		Y
14	Encroachment Permit Administrative Processing Fee	$32	$33	$1			Y
15	Addressing (new or re-addressing), per hour (minimum ½ hour)	$88	$90	$2	per 1/2 hour		Y
16	Temporary Certificate of Occupancy	$354	$361	$8			Y
17	Certificate of Occupancy Document	$21	$22	$0			Y
18	Plan review fee (minimum ½ hour)	$88	$90	$2	per 1/2 hour		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
19	Geotechnical Review Fee (minimum 1 hour)	$177	$181	$4	per hour		Y
20	Site Inspection (minimum 1 hour)	$177	$181	$4	per hour		Y
21	Requested Special Inspection per hour or fraction thereof (minimum 1 hour)	$177	$181	$4	per hour		Y
22	Alternative Methods and Materials Review per hour (minimum 1 hour)	$177	$181	$4	per hour		Y
23	Photocopy of Documents Fees						
	a) 8.5" x 11"	$0.25	$0.25	$0	per sheet		N
	b) 11" x 17"	$1.10	$1.10	$0	per sheet		N
	c) 18" x 26"	$1.15	$1.15	$0	per sheet		N
	d) 24" x 36"	$1.25	$1.25	$0	per sheet		N
	e) 24" x 42" and larger	$1.30	$1.30	$0	per sheet		N
24	Specialized reviews and requests	Actual Cost	Actual Cost				N
25	Certified Access Specialist Program (CASp)						
	a) Inspection per hour (minimum 1 hour)	$177	$181	$4	per hour		Y
	b) Inspection report per hour (minimum ½ hour)	$88	$90	$2	per 1/2 hour		Y
	c) Certificate	$107	$109	$2			Y
26	Demolition						
	a) Per building	$177	$181	$4			Y
	b) Per building if a structure pre-measure is requested	$354	$361	$8			Y
27	Residential swimming pool, spa, or hot tub						
	a) Plan review (minimum 1 hour)	$177	$181	$4	per hour		Y
	b) Permit	$884	$903	$19			Y
28	Residential swimming pool addition or remodel permit	$531	$542	$12			Y
29	Residential spa or hot tub permit (self-contained above ground)	$354	$361	$8			Y
30	Commercial swimming pool or spa permit	Based on Valuation	Based on Valuation				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
31	Re-Roof Permit						
	a) Residential	$354	$361	$8			Y
	b) Residential multifamily (per building)	$354	$361	$8			Y
	c) Commercial	$531	$542	$12			Y
32	Window installation or replacement permit (rough frame, and final						
	a) Retrofit windows	$177	$181	$4			Y
	b) New construction windows (flashing, minor siding replacement, etc.)	$354	$361	$8			Y
	c) Residential or commercial building move (site, foundation, electrical, plumbing, mechanical, and final inspection); additional fees may apply	Based on Valuation	Based on Valuation				N
	Patio Covers, Decks, and Trellises						
33	Plan Review (minimum 1 hour)	$177	$181	$4	per hour		Y
34	Up to 500 sq.ft. (wood or metal construction)	$531	$542	$12			Y
35	Enclosed up to 500 sq.ft. (wood or metal construction)	$707	$723	$15			Y
36	In excess of 500 sq.ft. (covered or enclosed) additional fee per 100 sq.ft. or fraction thereof	$177	$181	$4			Y
37	Deck or Trellis (per structure)	$354	$361	$8			Y
	Signs						
38	Plan Review, (wall and/or roof mounted) (minimum 1 hour)	$177	$181	$4	per hour		Y
39	Plan Review (freestanding) (minimum 1 hour)	Based on Valuation	Based on Valuation				N
40	Additional electrical permit fee for illuminated signs (minimum 1 hour)	$177	$181	$4	per hour		Y
41	Signs - 0-100 square feet	$354	$361	$8			Y
42	Signs - Over 100 square feet	$531	$542	$12			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Cellular Tower						
43	Plan Review, (minimum 1 hour)	Based on Valuation	Based on Valuation				N
44	Free standing monopole	$884	$903	$19			Y
45	Co-location	$707	$723	$15			Y
46	Equipment Container	$354	$361	$8			Y
	Manufactured Buildings						
47	Application Fee	$32	$33	$1			Y
48	Plan Review (minimum 1 hour)	$177	$181	$4	per hour		Y
49	Installation with Standard Plan Approval (SPA)	$707	$723	$15			Y
50	Non-Standard Plan Approval (SPA), engineered foundation system	Based on Valuation	Based on Valuation				N
51	Electrical	$177	$181	$4			Y
52	Plumbing	$177	$181	$4			Y
53	Mechanical	$177	$181	$4			Y
54	Commercial Coach set-up and installation	Based on Valuation	Based on Valuation				N
55	California State 433A & 433B processing fee (per building section)	$23	$23	$0			Y
56	Master Plan Fee	$354	$361	$8			Y
	Electrical Service and/or Sub-Panel Installation						
57	Up to 325 amperes	$177	$181	$4			Y
58	325 to 1,000 amperes	$354	$361	$8			Y
59	Over 1,000 amperes	$354	$361	$8			Y
60	Plan Review fee (when required) (minimum 1 hour)	$177	$181	$4	per hour		Y
61	Temporary power pole/service	$354	$361	$8			Y
62	Residential backup generator	$354	$361	$8			Y
63	Commercial backup generator	$531	$542	$12			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Photovoltaic (PV-Solar) & Alternative Energy Systems						
64	Photovoltaic & Alternative Energy Systems Plan Review						
	a) Residential	$177	$181	$4			Y
	b) Commercial (minimum 1 hour)	Based on Valuation	Based on Valuation				N
65	Residential roof mount; PV panels and equipment only	$354	$361	$8			Y
66	Residential ground mount; PV panels and equipment only (minimum 2 hours)	Based on Valuation	Based on Valuation				N
67	Commercial roof mount; PV panels and equipment only (per each separate array)	$531	$542	$12			Y
68	Commercial ground mount; PV panels and equipment only (minimum 3 hours)	Based on Valuation	Based on Valuation				N
69	Alternative Energy Producing System (wind turbine, methane gas conversion, bio-fuels, etc.) (per valuation table)	Based on Valuation	Based on Valuation				N
70	Residential or Commercial Ground Mount Foundation Plan Review	Based on Valuation	Based on Valuation				N
71	Residential or not of Commercial Ground Mount Foundation	Based on Valuation	Based on Valuation				N
	Miscellaneous Plumbing						
72	Water heater installation/replacement	$177	$181	$4			Y
73	Water softener or reverse osmosis installation/replacement	$177	$181	$4			Y
74	Temporary gas release (prior to final inspection) (minimum 1 inspection)	$177	$181	$4			Y
75	Above ground propane tank installation/replacement	$354	$361	$8			Y
76	In-ground propane tank installation/replacement	$531	$542	$12			Y
	Miscellaneous Mechanical						
77	Residential HVAC furnace, A/C condenser, and/or ductwork	$177	$181	$4			Y
78	Commercial HVAC furnace, A/C condenser, and/or ductwork	$354	$361	$8			Y
79	Prefabricated or metal fireplace (Listed by a recognized agency; EPA phase II approved)	$354	$361	$8			Y
80	Masonry with gas fireplace insert (EPA phase II approved)	$354	$361	$8			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Guidelines for determining the valuation of common projects per type of structure shall be based on the actual work valuation but no less than the latest International Code Council based square footage tables.						
	Miscellaneous Administration Fees						
81	Deferred Submittal Request (subject to approval by the Building Official)	$177	$181	$4			Y
82	Permit Extension Request (subject to approval by the Building Official)	$177	$181	$4			Y
83	Plan Review Extension Request (subject to approval by the Building Official)	$177	$181	$4			Y
84	Re-instate expired permit – ½ of the cost of original permit if permit is older than 24 months; excludes school, fire, and FSA, etc. fees) – (subject to approval by the Building Official)	1/2 the cost of original permit fees	1/2 the cost of original permit fees				N

[a] Fee for all fire review submittals (sprinklers, commercial kitchen hood extinguishing systems, fire alarm systems, etc.) (minimum 1/2 hour).

[b] Applies if processed/issued by the Development Services Department (minimum 2 hours).

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	BUILDING PERMIT FEES						
	Total Valuation						
	$1 - $500	$24	$24	$0			N
	$501 - $2,000	$24	$24	$0			N
	$2,001 - $40,000	$69	$69	$0			N
	$40,001 - $100,000	$487	$487	$0			N
	$100,001 - $500,000	$1,027	$1,027	$0			N
	$500,001 - $1,000,000	$3,827	$3,827	$0			N
	$1,000,001 - $5,000,000	$6,327	$6,327	$0			N
	$5,000,001 and up	$18,327	$18,327	$0			N
	Other Inspections and Fees						
1	Inspections outside normal business hours (minimum 2 hours)	$212	$217	$5	per hour		Y
2	Re-inspection fees assessed under the provisions of Section 6-1.7; 110.7 of the Oroville City Ordinance 1767.	$177	$181	$4	per hour		Y
3	Inspection for which no fee is specifically indicated (minimum 1 hour)	$177	$181	$4	per hour		Y
4	Additional plan review required due to changes, additions, or revisions to plans (minimum ½ hour)	$88	$90	$2	per half hour		Y
5	For use of outside consultants for plan review and inspections, or both	Actual Cost	Actual Cost			[a]	N
6	Plan Review: When a plan or other data is required to be submitted for review, the plan review fee for each building, structure, utility, etc.	65% of Building Permit Fee	65% of Building Permit Fee			[b]	N
7	Plan Review - Master Plan					[b][c]	
	a) Plan Review for Initial Review of Master Plan	65% of Building Permit Fee	65% of Building Permit Fee			[b][c]	N
	b) Plan Review for Each Building Permit that Utilizes an Approved Master Plan	$177	$181	$4		[b][c]	Y
8	Disabled Access Review: For the review of California Code of Regulation Title 24 requirements for accessibility for the physically disabled	$177	$181	$4	per hour		Y
9	Energy Conservation Review: For review of California Code of Regulations Title 24 requirements for energy conservation	10% of Building Permit Fee	10% of Building Permit Fee				N
10	Green Building Standards Review: For review of California Code of Regulations Title 24 requirements for green building standards	15% of Building Permit Fee	15% of Building Permit Fee				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust

[a] Actual costs include the actual invoice amounts from the third party, as well as city administrative costs (e.g., staff and administrative billable rates).

[b] Fee covers up to three reviews. Each additional review will be billed at hourly rate.

[c] For all project master plans, full plan review will be charged for the initial review of all master plans. For each building permit that utilizes an approved master plan, a one hour plan review fee will be charged on each permit.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CODE COMPLIANCE FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Re-inspection Fee	$164	$168	$4			Y
2	Extension Request / Administrative Fee	$82	$84	$2			Y
3	Multi-Family Inspection Program Fee (per dwelling unit)	$41	$42	$1			Y
4	Preliminary Title Search Fee (Litigation Guarantee)						
	a) Administrative Fee	$123	$126	$3			Y
	b) Title Search Company Cost	Actual Cost	Actual Cost				N
5	Property Lien Processing Fee (per property) (1 hour)	$164	$168	$4			Y
6	Property Posting Fee	$164	$168	$4			Y
7	Vacant Building Monitoring Ordinance Fee (Annual)	$492	$503	$11			Y
8	Vehicle Abatement	$205	$210	$4			Y
9	Specialized Services Including, but not limited to, Attorney and Abatement Services	Actual Cost	Actual Cost				N
10	Miscellaneous Administrative Code Enforcement Fee (when not listed specifically above) (based on hourly rate; minimum ½ hour)	$82	$84	$2	per half hour		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CODE COMPLIANCE / ADMINISTRATIVE CITATIONS

	Description	Current Citation Amount	Current 30-Day Penalty	Proposed Citation Amount	Proposed 30-Day Penalty	Citation Amount Change	30-Day Penalty Change	Note	Yearly Adjust
1	First Citation	$100	$100	$100	$100	$0	$0		N
2	Second Citation	$200	$200	$200	$200	$0	$0		N
3	Third Citation	$500	$500	$500	$500	$0	$0		N
4	Fourth Citation	$1,000	$1,000	$1,000	$1,000	$0	$0		N
5	Each Additional Citation	$1,000	$1,000	$1,000	$1,000	$0	$0		N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Construction						
1	Civil Plans						
	a) Design Review	$765	$782	$17			Y
2	Fire & life safety for building compliance						
	a) Plan Review	20% of building plan check fee	20% of building plan check fee				N
	b) Inspection	$585	$598	$13			Y
	Fire Protection Systems						
3	Kitchen hood system plan review and inspection						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y
4	**Underground Fire lines plan review and inspection**						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$495	$506	$11			Y
	New construction sprinkler system plan review inspection						
5	1 - 200 sprinklers						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$495	$506	$11			Y
6	201+ sprinklers						
	a) Plan Review	$675	$690	$15			Y
	b) Inspection	$675	$690	$15			Y
	i) Add 1/2 hour per each floor over ground floor	$90	$92	$2			Y
	ii) Add 1/2 hour per each fire sprinkler riser	$90	$92	$2			Y
	Tenant improvement sprinkler system plan review and inspection						
7	1 - 50 sprinklers						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
8	51+ sprinklers						
	a) Plan Review	$585	$598	$13			Y
	b) Inspection	$495	$506	$11			Y
	Residential SFD and Duplex fire sprinkler system, fire alarm system plan review and inspection						
9	Residential SFD and Duplex fire sprinkler system plan review and inspection						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y
10	Fire alarm system plan review						
	a) Plan Review	$585	$598	$13			Y
	b) Inspection	$405	$414	$9			Y
11	Compressed gas systems						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y
12	High-pile storage						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y
13	Paint and spray booth						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y
14	Temporary Structures, Tents, Canopies						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y
15	Above ground tank installation						
	a) Plan Review	$405	$414	$9			Y
	b) Inspection	$315	$322	$7			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
16 Below ground tank installation/removal						
a) Plan Review	$405	$414	$9			Y
b) Inspection	$315	$322	$7			Y
17 Technical reports/alternate material request	$540	$552	$12			Y
18 Special plan review (expedite) (per hour)	$270	$276	$6			Y
19 Re-inspection fees	$180	$184	$4			Y
20 Aerosol products exceeding 500 lbs. Manufacturing or packaging only	$270	$276	$6			Y
21 Amusement buildings Haunted Houses and similar activity per bldg.	$360	$368	$8			Y
22 Aviation servicing or repair buildings (Per Airport)	$360	$368	$8			Y
23 Cellulose nitrate film Per facility, manufacturing, cabinet shop, mill	$270	$276	$6			Y
24 Combustible fibers (Manufacturing, cotton, straw, etc.)	$360	$368	$8			Y
25 Compressed gases CFC Article 30, in excess of 50lbs or 1 mobile unit	$270	$276	$6			Y
26 Covered mall buildings (CBC Defined, per mall)	$540	$552	$12			Y
27 Cryogenic fluids (Per site, liquid nitrogen or similar)	$270	$276	$6			Y
28 Cutting and welding Per site, single activity/mobile operations see “Hot Work”	$360	$368	$8			Y
29 Carnivals, circus, fairs** (Per event**)	$360	$368	$8			Y
30 Dry cleaning plants (Not to include retail stores)	$360	$368	$8			Y
31 Exhibits and trade shows (Per event)	$360	$368	$8			Y
32 Explosives or blasting agents (Per facility, event or site)	$360	$368	$8			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
33	Fireworks retail stand						
	a) Non-profit per City Code Ch 10-8	$0	$0	$0			N
	b) Clean up fee (Per site)	$254	$254	$0			N
34	Fireworks public display Per event, airborne or explosive	$360	$368	$8			Y
35	Fireworks special pyrotechnic effects (Per event)	$540	$552	$12			Y
36	Flammable or combustible liquids Per site, above ground storage	$270	$276	$6			Y
37	Floor refinishing with Class I or II liquids (old classification: Bowling Alley Refinishing) Per site, above ground storage	$270	$276	$6			Y
38	Fruit and crop ripening with ethylene gas (Per site)	$270	$276	$6			Y
39	Fumigation permit (Per building)	$270	$276	$6			Y
40	Hazardous materials storage, dispense, use of handling Per site 4280-2000 $202.0	$360	$368	$8			Y
41	Hazardous waste generator Per site, in conjunction with haz material storage	$270	$276	$6			Y
42	HPM facilities (Per site)	$360	$368	$8			Y
43	High-pile storage (Per site, CFC class I-IV materials)	$360	$368	$8			Y
44	Hot works operations (Per day per site - temporary uses)	$270	$276	$6			Y
45	Industrial ovens (Per site, cement, powder coating, etc.)	$270	$276	$6			Y
46	Lumber yards processing > 100,000 board feet Per site and parcel	$360	$368	$8			Y
47	LPG (Per site, excludes R-3 & R-1 dwellings)	$270	$276	$6			Y
48	Magnesium (Per site)	$270	$276	$6			Y
49	Misc combustible storage in excess of 2500 cubic feet (Per site)	$360	$368	$8			Y
50	Open flame, torches, candles, (Per event, not in conjunction with #10 or #27	$270	$276	$6			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
51	Organic coating (Per site)	$270	$276	$6			Y
52	Pyroxylin plastics (Per site, manufacturing and/or application)	$270	$276	$6			Y
53	Refrigeration equipment regulated by chapter 6 (Per site, excludes R-1 and R-3 occupancies)	$360	$368	$8			Y
54	Roof top heliports Per platform	$270	$276	$6			Y
55	Spraying and dipping (Per site, auto body, plating, acid washing, etc.)	$360	$368	$8			Y
56	Storage of scrap tires and tire rebuilding plants (Per site, includes auto salvage yards)	$360	$368	$8			Y
	R Occupancies						
57	Multi-Unit Residential						
	a) 3 to 5 Units	$180	$184	$4			Y
	b) 6 - 10 Units	$270	$276	$6			Y
	c) 11 to 20 Units	$405	$414	$9			Y
	d) 21 - 40 Units	$585	$598	$13			Y
	e) 41 or more Units	$765	$782	$17			Y
58	Pre-inspection - Residential care facilities, per site	$90	$92	$2			Y
59	Large family day care R-3, per site	$360	$368	$8			Y
60	A Occupancies, (Assembly)	$180	$184	$4			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
61 B Occupancies, (Business)						
a) 1 - 500 sq ft	$45	$46	$1			Y
b) 501 - 1,000 sq ft	$90	$92	$2			Y
c) 1,001 to 1,500 sq ft	$135	$138	$3			Y
d) 1,501 to 2,000 sq ft	$180	$184	$4			Y
e) 2,001 - 2,500 sq ft	$225	$230	$5			Y
f) 2,501 - 3,000 sq ft	$270	$276	$6			Y
g) 3,001 - 3,500 sq ft	$315	$322	$7			Y
h) 3,501 - 4,000 sq ft	$405	$414	$9			Y
i) 4,001 - 4,500 sq ft	$450	$460	$10			Y
j) 4,500 sq ft - 5,000 sq ft	$495	$506	$11			Y
62 C Occupancies, Camps, organized (Per site)	$180	$184	$4			Y
63 E Occupancies (example Laboratories) (Per building)	$180	$184	$4			Y
64 F Occupancies (example Factory)	$405	$414	$9			Y
65 H Occupancies Per building, fuel storage, chemical process	$360	$368	$8			Y
66 I Occupancies (example Hospital) (Per building)	$540	$552	$12			Y
67 L Occupancies (example Laboratories) (Per Building)	$180	$184	$4			Y
68 M Occupancies (Mercantile)						
a) 1 - 500 sq ft	$45	$46	$1			Y
b) 501 - 1,000 sq ft	$90	$92	$2			Y
c) 1,001 to 1,500 sq ft	$135	$138	$3			Y
d) 1,501 to 2,000 sq ft	$180	$184	$4			Y
e) 2,001 - 2,500 sq ft	$225	$230	$5			Y
f) 2,501 - 3,000 sq ft	$270	$276	$6			Y
g) 3,001 - 3,500 sq ft	$315	$322	$7			Y
h) 3,501 - 4,000 sq ft	$405	$414	$9			Y
i) 4,001 - 4,500 sq ft	$450	$460	$10			Y
j) 4,500 sq ft - 5,000 sq ft	$495	$506	$11			Y
69 S Occupancies (Storage)	$180	$184	$4			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
70	U Occupancies (Utility and Miscellaneous)	$180	$184	$4			Y
71	Annual Fire Company Inspection Per hour or fraction thereof	$270	$276	$6			Y
72	Life Safety Inspection for Businesses						
	a) Initial Inspection	n/a - new	$100	$100			N
	b) Reinspection (if required)	n/a - new	$50	$50	each		N
73	Additional Inspections Per hour or fraction thereof	$85 after 2nd inspection	$85 after 2nd inspection				N
74	Burn Permits	~~$10~~					~~N~~
	a) Online Burn Permits		no charge				N
	b) Standard In-Person Burn Permits		$30	$30			Y
75	Code compliance inspection	$225	$230	$5			Y
76	Emergency DUI response	Actual Cost	Actual Cost				N
77	Fire report	$21	$22	$0			Y
78	Garbage abatement	Actual Cost	Actual Cost				N
79	Fire watch service	$225	$230	$5			Y
~~80~~	~~False alarm cost recovery after 3rd false alarm~~	~~Actual Cost~~	~~Actual Cost~~				~~N~~
80	Non-Emergency Response (per 12-month period)						
	a) First Response	No Charge	No Charge	$0			N
	b) Second Response	No Charge	$200	$0			N
	c) Third Response	Actual Cost	$300	$300			N
	d) Fourth Response	Actual Cost	$400	$400			N
	e) Each Add'l Response	Actual Cost	$500	$500			N
81	Weed abatement	Actual Cost	Actual Cost				N
82	Public Service call	Actual Cost	Actual Cost				N
83	Hazardous Material response	Actual Cost	Actual Cost				N
84	Contamination remediation	Actual Cost	Actual Cost				N

Hourly Rates

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
85	Division Chief	$200	$200	$0			N
86	Battalion Chief	$152	$152	$0			N
87	Fire Captain	$125	$125	$0			N
88	Engineer	$112	$112	$0			N
89	Fire Fighter	$101	$101	$0			N
90	Dispatcher	$77	$77	$0			N
91	Heavy Equipment Mechanic	$101	$101	$0			N
92	Engine Time (Criminal or Negligent) - Emergency Apparatus Rates	~~OES Hourly Rate~~				[a]	~~N~~
	Ladder Truck		$170				N
	Type I		$162				N
	Type II		$116				N
	Type III		$91				N
	Type IV		$82				N
	Type V – VII		$83				N
	Water Tender Tactical I		$98				N
	Water Tender Tactical II		$98				N

[a] Rates reflected in this schedule are intended to mirror rates adopted by the California Governor's Office of Emergency Services (Cal OES). In the case of discrepancies, rate amounts adopted by Cal OES shall supersede the amounts listed on this schedule.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
1	Administrative Permit	$463		$473		$10		Flat Fee		Y
2	Administrative Permit - Fill Vacant Space	n/a- new		$50				Flat Fee		Y
3	Adult-Oriented Business Fee	$1,864		$1,905		$41		Flat Fee		Y
4	Amendment/Modification Fee (Use Permits, Variances, TSM, etc.)	$2,237		$2,286		$49		Flat Fee		Y
5	Annexation		$10,650		$10,850		$200	Deposit		Y
6	Appeal to City Council or Planning									
	a) Discretionary Items	$3,729		$3,810		$81		Flat Fee	[a]	Y
	b) Ministerial Items	$373		$381		$8		Flat Fee	[a]	Y
7	"Burn-Down" Letter	$186		$190		$4		Flat Fee		Y
8	Business License Application Review	$93		$95		$2		Flat Fee		Y
9	Condition Compliance		$1,450		$1,450		$0	Deposit		Y
10	Density Bonus	No Charge		No Charge						N
11	Development Review	$1,065		$1,089		$23		Flat Fee		Y
12	Development Agreement		$7,450		$7,550		varies	Deposit		Y
13	Environmental Review									
	a) Environmental Assessment/Initial Study		$5,250		$5,350		$100	Deposit		Y
	b) Notice of Exemption								[b]	
	c) Negative Declaration		$10,650		$10,850		$200	Deposit		Y
	d) EIR Deposit		$10,650		$10,850		$200	Deposit		Y
14	General Plan Amendment		$10,650		$10,850		$200	Deposit		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
15	Home Occupation									
	a) Low Impact	$133		$136		$3		Flat Fee		Y
	b) Moderate Impact	$266		$272		$6		Flat Fee		Y
16	Landmark Designation or Demolition	$1,598		$1,633		$35		Flat Fee		Y
17	Landmark Alteration Permit	$533		$544		$12		Flat Fee		Y
18	Occupancy Review	$160		$163		$3		Flat Fee		Y
19	Pre-Application (Initial Project Review)	$559		$571		$12		Flat Fee	[c]	Y
20	Sign Review	$320		$327		$7		Flat Fee		Y
21	Special Event Permit									
	a) Application Fee									
	i) Application Submitted More than 15 Days Before Event	$107		$109		$2		Flat Fee		Y
	ii) Application Submitted Within 15 Days of Event	$320		$327		$7		Flat Fee		Y
	b) Police / Streets / Other City Support Provided for Event Monitoring, Street Closures, Setup, etc.	Actual Costs; Bill Per Hour		Actual Costs; Bill Per Hour				Per Hour		Y
22	Specific Plan Amendment		$10,650		$10,850		varies	Deposit		Y
23	Specific Plan or Planned Development Overlay		$10,650		$10,850		$200	Deposit		Y
24	Temporary Use Permit	$293		$299		$6		Flat Fee		Y
25	Tentative Parcel Map	$4,261		$4,354		$93		Flat Fee		Y
26	Tentative Subdivision Map		$5,250		$5,350		varies	Deposit		Y
27	Per Resulting Lot Tentative Maps		$42		$43		varies	Deposit		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
28	Use Permit									
	a) Minor (up to 3 reviews)	$3,729		$3,810			varies	Flat Fee		Y
	b) Each addirional review after 3			$1,270				Flat Fee		Y
	c) Minor - Fill Vacant Space			$500				Flat Fee		Y
	~~b)~~ d) Major		$5,250		$5,350		$100	Deposit		Y
29	Sewer Capacity Study Fee Deposit		$5,250		$5,350		$100	Deposit		Y
30	Zone Change		$3,700		$3,800		$100	Deposit		Y
31	Variance									
	a) ZA determination	$559		$571		$12		Flat Fee		Y
	b) Minor Variance	$1,864		$1,905		$41		Flat Fee		Y
	c) Variance		$3,700		$3,800		$100	Deposit		Y
32	Zoning/General Plan Compliance Letters	$160		$163		$3		Flat Fee		Y
	Assorted Copies									
33	General Plan, Housing Element, Zoning Code	Online		Online					~~[c]~~ [d]	N
34	Copies	$0.25		$0.25		$0		Per Page		N
	Hourly Billing Rate									
35	Planning	$186		$190				Per Hour		Y
36	Contract Services	Actual Cost + 15% Admin Fee		Actual Cost + 15% Admin Fee				T & M		N

* Applicants shall be responsible for all amounts due to other agencies (e.g., LAFCO, Department of Fish & Wildlife, County Recorder, etc.)

** For deposit based fees the City intends to collect 100% of total cost of service using time and materials billings.

[a] If appeal is successful, appeal filing fee will be returned to appellant.

[b] Amount collected as part of other fees.

[c] Fee applies toward the cost of permit application.

~~[c]~~ [d] Documents are available online. For hardcopy materials use actual printing costs or per page copy fee.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - SHORT TERM RENTAL PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1 Short-Term Vacation Rental Permit Fee						
a) Administrative Permit	$463	$473	$10			Y
b) Use Permit (Airbnb, B&B, SRO, Boarding House)	$3,729	$3,810	$81			Y
2 Technology Fee (% of permit fee)	6%	6%	0%			N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	LAND DEVELOPMENT						
1	Abandon Street	$1,358	$1,388	$30			Y
2	Assessment District Setup						
	a) Deposit	$10,653	$10,885	$232			Y
	b) Per Lot	$32	$33	$1			Y
3	Certificate of Compliance	$639	$653	$14			Y
4	Deferred Improvement Agreement	$399	$408	$9			Y
5	Final Parcel Map Review	$2,557	$2,612	$56			Y
6	Final Subdivision Map Review	$2,557	$2,612	$56			Y
7	Flood Plain Letter	$160	$163	$3			Y
8	Grading Permit	$160	$163	$3			Y
9	Grant of License	$160	$163	$3			Y
10	Lot Line Adjustment	$1,278	$1,306	$28			Y
11	Parcel Merger	$1,278	$1,306	$28			Y
12	Reversion to Acreage	$5,753	$5,878	$125			Y
13	Sewer Main Tapping Fee	$639	$653	$14			Y
14	Sewer Service Agreement - Outside	$799	$816	$17			Y
15	Sewer Service Charges						
	a) City	$29.83	$29.83	$0	per EDU		N
	b) SC-OR	$27.00	$27.00	$0	per EDU		N
16	Subdivider Agreement	$1,918	$1,959	$42			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
17 Site Improvements Plan Check						
a) Plan Check	3.0%	3.0%	$0	% of construction cost		N
b) Construction Inspection	3.0%	3.0%	$0	% of construction cost		N
18 Transportation Permit	$16 - $90	$16 - $90				N
ENCROACHMENT						
19 Construction Dumpster	$107	$109	$2			Y
20 Construction Job Trailer	$107	$109	$2			Y
21 Disabled Curb Ramp	$320	$327	$7	each location		Y
22 Drainage Inlet	$320	$327	$7	each location		Y
23 Paving - less than 1,000 sq ft	$160	$163	$3			Y
24 Sidewalk, Curb and Gutter						
a) Repair, less than 100 lf	$160	$163	$3			Y
b) New, less than 100 lf	$320	$327	$7			Y
c) Obstruction	$160	$163	$3	each location		Y
25 Street Repair, less than 500 sq ft	$240	$245	$5			Y
26 Underground Utility, less than 300 lf	$320	$327	$7			Y
27 House Relocating/Moving	$399	$408	$9			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
IMPACT FEES						
28 Traffic Impact Fee						
a) Single Family	$961	$961	$0	per unit		N
b) Multi Family	$745	$745	$0	per unit		N
c) Commercial	$2,091	$2,091	$0	per 1,000 sq ft		N
d) Office	$1,105	$1,105	$0	per 1,000 sq ft		N
e) Industrial	$575	$575	$0	per 1,000 sq ft		N
29 Facilities Impact Fees						
a) General Government						
i) Single Family	$1,135	$1,135	$0	per unit		N
ii) Multi Family	$676	$676	$0	per unit		N
iii) Commercial	$590	$590	$0	per 1,000 sq ft		N
iv) Office	$770	$770	$0	per 1,000 sq ft		N
v) Industrial	$286	$286	$0	per 1,000 sq ft		N
b) Fire						
i) Single Family	$804	$804	$0	per unit		N
ii) Multi Family	$648	$648	$0	per unit		N
iii) Commercial	$507	$507	$0	per 1,000 sq ft		N
iv) Office	$662	$662	$0	per 1,000 sq ft		N
v) Industrial	$246	$246	$0	per 1,000 sq ft		N
c) Law Enforcement						
i) Single Family	$1,393	$1,393	$0	per unit		N
ii) Multi Family	$1,122	$1,122	$0	per unit		N
iii) Commercial	$393	$393	$0	per 1,000 sq ft		N
iv) Office	$514	$514	$0	per 1,000 sq ft		N
v) Industrial	$192	$192	$0	per 1,000 sq ft		N
d) Parks						
i) Single Family	$3,843	$3,843	$0	per unit		N
ii) Multi Family	$3,095	$3,095	$0	per dwelling unit		N
30 Drainage Impact Fee						
a) Single Family	$2,572	$2,572	$0			N
b) Multi Family Per Unit	$1,029	$1,029	$0			N
c) Commercial	$1,466	$1,466	$0			N
d) Office	$1,440	$1,440	$0			N
e) Industrial	$1,388	$1,388	$0			N
f) Thermalito	see fee schedule	see fee schedule				N
31 Sewer Connection						

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
a) Impact Fee	$1,794	$1,794	$0	per EDU		N
b) SCOR	$6,638	$6,638	$0	per EDU		N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - POLICE FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Alarm Permit	$32	$33	$1			Y
2	Citation Signoff	$20	$20	$0			N
3	Local Record Review	$40	$41	$1			Y
4	Police Report	$20	$20	$0	per report		N
5	CAD Report	$10	$10	$0			N
6	Digital Photographs	$25	$25	$0			N
7	False Alarm Response (Per 12 Month Period)						
	a) General Alarms						
	i) First through 3rd False Alarm	n/a - new	$0				N
	ii) Fourth False Alarm	n/a - new	$75				N
	iii) Fifth and Subsequent False Alarms	n/a - new	$125		each		N
	b) Duress / Holdup Alarms						
	i) First through 3rd False Alarm	n/a - new	$0				N
	ii) Fourth False Alarm	n/a - new	$300				N
	iii) Fifth and Subsequent False Alarms	n/a - new	$450		each		N
8	Hourly Rate						
	a) Officer	$120	$123	$3	per hour	[a]	Y
	b) Detective	$127	$130	$3	per hour	[a]	Y
9	VIN Verification	$25	$25	$0			N
10	Vehicle Repossession Release	$15	$15	$0		[b]	N
11	Impounded/Stored Vehicle Release	$176	$180	$4			Y

[a] Rate for special service requests. Overtime rate.
[b] Amount set by State.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
	Admissions to C.F. Lott Home Museum						
1	General Admission (12 years and older)	$4	$4	$0			N
2	Senior Discount Admission	$3	$3	$0			N
3	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
4	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N
5	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N
	Admissions to Chinese Temple Complex & Museum						
6	General Admission (12 years and older)	$4	$4	$0			N
7	Senior Discount Admission	$3	$3	$0			N
8	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
9	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N
10	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
	Admissions to Bolt's Antique Tool Museum						
11	General Admission (12 years and older)	$4	$4	$0			N
12	Senior Discount Admission	$3	$3	$0			N
13	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
14	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N
15	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N
	Admissions to Butte County Pioneer Memorial Museum						
16	General Admission (12 years and older)	$4	$4	$0			N
17	Senior Discount Admission	$3	$3	$0			N
18	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
19	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N
20	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N
	Museum Mile Weekend Pass						
21	Museum Mile Weekend Pass to City Museums	$10	$10	$10	per person		N
	Admissions to Feather River Nature Center						
22	General Admission - Adults and Children	Free	Free				N
23	Adult Group Tour Fees (Max. 20)	$40	$40	$0			N
24	School Tour Fees						
	a) One Class K2 - K12 Students	$30	$30	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee Saturdays and Holidays	Current Fee All Others	Proposed Fee Saturdays and Holidays	Proposed Fee All Others	Proposed Change Saturdays and	Proposed Change All Others	Note	Yearly Adjust
	Sank Park/Lott Home								
	Rental Fees for this park are for 8 hours maximum, park must be vacated by 9:00pm								
1	**Wedding Only - Gazebo & Nancy Price Room**								
	a) City Residents	$437	$293	$447	$299	$10	$6		Y
	b) Non-Residents	$554	$368	$566	$376	$12	$8		Y
	c) Key Deposit	$90	$90	$92	$92	$2	$2		Y
	d) Cleaning Deposit	$176	$176	$180	$180	$4	$4		Y
	e) Amplification Permit - PA Systems	$53	$53	$54	$54	$1	$1		Y
	f) Alcohol Permit Deposit	$85	$85	$87	$87	$2	$2		Y
2	**Reception Only - Patio & Kitchen**								
	a) City Residents	$437	$293	$447	$299	$10	$6		Y
	b) Non-Residents	$554	$368	$566	$376	$12	$8		Y
	c) Key Deposit	$90	$90	$92	$92	$2	$2		Y
	d) Cleaning Deposit	$176	$176	$180	$180	$4	$4		Y
	e) Amplification Permit - PA Systems	$53	$53	$54	$54	$1	$1		Y
	f) Alcohol Permit Deposit	$85	$85	$87	$87	$2	$2		Y
3	**Wedding & Reception Only - Patio, Kitchen, Gazebo & Nancy Price Room**								
	a) City Residents	$884	$586	$903	$599	$19	$13		Y
	b) Non-Residents	$1,108	$735	$1,132	$751	$24	$16		Y
	c) Key Deposit	$90	$90	$92	$92	$2	$2		Y
	d) Cleaning Deposit	$176	$176	$180	$180	$4	$4		Y
	e) Amplification Permit - PA Systems	$53	$53	$54	$54	$1	$1		Y
	f) Alcohol Permit Deposit	$85	$85	$87	$87	$2	$2		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

Description	Current Fee Saturdays and Holidays	Current Fee All Others	Proposed Fee Saturdays and Holidays	Proposed Fee All Others	Proposed Change Saturdays and	Proposed Change All Others	Note	Yearly Adjust
4 General Group Use								
a) Fundraiser/Event with Admission Charge	$618	$410	$631	$419	$13	$9		Y
b) Kitchen Rental	$139	$90	$142	$92	$3	$2		Y
c) Coach Room (Per Person)	$5	$5	$5	$5	$0	$0		Y
d) Key Deposit	$90	$90	$92	$92	$2	$2		Y
e) Cleaning Deposit	$176	$176	$180	$180	$4	$4		Y
f) Amplification Permit - PA Systems	$53	$53	$54	$54	$1	$1		Y
f) Alcohol Permit Deposit	$85	$85	$87	$87	$2	$2		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
	Centennial Plaza						
	Electricity is the Only Amenity Offered - No Restrooms!						
1	Wedding and/or Reception	$170	$174	$4			Y
2	Key Deposit (for electrical box)	$37	$38	$1			Y
	Hammon Park						
3	General Park Fee (up to 4 hours)	$53	$54	$1			Y
4	Each Additional Hour	$16	$16	$0			Y
5	Fundraiser	$304	$310	$7			Y
6	Elementary School Events	Free	Free				N
7	Alcohol Permit Deposit	$85	$87	$2	per hr, min 3 hrs		Y
8	Amplification Permit - PA Systems	$59	$60	$1			Y
9	Key Deposit (for electrical box)	$37	$38	$1			Y
10	Water Spigot Deposit	$101	$103	$2			Y
	Rotary Park						
11	General Park Fee (up to 4 hours)	$53	$54	$1			Y
12	Each Additional Hour	$16	$16	$0			Y
13	Fundraiser	$304	$310	$7			Y
14	Elementary School Events	Free	Free				N
15	Rotary Club events at Rotary Park	Free	Free				N
16	Alcohol Permit Deposit	$85	$87	$2	per hr, min 3 hrs		Y
17	Amplification Permit - PA Systems	$59	$60	$1			Y
18	Key Deposit (for electrical box)	$37	$38	$1			Y
19	Water Spigot Deposit	$101	$103	$2			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
	Hewitt Park					~~[a]~~	
~~20~~	~~Bocce Ball Equipment Deposit (Ball set available at City Hall)~~	~~$53~~	~~$54~~	~~$1~~			~~Y~~
~~21~~	~~General Park Fee (up to 4 hours)~~	~~$43~~	~~$44~~	~~$1~~			~~Y~~
~~22~~	~~Each Additional Hour~~	~~$11~~	~~$11~~	~~$0~~			~~Y~~
20	Athletic Courts		$15		per hr, per court		N
21	Picnic Pavillion (up to 3 hours)		$50				N
22	Picnic Pavillion Cleaning/Damage Deposit (refundable)		$100				N
23	Fundraiser	$240	$245	$5			Y
24	Elementary School Events	Free	Free				N
25	Alcohol Permit Deposit	$85	$87	$2	per hr, min 3 hrs		Y
26	Amplification Permit - PA Systems	$59	$60	$1			Y
~~27~~	~~Key Deposit (for electrical box)~~	~~$37~~	~~$38~~	~~$1~~			~~Y~~
~~28~~	~~Water Spigot Deposit~~	~~$101~~	~~$103~~	~~$2~~			~~Y~~
	Oroville Municipal Auditorium						
27	Rental for the First 12 Hours, Including 1 Staff Person for 8 Hours	$666	$680	$15			Y
28	Staff Person Per Hour After 8 Hours	$37	$38	$1			Y
29	Additional Staff Person Per Hour (Min 1 Hr)	$37	$38	$1			Y
30	Refundable Cleaning Deposit/Security Deposit	$533	$544	$12			Y
31	Alcohol Permit Deposit	$85	$87	$2	per hr, min 3 hrs		Y

~~[a] No reservations taken until Hewitt Park remodel is completed. Fees listed for Hewitt Park will become effective at that time.~~

INFLATIONARY ADJUSTMENT CALCULATION

Source: CPI All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Month / Period	Year	Value	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Annual Avg*	2022	327.060					
Annual Avg*	2023	339.050	3.67%				
Annual Avg	2024	348.417		2.76%			
Annual Avg	2025	356.005			2.18%		
Annual Avg	2026						
Annual Avg	2027						

	Year	Inflator
CPI Inflator for use in this update	2025	2.18%

City of Oroville
User and Regulatory Fee Study
Planning
Calculation of the Estimated Costs of Providing Fee Related Services

	Fee Description	Labor Hours		Hourly Rate		Cost of Service	Current Fee	Proposed Fee	Proposed Cost Recovery	Fee Change
2	Administrative Permit - Fill Vacant Space	0.50	x	$190	=	$95	n/a - new	$50	52%	$50
28	Use Permit									
	b) Each addirional review after 3	6.67	x	$190	=	$1,270	n/a - new	$1,270	100%	$1,270
	c) Minor - Fill Vacant Space	2.67	x	$190	=	$508	n/a - new	$500	98%	$500

City of Oroville
User and Regulatory Fee Study
Fire Prevention Division of the Fire Department
Calculation of the Estimated Costs of Providing Fee Related Services

	Fee Description	Labor Hours		Hourly Rate		Cost of Service	Current Fee	Proposed Fee	Proposed Cost Recovery	Fee Change	Charge Basis	Note	Yearly Adjust
72	Life Safety Inspection for Businesses												
	a) Initial Inspection	0.75	x	$184	=	$138		$100	72%	$100			N
	b) Reinspection (if required)	0.75	x	$184	=	$138		$50	36%	$50	each		N
74	Burn Permits						~~$11~~						
	a) Online Burn Permits							no charge					N
	b) Standard In-Person Burn Permits	0.25	x	$184	=	$46		$30	65%	$30			Y
~~80~~	~~False alarm cost recovery after 3rd false alarm~~						~~Actual Cost~~						~~N~~
80	Non-Emergency Response (per 12-month period)												
	a) First Response	2.25	x	$184	=	$414	No Charge	No Charge			$0		N
	b) Second Response	2.25	x	$184	=	$414	No Charge	$200			$0		N
	c) Third Response	2.25	x	$184	=	$414	Actual Cost	$300			$300		N
	d) Fourth Response	2.25	x	$184	=	$414	Actual Cost	$400			$400		N
	e) Each Add'l Response	2.25	x	$184	=	$414	Actual Cost	$500			$500		N
92	Engine Time (Criminal or Negligent) - Emergency Apparatus Rates						~~OES Hourly Rate~~					[a]	
	Ladder Truck							$170			per hour		
	Type I							$162			per hour		
	Type II							$116			per hour		
	Type III							$91			per hour		
	Type IV							$82			per hour		
	Type V – VII							$83			per hour		
	Water Tender Tactical I							$98			per hour		
	Water Tender Tactical II							$98			per hour		

[a] Rates reflected in this schedule are intended to mirror rates adopted by the California Governor's Office of Emergency Services (Cal OES). In the case of discrepancies, rate amounts adopted by Cal OES shall supersede the amounts listed on this schedule.

Master Schedule of User and Regulatory Fees

Effective July 1, 2026

City of Oroville
Master Fee Schedule

Fee Type	Page
BUILDING FEES	1
CODE COMPLIANCE FEES	8
CODE COMPLIANCE / ADMINISTRATIVE CITATIONS	9
FIRE DEPARTMENT FEES	10
PLANNING FEES	17
SHORT-TERM VACATION RENTAL PERMIT FEES	19
LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES	20
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PARK USE RENTAL FEES	26
BUSINESS LICENSES	29
MONTHLY SEWER RATES	33

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Minimum Permit Fee (When One Inspection is Required)	$181			Y
2	Minimum Permit Fee (When Two Inspections are Required)	$361			Y
3	Standard Hourly Rate	$181			Y
4	Technology Cost Recovery Fee (to be charged at each permit application and issuance)	6% of plan review and permit fee			N
5	Strong Motion Instrumentation Program (SMIP) Fee				
	a) Residential	Valuation x .00013			N
	b) Commercial	Valuation x .00028			N
6	Green Building Fee	$1 per $25,000 of Permit Valuation			N
	Fire Project Review and Inspection Fees				
7	Administrative Fee	$181		[a]	Y
8	Burn Permit Fee	$10			N
9	Fire Works Permit Administrative Fee	$332		[b]	N
	Miscellaneous Department Fees				
10	Business License Occupancy Inspection Fee (minimum 1 hour)	$181	per hour		Y
11	Business License Occupancy Submittal/Processing Fee (minimum ½ hour)	$90	per 1/2 hour		Y
12	First Time Homebuyer's Inspection Fee (minimum 1 hour)	$181	per hour		Y
13	Re-inspection fee for Business License Occupancy or First Time Homebuyer's Inspection (minimum 1 hour)	$181	per hour		Y
14	Encroachment Permit Administrative Processing Fee	$33			Y
15	Addressing (new or re-addressing), per hour (minimum ½ hour)	$90	per 1/2 hour		Y
16	Temporary Certificate of Occupancy	$361			Y
17	Certificate of Occupancy Document	$22			Y
18	Plan review fee (minimum ½ hour)	$90	per 1/2 hour		Y
19	Geotechnical Review Fee (minimum 1 hour)	$181	per hour		Y
20	Site Inspection (minimum 1 hour)	$181	per hour		Y
21	Requested Special Inspection per hour or fraction thereof (minimum 1 hour)	$181	per hour		Y
22	Alternative Methods and Materials Review per hour (minimum 1 hour)	$181	per hour		Y
23	Photocopy of Documents Fees				
	a) 8.5" x 11"	$0.25	per sheet		N
	b) 11" x 17"	$1.10	per sheet		N
	c) 18" x 26"	$1.15	per sheet		N
	d) 24" x 36"	$1.25	per sheet		N
	e) 24" x 42" and larger	$1.30	per sheet		N

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
24	Specialized reviews and requests	Actual Cost			N
25	Certified Access Specialist Program (CASp)				
	a) Inspection per hour (minimum 1 hour)	$181	per hour		Y
	b) Inspection report per hour (minimum ½ hour)	$90	per 1/2 hour		Y
	c) Certificate	$109			Y
26	Demolition				
	a) Per building	$181			Y
	b) Per building if a structure pre-measure is requested	$361			Y
27	Residential swimming pool, spa, or hot tub				
	a) Plan review (minimum 1 hour)	$181	per hour		Y
	b) Permit	$903			Y
28	Residential swimming pool addition or remodel permit	$542			Y
29	Residential spa or hot tub permit (self-contained above ground)	$361			Y
30	Commercial swimming pool or spa permit	Based on Valuation			Y
31	Re-Roof Permit				
	a) Residential	$361			Y
	b) Residential multifamily (per building)	$361			Y
	c) Commercial	$542			Y
32	Window installation or replacement permit (rough frame, and final inspection required)				
	a) Retrofit windows	$181			Y
	b) New construction windows (flashing, minor siding replacement, etc.)	$361			Y
	c) Residential or commercial building move (site, foundation, electrical, plumbing, mechanical, and final inspection); additional fees may apply	Based on Valuation			Y
	Patio Covers, Decks, and Trellises				
33	Plan Review (minimum 1 hour)	$181	per hour		Y
34	Up to 500 sq.ft. (wood or metal construction)	$542			Y
35	Enclosed up to 500 sq.ft. (wood or metal construction)	$723			Y
36	In excess of 500 sq.ft. (covered or enclosed) additional fee per 100 sq.ft. or fraction thereof	$181			Y
37	Deck or Trellis (per structure)	$361			Y
	Signs				
38	Plan Review, (wall and/or roof mounted) (minimum 1 hour)	$181	per hour		Y
39	Plan Review (freestanding) (minimum 1 hour)	Based on Valuation			Y
40	Additional electrical permit fee for illuminated signs (minimum 1 hour)	$181	per hour		Y
41	Signs - 0-100 square feet	$361			Y
42	Signs - Over 100 square feet	$542			Y

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Cellular Tower				
43	Plan Review, (minimum 1 hour)	Based on Valuation			Y
44	Free standing monopole	$903			Y
45	Co-location	$723			Y
46	Equipment Container	$361			Y
	Manufactured Buildings				
47	Application Fee	$33			Y
48	Plan Review (minimum 1 hour)	$181	per hour		Y
49	Installation with Standard Plan Approval (SPA)	$723			Y
50	Non-Standard Plan Approval (SPA), engineered foundation system	Based on Valuation			Y
51	Electrical	$181			Y
52	Plumbing	$181			Y
53	Mechanical	$181			Y
54	Commercial Coach set-up and installation	Based on Valuation			Y
55	California State 433A & 433B processing fee (per building section)	$23			Y
56	Master Plan Fee	$361			Y
	Electrical Service and/or Sub-Panel Installation				
57	Up to 325 amperes	$181			Y
58	325 to 1,000 amperes	$361			Y
59	Over 1,000 amperes	$361			Y
60	Plan Review fee (when required) (minimum 1 hour)	$181	per hour		Y
61	Temporary power pole/service	$361			Y
62	Residential backup generator	$361			Y
63	Commercial backup generator	$542			Y
	Photovoltaic (PV-Solar) & Alternative Energy Systems				
64	Photovoltaic & Alternative Energy Systems Plan Review				
	a) Residential	$181			Y
	b) Commercial (minimum 1 hour)	Based on Valuation			Y
65	Residential roof mount; PV panels and equipment only	$361			Y
66	Residential ground mount; PV panels and equipment only (minimum 2 hours)	Based on Valuation			Y
67	Commercial roof mount; PV panels and equipment only (per each separate array)	$542			Y
68	Commercial ground mount; PV panels and equipment only (minimum 3 hours)	Based on Valuation			Y
69	Alternative Energy Producing System (wind turbine, methane gas conversion, bio-fuels, etc.) (per valuation table)	Based on Valuation			Y
70	Residential or Commercial Ground Mount Foundation Plan Review	Based on Valuation			Y
71	Residential or not of Commercial Ground Mount Foundation	Based on Valuation			Y
	Miscellaneous Plumbing				

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
72	Water heater installation/replacement	$181			Y
73	Water softener or reverse osmosis installation/replacement	$181			Y
74	Temporary gas release (prior to final inspection) (minimum 1 inspection)	$181			Y
75	Above ground propane tank installation/replacement	$361			Y
76	In-ground propane tank installation/replacement	$542			Y
	Miscellaneous Mechanical				
77	Residential HVAC furnace, A/C condenser, and/or ductwork	$181			Y
78	Commercial HVAC furnace, A/C condenser, and/or ductwork	$361			Y
79	Prefabricated or metal fireplace (Listed by a recognized agency; EPA phase II approved)	$361			Y
80	Masonry with gas fireplace insert (EPA phase II approved)	$361			Y
	Guidelines for determining the valuation of common projects per type of structure shall be based on the actual work valuation but no less than the latest International Code Council based square footage tables.				
	Miscellaneous Administration Fees				
81	Deferred Submittal Request (subject to approval by the Building Official)	$181			Y
82	Permit Extension Request (subject to approval by the Building Official)	$181			Y
83	Plan Review Extension Request (subject to approval by the Building Official)	$181			Y
84	Re-instate expired permit – ½ of the cost of original permit if permit is older than 24 months; excludes school, fire, and FSA, etc. fees) – (subject to approval by the Building Official)	1/2 the cost of original permit fees			N

[a] Fee for all fire review submittals (sprinklers, commercial kitchen hood extinguishing systems, fire alarm systems, etc.) (minimum 1/2 hour).
[b] Applies if processed/issued by the Development Services Department (minimum 2 hours).

City of Oroville

BUILDING FEES

Building Permit Fees

Total Valuation			Permit Fee					Yearly Adjust
$1	to	$500	$24.00					N
$501	to	$2,000	$24.00	for the first $500	plus	$3.00	for each add'l $100 or fraction thereof, to and including $2,000	N
$2,001	to	$40,000	$69.00	for the first $2,000	plus	$11.00	for each add'l $1,000 or fraction thereof, to and including $40,000	N
$40,001	to	$100,000	$487.00	for the first $40,000	plus	$9.00	for each add'l $1,000 or fraction thereof, to and including $100,000	N
$100,001	to	$500,000	$1,027.00	for the first $100,000	plus	$7.00	for each add'l $1,000 or fraction thereof, to and including $500,000	N
$500,001	to	$1,000,000	$3,827.00	for the first $500,000	plus	$5.00	for each add'l $1,000 or fraction thereof, to and including $1,000,000	N
$1,000,001	to	$5,000,000	$6,327.00	for the first $1,000,000	plus	$3.00	for each add'l $1,000 or fraction thereof, to and including $5,000,000	N
$5,000,001	and	Up	$18,327.00	for the first $5,000,000	plus	$1.00	for each add'l $1,000 or fraction thereof	N

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Other Inspections and Fees				
1	Inspections outside normal business hours (minimum 2 hours)	$217	per hour		Y
2	Re-inspection fees assessed under the provisions of Section 6-1.7; 110.7 of the Oroville City Ordinance 1767.	$181	per hour		Y
3	Inspection for which no fee is specifically indicated (minimum 1 hour)	$181	per hour		Y
4	Additional plan review required due to changes, additions, or revisions to plans (minimum ½ hour)	$90	per half hour		Y
5	For use of outside consultants for plan review and inspections, or both	Actual Cost		[a]	N
6	Plan Review: When a plan or other data is required to be submitted for review, the plan review fee for each building, structure, utility, etc.	65% of Building Permit Fee		[b]	N
7	Plan Review - Master Plan			[b][c]	
	a) Plan Review for Initial Review of Master Plan	65% of Building Permit Fee		[b][c]	N
	b) Plan Review for Each Building Permit that Utilizes an Approved Master Plan	$181		[b][c]	Y
8	Disabled Access Review: For the review of California Code of Regulation Title 24 requirements for accessibility for the physically disabled	$181	per hour		Y
9	Energy Conservation Review: For review of California Code of Regulations Title 24 requirements for energy conservation	10% of Building Permit Fee			N
10	Green Building Standards Review: For review of California Code of Regulations Title 24 requirements for green building standards	15% of Building Permit Fee			N

[a] Actual costs include the actual invoice amounts from the third party, as well as city administrative costs (e.g., staff and administrative billable rates).

[b] Fee covers up to three reviews. Each additional review will be billed at hourly rate.

[c] For all project master plans, full plan review will be charged for the initial review of all master plans. For each building permit that utilizes an approved master plan, a one hour plan review fee will be charged on each permit.

City of Oroville
BUILDING FEES

Additional Notes on Application of Fee Schedule

Building Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "Building Permit" of the Building Valuation Fee Table (minimum $166.00 fee)

Building Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Electrical Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "12.5%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Electrical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Plumbing Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "10%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Plumbing Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Mechanical Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "7.5%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Mechanical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

City of Oroville
CODE COMPLIANCE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Re-inspection Fee	$168			Y
2	Extension Request / Administrative Fee	$84			Y
3	Multi-Family Inspection Program Fee (per dwelling unit)	$42			Y
4	Preliminary Title Search Fee (Litigation Guarantee)				
	a) Administrative Fee	$126			Y
	b) Title Search Company Cost	Actual Cost			N
5	Property Lien Processing Fee (per property) (1 hour)	$168			Y
6	Property Posting Fee	$168			Y
7	Vacant Building Monitoring Ordinance Fee (Annual)	$503			Y
8	Vehicle Abatement	$210			Y
9	Specialized Services Including, but not limited to, Attorney and Abatement Services	Actual Cost			Y
10	Miscellaneous Administrative Code Enforcement Fee (when not listed specifically above) (based on hourly rate; minimum ½ hour)	$84	per half hour		Y

City of Oroville

CODE COMPLIANCE / ADMINISTRATIVE CITATIONS

	Description	Citation Amount	30-Day Penalty	Note	Yearly Adjust
1	First Citation	$100	$100		N
2	Second Citation	$200	$200		N
3	Third Citation	$500	$500		N
4	Fourth Citation	$1,000	$1,000		N
5	Each Additional Citation	$1,000	$1,000		N

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Construction				
1	Civil Plans				
	a) Design Review	$782			Y
2	Fire & life safety for building compliance				
	a) Plan Review	20% of building plan check fee			N
	b) Inspection	$598			Y
	Fire Protection Systems				
3	Kitchen hood system plan review and inspection				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
4	**Underground Fire lines plan review and inspection**				
	a) Plan Review	$414			Y
	b) Inspection	$506			Y
	New construction sprinkler system plan review inspection				
5	1 - 200 sprinklers				
	a) Plan Review	$414			Y
	b) Inspection	$506			Y
6	201+ sprinklers				
	a) Plan Review	$690			Y
	b) Inspection	$690			Y
	i) Add 1/2 hour per each floor over ground floor	$92			Y
	ii) Add 1/2 hour per each fire sprinkler riser	$92			Y
	Tenant improvement sprinkler system plan review and inspection				
7	1 - 50 sprinklers				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
8	51+ sprinklers				
	a) Plan Review	$598			Y
	b) Inspection	$506			Y

City of Oroville
FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Residential SFD and Duplex fire sprinkler system, fire alarm system plan review and inspection				
9	Residential SFD and Duplex fire sprinkler system plan review and inspection				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
10	Fire alarm system plan review				
	a) Plan Review	$598			Y
	b) Inspection	$414			Y
11	Compressed gas systems				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
12	High-pile storage				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
13	Paint and spray booth				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
14	Temporary Structures, Tents, Canopies				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
15	Above ground tank installation				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
16	Below ground tank installation/removal				
	a) Plan Review	$414			Y
	b) Inspection	$322			Y
17	Technical reports/alternate material request	$552			Y
18	Special plan review (expedite) (per hour)	$276			Y
19	Re-inspection fees	$184			Y
20	Aerosol products exceeding 500 lbs. Manufacturing or packaging only	$276			Y
21	Amusement buildings Haunted Houses and similar activity per bldg.	$368			Y
22	Aviation servicing or repair buildings (Per Airport)	$368			Y
23	Cellulose nitrate film Per facility, manufacturing, cabinet shop, mill	$276			Y

City of Oroville
FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
24	Combustible fibers (Manufacturing, cotton, straw, etc.)	$368			Y
25	Compressed gases CFC Article 30, in excess of 50lbs or 1 mobile unit	$276			Y
26	Covered mall buildings (CBC Defined, per mall)	$552			Y
27	Cryogenic fluids (Per site, liquid nitrogen or similar)	$276			Y
28	Cutting and welding Per site, single activity/mobile operations see “Hot Work”	$368			Y
29	Carnivals, circus, fairs** (Per event**)	$368			Y
30	Dry cleaning plants (Not to include retail stores)	$368			Y
31	Exhibits and trade shows (Per event)	$368			Y
32	Explosives or blasting agents (Per facility, event or site)	$368			Y
33	Fireworks retail stand				
	a) Non-profit per City Code Ch 10-8	$0			N
	b) Clean up fee (Per site)	$254			N
34	Fireworks public display Per event, airborne or explosive	$368			Y
35	Fireworks special pyrotechnic effects (Per event)	$552			Y
36	Flammable or combustible liquids Per site, above ground storage	$276			Y
37	Floor refinishing with Class I or II liquids (old classification: Bowling Alley Refinishing) Per site, above ground storage	$276			Y
38	Fruit and crop ripening with ethylene gas (Per site)	$276			Y
39	Fumigation permit (Per building)	$276			Y
40	Hazardous materials storage, dispense, use of handling Per site 4280-2000 $202.0	$368			Y
41	Hazardous waste generator Per site, in conjunction with haz material storage	$276			Y
42	HPM facilities (Per site)	$368			Y
43	High-pile storage (Per site, CFC class I-IV materials)	$368			Y
44	Hot works operations (Per day per site - temporary uses)	$276			Y
45	Industrial ovens (Per site, cement, powder coating, etc.)	$276			Y
46	Lumber yards processing > 100,000 board feet Per site and parcel	$368			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
47	LPG (Per site, excludes R-3 & R-1 dwellings)	$276			Y
48	Magnesium (Per site)	$276			Y
49	Misc combustible storage in excess of 2500 cubic feet (Per site)	$368			Y
50	Open flame, torches, candles, (Per event, not in conjunction with #10 or #27	$276			Y
51	Organic coating (Per site)	$276			Y
52	Pyroxylin plastics (Per site, manufacturing and/or application)	$276			Y
53	Refrigeration equipment regulated by chapter 6 (Per site, excludes R-1 and R-3 occupancies)	$368			Y
54	Roof top heliports Per platform	$276			Y
55	Spraying and dipping (Per site, auto body, plating, acid washing, etc.)	$368			Y
56	Storage of scrap tires and tire rebuilding plants (Per site, includes auto salvage yards)	$368			Y
	R Occupancies				
57	Multi-Unit Residential				
	a) 3 to 5 Units	$184			Y
	b) 6 - 10 Units	$276			Y
	c) 11 to 20 Units	$414			Y
	d) 21 - 40 Units	$598			Y
	e) 41 or more Units	$782			Y
58	Pre-inspection - Residential care facilities, per site	$92			Y
59	Large family day care R-3, per site	$368			Y
60	A Occupancies, (Assembly)	$184			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
61	B Occupancies, (Business)				
	a) 1 - 500 sq ft	$46			Y
	b) 501 - 1,000 sq ft	$92			Y
	c) 1,001 to 1,500 sq ft	$138			Y
	d) 1,501 to 2,000 sq ft	$184			Y
	e) 2,001 - 2,500 sq ft	$230			Y
	f) 2,501 - 3,000 sq ft	$276			Y
	g) 3,001 - 3,500 sq ft	$322			Y
	h) 3,501 - 4,000 sq ft	$414			Y
	i) 4,001 - 4,500 sq ft	$460			Y
	j) 4,500 sq ft - 5,000 sq ft	$506			Y
62	C Occupancies, Camps, organized (Per site)	$184			Y
63	E Occupancies (example Laboratories) (Per building)	$184			Y
64	F Occupancies (example Factory)	$414			Y
65	H Occupancies Per building, fuel storage, chemical process	$368			Y
66	I Occupancies (example Hospital) (Per building)	$552			Y
67	L Occupancies (example Laboratories) (Per Building)	$184			Y
68	M Occupancies (Mercantile)				
	a) 1 - 500 sq ft	$46			Y
	b) 501 - 1,000 sq ft	$92			Y
	c) 1,001 to 1,500 sq ft	$138			Y
	d) 1,501 to 2,000 sq ft	$184			Y
	e) 2,001 - 2,500 sq ft	$230			Y
	f) 2,501 - 3,000 sq ft	$276			Y
	g) 3,001 - 3,500 sq ft	$322			Y
	h) 3,501 - 4,000 sq ft	$414			Y
	i) 4,001 - 4,500 sq ft	$460			Y
	j) 4,500 sq ft - 5,000 sq ft	$506			Y
69	S Occupancies (Storage)	$184			Y
70	U Occupancies (Utility and Miscellaneous)	$184			Y
71	Annual Fire Company Inspection Per hour or fraction thereof	$276			Y
72	Life Safety Inspection for Businesses				
	a) Initial Inspection	$100			N
	b) Reinspection (if required)	$50			N

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
73	Additional Inspections Per hour or fraction thereof	$85 after 2nd inspection			Y
74	Burn Permits				N
	a) Online Burn Permits	no charge			N
	b) Standard In-Person Burn Permits	$30			Y
75	Code compliance inspection	$230			Y
76	Emergency DUI response	Actual Cost			N
77	Fire report	$22			Y
78	Garbage abatement	Actual Cost			N
79	Fire watch service	$230			Y
80	Non-Emergency Response (per 12-month period)				N
	a) First Response	No Charge			N
	b) Second Response	$200			N
	c) Third Response	$300			N
	d) Fourth Response	$400			N
	e) Each Add'l Response	$500			N
81	Weed abatement	Actual Cost			N
82	Public Service call	Actual Cost			N
83	Hazardous Material response	Actual Cost			N
84	Contamination remediation	Actual Cost			N
	Hourly Rates				
85	Division Chief	$200			N
86	Battalion Chief	$152			N
87	Fire Captain	$125			N
88	Engineer	$112			N
89	Fire Fighter	$101			N
90	Dispatcher	$77			N
91	Heavy Equipment Mechanic	$101			N

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
92	Engine Time (Criminal or Negligent) - Emergency Apparatus Rates			[a]	
	Ladder Truck	$170			N
	Type I	$162			N
	Type II	$116			N
	Type III	$91			N
	Type IV	$82			N
	Type V – VII	$83			N
	Water Tender Tactical I	$98			N
	Water Tender Tactical II	$98			N

[a] Rates reflected in this schedule are intended to mirror rates adopted by the California Governor's Office of Emergency Services (Cal OES). In the case of discrepancies, rate amounts adopted by Cal OES shall supersede the amounts listed on this schedule.

City of Oroville
PLANNING FEES

	Description	Fixed Fee	Initial Deposit	Charge Basis	Note	Yearly Adjust
1	Administrative Permit	$473		Flat Fee		Y
2	Administrative Permit - Fill Vacant Space	$50		Flat Fee		Y
3	Adult-Oriented Business Fee	$1,905		Flat Fee		Y
4	Amendment/Modification Fee (Use Permits, Variances, TSM, etc.)	$2,286		Flat Fee		Y
5	Annexation		$10,850	Deposit		Y
6	Appeal to City Council or Planning Commission					
	a) Discretionary Items	$3,810		Flat Fee	[a]	Y
	b) Ministerial Items	$381		Flat Fee	[a]	Y
7	"Burn-Down" Letter	$190		Flat Fee		Y
8	Business License Application Review	$95		Flat Fee		Y
9	Condition Compliance		$1,450	Deposit		Y
10	Density Bonus	No Charge				N
11	Development Review	$1,089		Flat Fee		Y
12	Development Agreement		$7,550	Deposit		Y
13	Environmental Review					
	a) Environmental Assessment/Initial Study		$5,350	Deposit		Y
	b) Notice of Exemption				[b]	
	c) Negative Declaration		$10,850	Deposit		Y
	d) EIR Deposit		$10,850	Deposit		Y
14	General Plan Amendment		$10,850	Deposit		Y
15	Home Occupation					
	a) Low Impact	$136		Flat Fee		Y
	b) Moderate Impact	$272		Flat Fee		Y
16	Landmark Designation or Demolition	$1,633		Flat Fee		Y
17	Landmark Alteration Permit	$544		Flat Fee		Y
18	Occupancy Review	$163		Flat Fee		Y
19	Pre-Application (Initial Project Review)	$571		Flat Fee	[c]	Y
20	Sign Review	$327		Flat Fee		Y

City of Oroville
PLANNING FEES

	Description	Fixed Fee	Initial Deposit	Charge Basis	Note	Yearly Adjust
21	Special Event Permit					
	a) Application Fee					
	i) Application Submitted More than 15 Days Before Event	$109		Flat Fee		Y
	ii) Application Submitted Within 15 Days of Event	$327		Flat Fee		Y
	b) Police / Streets / Other City Support Provided for Event Monitoring, Street Closures, Setup, etc.	Actual Costs; Bill Per Hour		Per Hour		Y
22	Specific Plan Amendment		$10,850	Deposit		Y
23	Specific Plan or Planned Development Overlay		$10,850	Deposit		Y
24	Temporary Use Permit	$299		Flat Fee		Y
25	Tentative Parcel Map	$4,354		Flat Fee		Y
26	Tentative Subdivision Map		$5,350	Deposit		Y
27	Per Resulting Lot Tentative Maps		$43	Deposit		Y
28	Use Permit					
	a) Minor (up to 3 reviews)	$3,810		Flat Fee		Y
	b) Each addirional review after 3	$1,270		Flat Fee		Y
	c) Minor - Fill Vacant Space	$500		Flat Fee		Y
	d) Major		$5,350	Deposit		Y
29	Sewer Capacity Study Fee Deposit		$5,350	Deposit		Y
30	Zone Change		$3,800	Deposit		Y
31	Variance					
	a) ZA determination	$571		Flat Fee		Y
	b) Minor Variance	$1,905		Flat Fee		Y
	c) Variance		$3,800	Deposit		Y
32	Zoning/General Plan Compliance Letters	$163		Flat Fee		Y
	Assorted Copies					
33	General Plan, Housing Element, Zoning Code	Online			[d]	N
34	Copies	$0.25		Per Page		N
	Hourly Billing Rate					
35	Planning	$190		Per Hour		Y
36	Contract Services	Actual Cost + 15% Admin Fee		T & M		N

** For deposit based fees the City intends to collect 100% of total cost of service using time and materials billings.

[a] If appeal is successful, appeal filing fee will be returned to appellant.

[b] Amount collected as part of other fees.

[c] Documents are available online. For hardcopy materials use actual printing costs or per page copy fee.

City of Oroville

SHORT-TERM VACATION RENTAL PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Short-Term Vacation Rental Permit Fee				
	a) Administrative Permit	$473			Y
	b) Use Permit (Airbnb, B&B, SRO, Boarding House)	$3,810			Y
2	Technology Fee (% of permit fee)	6%			N

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	LAND DEVELOPMENT				
1	Abandon Street	$1,388			Y
2	Assessment District Setup				
	a) Deposit	$10,885			Y
	b) Per Lot	$33			Y
3	Certificate of Compliance	$653			Y
4	Deferred Improvement Agreement	$408			Y
5	Final Parcel Map Review	$2,612			Y
6	Final Subdivision Map Review	$2,612			Y
7	Flood Plain Letter	$163			Y
8	Grading Permit	$163			Y
9	Grant of License	$163			Y
10	Lot Line Adjustment	$1,306			Y
11	Parcel Merger	$1,306			Y
12	Reversion to Acreage	$5,878			Y
13	Sewer Main Tapping Fee	$653			Y
14	Sewer Service Agreement - Outside	$816			Y
15	Sewer Service Charges				
	a) City	$29.83	per EDU		N
	b) SC-OR	$27.00	per EDU		N
16	Subdivider Agreement	$1,959			Y
17	Site Improvements Plan Check				
	a) Plan Check	3.0%	% of construction cost		N
	b) Construction Inspection	3.0%	% of construction cost		N
18	Transportation Permit	$16 - $90			N

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	ENCROACHMENT				
19	Construction Dumpster	$109			Y
20	Construction Job Trailer	$109			Y
21	Disabled Curb Ramp	$327	each location		Y
22	Drainage Inlet	$327	each location		Y
23	Paving - less than 1,000 sq ft	$163			Y
24	Sidewalk, Curb and Gutter				
	a) Repair, less than 100 lf	$163			Y
	b) New, less than 100 lf	$327			Y
	c) Obstruction	$163	each location		Y
25	Street Repair, less than 500 sq ft	$245			Y
26	Underground Utility, less than 300 lf	$327			Y
27	House Relocating/Moving	$408			Y

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	IMPACT FEES				
28	Traffic Impact Fee				
	a) Single Family	$961	per unit		N
	b) Multi Family	$745	per unit		N
	c) Commercial	$2,091	per 1,000 sq ft		N
	d) Office	$1,105	per 1,000 sq ft		N
	e) Industrial	$575	per 1,000 sq ft		N
29	Facilities Impact Fees				
	a) General Government				
	i) Single Family	$1,135	per unit		N
	ii) Multi Family	$676	per unit		N
	iii) Commercial	$590	per 1,000 sq ft		N
	iv) Office	$770	per 1,000 sq ft		N
	v) Industrial	$286	per 1,000 sq ft		N
	b) Fire				
	i) Single Family	$804	per unit		N
	ii) Multi Family	$648	per unit		N
	iii) Commercial	$507	per 1,000 sq ft		N
	iv) Office	$662	per 1,000 sq ft		N
	v) Industrial	$246	per 1,000 sq ft		N
	c) Law Enforcement				
	i) Single Family	$1,393	per unit		N
	ii) Multi Family	$1,122	per unit		N
	iii) Commercial	$393	per 1,000 sq ft		N
	iv) Office	$514	per 1,000 sq ft		N
	v) Industrial	$192	per 1,000 sq ft		N
	d) Parks				
	i) Single Family	$3,843	per unit		N
	ii) Multi Family	$3,095	per dwelling unit		N
30	Drainage Impact Fee				
	a) Single Family	$2,572			N
	b) Multi Family Per Unit	$1,029			N
	c) Commercial	$1,466			N
	d) Office	$1,440			N
	e) Industrial	$1,388			N
	f) Thermalito	see fee schedule			N
31	Sewer Connection				
	a) Impact Fee	$1,794	per EDU		N
	b) SCOR	$6,638	per EDU		N

City of Oroville

POLICE DEPARTMENT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Alarm Permit	$33			Y
2	Citation Signoff	$20			N
3	Local Record Review	$41			Y
4	Police Report	$20	per report		N
5	CAD Report	$10			N
6	Digital Photographs	$25			N
7	False Alarm Response (Per 12 Month Period)				
	a) General Alarms				
	i) First through 3rd False Alarm	$0			N
	ii) Fourth False Alarm	$75			N
	iii) Fifth and Subsequent False Alarms	$125	each		N
	b) Duress / Holdup Alarms				
	i) First through 3rd False Alarm	$0			N
	ii) Fourth False Alarm	$300			N
	iii) Fifth and Subsequent False Alarms	$450	each		N
7	Hourly Rate				
	a) Officer	$123	per hour	[a]	Y
	b) Detective	$130	per hour	[a]	Y
8	VIN Verification	$25			N
9	Vehicle Repossession Release	$15		[b]	N
10	Impounded/Stored Vehicle Release	$180			Y

[a] Rate for special service requests. Overtime rate.

[b] Amount set by State.

City of Oroville

CULTURAL FACILITIES ADMISSION FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Admissions to C.F. Lott Home Museum				
1	General Admission (12 years and older)	$4			N
2	Senior Discount Admission	$3			N
3	Children Under 12 Years (when accompanied by a paying adult)	Free			N
4	Adult Group Tour Fees (Max. 35)	$50			N
5	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Chinese Temple Complex & Museum				
6	General Admission (12 years and older)	$4			N
7	Senior Discount Admission	$3			N
8	Children Under 12 Years (when accompanied by a paying adult)	Free			N
9	Adult Group Tour Fees (Max. 35)	$50			N
10	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Bolt's Antique Tool Museum				
11	General Admission (12 years and older)	$4			N
12	Senior Discount Admission	$3			N
13	Children Under 12 Years (when accompanied by a paying adult)	Free			N
14	Adult Group Tour Fees (Max. 35)	$50			N
15	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Butte County Pioneer Memorial Museum				
16	General Admission (12 years and older)	$4			N
17	Senior Discount Admission	$3			N
18	Children Under 12 Years (when accompanied by a paying adult)	Free			N
19	Adult Group Tour Fees (Max. 35)	$50			N
20	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Museum Mile Weekend Pass				
21	Museum Mile Weekend Pass to City Museums	$10	per person		N

City of Oroville

CULTURAL FACILITIES ADMISSION FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Admissions to Feather River Nature Center				
22	General Admission - Adults and Children	Free			N
23	Adult Group Tour Fees (Max. 20)	$40			N
24	School Tour Fees				
	a) One Class K2 - K12 Students	$30			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N

City of Oroville

PARK USE RENTAL FEES

	Description	Saturday and Holidays	All Other	Charge Basis	Note	Yearly Adjust
	Sank Park/Lott Home					
	Rental Fees for this park are for 8 hours maximum, park must be vacated by 9:00pm					
1	Wedding Only - Gazebo & Nancy Price Room					
	a) City Residents	$447	$299			Y
	b) Non-Residents	$566	$376			Y
	c) Key Deposit	$92	$92			Y
	d) Cleaning Deposit	$180	$180			Y
	e) Amplification Permit - PA Systems	$54	$54			Y
	f) Alcohol Permit Deposit	$87	$87	per hr, min 3 hrs		Y
2	Reception Only - Patio & Kitchen					
	a) City Residents	$447	$299			Y
	b) Non-Residents	$566	$376			Y
	c) Key Deposit	$92	$92			Y
	d) Cleaning Deposit	$180	$180			Y
	e) Amplification Permit - PA Systems	$54	$54			Y
	f) Alcohol Permit Deposit	$87	$87	per hr, min 3 hrs		Y
3	Wedding & Reception Only - Patio, Kitchen, Gazebo & Nancy Price Room					
	a) City Residents	$903	$599			Y
	b) Non-Residents	$1,132	$751			Y
	c) Key Deposit	$92	$92			Y
	d) Cleaning Deposit	$180	$180			Y
	e) Amplification Permit - PA Systems	$54	$54			Y
	f) Alcohol Permit Deposit	$87	$87	per hr, min 3 hrs		Y
4	General Group Use					
	a) Fundraiser/Event with Admission Charge	$631	$419			Y
	b) Kitchen Rental	$142	$92			Y
	c) Coach Room (Per Person)	$5	$5			Y
	d) Key Deposit	$92	$92			Y
	e) Cleaning Deposit	$180	$180			Y
	f) Amplification Permit - PA Systems	$54	$54			Y
	g) Alcohol Permit Deposit	$87	$87	per hr, min 3 hrs		Y

City of Oroville

PARK USE RENTAL FEES

	Description	Charge	Charge Basis	Note	Yearly Adjust
	Centennial Plaza				
	Electricity is the Only Amenity Offered - No Restrooms!				
1	Wedding and/or Reception	$174			Y
2	Key Deposit (for electrical box)	$38			Y
	Hammon Park				
3	General Park Fee (up to 4 hours)	$54			Y
4	Each Additional Hour	$16			Y
5	Fundraiser	$310			Y
6	Elementary School Events	Free			N
7	Alcohol Permit Deposit	$87	per hr, min 3 hrs		Y
8	Amplification Permit - PA Systems	$60			Y
9	Key Deposit (for electrical box)	$38			Y
10	Water Spigot Deposit	$103			Y
	Rotary Park				
11	General Park Fee (up to 4 hours)	$54			Y
12	Each Additional Hour	$16			Y
13	Fundraiser	$310			Y
14	Elementary School Events	Free			N
15	Rotary Club events at Rotary Park	Free			N
16	Alcohol Permit Deposit	$87	per hr, min 3 hrs		Y
17	Amplification Permit - PA Systems	$60			Y
18	Key Deposit (for electrical box)	$38			Y
19	Water Spigot Deposit	$103			Y
	Hewitt Park				
20	Athletic Courts	$15	per hr, per court		N
21	Picnic Pavillion (up to 3 hours)	$50			N
22	Picnic Pavillion Cleaning/Damage Deposit (refundable)	$100			N
23	Fundraiser	$245			Y
24	Elementary School Events	Free			N
25	Alcohol Permit Deposit	$87	per hr, min 3 hrs		Y
26	Amplification Permit - PA Systems	$60			Y

City of Oroville

PARK USE RENTAL FEES

	Description	Charge	Charge Basis	Note	Yearly Adjust
	Oroville Municipal Auditorium				
29	Rental for the First 12 Hours, Including 1 Staff Person for 8 Hours	$680			Y
30	Staff Person Per Hour After 8 Hours	$38			Y
31	Additional Staff Person Per Hour (Min 1 Hr)	$38			Y
32	Refundable Cleaning Deposit/Security Deposit	$544			Y
33	Alcohol Permit Deposit	$87	per hr, min 3 hrs		Y

City of Oroville

BUSINESS LICENSES

	Description	License Amount	Yearly Adjust
	BUSINESS LICENSES		
1	Arcade	$100	N
2	Auto Dismantlers	$40	N
3	Auction House	$40	N
4	Alarm Permit	$30	N
5	Auto Repair Shop	$40	N
6	Auto/Truck/Trailer Rent	$10	N
7	Auto Repair-2nd Bus 1/2	$20	N
8	Ambulance Service	$25	N
9	Public Bowling Alley	$25	N
10	Barber/Beauty Shop		
	a) Per Shop	$20	N
	b) Per Chair	$5	N
11	Barber/Beauty School	$40	N
12	Circus-Daily	$50	N
13	Communications/Utilities	$20	N
14	Commercial Printing	$40	N
15	Credit Bureau	$40	N
16	Cold Storage	$40	N
17	Card Room Tables	$500	N
18	Dance/Drama School	$40	N
19	Drive in Theatre	$40	N
20	Employment Agency	$40	N
21	Exempt Business	$0	N
22	Gardner	$15	N
23	Golf or Mini Golf	$40	N
24	Hotel-Apts	$20	N
25	Hospital-Rest Home	$25	N
26	Itinerant Merchant	$100	N
27	Peddler/Solicitor	$100	N
28	PRC/Peddler/Solicitor 2-5	$100	N
29	PRN/Peddler/Solicitor 6-10	$100	N
30	Juke Boxes	$10	N

City of Oroville
BUSINESS LICENSES

	Description	License Amount	Yearly Adjust
31	Janitorial Service	$30	N
32	City License Fee (SB1186)	$3	N
33	State License Fee (SB 1186)	$1	N
34	Locksmith	$25	N
35	Limousine Service	$500	N
36	Mobile Home Park	$20	N
37	Moving and Storage	$40	N
38	Manufacturing		
	a) Per Shop	$20	N
	b) Per Chair	$5	N
39	Newspaper Distribute	$20	N
40	Notary Public	$20	N
41	Palmistry	$750	N
42	Pawnbroker	$50	N
43	Physical Fit Studio	$40	N
44	Processing Fee	$10	N
45	Professionals	$30	N
46	Professiona/Employee	$8	N
47	Public Swimming Pool	$40	N
48	Pool Table	$10	N
49	Riding Academy	$40	N
50	Real Estate Broker	$30	N
51	Real Estate Employee	$3	N
52	Recycle-Fixed	$40	N
53	Recycle-Non Foxed	$60	N
54	Roller Rink	$20	N
55	Retail Sales & Misc	$25	N
56	Retail Sales half	$13	N
57	Shooting Gallery	$40	N
58	Seamstress/Tailor	$20	N
59	Travel Agency	$40	N
60	Taxi Owner	$200	N

City of Oroville

BUSINESS LICENSES

	Description	License Amount	Yearly Adjust
61	Taxi Service-Cab Fee	$60	N
62	Taxi Stand	$120	N
63	Mobile Services		
	a) First Vehicle	$45	N
	b) Per Additional Vehicle	$20	N
64	Tobacco Retailer	$36	N
65	Vending Machine	$5	N
66	Video-Pinball	$10	N
	CONTRACTORS		
	License Type		
67	Category A		
	a) 3-Month	$26	
	b) 6-Month	$41	
	c) 1-Year	$56	
68	Category C12		
	a) 3-Month	$26	
	b) 6-Month	$41	
	c) 1-Year	$56	
69	Category C32		
	a) 3-Month	$26	
	b) 6-Month	$41	
	c) 1-Year	$56	
70	Category C34		
	a) 3-Month	$26	
	b) 6-Month	$41	
	c) 1-Year	$56	
71	Category C42		
	a) 3-Month	$26	
	b) 6-Month	$41	
	c) 1-Year	$56	
72	Category B		
	a) 3-Month	$24	
	b) 6-Month	$37	
	c) 1-Year	$51	
73	Category C10		
	a) 3-Month	$22	
	b) 6-Month	$33	
	c) 1-Year	$46	

City of Oroville

BUSINESS LICENSES

Description		License Amount	Yearly Adjust
74	Category C33		
	a) 3-Month	$22	
	b) 6-Month	$33	
	c) 1-Year	$46	
75	Category C36		
	a) 3-Month	$22	
	b) 6-Month	$33	
	c) 1-Year	$46	
76	Category C ALL OTHERS		
	a) 3-Month	$21	
	b) 6-Month	$31	
	c) 1-Year	$41	

City of Oroville

MONTHLY SEWER RATES

YEAR	SCOR	CITY	TOTAL
2019-20	$13.85	$23.56	$37.41
2020-21	$15.85	$23.56	$39.41
2021-22	$17.85	$23.56	$41.41
2022-23	$19.85	$23.56	$43.41
2023-24	$23.85	$23.56	$47.41
2024-25	$24.49	$26.06	$50.55
2025-26	$25.71	$27.88	$53.59
2026-27	$27.00	$29.83	$56.83
2027-28	$28.35	$31.92	$60.27
2028-29	$29.77	$34.15	$63.92

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

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Oroville will hold a public hearing in the Council Chambers of Oroville City Hall, 1735 Montgomery Street, **on Tuesday, July 21, 2026**, **at 5:00 p.m.**, or as soon thereafter as the matter may be heard, to consider the following item:

Resolution Adopting an Updated Schedule of User and Regulatory Fees

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted should be submitted to the City Clerk at least twenty-four (24) hours prior to the hearing.

IF YOU CHALLENGE this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the City Clerk at 1735 Montgomery Street Oroville, CA. 95965.

FURTHER INFORMATION on these items may be obtained at the City Clerk's Office, or by telephone: (530) 538-2535.

Posted by: Kayla Reaster, Assistant City Clerk
Publication Date: Sunday, June 28, 2026

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.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

EMILY MARTIN, ADMIN ASSISTANT PLANNING DIVISION

RE: **FIRST READING OF ORDINANCE NO. 1899 AMENDING OROVILLE MUNICIPAL CODE 17.48 WITH A NEW ENTREPRENEUR-FRIENDLY FEE INCENTIVE PROGRAM**

DATE: **JULY 21, 2026**

SUMMARY

The City Council shall conduct a public hearing and consider an incentive fee policy recommended by the citizen Ad Hoc Business Advocacy Committee that encourages new businesses to re-use the city's vacant commercial spaces.

DISCUSSION

On February 18, 2025, at the request of a group of citizens the City Council created the ad hoc Business Advocacy Committee to reduce potentially overly burdensome permit processes. The goals of the committee included improving the relationship between the city and the business community, ensuring an objective, clear and expeditious permit process, identifying permits and processes that could be made less onerous for applicants, and reducing the number of Use Permits.

The committee met several times and conducted several interviews with businesses and city staff to gather information. The committee's recommendations for Zoning code changes and staff responses were presented to the City Council on April 7th and 24th 2026. At that time the recommendations did not include a new entrepreneur-friendly fee structure. The committee requested that the entrepreneur-friendly fee structure be presented now to align with the Master Fee Schedule Update.

The committee recommends establishing an entrepreneur-friendly fee incentive program to encourage new retail, service, restaurant, and lodging businesses to occupy vacant commercial spaces within the city. Under the proposed program, qualifying businesses establishing in a commercial space that has been vacant for at least six months would receive a reduced Administrative Permit fee of $50 (currently

$463) or a reduced Minor Use Permit fee of $500 (currently $3,729). The City's standard six percent (6%) Technology Cost Recovery Fee would continue to apply.

The proposed incentive would apply only to new businesses operating from a single location within the City and would remain in effect for two years, until June 30, 2028, unless extended by the City Council.

The committee believes reducing the initial cost of establishing a business will encourage the reuse of vacant commercial storefronts, support local entrepreneurship, and stimulate investment in existing commercial corridors.

This fee change ordinance is not a project under CEQA.

FISCAL IMPACT

Adoption of the ordinance will reduce revenue collected from qualifying Administrative Permit and Minor Use Permit applications. Because the program applies only to businesses occupying commercial spaces that have been vacant for at least six months, staff anticipates a limited number of qualifying applications and, therefore, a minimal impact on permit revenue. Increased business activity may also generate additional sales tax and, where applicable, transient occupancy tax revenue, which could partially offset the reduction in permit fee revenue.

ACTION(S) REQUESTED -

1. **FIRST READING OR WAIVER OF THE FIRST READING OF THE ORDINANCE AND CONDUCT A PUBLIC HEARING; AND**
2. **PROVIDE DIRECTION TO STAFF REGARDING EDITS TO DRAFT ORDINANCE AND SCHEDULING OF THE SECOND READING AND ADOPTION.**

ATTACHMENTS

Draft Ordinance No. 1899

CITY OF OROVILLE
ORDINANCE NO. 1899

AN ORDINANCE OF THE CITY COUNCIL ADDING SECTION 17.48.110 OF THE OROVILLE MUNICIPAL CODE ESTABLISHING AN ENTREPRENEUR-FRIENDLY FEE INCENTIVE PROGRAM TO ENCOURAGE THE REUSE OF VACANT COMMERCIAL SPACES.

WHEREAS, the City Council finds that vacant commercial storefronts negatively impact economic vitality, neighborhood character, and sales tax generation within the City; and

WHEREAS, encouraging new businesses to occupy existing vacant commercial spaces promotes economic development, revitalization of commercial districts, increased employment opportunities, and additional sales and transient occupancy tax revenues; and

WHEREAS, the City Council finds that reducing the cost of certain permits for qualifying businesses will encourage investment in vacant commercial properties while maintaining appropriate regulatory review; and

WHEREAS, the City Council desires to establish a temporary incentive program to encourage entrepreneurs and small businesses to locate within the City of Oroville; and

WHEREAS, this ordinance was introduced and read for the first time at a regular meeting of the Oroville City Council held on July 21, 2026; and this ordinance was read for the second time at a regular meeting held on _____**.**

WHEREAS, this ordinance has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the Common Sense Exemption, because it can be seen with certainty that adoption of this ordinance will not result in a direct or reasonably foreseeable physical change in the environment.

NOW, THEREFORE, THAT THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1: **Purpose.**

The City Council hereby finds and determines that the foregoing recitals are true and correct and are incorporated by this reference as though fully set forth herein. The City Council further finds that this ordinance promotes the public health, safety, and welfare by encouraging the productive reuse of existing vacant commercial properties, reducing commercial vacancies, stimulating private investment, supporting local entrepreneurship, expanding employment opportunities, increasing economic activity, and strengthening the City's tax base, while maintaining appropriate regulatory oversight through the City's permitting process..

SECTION 2: **Purpose.**

The purpose of this ordinance is to establish a temporary Entrepreneur-Friendly Fee Incentive Program to encourage the occupancy and reuse of vacant commercial and mixed-use buildings by new retail, service, restaurant, and lodging businesses.

SECTION 3: **Addition to Chapter 17.48.**

Chapter 17.48.110 of the Oroville Municipal Code is hereby added to read as follows:

17.48.110 Entrepreneur-Friendly Fee Incentive Program

A. A qualifying applicant establishing a new retail, service, restaurant, or lodging business within an eligible vacant commercial or mixed-use space shall be eligible for reduced Administrative Permit and Minor Use Permit fees, as established by resolution of the City Council adopting the City's Master Fee Schedule.

B. For purposes of this section:

1. "Eligible Vacant commercial or mixed-use space" means a commercial or mixed-use tenant space that has not been occupied by an operating business for at least six (6) consecutive months immediately preceding submission of the permit application.
2. "New business" means a business operating from a single location within the City of Oroville.

C. The City Planner, or designee, may establish reasonable administrative procedures and application requirements consistent with this section to implement the Entrepreneur-Friendly Fee Incentive Program; and, shall determine eligibility for the fee incentive based upon documentation submitted by the applicant.

D. The reduced permit fees shall apply only to Administrative Permit and Minor Use Permit applications submitted while this program is in effect.

E. Participation in the Entrepreneur-Friendly Fee Incentive Program shall not create any vested right to a reduced fee or other benefit except as expressly provided in this section. Nothing in this section shall be construed to waive compliance with any applicable provision of this Code or any other applicable law.

SECTION 4: **Existing Code Requirements Remain.**

Except as expressly provided herein, all applicable provisions of the Oroville Municipal Code, applicable design standards, building regulations, zoning regulations, and permit requirements shall remain fully applicable.

SECTION 5: **Expiration.**

The provisions of this ordinance shall expire on June 30, 2028 unless they are extended by ordinance adopted by the City Council of the City of Oroville. Applications determined complete prior to June 30, 2028 shall remain eligible for the incentive even if permit processing extends beyond that date.

SECTION 6: **Severability.**

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 7: **Effective Date.**

This ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to its adoption and cause it to be published according to law.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

DAVID PITTMAN, Mayor

ATTEST:

_____

Kayla Reaster, Assistant City Clerk

APPROVED AS TO FORM:

_____

DAVID RITCHIE, City Attorney

Chico Enterprise-Record
P.O. Box 9
Chico, CA 95927
530-896-7714
erlegal@chicoer.com

3520910

CITY OF OROVILLE
ACCOUNTS PAYABLE
1735 MONTGOMERY ST
OROVILLE, CA 95965

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF BUTTE

In The Matter Of
July 2026 - Notice of Public Hearing on 07-21-2026

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA } **SS.**
COUNTY OF BUTTE

The undersigned resident of the county of Butte, State of California, says:

That I am, and at all times herein mentioned was a citizen of the United States and not a party to nor interested in the above entitled matter; that I am the principal clerk of the printer and publisher of

The Chico Enterprise-Record
The Oroville Mercury-Register

That said newspaper is one of general circulation as defined by Section 6000 Government Code of the State of California, Case No. 26796 by the Superior Court of the State of California, in and for the County of Butte; that said newspaper at all times herein mentioned was printed and published daily in the City of Chico and County of Butte; that the notice of which the annexed is a true printed copy, was published in said newspaper on the following days:

07/01/2026

Dated July 01, 2026 at Chico, California

(Signature)

Legal No. **0006977242**

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF OROVILLE

NOTICE IS HEREBY GIVEN that the City of Oroville CITY COUNCIL will hold a public hearing on the projects described below. Said hearing will be held at **5:00 pm on, or a date soon after, Tuesday, July 21, 2026** in the City Council Chambers, 1735 Montgomery Street, Oroville, CA. All interested persons are invited to attend or submit comments in writing.

ENTREPRENEUR-FRIENDLY FEES The Council shall consider an ordinance establishing an incentive fee program to encourage new businesses to occupy vacant commercial spaces. The proposed ordinance would reduce the cost of an Administrative Permit fee to $50 and the Minor Use Permit fee reduced to $500 for qualifying projects. The recommendation will be associated to various sections of the Oroville Municipal Code Title 17.

Additional information regarding the project described in this notice can be obtained from the Oroville Planning Department at 1735 Montgomery Street, Oroville, CA. Anyone desiring to submit information, opinions or objections is requested to submit them in writing to the Secretary of the Planning Commission prior to the hearing, or at the meeting.

Emily Martin, Planning Division Admin Assistant
Publication Date: July 1, 2026

Butte County Mosquito & Vector Control District

Since 1948

2nd Quarter, 2026 **Newsletter**

MOSQUITO SURVEILLANCE

Mosquito numbers are rising across Butte County, and our team is actively working to protect public health. The District continues monitoring for West Nile virus and other mosquito-borne illnesses using mosquito traps, sentinel chickens, mosquito pool testing, and testing of deceased wild birds. We have also detected the return of ***Aedes aegypti***, an invasive mosquito capable of spreading diseases such as yellow fever, dengue, and Zika virus. At this time, there is no local transmission of these viruses in Butte County. Our fully staffed surveillance and control crews are actively treating mosquito breeding sources with targeted larvicide applications to help reduce mosquito populations and nuisance activity throughout the county.



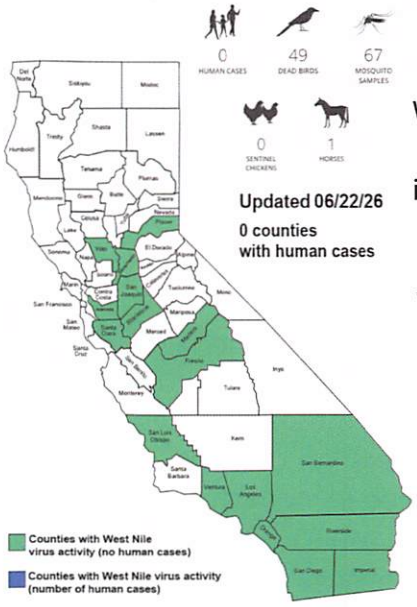
Urban
Storm Drains, Catch Basins, Swimming Pools, Containers, Tires, Gutters, Storm Water Channels

Rural
Roadside Ditches, Pastures, Sewer Ponds, Sumps, Canal Leakage, Containers, Tires, Tree-Holes

Agricultural
Rice, Wetlands, Orchard Runoff, Ditches, Pump Leaks, Containers, Tires, Wildlife Area Ponds

WEST NILE VIRUS ACTIVITY

WestNile.ca.gov
VECTOR-BORNE DISEASE SECTION • CA DEPT OF PUBLIC HEALTH



As of June 23rd, 2026, West Nile virus (WNV) has not been found in Butte County using any of.

WNV has been found in 17 Californian counties. Many in southern California and near the bay area.

AERIAL OPERATIONS

As of June 23rd, 2026, aerial operations has treated 7,085 acres of rice and 2,454 acres of wetlands. The District's aircraft play a vital role in protecting public health across Butte County by providing rapid, large-scale mosquito control treatments in areas that are difficult to access by ground. These aerial operations allow crews to quickly target mosquito populations in wetlands, rice fields, and other breeding habitats, helping reduce the risk of mosquito-borne diseases such as West Nile virus.

7,085 acres Rice

2,454 acres Wetlands



Thrush Aircraft - N533MC - 'Le Frog'

MOSQUITO LIFE CYCLE

There are more than 3,500 species of mosquitoes around the world.

In California, we have about 50 species and of those, only a few are considered public health threats due to their potential to transmit mosquito-borne diseases to humans. People who have been bitten by a mosquito infected with viruses such as West Nile, Saint Louis Encephalitis, Dengue, and Zika may develop life-threatening or life-altering diseases. For the District and residents of Butte County to effectively reduce mosquito populations and the chance of getting a mosquito-borne disease, it is important to understand the habits and behaviors of the different mosquito species.

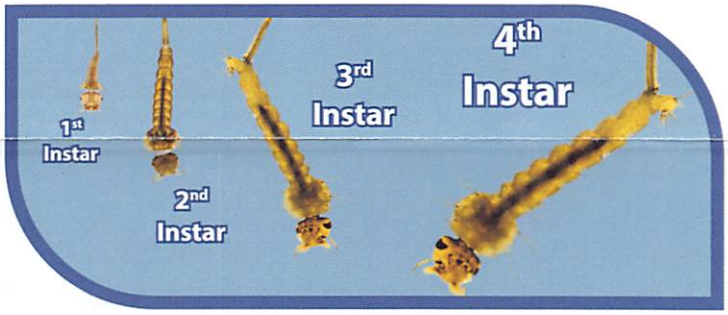
All mosquitoes must have water to complete their lifecycle.

This water can range in quality and it can be in any container imaginable. The mosquito goes through four separate and distinct stages of its lifecycle: egg, larva, pupa, and adult. Some species can go through their entire life cycle in as little as four days.

Egg

Eggs are laid on or near water or where water will be. They may be laid one at a time or stuck together in rafts of 100-300 eggs. Most eggs hatch into larvae within 48 hours of coming into contact with water. Eggs vary in form between different species.



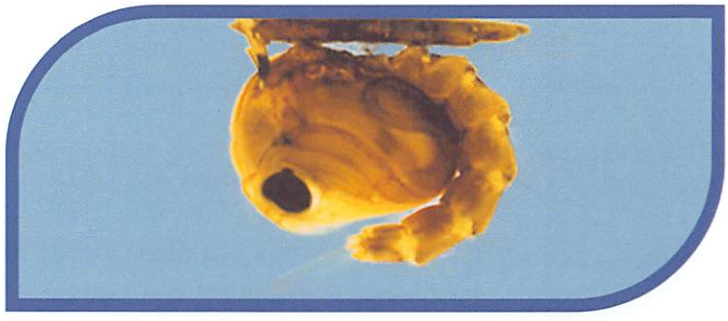


Larva

Larvae live in water and breathe air from the surface. Larvae feed on micro-organisms and organic matter in the water. They shed their skin four times growing larger after each molt. The stages between molts are called instars. When the 4th instar larva molts it becomes a pupa.

Pupa

Mosquito pupae also float at the water surface and breathe air. When disturbed, they dive in a tumbling motion and then float back to the surface. The pupal stage does not eat food. This is the time the mosquito turns into an adult. It takes two days before the adult is fully developed.





Adult

Newly emerged adults rest on the surface of the water for a short time to allow itself to dry before taking flight. Female mosquitoes feed to get a sufficient blood meal to develop eggs. Male mosquitoes feed only on plant nectar. The life span of the adult mosquito usually depends on several factors: species, temperature, humidity, gender, and time of year. Males live shorter lives.

PUBLIC EDUCATION CAMPAIGN

The District's ongoing public education campaign has been off to a strong start with several successful events already completed. The Home & Garden Show, Gold Nugget Craft Faire, Kids Free Fishing Day, and Red Suspenders Days were particularly well-received. These events featured an impressive insect exhibit, showcasing mosquitofish and mosquito larvae, along with complimentary items such as fly and mosquito swatters, tick identification cards, recyclable shopping bags, and mosquito repellent.

The District has partnered with Lamar Advertising on a billboard, bus, and bus stop shelter campaign. This year's slogan is:

"Don't Let Small Bugs Become Big Problems".



Moreover, the District has partnered with Action News Now to produce a 30-second animated public service announcement and to feature the "Skeeter Meter" buzz activity during the weather report, both aimed at raising mosquito awareness and enhancing outreach efforts.

Lastly, the District will continue its outreach through radio and print public service announcements. Radio ads are currently airing on Deer Creek Broadcasting and Results Radio stations, while detailed information on mosquito prevention measures and contact details for the District will be featured in local printed materials.











Butte County Mosquito and Vector Control District
5117 Larkin Road
Oroville, CA. 95965

MISSION STATEMENT

The mission of the Butte County Mosquito and Vector Control District is to protect public health by preventing and reducing mosquito-borne disease, minimizing nuisance mosquito populations, and combating the spread of diseases associated with ticks, fleas, and other vectors. The District accomplishes this through science-based, environmentally responsible control strategies, proactive surveillance, and community education and engagement.

MOSQUITOFISH

Requested by phone or website
Free mosquitofish available for pickup at these locations:



Chico

BCMVCD Substation
444 Otterson Dr.
(530) 533-6038

C Bar D Feeds
68 Transit Way
(530) 342-5361

Magnolia Gift & Garden
1367 East Ave.
(530) 894-5410

Wilbur's Feed
139 Meyers St.
(530) 895-0569

Oroville

BCMVCD
5117 Larkin Rd.
(530) 533-6038

Ace Hardware
1845 Mitchell Ave.
(530) 533-5600

Gridley

Ace Hardware
1626 State Hwy 99
(530) 846-3625

Concow

The Pine's Yankee Hill
11300 Miller Flat Rd.
(530) 534-1265

Butte Valley

Earthworm Soil Factory
2552 Clark Rd.
(530) 895-9676

Hamilton City

Fire Department
4120 1st St.
(530) 826-3355

Paradise

Déjà Vu Gardens
5424 Foster Rd.
(530) 877-7341

Foothill Mill & Lumber
1698 Wagstaff Rd.
(530) 877-3395

CONTACT INFORMATION

Butte County Mosquito & Vector Contol District
5117 Larkin Road, Oroville, CA. 95965
Phone: (530) 533-6038, (530) 342-7350
Fax: (530) 534-9916
www.buttemosquito.com

This institution is an equal opportunity provider and employer.

Housing and Community Services

JUNE 2026

Loan Portfolio Balance: $50,448,665

Number of Loans	348	Loans in Default	4
Late Payment Notices	1	Late Insurance Notices	0
May/June Annual Inspections Complete	50	Annual Certs Received	247

Loans in Default-4

1. 58 La Crescenta-Notice of Default recorded by primary on 10/13/2025. Letter sent to homeowner with no response. This borrower is already in default of Landscape Improvement Loan. Council approved foreclosure or to negotiate a Deed in Lieu of Foreclosure 02/03/2026. No sale has been set. City just discovered a Notice of Recission had incorrectly been recorded as a Recission of Tax Default in 12/22/2025, however the City received a new Notice of Default dated 06/08/2026. A new letter will be mailed to the homeowner.
2. 22 Grand Ave.-Notice of default received 3/27/2026, received payoff from primary lender and council approved foreclosure on 7/7/2026.
3. 1777 7th Ave.-Notice of default recorded 4/27/2026. Owner is working to resolve the default.
4. 3309 Ahsley Ave.-Notice of Default received 5/22/2026. Letter sent to homeowner, requested payoff from primary lender.

Deceased Loan Holder-3

1. 2852 Gawthorne Ave-Death Notice in paper. Passed away 10/7/2025. Letter sent to Estate 12/01/2025. 2nd letter sent to widow. Application was mailed to beneficiary to assume loan. Pending probate hearing on 6/30/2026, sent email to follow-up.
2. 1305 High St.-Father notified City that daughter passed away. A payoff statement was provided. Letter sent to estate to call the loan due. No response.
3. 2236 Del Oro Ave. Preparing letter to send to estate.

City Homes for Sale

1. 9 Midway Dr.-Sale price is set at $269,000.

Loan Portfolio Analysis

1. 58 La Crescenta-Notice of Default recorded by primary on 10/13/2025. Letter sent to homeowner with no response. This borrower is already in default of Landscape Improvement Loan. Council approved foreclosure or to negotiate a Deed in Lieu of Foreclosure 02/03/2026. No sale has been set. City just discovered a Notice of Recission had incorrectly been recorded as a Recission of Tax Default in 12/22/2025, however the City received a new Notice of Default dated 06/08/2026. A new letter will be mailed to the homeowner.

Rehab Loans: 32($1,456,934)	FTHB Loans: 277($19,485,416)
Economic Development Loans: 1($156,657)	Landscape Loans: 2 ($10,812)
Housing Development: 15 ($28,396,729)	City Employee Mortgage: 7 ($236,118)
Lease-to-Purchase: 4($344,743)	Payoff Requests Processed (2026): 28
Loans Repaid FY -24-25: 16	Payoff Received FY 24-25: $1,231,067
Loans Repaid FY -25-26: 12	Payoff Received FY 25-26: $558,660

First Time Home Buyer Program-City Program

Applications Received: 2	Applications under Review: 4
Loans Approved:1	Loans Closed FY 25-26: 11

Owner Occupied Rehabilitation

Applications Received: 2	Applications under Review: 0
Loans Approved: 0	Rehab in Process: 4
Loans Closed FY 25-26: 7	**Waitlist: 2**

Grants Submitted FY24-25 & FY25-26

1. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded 4/1/2026.
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- Both pieces of equipment have been ordered. Awarded 10/24/2025.
4. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence- Awarded 10/27/2025.
5. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study- Awarded 10/27/20525.
6. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded. Total award is $796,654.
7. 2025 HOME Investment Partnership Program Income (PI): $1,524,764 for FTHB- under review
8. 2025 CDBG General Allocation. Foothill Blvd Storm Drain Improvements $3,300,000. Not Awarded.
9.

Current Project Highlights

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

Butte County Department of Development Services
Paula Daneluk, AICP, *Director*
Curtis Johnson, *Assistant Director*

T: 530.552.3700 • F: 530.538.7785
ButteCounty.ca.gov/DDS

COMMUNITY MEETING NOTICE

Airport Zoning Alignment Project

Butte County invites community members to attend an informational meeting about the Airport Zoning Alignment Project.

The purpose of this project is to align the residential zoning of select properties within the Airport Influence Areas of the Oroville Municipal Airport, Chico Municipal Airport, and Ranchaero Airport with the Airport Land Use Compatibility Plan (ALUCP) and the County's Airport Compatibility Overlay Zone. The project is intended to ensure consistency between County zoning regulations and airport land use compatibility requirements.

Most properties are not affected by the proposed zoning amendments. Property owners whose properties may be affected by the project have already been notified separately by mail.

Community members are encouraged to attend the meetings to learn more about the project, ask questions, and provide feedback. Both meetings start promptly.

Oroville Municipal Airport
Community Information Meeting
Wednesday, July 29, 2026
5:00 p.m.
Oroville Municipal Airport
225 Chuck Yeager Way, Oroville, CA 95965

Chico Municipal & Ranchaero Airport
Community Information Meeting
Thursday, July 30, 2026
5:00 p.m.
Public Health Department
2080 E. 20th Street, Chico, CA 95928

For additional information, please contact:

Butte County Department of Development Services – Planning Division
Email: DSPlanning@ButteCounty.ca.gov
Phone: 530.552.3701

Thank you for your interest in this important County planning initiative.