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

March 18, 2025
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

Council Members: Scott Thomson, Chuck Reynolds, 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, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position title: Department Heads and Contract employees.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. PROCLAMATION RECOGNIZING ARBOR DAY IN THE CITY OF OROVILLE

The City Council shall consider adopting a resolution recognizing Arbor Day (April 25, 2025) in the City of Oroville, encouraging community participation in tree planting and preservation efforts.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9358; AND AUTHORIZE THE MAYOR TO SIGN.

2. GATEWAY PROJECT UPDATE

Mark Mendez will provide the City Council an update on progress being made with the City of Oroville Gateway project (project on the northwest corner of Montgomery and Feather River Boulevard).

ACTION REQUESTED –

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 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. FINAL ADOPTION OF THE 2024 LOCAL HAZARD MITIGATION PLAN UPDATE AND INCORPORATION INTO THE OROVILLE 2030 GENERAL PLAN SAFETY ELEMENT

To keep Oroville's eligibility for federal and state disaster assistance, the Council must again adopt Oroville's 2024 Local Hazard Mitigation Plan Update (LHMP) and officially incorporate it into the City's General Plan Safety Element.

ACTION (S) REQUESTED -

1. **ADOPT THE 2024 LOCAL HAZARD MITIGATION PLAN UPDATE AS APPROVED BY BOTH CALOES AND FEMA**
2. **ADOPT RESOLUTION 9359, WHICH INCORPORATES THE NEW DOCUMENT BY REFERENCE IN THE SAFETY ELEMENT OF THE GENERAL PLAN**

2. TITLE VI PROGRAM APPROVAL

The City Council shall consider the approval of a Title VI Program within the City.

ACTION REQUESTED -

APPROVE THE IMPLEMENTATION OF THE TITLE VI PROGRAM.

3. HOUSING SUCCESSOR AGENCY ANNUAL REPORT

Receive and file the Housing Successor Agency Annual Report for Fiscal Year 2023-24.

ACTION REQUESTED -

RECEIVE AND FILE THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2024.

4. HOUSING ELEMENT ANNUAL REPORT

Receive and file the 2024 Housing Element Annual Progress Report.

ACTION REQUESTED -

RECEIVE AND FILE THE HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR 2024.

5. APPROVAL OF REGULAR MEETING MINUTES

The City Council shall consider approving the drafted minutes of March 4, 2025.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

6. 2025 FEDERAL LEGISLATIVE PRIORITY DISCUSSION

The City Council shall consider and provide input on the federal priority document from The Ferguson Group (TFG), who the city has retained for advocacy work at the federal level. TFG met with City Council members and staff and have used their input to draft the attached Federal priority document.

ACTION(S) REQUESTED -

1. APPROVE THE PRIORITY DOCUMENT; OR
2. PROVIDE DIRECTION REGARDING CHANGES TO BE INCLUDED IN THE DOCUMENTS AND RETURN ON APRIL 1, 2025 FOR FINAL CONSIDERATIONS.

7. AWARD OF CONSTRUCTION CONTRACT; HEWITT PARK RENOVATION AND BUDGET ADJUSTMENT

The City Council shall consider awarding construction contract to R&R Horn Contractors, Inc., of Chico for the Hewitt Park Renovation Project and budget adjustment.

ACTION(S) REQUESTED –

1. AWARD CONTRACT TO R&R HORN CONTRACTORS, INC. FOR $4,530,077 AND ALLOCATING $453,008 FOR CONTINGENCIES;

2. APPROVE OF BUDGET ADJUSTMENT FROM THE PARK IMPACT FEES FUND 134 TO CAPITAL PROJECTS FUND 301 IN THE AMOUNT OF $1,826,961 (5/7 VOTE REQUIRED); AND

3. AUTHORIZE MAYOR TO SIGN CONTRACT.

8. AWARD OF CONTRACT; CONSTRUCTION MANAGEMENT SERVICES ON THE HEWITT PARK RENOVATION PROJECT AND BUDGET ADJUSTMENT

The City Council shall consider awarding a contract to Alpha CM, Inc. of Folsom for Construction Management (CM) Services on the Hewitt Park Renovation Project and budget adjustment.

ACTION(S) REQUESTED -

1. AWARD CONTRACT TO ALPHA CM, INC. FOR $425,470 AND ALLOCATING $42,547 FOR CONTINGENCIES;

2. APPROVE BUDGET ADJUSTMENT FROM THE PARK IMPACT FEES FUND 134 TO CAPITAL PROJECTS FUND 301 IN THE AMOUNT OF $468,017 (5/7 VOTE REQUIRED); AND

3. AUTHORIZE MAYOR TO SIGN CONTRACT.

9. EMPLOYMENT CONTRACT AMENDMENT WITH ALYSSA STUTZ, ASSISTANT DIRECTOR OF PUBLIC WORKS / CITY ENGINEER APPOINTING AS INTERIM PUBLIC WORKS DIRECTOR AND TEMPORARILY PLACE ON STEP G OF DEPARTMENT HEAD SALARY SCHEDULE

The City Council shall consider an amendment to the employment contract with Alyssa Stutz, Assistant Director of Public Works / City Engineer, temporarily appointing Ms. Stutz as Interim Public Works Director effective February 19, 2025 and placement at Step G of the Department Head salary schedule at an annual compensation of $166,345.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9360 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ – (AGREEMENT NO. 3509-1).

10. EMPLOYMENT CONTRACT AMENDMENT WITH AMY BERGSTRAND, DIRECTOR – BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT

The City Council shall consider an amendment to the employment contract with Amy Bergstrand, Director – Business Assistance and Housing Development, that would advance Ms. Bergstrand from Step E, $150,123 annual salary to Step G, $166,345 annual salary.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9361 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND – (Agreement No. 3407-3).

11. APPOINTMENT TO THE HOUSING LOAN ADVISORY COMMITTEE

The City Council shall consider appointing Laura Rattanasouk Hix to the Housing Loan Advisory Committee with a term expiring on March 18, 2029.

ACTION REQUESTED –

APPOINT LAURA RATTANASOUK HIX TO THE HOUSING LOAN ADVISORY COMMITTEE WITH A TERM EXPIRING ON MARCH 18, 2029.

12. SPONSORSHIP OPPORTUNITY FOR THE OROVILLE AREA CHAMBER OF COMMERCE ANNUAL DINNER & AWARDS CEREMONY

The City Council shall consider sponsoring the Oroville Area Chamber of Commerce Annual Dinner and Award Ceremony.

ACTION REQUESTED –

1) SELECT A SPONSORSHIP LEVEL TO SUPPORT; OR
2) DO NOT SPONSOR.

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. FIRST READING OF ZONING CODE AMENDMENT (ZC) 24-04, AMENDING SECTION 17.04.060 (DEFINITIONS) AND CHAPTER 17.20 (SIGN REGULATIONS) OF THE OROVILLE MUNICIPAL CODE (OMC)

The City Council will consider approving ZC 24-04, amendments to the City's Sign Code as it pertains to the regulation of freestanding-signs, wall signs, and the processing of sign programs. ZC 24-04 would specifically amend Section 17.04.060 "Definitions," Section 17.20.070 "Requirements for specific types of signs," Section 17.20.080 "Sign programs", Section 17.20.120 "Requirements for commercial and mixed-use districts," Section 17.20.130 "Requirements for industrial districts," and Section 17.20.140 "Requirements for special purpose districts."

ACTION(S) REQUESTED –

1. FIND THAT THE ADOPTION OF THE PROPOSED ORDINANCE IS STATUTORILY EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") UNDER SECTION 15061(B)(3); AND

2. INTRODUCE FOR FIRST READING ORDINANCE NO. 1886 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING THE OROVILLE MUNICIPAL CODE SECTION 17.04.060 "DEFINITIONS," SECTION 17.20.070 "REQUIREMENTS FOR SPECIFIC TYPES OF SIGNS," SECTION 17.20.080 "SIGN PROGRAMS," SECTION 17.20.120 "REQUIREMENTS FOR COMMERCIAL AND MIXED-USE DISTRICTS," SECTION 17.20.130 "REQUIREMENTS FOR INDUSTRIAL DISTRICTS," AND SECTION 17.20.140 "REQUIREMENTS FOR SPECIAL PURPOSE DISTRICTS".

14. PUBLIC HEARING AND ADOPTION OF ORDINANCE 1887 AMENDING CHAPTER 15 OF THE CITY OF OROVILLE MUNICIPAL CODE AND A RESOLUTION OF THE OROVILLE CITY COUNCIL TO AMEND CHAPTER 15 SECTION 15.60.030 AND 15.60.040

The City Council will conduct a public hearing and consider adoption of Ordinance 1887 to amend Chapter 15 updating section 15.60.030 City of Oroville Municipal Fire, and section 15.60.040 Express Findings to align with the 2022 Building Code Standards.

ACTION REQUESTED -

CONDUCT A PUBLIC HEARING FOR, AND ADOPT ORDINANCE NO. 1887 AMENDING TITLE 15, OF THE OROVILLE MUNICIPAL CODE.

15. PUBLIC HEARING AND ADOPTION OF ORDINANCE RELATED TO PROPOSED CHANGES TO THE SALE AND USE OF SAFE AND SANE FIREWORKS

The City Council shall hold a public hearing regarding the adoption of Ordinance 1888 to consider recommended changes specific to Chapter 15.60.030 regarding the future sale and use of fireworks within the City limits.

ACTION(S) REQUESTED -

1. **WAIVE READING OF ORDINANCE; AND**
2. **ADOPT BY TITLE ORDINANCE NO. 1888 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 15.60 OF THE MUNICIPAL CODE TO INCORPORATE CHANGES APPLICABLE TO SAFE & SANE FIREWORKS USE.**

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. Fire Department Statistics Report February 2025
   - ii. Business Assistance and Housing Development Monthly Report February 2025

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on April 1, 2025 at 4:00 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you

wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASSISTANT CITY CLERK**

RE: **PROCLAMATION RECOGNIZING ARBOR DAY IN THE CITY OF OROVILLE**

DATE: **MARCH 18, 2025**

SUMMARY

The City Council shall consider adopting a resolution recognizing Arbor Day (April 25, 2025) in the City of Oroville, encouraging community participation in tree planting and preservation efforts.

DISCUSSION

Arbor Day, which is celebrated on the last Friday in April each year, is an annual observance that promotes the planting, care, and appreciation of trees. First celebrated in 1872, it has since grown into a national tradition aimed at fostering environmental stewardship and urban forestry. The City of Oroville, known for its beautiful natural surroundings and commitment to sustainability, has long recognized the importance of trees in enhancing the quality of life for residents. The City of Oroville's landscape is characterized by its lush greenery, historic oak trees, and the scenic Feather River. Trees provide essential environmental, economic, and social benefits, including:

- Reducing urban heat and providing shade during Oroville's warm summers
- Improving air and water quality
- Preventing soil erosion along the riverbanks and hillsides
- Enhancing property values and aesthetic appeal
- Providing habitat for local wildlife

Oroville has been designated as a Tree City USA, demonstrating its ongoing commitment to maintaining a healthy urban forest. The annual celebration of Arbor Day provides an opportunity to reaffirm this commitment by engaging the community in tree-planting initiatives and educational programs.

This proclamation encourages residents, businesses, and schools to participate in Arbor Day activities and recognize the vital role trees play in creating a healthier and more sustainable Oroville.

FISCAL IMPACT

None

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9358; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution No. 9358

CITY OF OROVILLE
RESOLUTION NO. 9358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, IN RECOGNITION OF ARBOR DAY 2025

WHEREAS, the City of Oroville is blessed with a rich natural landscape, from the scenic Feather River to our abundant parks and green spaces, and trees play a crucial role in preserving our community's beauty and environmental health; and

WHEREAS, trees in Oroville provide much-needed shade during our warm summers, improve air quality, reduce erosion along the Feather River and throughout our rolling hills, and create a welcoming and vibrant city for residents and visitors alike; and

WHEREAS, the residents of Oroville have long understood the importance of trees, from the towering oaks that define our historic neighborhoods to the new plantings that will shape our future; and

WHEREAS, Arbor Day, celebrated on the last Friday of April each year, was first celebrated in 1872 and serves as a reminder of our responsibility to care for and expand our urban forest, ensuring a greener, healthier future for all who call Oroville home; and

WHEREAS, the City of Oroville is proud to be designated as a Tree City USA community, reflecting our commitment to thoughtful urban forestry management and sustainability; and

WHEREAS, celebrating Arbor Day provides an opportunity to educate our community about the benefits of trees, promote stewardship, and encourage businesses, schools, and residents to take part in planting and caring for trees in our City; and

WHEREAS, Oroville's parks, schools, and neighborhoods thrive because of the dedication of our residents who recognize that each tree planted today is an investment in the well-being of future generations.

PASSED, APPROVED, AND ADOPTED by the Oroville City Council at a regular meeting on March 18, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

_____ _____

Kayla Reaster, Assistant City Clerk David Pittman, Mayor

APPROVED AS TO FORM:

_____

David Ritchie, Assistant City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **FINAL ADOPTION OF THE 2024 LOCAL HAZARD MITIGATION PLAN UPDATE AND INCORPORATION INTO THE OROVILLE 2030 GENERAL PLAN SAFETY ELEMENT**

DATE: **MARCH 18, 2025**

SUMMARY

To keep Oroville's eligibility for federal and state disaster assistance, the Council must again adopt Oroville's 2024 Local Hazard Mitigation Plan Update (LHMP) and officially incorporate it into the City's General Plan Safety Element.

DISCUSSION

A current LHMP is a prerequisite for federal disaster assistance from the Federal Emergency Management Agency (FEMA), and for state disaster assistance from the Governor's Office of Emergency Services (CalOES) under the California Disaster Assistance Act (Assembly Bill 2140).

On October 15, 2024, the city adopted Annex D of the complete Butte County Local Hazard Mitigation Plan. The full plan was concurrently developed by the county, all cities and 15 agencies throughout the county. At that time the city needed to adopt the plan prior to its approval by Cal OES and prior to submitting it to FEMA for review. FEMA has now approved the full county LHMP, and the city must again adopt a resolution to officially incorporate it into the Safety Element of our current General Plan.

The 112-page Oroville LHMP has a detailed discussion of and appropriate mitigation measures for likely local hazards, which include possible dam failure, 100-year and 500-year flood events, levee failure, and wildfire (with power failure). For the complete county LHMP see https://www.buttecounty.net/808/Local-Hazard-Mitigation-Plan

Lastly, on November 17, 2020, as also required by AB 2140 the City Council incorporated the 2019 LHMP version and all subsequent LHMP's into the General Plan Safety Element.

Incorporation into the General Plan ensures that both the LHMP and Safety Element are consulted when addressing known hazards to ensure the general health and safety of the people within the City of Oroville. No additional General Plan amendment is needed since the language already incorporates the LHMP by reference:

> "P7.4 Use the Butte County Local Hazard Mitigation Plan as the guide for disaster planning in the Oroville Planning Area".

FISCAL IMPACT

None. Staff drafted the update in-house. Implementation will be in-house.

ACTION REQUESTED -

Staff recommends the following actions:

1. **Adopt the 2024 Local Hazard Mitigation Plan Update as approved by both CalOES and FEMA**
2. **Adopt Resolution 9359, which incorporates the new document by reference in the Safety Element of the General Plan**

ATTACHMENTS

1. Resolution 9359
2. FEMA approval letters (2)

CITY OF OROVILLE
RESOLUTION 9359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING THE 2024 OROVILLE LOCAL HAZARD MITIGATION PLAN UPDATE AFTER APPROVAL BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND RECONFIRMING ITS INCORPORATION INTO THE GENERAL PLAN SAFETY ELEMENT

WHEREAS, the City Council of the City of Oroville recognizes the threat that natural hazards pose to people and property within (local government); and

WHEREAS, the city has prepared a multi-hazard mitigation plan update, hereby known as Annex D (City of Oroville) of the Butte County 2024 Local Hazard Mitigation Plan Update in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2024 Oroville Local Hazard Mitigation Plan Update identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Oroville from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council of the City of Oroville demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Local Hazard Mitigation Plan Update.

WHEREAS, on November 17, 2020, the City Council first incorporated by reference the most current version of the Local Hazard Mitigation Plan into the Oroville General Plan Safety Element and has incorporated all updates since.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OROVILLE CITY COUNCIL THAT:

Section 1. The City Council of the City of Oroville hereby adopts the 2024 Oroville Local Hazard Mitigation Plan Update as approved by the Federal Emergency Management Agency (FEMA), and in accordance with the requirements of AB 2140 incorporates into the General Plan by reference.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on March 18, 2025, 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

U.S. Department of Homeland Secur
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

FEMA

February 14, 2025

Katie Simmons
Deputy Chief Administrative Officer
Butte County Economic & Community Development Office
25 Center Drive, Suite 213
Oroville, CA 95965

Dear Katie Simmons:

The *2024 Butte County Local Hazard Mitigation Plan* was officially adopted by Butte County and submitted for final review and approval to the Federal Emergency Management Agency (FEMA). The review is complete, and FEMA finds the plan to be in conformance with the Code of Federal Regulations, Title 44, Part 201, Section 6 (44 C.F.R. 201.6). A list of the status of participating jurisdictions is enclosed with this letter.

This plan approval ensures Butte County's continued eligibility for funding under FEMA's Hazard Mitigation Assistance programs, including the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities program (BRIC), and the Flood Mitigation Assistance (FMA) program. All requests for funding are evaluated individually according to eligibility and other program requirements. Approved hazard mitigation plans may also be eligible for points under the National Flood Insurance Program's Community Rating System (CRS).

FEMA's approval is for a period of five years, effective the date FEMA received the first adoption documentation. For this plan, documentation was received on February 4, 2025, and is considered approved as of then. Prior to **February 4, 2030**, Butte County and all participating jurisdictions must review, revise, and submit their plan to FEMA for approval to maintain eligibility for grant funding. The enclosed plan review tool provides additional recommendations to incorporate into future plan updates.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J LIPIECKI
Date: 2025.02.14 07:35:32 -08'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2)
Butte County Plan Review Tool, dated February 4, 2025
Status of Participating Jurisdictions, dated February 14, 2025

cc: Alison Kearns, Planning and Implementation Branch Chief, FEMA Region 9
Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

Status of Participating Jurisdictions as of February 14, 2025

Jurisdictions – Adopted and Approved

#	Jurisdiction	Adoption Receipt Date
1	Butte County	February 4, 2025

Jurisdictions – Approvable Pending Adoption

#	Jurisdiction
1	City of Chico
2	City of Biggs
3	Enterprise Rancheria
4	City of Gridley
5	City of Oroville
6	City of Paradise
7	Butte County Fire Safe Council
8	Butte County Resource Conservation District
9	Chico Area Recreation and Park District
10	Durham Irrigation District
11	Lake Madrone Water District
12	North Yuba Water District
13	Paradise Irrigation District
14	Paradise Recreation & Park District
15	Sacramento River Reclamation District
16	South Feather Water and Power Agency
17	Sutter Butte Flood Control Agency
18	Thermalito Water and Sewer District
19	Yankee Hill Fire Safe Council

U.S. Department of Homeland Secur
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

February 14, 2025

Katie Simmons
Deputy Chief Administrative Officer
Butte County Economic & Community Development Office
25 Center Drive, Suite 213
Oroville, CA 95965

Dear Katie Simmons:

The Federal Emergency Management Agency (FEMA) received documentation from the jurisdictions listed below on February 4, 2025, confirming their adoption of the *2024 Butte County Local Hazard Mitigation Plan* and FEMA found all requirements, including plan adoption, to be met.

1. City of Chico
2. Enterprise Rancheria
3. City of Oroville
4. Town of Paradise
5. Butte County Fire Safe Council
6. Butte County Resource Conservation District
7. Durham Irrigation District
8. Lake Madrone Water District
9. North Yuba Water District
10. Paradise Irrigation District
11. Paradise Recreation & Park District
12. Sacramento River Reclamation District
13. Yankee Hill Fire Safe Council

These jurisdictions are in conformance with the Code of Federal Regulations, Title 44, Part 201, Section 6 (44 C.F.R. 201.6). A list of the status of participating jurisdictions is enclosed with this letter.

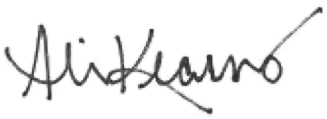
The adoption of this plan ensures these jurisdictions' continued eligibility for funding under FEMA's Hazard Mitigation Assistance programs, including the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities program (BRIC), and the Flood Mitigation Assistance (FMA) program. All requests for funding are evaluated individually according to eligibility and other program requirements. Approved hazard mitigation plans may also be eligible for points under the National Flood Insurance Program's Community Rating System (CRS).

In addition to meeting the requirements under 44 C.F.R. 201.6, the Lake Madrone Water District and Paradise Irrigation District also met the requirements for addressing dam risks and is eligible for the Rehabilitation of High Hazard Potential Dam (HHPD) Grant Program.

The *2024 Butte County Local Hazard Mitigation Plan* is valid for five years from the plan's approval date, February 4, 2025, for all approved participants. Prior to **February 4, 2030**, all participating jurisdictions must review, revise, and submit their plan to FEMA for approval to maintain eligibility for grant funding. The enclosed plan review tool provides additional recommendations to incorporate into future plan updates.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,



Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosures (2)
Butte County Plan Review Tool, dated February 4, 2025
Status of Participating Jurisdictions, dated February 14, 2025

cc: Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

Status of Participating Jurisdictions as of February 14, 2025

Jurisdictions – Adopted and Approved

#	Jurisdiction	Approval Date	HHPD* Requirements
1	Butte County	February 4, 2025	
2	City of Chico	February 4, 2025	
3	Enterprise Rancheria	February 6, 2025	
4	City of Oroville	February 4, 2025	
5	Town of Paradise	February 4, 2025	
6	Butte County Fire Safe Council	February 4, 2025	
7	Butte County Resource Conservation District	February 4, 2025	
8	Durham Irrigation District	February 4, 2025	
9	Lake Madrone Water District	February 4, 2025	Met
10	North Yuba Water District	February 4, 2025	
11	Paradise Irrigation District	February 4, 2025	Met
12	Paradise Recreation & Park District	February 4, 2025	
13	Sacramento River Reclamation District	February 4, 2025	
14	Yankee Hill Fire Safe Council	February 4, 2025	

**Rehabilitation of High Hazard Potential Dams (HHPD) Grant Program*

Jurisdictions – Approvable Pending Adoption

#	Jurisdiction
1	City of Biggs
2	City of Gridley
3	Chico Area Recreation and Park District
4	South Feather Water and Power Agency
5	Sutter Butte Flood Control Agency
6	Thermalito Water and Sewer District

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, ASSISTANT DIRECTOR OF PUBLIC WORKS / CITY ENGINEER**

RE: **TITLE VI PROGRAM APPROVAL**

DATE: **MARCH 18, 2025**

SUMMARY

The City Council shall consider the approval of a Title VI Program within the City.

DISCUSSION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. The implementation of a Title VI Program will ensure compliance with federal regulations, promote equitable access to City services, and enhance public trust by affirming the City's commitment to non-discrimination.

In accordance with federal law, municipalities that receive federal funding must adhere to Title VI requirements. This includes ensuring that City programs, services, and activities are accessible to all members of the community, regardless of race, color, or national origin. By implementing a Title VI Program, the City will:

1. **Establish a Policy Statement**: The City will adopt a clear non-discrimination policy that outlines its commitment to providing equitable services.
2. **Assess Program Areas**: An assessment will be conducted to identify City programs that are most likely to receive federal funding and where the risk of discrimination may exist. This includes evaluating transportation, housing, and community services.
3. **Complaint Process**: A system will be put in place to allow residents to file complaints regarding alleged discrimination based on race, color, or national origin. This process will be accessible, transparent, and responsive.
4. **Training and Education**: City staff will undergo training on Title VI compliance, including how to identify and address discrimination, and how to ensure the equitable delivery of services.

5. **Public Outreach and Engagement**: A communication plan will be developed to inform residents of their rights under Title VI and how to access City programs and services without discrimination.
6. **Monitoring and Reporting**: The City will implement a system for monitoring Title VI compliance and reporting on progress annually to the public and relevant federal agencies.

FISCAL IMPACT

There is no immediate fiscal impact anticipated for the implementation of the Title VI Program. The costs associated with developing and administering the program will primarily consist of staff time for training, the creation of outreach materials, and ongoing monitoring activities. It is expected that these expenses will be absorbed within existing departmental budgets.

However, compliance with Title VI may open opportunities for additional federal funding, which could help offset future administrative costs. Furthermore, by ensuring non-discrimination and access to services, the City will be better positioned to avoid potential legal and financial risks associated with non-compliance.

ACTION REQUESTED -

Staff is requesting that the City Council approve the implementation of the Title VI Program.

ATTACHMENTS

1. Title VI Implementation Plan

CITY OF OROVILLE

TITLE VI IMPLEMENTATION PLAN

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Adopted: _____

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Non-Discrimination Policy Statement

The City of Oroville Public Works Department is fully committed to upholding the principles of Title VI of the Civil Rights Act of 1964 and other relevant anti-discrimination laws. This commitment ensures that no individual shall be excluded from participating in or denied the benefits of any program or activity conducted by the City of Oroville Public Works Department based on race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other protected status under federal or state law.

Moreover, the City affirms that no individual shall face discrimination in any program or activity carried out by the Public Works Department on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by applicable laws.

Compliance with Title VI is a condition for receiving federal funding. The Title VI Coordinator has been designated with the authority to ensure adherence to this policy, as well as to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and associated regulations, including 23 CFR pt. 200 and 49 CFR pt. 21.

Alyssa Stutz, P.E.
Assistant Director of Public Works
City of Oroville

Date

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Non-Discriminatory Legislation

Title VI of the Civil Rights Act of 1964 – Ensures that no individual in the U.S. shall be excluded from participating in or denied the benefits of any program or activity receiving federal financial assistance due to their race, color, or national origin. This protection is enforced through regulations in 23 CFR 200.9 and 49 CFR 21.

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) – Prohibits discrimination based on sex by recipients and sub-recipients of federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 – Bars discrimination against individuals with disabilities by any recipients or sub-recipients of federal funds.

The Age Discrimination Act of 1975 (Sections 6101-6107, Title 42 U.S.C.) – Protects individuals from discrimination based on age by recipients and sub-recipients of federal financial assistance.

The Civil Rights Restoration Act of 1987 (Public Law 100-209) – Clarifies Congress' original intent in enacting Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. This law ensures that the non-discrimination provisions apply to all programs and activities of federal-aid recipients, sub-recipients, contractors, and vendors, regardless of whether the programs are federally funded.

Executive Order 12898 (issued February 11, 1994) – Focuses on Environmental Justice for minority and low-income populations. It requires agencies to develop strategies that address the disproportionate and harmful human health or environmental impacts their programs may have on these communities. This order promotes non-discrimination in federal programs impacting health and the environment, and ensures that minority and low-income communities have access to public information and the opportunity to participate in decisions affecting their health and environment.

Executive Order 13166 (issued August 16, 2000) – Aims to improve access to services for individuals with limited English proficiency (LEP). Agencies are required to assess the services they provide and implement systems to ensure LEP individuals can access these services meaningfully, without compromising the agency’s core mission. The order mandates that recipients of federal financial assistance provide LEP individuals with free access to programs, services, and information.

Roles and Responsibilities

Title VI Coordinator

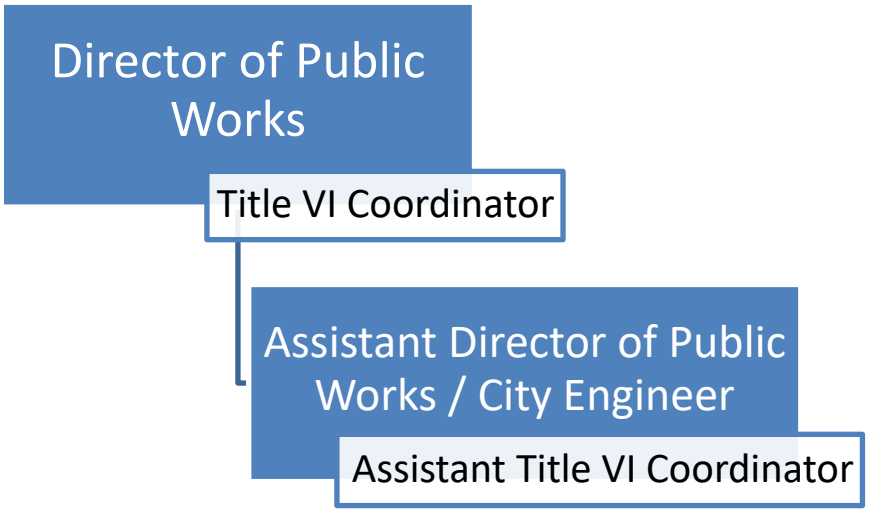
- Program Oversight & Compliance: Ensures the City's Title VI program is fully compliant with the Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and all other applicable jurisdictions.
- Communication: Maintains open lines with the City Manager, City Council, and other city leadership to ensure smooth Title VI program implementation and timely compliance.
- Training & Reporting: Directs staff to coordinate and attend Title VI training, prepares required reports, and distributes Title VI information to the public. Also manages the Title VI complaint process.
- Plan & Reporting: Prepares and coordinates the Title VI Plan and Annual Report submissions.
- Data Collection & Analysis: Develops procedures for collecting and analyzing statistical data on participants and beneficiaries of federally funded projects.
- Complaint Management: Develops and manages the complaint procedures, ensuring all staff are trained in the complaint reporting process.

Assistant Title VI Coordinator

- Deputizing & Program Support: Takes on the responsibilities of the Title VI Coordinator when they are unavailable and supports the overall program's implementation.
- Program Compliance: Works closely with the Title VI Coordinator to ensure that program compliance is met, particularly in relation to staff activities and training.
- Training & Procedure Enforcement: Ensures staff attendance at Title VI trainings and that they follow Title VI procedures when interacting with the public, contractors, and consultants.
- Contractual Oversight: Ensures that Title VI Assurances are incorporated into all Federal-aid contracts and agreements.
- Outreach & Engagement: Assists in the development and implementation of outreach strategies to ensure participation from all groups, analyzing effectiveness to avoid group exclusion.
- Liaison Duties: Works with contractors, public stakeholders, and other relevant parties to maintain Title VI protections. Reports any complaints using the established procedure.

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Title VI Organization Chart



Complaint Procedure

The City of Oroville Public Works Department is dedicated to ensuring that no individual is excluded from participation in or denied the benefits of any program or activity due to discrimination based on race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other characteristic protected under state or federal law. The City is committed to enforcing the provisions of Title VI of the Civil Rights Act of 1964 and related non-discrimination statutes.

Filing a Complaint

If you believe that you have been discriminated against by the City of Oroville Public Works Department, its contractors, consultants, or any other entity acting on behalf of the Department based on any protected category, you may file a Title VI complaint. To file a complaint, please complete the Title VI Complaint Form (Appendix B), available in the City Hall lobby and online at www.cityoforoville.org/TitleVI.

Complaints must be filed within 180 days from the date of the alleged discrimination. To be considered complete, the complaint must include the following information:

- Your full contact information
- The date(s) of the alleged discrimination
- A detailed description of the alleged discriminatory act(s)
- Your signature

Complaint Processing

Upon receipt of the completed complaint form, the Title VI Coordinator will review and log the complaint into the City's Title VI Complaint Log. The Title VI Coordinator will then:

1. Acknowledge receipt of the complaint within 5 business days.
2. Begin an internal investigation into the matter and request any necessary information.
3. Notify the complainant of the investigation's findings within 10 business days.

If the complaint involves a federally funded program or contractor, the Title VI Coordinator will forward the complaint to the appropriate state or federal agency, such as Caltrans or the Federal Highway Administration (FHWA), for further processing.

Complaints Involving Federal or State Agencies

If the complaint involves the California Department of Transportation (Caltrans) or the Federal Highway Administration (FHWA), it may be forwarded to them for investigation. In these cases:

- The Title VI Specialist will forward the complaint to Caltrans within one business day of receiving it.
- If necessary, Caltrans or FHWA will take over the investigation process, which may include reaching out to the complainant for additional information.

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Investigation Process by Caltrans or FHWA

- Caltrans or FHWA will initiate an investigation within 90 days from the complaint's receipt.
- If more information is needed to proceed with the investigation, the agency will contact the complainant and request the required details. The complainant will have 10 business days to provide the requested information.
- If no response is received within the given time, or if the complainant decides not to pursue the matter, the case may be administratively closed.

Once the investigation is completed, Caltrans or FHWA will determine if there has been a violation of Title VI and will notify all parties involved of the findings. The agency may attempt an informal resolution or issue a formal Letter of Finding.

Filing with Federal or State Agencies

- Federal Highway Administration (FHWA)
  U.S. Department of Transportation
  Office of Civil Rights
  1200 New Jersey Avenue, SE, 8th Floor E81-104
  Washington, DC 20590
  www.fhwa.dot.gov

- California Department of Transportation (Caltrans)
  Office of Civil Rights
  Title VI Program Branch
  1823 14th Street, MS 79
  Sacramento, CA 95811
  Email: Title.VI@dot.ca.gov

Simultaneous Complaints with State or Federal Agencies

If a complaint is filed with the City of Oroville and with a state or federal agency at the same time, the state or federal complaint will take precedence. In such cases, the City's Title VI complaint process will be suspended until the state or federal agency issues its findings.

Title VI Outreach and Resources

Table 1: Languages Spoken in City of Oroville

Language Spoken	Language Spoken	Language Spoken (%)	Portion of Group that Speaks English Very Well	Portion of Group That Does Not Speak English Very Well
English Only	15,065	82.1%	15,065 (100%)	0 (0%)
Spanish	1,549	8.4%	977 (63.1%)	572 (36.9%)
Other Indo-European Languages	212	1.2%	133 (62.7%)	79 (37.3%)
Asian and Pacific Island Languages	1,427	7.8%	576 (40.4%)	851 (59.6%)
Other Languages	88	0.5%	58 (65.9%)	30 (34.1%)
Total Population Above 5 Years	**18,341**	100%	16,809 (91.6%)	1,532 (8.4%)

Source: US Census: American Community Survey 2019-2023 5-Year Estimate
https://data.census.gov/table/ACSST5Y2023.S1601?q=languages+spoken+in+Oroville,+CA

Limited English Proficiency

A Limited English Proficiency (LEP) person is someone whose primary language is not English and who has difficulty reading, writing, or understanding English. Under Executive Order 13166, agencies that receive federal funding are required to assess their federally-funded services and develop processes to ensure that LEP individuals can access those services effectively. This executive order also mandates that such agencies create guidance to ensure meaningful access for LEP persons, prepare plans to address language barriers, and provide opportunities for stakeholders to give input.

As indicated in Table 1 above, 8.4% of the population in the City of Oroville is considered LEP. The majority of these individuals speak Asian and Pacific Island languages (7.8%) and Spanish (8.4%). To address this, the City will be conducting an LEP Needs Assessment, as detailed in the City's LEP Plan (Appendix A). The assessment will utilize a Four-Factor Analysis to identify the needs of the LEP community and ensure compliance with Executive Order 13166 by improving access to services.

Title VI Information Dissemination

In order to ensure that Title VI and related Civil Rights information is readily available to the public, the City will develop public notices consisting of posters, flyers, and complaint forms that are available in English, Spanish, and Hmong. The languages selected for the informational materials were based upon language data provided from the US Census; see Table 1 above. Said flyers and posters will be placed in the City Hall lobby, in a highly visible and accessible location. The public notices will also be available for viewing on the City's website, at www.cityoforoville.org/TitleVI.

Environmental Impacts

In compliance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority and Low-Income Populations, City Staff will proactively identify and address the environmental impacts of federally funded projects on minority and low-income communities. Staff will incorporate demographic data into the project design process and actively engage the public to ensure their input is considered in planning and development. This collaborative approach will help assess potential environmental effects on these communities and guide the creation of mitigation strategies to minimize any adverse impacts.

Data Collection and Analysis

City staff will rely on authoritative government sources to collect and utilize demographic and related data, ensuring consistency and accuracy. These sources include, but are not limited to, the U.S. Bureau of Labor Statistics, U.S. Census Bureau, U.S. Bureau of Economic Analysis, California Department of Finance, California Department of Labor, and the California Employment Development Department.

In addition, staff may gather project-specific demographic data through targeted public outreach efforts for state and federally funded projects. Outreach methods may include door hangers, posters, emails, social media posts, press releases to local newspapers, public meetings, virtual forums, and online comments through dedicated project websites. These avenues will provide opportunities to collect valuable demographic data directly from the community.

Title VI Compliance for Federally-Funded Projects

The City's Title VI Coordinator will ensure that all Federally-funded project documents include the required Title VI Assurances and relevant language. These assurances may include, but are not limited to:

- **FHWA Form 1273** (Title VI and other non-discriminatory requirements)
    - Required for all FHWA contracts and subcontracts valued over $10,000.

- **Title VI Assurances, Appendices A-E**
    - Appendices A-E must be attached to Federal-Aid contracts.

Additionally, City staff will incorporate the provisions outlined in the Administering Agency-State Agreement for Federal-Aid Projects Master Agreement within the Local Assistance Program Manual (LAPM) into contracts and agreements between the City and contractors, where applicable.

The City will continue to use the Local Agency Construction Contract Administration Checklist (Exhibit 15-A of the LAPM) to ensure that Disadvantaged Business Enterprise (DBE), labor, and Equal Employment Opportunity (EEO) compliance requirements are met and documented in project files. Exhibit 15-A confirms that these requirements are fulfilled prior to awarding a

construction contract.

Furthermore, the City will utilize the Resident Engineer's Construction Contract Administration Checklist (Exhibit 15-B of the LAPM) for federal-aid projects. This checklist helps administer federal-aid highway construction projects and ensures proper posting of EEO/Wage Rate/False Statements posters, employee interviews in line with the Labor Compliance/EEO interview form, and fulfillment of DBE requirements. City staff will submit Exhibit 15-B, along with the Award Package, shortly after the construction contract is awarded.

Training

The City of Oroville Public Works Department is committed to providing ongoing Title VI and related statute training to Public Works managers, supervisors, and staff who frequently interact with the public in the administration of federal-aid programs. These training sessions will be held at least biennially and within six months of hiring any new employees. The training will be facilitated by the Title VI Coordinator or Human Resources Department and may be delivered through online presentations or through training opportunities provided by Caltrans. In addition, the City will maintain links to Title VI and related statute resources from Caltrans, FHWA, and other relevant agencies on the City's website at www.cityoforoville.org/TitleVI.

The training will cover, at a minimum, the following topics:

- Overview of the City of Oroville's Title VI Implementation Plan and other pertinent documents
- Availability of language assistance services
- Procedures for addressing potential complaints
- Guidance on where to seek assistance for Title VI-related inquiries and concerns

Annual Work Plan

The City of Oroville Public Works Department will develop and monitor an annual work plan to establish program goals and track progress. The Title VI Coordinator will oversee the following key activities: ensuring employee training is completed, maintaining access to language translation services, promoting effective public participation, and ensuring proper Title VI signage is displayed. Additionally, the Title VI Coordinator will update community demographics, maintain communication with relevant state and federal agencies, and address any other Title VI-related requirements as needed.

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Appendix A

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Executive Order 13166 requires Federal agencies to ensure that recipients of Federal financial assistance provide meaningful access to services for Limited English Proficiency (LEP) individuals. As a result, local agencies must ensure that federally-funded programs and activities, which are typically offered in English, are accessible to LEP individuals.

To comply with this requirement, each local agency must conduct an annual assessment to determine whether modifications are necessary to ensure meaningful access for LEP individuals. This assessment, known as the "Four-Factor" analysis, is based on the following key elements:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered.
2. The frequency of LEP contacts.
3. The nature and importance of the programs, services, or activities provided by the City of Oroville.
4. The resources available to serve LEP persons.

Demographics and LEP Population in Oroville

The City of Oroville, located approximately 70 miles north of Sacramento, has an estimated population of 20,000 (Decennial Census). Among this population, 8.4% speak Spanish, while 7.8% speak Asian and Pacific Island languages. Given the significant Hmong population in Oroville, it is likely that the predominant language in the "Asian and Pacific Island languages" category is Hmong.

Four-Factor Analysis

The number or proportion of LEP persons eligible to be served or likely to be encountered:
According to the latest census data, Oroville has a population of approximately 18,341 residents over the age of 5, of which 1,532 (8.4%) are identified as LEP individuals. Among these LEP persons, the majority speak Asian and Pacific Island Languages (851 or 4.6% of the total population with Hmong likely being the dominant language due to the large Hmong community) and Spanish (572 or 3.1% of the population). The remaining 109 (0.6%) individuals speak Other Indo-European languages or other languages.

Table 1: Languages Spoken in City of Oroville's Residents

Language Spoken	Language Spoken	Language Spoken (%)	Portion of Group that Speaks English Very Well	Portion of Group That Does Not Speak English Very Well
English Only	15,065	82.1%	15,065 (100%)	0 (0%)
Spanish	1,549	8.4%	977 (63.1%)	572 (36.9%)
Other Indo-European Languages	212	1.2%	133 (62.7%)	79 (37.3%)
Asian and Pacific Island Languages	1,427	7.8%	576 (40.4%)	851 (59.6%)
Other Languages	88	0.5%	58 (65.9%)	30 (34.1%)
Total Population Above 5 Years	**18,341**	100%	16,809 (91.6%)	1,532 (8.4%)

Source: US Census: American Community Survey 2019-2023 5-Year Estimate
https://data.census.gov/table/ACSST5Y2023.S1601?q=languages+spoken+in+Oroville,+CA

1. **Frequency of Contact with LEP Persons.**

Currently, no formal data has been collected regarding the frequency of contact with LEP individuals at the City. Most interactions with LEP persons occur at the front desk of the City, where residents come for various purposes such as permits, plan reviews, general inquiries, and payments. Based on observations from front-counter staff, the frequency of Spanish-to-English translation is approximately once per week. In contrast, translation requests from Hmong to English are very rare.

The City's Human Resources Department maintains a list of staff members certified as translators for various languages. If staff fluent in Spanish or Hmong are unavailable, City staff will either contact a certified translator or use online translation services.

While Public Works staff does not typically receive translation requests related to federally funded programs or projects, the outreach components of such programs usually provide multilingual resources. If translation services are required, the City is committed to providing these services in a timely manner.

2. **The Nature and Importance of Programs, Services, or Activities Provided**

Based on observations from Public Works staff, requests for translation services related to federally-funded programs, services, or activities are rare. As mentioned earlier, the front counter staff are most likely to encounter LEP individuals who request or require translation assistance.

Although Public Works staff has received very few translation requests for federally-funded projects, programs, or services, they recognize that approximately 10 percent of Oroville's residents are LEP. This suggests that LEP individuals are likely to be stakeholders in any of these programs, services, or projects. In instances where translation services have been needed, staff have provided the necessary services promptly and effectively.

3. Current LEP Resources and Action Plan.

After evaluating the City's current resources available to Limited English Proficiency (LEP) persons, the City has identified gaps and inconsistencies in these resources. The City is committed to addressing these deficiencies through the action plan outlined below.

Action Plan

To ensure compliance with Title VI and Executive Order 13166, the City will make the following publications and services available for LEP individuals:

- Non-Discrimination Policy Statement: The statement will be available in English, Spanish, and Hmong. It will be displayed in the City Hall lobby for easy public access.
- Title VI Rights Poster: Posters will be printed in English, Spanish, and Hmong. These posters will be posted in a highly visible location in the City Hall lobby, with additional copies available for public review and distribution.
- Title VI Complaint Form: Complaint forms will be available in English, Spanish, and Hmong, and will be placed in a visible location in the City Hall lobby.
- Title VI Webpage on City's Website: All Title VI resources will be accessible on the City's website at www.cityoforoville.org/TitleVI.
- Future Planning and Projects: Public Works will ensure that all federally-funded projects and planning documents follow Title VI-compliant outreach methods and related non-discrimination assurances. Outreach materials will be provided in English, Spanish, and Hmong, and translators will be available for any LEP persons who wish to participate or contribute.

Additionally, the Title VI Coordinator will request an updated list of certified translators from the Human Resources Department every six months and will distribute this list to relevant staff. This will ensure prompt access to a translator when needed.

To maintain continuous compliance, the City will regularly review the Title VI Implementation Plan and the Limited English Proficiency Plan, at a minimum when new data from the U.S. Census becomes available. Furthermore, the City will update the plans and resources promptly as new regulations are issued.

Appendix B

TITLE VI COMPLAINT FORM

Title VI of the 1964 Civil Rights Act ensures that no one in the United States will be excluded from participating in, denied benefits from, or treated unfairly in any program or activity that receives federal funding, based on their race, color, or national origin.

If you believe you have experienced discrimination and would like to submit a Title VI complaint to the City of Oroville Public Works Department, please fill out the form below and send it to:

City of Oroville Public Works
1735 Montgomery Street
Oroville, CA 95965
(530) 538-2401
engineering@cityoforoville.org

Name:

Address:

City: State: Zip Code:

Cell: Home:

Name, title, and description of person(s) who allegedly discriminated against you:

Check the box(es) for the type(s) of discrimination that was experienced:

	Race		Sex		Religion
	Color		Age		Sexual Orientation
	National Origin		Disability		Gender Identity
	Other (Please Describe):				

Date(s) that alleged event(s) took place:

Location(s) where the alleged event(s) took place:

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Is the alleged discrimination still ongoing?:

In your own words, please describe the alleged discrimination, explain what happened, and who you believe is responsible:

Please list any person(s) we may contact for additional information to provide further information for your complaint:

Have you filed this complaint with any other federal agency, state agency, federal court, or state court?:

If yes, please check all that apply:

- ☐ Federal Agency
- ☐ State Agency
- ☐ Federal Court
- ☐ State Court

Please provide the name, phone number, and email of the contact persons at the agency/court where the complaint was filed, below:

Please sign and date this form on the lines provided below. If any additional space is needed to provide information about this complaint, please attach the additional information to this form.

Signature: Date:

Appendix D

US DOT Title VI Assurances A-E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding payments to the contractor under the contract until the contractor complies; and/or
2. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the California Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the California Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the California Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the California Department of Transportation, its successors and assigns.

The California Department of Transportation, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the California Department of Transportation will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the California Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

DRAFT

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE.ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination,
(3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the California Department of Transportation will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **HOUSING SUCCESSOR AGENCY ANNUAL REPORT**

DATE: **MARCH 18,2025**

SUMMARY

Receive and file the Housing Successor Agency Annual Report for Fiscal Year 2023-24.

DISCUSSION

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

Housing Successor staff and consultants have prepared a Housing Successor Agency Annual Report for the Fiscal Year ("FY") ending June 30, 2024. This report is being presented to City Council to receive and file and will be submitted to HCD.

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

HOUSING SUCCESSOR AGENCY ANNUAL REPORT SUMMARY

Low- and Moderate-Income Housing Asset Fund

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

- Real properties,
- Personal property

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

As of June 30, 2024, the Housing Asset Fund had a cash balance of $3,003,800 and a total portfolio value of $7,239,586. Most of the asset value is from loans receivable that are due to the Housing Successor.

The Housing Successor deposited $2,576,561 in revenues throughout FY 2023-24, which includes interest income, leases, loan payments, and miscellaneous revenues. For FY 2023-24, the expenditures were primarily administrative costs equating to $95,891 in total funds used.

Property Disposition

Upon the dissolution of redevelopment, the former Agency transferred 19 real properties and associated rental income to the Housing Successor. Since dissolution, 6 additional real properties were taken back by the Housing Successor because the loans defaulted and resulted in foreclosure.

Outstanding Inclusionary and Replacement Housing Obligations

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

Income & Age Proportionality

If housing successors expend money on projects, State law requires at least 30% to be spent on extremely low-income rental housing in a five-year period, among other restrictions. Additionally, State law also sets a 20% maximum on assisting 60-80% AMI units. State law also sets a limit of 50% on the portion of publicly assisted deed-restricted rental housing that may be restricted to seniors. During FY 2023-24, the Housing Successor had expenditures in the amount of $100,000 for a permanent supportive housing project for extremely low-income households. As a result, this complies with the five-year income proportionality targets requirements.

Excess Surplus

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

For FY 23-24, the Housing Asset Fund had a beginning cash balance of $2,748,335. The sum of deposits in the prior four years is $2,960,684. The amounts reported did not accumulate an excess surplus during FY 2023-24.

Homeownership Unit Inventory

State law requires the annual report to contain an inventory of any homeownership units assisted by the Housing Successor that require restrictions, covenants, or an adopted program that protects Housing Asset Fund monies. The Housing Successor oversees 124 homeownership units with affordability restrictions.

FISCAL IMPACT

These are informational items with no fiscal impact.

RECOMMENDATION

Receive and file the Housing Successor Agency Annual Report for fiscal year ending June 30, 2024.

ATTACHMENTS

Attachment 1: Housing Successor Agency Annual Report for Fiscal Year 2023-24.

HOUSING SUCCESSOR ANNUAL REPORT
City of Oroville Housing Successor

Fiscal Year 2023-24

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INTRODUCTION

This Housing Successor Agency Annual Report ("Annual Report") presents information on Fiscal Year ("FY") 2023-24 expenditures and activities as required by Health and Safety Code ("HSC") Section 34176.1(f), including but not limited to a housing successor's compliance with certain expenditure activities over the year as well as a five- and ten-year planning period.

HOUSING SUCCESSOR

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

SCOPE OF THIS HOUSING SUCCESSOR ANNUAL REPORT

This Annual Report is limited to the City's activities as it relates to its role as a housing successor. This may include, but is not limited to, financial activities, property disposition, loan administration, monitoring of covenants, and affordable housing development. This Annual Report describes compliance with various annual, five-year, and ten-year housing expenditure and production requirements. FY 2023-24 is the fifth year of the current five-year compliance period for income proportionality, which began July 1, 2019, and ended June 30, 2024.

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

ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR

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

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

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

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

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

BACKGROUND

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

LEGAL REQUIREMENTS ABOUT HOUSING SUCCESSORS

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

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

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

PERMITTED USES OF HOUSING ASSET FUNDS

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

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

  The $200,000 per year adjusted for inflation in FY 2023-24 is $263,100 according to HCD. The Housing Successor's FY 2023-24 Portfolio value was $7,239,586, of which five percent is $361,979. The FY 2023-24 administrative cost limit is the higher figure of $361,979.

- **Homeless prevention and rapid rehousing services** up to $250,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012. The City is eligible for this expense because the former Agency had met its inclusionary housing and replacement housing production requirements upon dissolution.

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

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

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

Over each five-year compliance period, the current one beginning July 1, 2019, at least 30 percent of such development expenditures must assist extremely low-income households (30% of AMI), while no more than 20 percent may assist low-income households (between 60-80% of AMI). The balance of the funds may be used on very low-income households (defined as households earning between 30% and 60% of AMI).

The Housing Successor was in compliance during the first five-year compliance period which was from January 1, 2014, through June 30, 2019. The second, and current, five-year compliance period is from July 1, 2019, to June 30, 2024.

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

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

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

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

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

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

- **One-Year Limits:** Administrative Allowance and Homeless Prevention Allowance. Compliance is evaluated annually and resets every year.
- **Five-Year Limit:** Expenditures by Income Level. Compliance is evaluated over a fixed five-year period set by law, the current period being July 1, 2019, to June 30, 2024.
- **Ten-Year Limit:** Number of Senior Deed-Restricted Units Assisted. Compliance is evaluated based on a rolling ten-year period that is different every year, the current period being July 1, 2019 to June 30, 2030.

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

LIMITS ON THE ACCUMULATION OF HOUSING FUNDS (EXCESS SURPLUS)

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

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

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

Only amounts more than this threshold are considered an excess surplus. Once an excess surplus is determined, a housing successor must account for these funds separately and encumber said monies within three years. If after the third year, the excess surplus has not been fully encumbered, the remaining

balance of the excess surplus is to be transferred to HCD within 90 days. HCD is permitted to use these transferred excess surplus funds anywhere in the State under its Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

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

HOUSING ASSET FUND ACTIVITY

This section summarizes the Housing Asset Fund activities of the Housing Successor for FY 2023-24.

DEPOSITS AND FUND BALANCE

The Housing Successor deposited $2,576,561 into the Housing Asset Fund during FY 2023-24 from a variety of sources as shown in Table 1 below.

Table 1: Housing Asset Fund Deposits, FY 2023-24

Balance Type		Amount
Interest Revenue	$	98,431
Loan Fund Interest		42,628
Fed Grants		138,965
Other Fees		-
Interfund Transfers		2,047,267
Refund and Reimbursements		72,215
Misc. Revenue		27,046
Loan Principal Payments		150,009
Lease to Own Payments		-
Total	$	2,576,561

Source: City of Oroville, Fund 221 Revenue Report (06/30/24)

EXPENDITURES

The Housing Successor expended $95,891 in FY 2023-24, all on administrative costs. Significant expenses were salaries, health insurance, and outside services.

ENDING CASH AND FUND BALANCE

The Housing Asset Fund balance as of June 30, 2024, was $3,003,800, as summarized in Table 2 below.

Table 2: Housing Asset Fund - Ending Balance as of June 30, 2024

Balance Type	Amount
Cash	$ 3,104,786
Accounts Receivable	-
Interest Receivable	20,106
Loans Receivable	6,852,772
Real Property Inventory	386,814
Accounts Payable	(121,093.06)
Unearned Revenue	(6,852,771.76)
Unearned Real Property Inventory	(386,814.05)
Lease 15% Housing	-
Ending Balance	**$ 3,003,800**

Source: City of Oroville Fund 221 Balance Sheet (06/30/24)

HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio includes 9 properties and 42 loans receivable transferred from the former Agency. The Portfolio had a value of $7,239,586 as of FY 2023-24, as detailed in Table 3 below.

Table 3: Housing Successor Real Property and Loans Receivable Portfolio

Asset	Amount
Real Properties	
Value of Real Properties	386,814
Subtotal	*$386,814*
Loans Receivable	
Value of Loans Receivable	6,852,772
Subtotal	*$6,852,772*
Total Portfolio Value	**$7,239,586**

Source: City of Oroville Fund 221 Balance Sheet (06/30/24)

REAL PROPERTY AND DISPOSITION STATUS

The Agency originally transferred 19 real properties to the City on the HAT form. Since then, an additional 6 real properties were taken back by the Housing Successor because the loans defaulted and resulted in foreclosure. Table 4 below describes each property and its current development or disposition status.

As of FY 2023-24, twenty-two properties have been sold or transferred. The City will continue to evaluate each of the remaining three properties taking several factors into consideration, including whether it is more beneficial to develop properties to provide housing, or to receive sales proceeds to spend on affordable housing activities within the expenditure limitations set by HSC Section 34176.1.

Table 4: Properties Transferred from the Former Redevelopment Agency

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

COMPLIANCE WITH EXPENDITURES & PRODUCTION LIMITS

During FY 2023-24, the Housing Successor was in compliance with all annual and five- to ten-year planning period requirements as described in this section.

PROPORTIONALITY REQUIREMENTS

The Housing Successor fully complied with the Housing Asset Fund spending restrictions during the previous five-year compliance period of January 1, 2014, through June 30, 2019.

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

- The Housing Successor expended $95,891 on allowable administrative costs and was below the maximum limit amount of $361,979. The annual limit is greater than $200,000 plus inflation or 5% of the Housing Successor Portfolio balance. As shown in Table 3 earlier, the Portfolio balance is $7,239,586, of which 5% is $361,979.

- Since no homeless prevention or rapid rehousing expenses were made in FY 2023-24, the Housing Successor was therefore in compliance with the $250,000 spending restriction.

- For FY 2023-24, the Housing Successor had expenditures of $100,000 for a project that is designated to extremely low households with permanent supportive housing. This complies with the five-year income proportionality targets.

Table 5: Fiscal Year 2023-24 Housing Asset Fund Expenditures

	Annual Limit Expenditures		Five-Year Limit Expenditures		
	Admin/ Monitoring [1]	*Rapid Rehousing*	*<30% AMI*	*31-59% AMI*	*60-80% AMI*
Prior Year's Compliance					
FY 2019-20	$239,671	$0	$0	$0	$0
FY 2020-21	$126,709	$0	$0	$0	$0
FY 2021-22	$174,860	$0	$0	$0	$0
FY 2022-23	$97,837	$0	$900,000	$0	$0
FY 2023-24	$95,891	$0	$100,000	$0	$0
Totals	$734,968	$0	$1,000,000	$0	$0
	Compliance Period (FY 2023-24)		**Five-Year Period (FY 2019-20 through FY 2023-24)**		
Total Expenditures	$95,891	$0	$1,000,000	$0	$0
SB 341 Limitation	$361,979	$250,000	>30%	N/A	<20%
Compliant (Yes/No)	**Yes**	**Yes**	**Yes**	**N/A**	**Yes**

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

Source: City of Oroville

The Housing Successor will ensure it meets all expenditure requirements going forward, throughout this five-year compliance period of July 1, 2019, through June 30, 2024, and future five-year compliance periods.

Failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50 percent of the remaining funds be spent on extremely low-income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in the Housing Successor not being able to expend any funds on this income category until in compliance.

SENIOR RENTAL HOUSING LIMIT COMPLIANCE

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

Table 6: Deed Restricted Units Assisted in Last 10 years

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

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

Source: City of Oroville

EXCESS SURPLUS

The Housing Asset Fund may not accumulate an "excess surplus", which is an unencumbered amount that exceeds the greater of $1 million or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing. Table 7 shows that the Housing Successor has not accumulated an excess surplus amount during FY 2023-24. The encumbered amount of $1,979,628 is for an extremely low permanent supportive housing project for the Veterans Housing Development Corporation and includes expenses.

Table 7: Excess Surplus FY 2023-24

Step 1: Determine Unencumbered Cash Balance From Financials				
FY 23-24 Beginning Cash Balance		$ 2,748,335		
Less: Encumbered Funds		$ 1,979,626		
Unencumbered Amount			**$**	**768,709**
Step 2: Determine Greater of $1M or Last 4 Deposits				
$1 Million, or		$ 1,000,000		
Last 4 years' deposits		$ 2,960,684		
FY 2022-23	*$ 485,527*			
FY 2021-22	*$ 642,784*			
FY 2020-21	*$ 951,996*			
FY 2019-20	*$ 880,377*			
Result: Larger Number			**$**	**2,960,684**
Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any				
(1) Unencumbered Amount		$ 768,709		
(2) Less: Larger Number From Step 2		$ 2,960,684		
Excess Surplus				**None**

Source: City of Oroville

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

OTHER INFORMATION

TRANSFERS TO OTHER HOUSING SUCCESSORS

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

HOMEOWNERSHIP UNIT INVENTORY

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

APPENDIX 1 – HOUSING ASSET TRANSFER FORM

The HAT form is attached as a separate document.

APPENDIX 2 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

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

APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
Administration and Compliance Monitoring *Annual Limit*	**$361,979 maximum** for FY 2023-24 (limit varies each year)	Administrative activities such as: • Professional services (consultant fees, auditor fees, etc.) • Staff salaries, benefits, and overhead for time spent on Housing Successor administration • Compliance monitoring to ensure compliance with affordable housing and loan agreements • Property maintenance at Housing Successor-owned properties Capped at $200,000 adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.
Homeless Prevention and Rapid Rehousing Solutions *Annual Limit*	**$250,000 maximum** per fiscal year	• Services for individuals and families who are homeless or would be homeless but for this assistance, including: • Contributions toward the construction of local or regional homeless shelters • Housing relocation and stabilization services including housing search, mediation, or outreach to property owners • Short-term or medium-term rental assistance • Security or utility deposits • Utility payments • Moving cost assistance • Credit repair • Case management • Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.
Affordable Housing Development	No spending limit, but must comply with income and age targets	"Development" includes: • New construction • Acquisition and rehabilitation • Substantial rehabilitation • Acquisition of long-term affordability covenants on multifamily units • Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
	Income Targets *Fixed Five-Year Compliance Period* *(FY 2019-20 to 2023-24)*	Every five years (currently FYs 2020-2024), Housing Asset Funds must meet income targets: • At least 30% on extremely low-income rental households (up to 30% AMI or "Area Median Income") • No more than 20% on low-income households (60-80% AMI) Moderate and above moderate-income households may not be assisted (above 80% AMI). Failure to comply with the extremely low-income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.
	Age Targets *Rolling Ten-Year Period*	For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors. If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.

APPENDIX 4 – HOMEOWNERSHIP UNIT INVENTORY

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

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

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

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **HOUSING ELEMENT ANNUAL REPORT**

DATE: **MARCH 18, 2025**

SUMMARY

Receive and file the 2024 Housing Element Annual Progress Report.

DISCUSSION

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

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

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

APR SUMMARY

Housing Development Activity

In the 2024 APR, Tables A and A2 of Attachment 1 summarize housing development activity for the 20234calendar year (January 1 – December 31) as follows:

- Table A Development Applications: The City had 3 housing applications that were submitted proposing 176 units.

- Table A2 Building Permits Issued: The City issued 1 building permits for 303 housing units with 303 of those units being finished in the calendar year 2024.

Progress Meeting RHNA

Table B of Attachment 1 summarizes the City's progress in meeting its RHNA allocation for the 2022 to 2030 planning cycle. Based on the number of housing units issued from 2022 to 2030, the City has a remaining need of 364 RHNA units as detailed below.

Regional Housing Needs Allocation Progress

Income Level	RHNA Allocation (2022 to 2030)	2022	2023	2024	Total	Remaining Need
Very Low	171					171
Low	6					6
Moderate	73			72	72	1
Above Moderate	375	5	114	1	120	255
Total	**625**	**5**	**114**	**73**	**192**	**433**

1. The RHNA is based on permits issued, not those that have obtained a Certificate of Occupancy (COO). City issued (COO) for 233 very low income units, 59 low income units, and 11 above moderate income units. City will be reaching out to the State Department of HCD to ask how to receive credit for COO obtained in 2024.

Although not mentioned in Table 1, the APR data analyzed by HCD reports the extremely low category to have a remaining need of 18 units. This number is of ½ the Very-Low Income category, which has the remaining units of 35. City staff will encourage opportunities to develop more units in the other income categories to help meet its RHNA allocation through 2025.

Housing Element Program Status

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

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

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

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

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

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

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

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

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

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

FISCAL IMPACT

These are informational items with no fiscal impact.

RECOMMENDATION

Receive and file the Housing Element Annual Progress Report for 2024.

ATTACHMENTS

Attachment 1: Annual Progress Report for 2024.

Please Start Here

General Information	
Jurisdiction Name	Oroville
Reporting Calendar Year	2024
Contact Information	
First Name	Amy
Last Name	Bergstrand
Title	Housing Director
Email	abergstrand@cityoforoville.org
Phone	(530) 538-2584
Mailing Address	
Street Address	1735 Montgomery Street
City	Oroville
Zipcode	95965

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

Click here to download APR Instructions

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

v_03_03_25

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

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

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

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

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

Submittal Instructions

Please save your file as Jurisdictionname2024 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2024

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

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

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

Jurisdiction	Oroville	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	06/15/2022 - 06/15/2030

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	72
	Non-Deed Restricted	0
Above Moderate		1
Total Units		73

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	5
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	73	297
Accessory Dwelling Unit	0	0	1
Mobile/Manufactured Home	0	0	0
Total	**0**	**73**	**303**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	2	73

Housing Applications Summary	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	176
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

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

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

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

Ministerial and Discretionary Applications	# of	Units
Ministerial	0	0
Discretionary	3	176

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	1
Number of Units in Projects Permitted with a Density Bonus	72

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

Jurisdiction	Oroville	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	(6/30/2022 - 06/15/2029)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	176	176	0	0						
	031-110-042	80 Tuscan Villa Dr, Bldg 13	The Grove Luxury Apartments	B2407-031	5+	R	7/1/2024	0	0	0	0	0	0	174	174			NONE	No	No	Pending	Discretionary	
	013-010-023	N/A	NSF 1200 SQFT	B2301-039	SFD	O	1/18/2023	0	0	0	0	0	0		0			NONE	No	No	Pending	Discretionary	
	035-510-013	2745 Myers St	Convert Detached Garge to ADU	B2303-071	ADU	O	3/20/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	035-153-010	3698 Spencer Ave #A	Convert Detached Garge to ADU 576 SQFT	B2304-128	ADU	O	4/28/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	035-097-009	2685 B St.	NSF 2 Story W/Attached ADU	B2305-051	ADU	O	5/11/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	033-420-001	3612 Oro Dam Blvd E	Legalize Existing 455 SQFT Apt Unit	B2308-060	SFA	O	8/28/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	031-390-003	105 E Grand Ave	Garage conversion into kitchen	B2407-053	SFD	O	7/20/2024	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	035-510-081	2715 El Noble	Single Family Residence	BR24-12-0073	SFD	O	12/30/2024	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	

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Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement						
1					2	3	4						
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0
	033-420-001	3612 Oroville Dam Blvd E		B2308-060	5+	O	0	0	0	0	0	0	0
	031-053-068	223 Table Mountain Blvd	Riverbend II	B2110-004	5+	R	0	0	0	0	0	0	0
	031-053-068	219 Table Mountain Blvd	Riverbend II	B2110-005	5+	R	0	0	0	0	0	0	0
	031-053-068	217 Table Mountain Blvd	Riverbend II	B2110-006	5+	R	0	0	0	0	0	0	0
	031-053-068	215 Table Mountain Blvd	Riverbend II	B2110-007	5+	R	0	0	0	0	0	0	0
	031-150-079	145 Nelson Ave	Prospect View PSH	B2201-037	5+	R	0	0	0	0	0	0	0
	031-051-060	100 Jay Blue Dr Bld 2	Table Mountain I	B2202-012	5+	R	0	0	0	0	0	0	0
	031-051-060	100 Jay Blue Dr Bld 1	Table Mountain I	B2202-013	5+	R	0	0	0	0	0	0	0
	031-110-043	135 Tuscany Dr	Olive Ranch 3 (Senior)	B2202-028	5+	R	0	0	0	0	0	0	0
	035-040-056	3300 Lincoln Blvd Bld 1	Lincoln Village	B2212-052	5+	R	0	0	0	0	0	0	0
	035-040-056	3300 Lincoln Blvd Bld 2	Lincoln Village	B2212-053	5+	R	0	0	0	0	0	0	0
	035-040-056	3301 Lincoln Blvd Bld 3	Lincoln Village	B2212-054	5+	R	0	0	0	0	0	0	0
	031-051-060	100 Jay Blue Dr Bld 3	Table Mountain II	B2304-031	5+	R	0	0	0	0	0	0	0
	031-051-060	100 Jay Blue Dr Bld 4	Table Mountain II	B2304-032	5+	R	0	0	0	0	0	0	0
	030-570-021	23 Susan Ct (NSF)		B1901-020	SFA	O	0	0	0	0	0	0	0
	030-570-040	108 Christian Ave (NSF)		B1901-091	SFA	O	0	0	0	0	0	0	0
	035-191-021	2455 Greenville St (NSF)		B2202-023	SFA	O	0	0	0	0	0	0	0
	035-165-025	2725 Elgin St (NSF)		B2207-047	SFA	O	0	0	0	0	0	0	0
	035-165-024	2727 Elgin St (NSF)		B2207-048	SFA	O	0	0	0	0	0	0	0
	035-074-003	2127 A St #A		B2304-053	ADU	O	0	0	0	0	0	0	0
	031-150-059 & 031-150-119	131 Nelson Ave	Nelson Pointe Apartments	24-01	5+	R	0	0	0	0	0	0	0

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

		Affordability by Household Incomes - Building Permits									Affordability by Hou			
5	6	7							8	9	10			
Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted
	0	0	0	0	0	72	0	1		73	233	0	59	0
	0	0	0	0	0	0	0	1	2/28/2024	1	0	0	0	0
	0	5	0	0	0	0	0	0	4/6/2022	5	5	0	0	0
	0	5	0	0	0	0	0	0	4/6/2022	5	5	0	0	0
	0	24	0	0	0	0	0	0	4/6/2022	24	24	0	0	0
	0	0	0	14	0	0	0	0	4/6/2022	14	0	0	14	0
	0	39	0	0	0	0	0	1	6/8/2022	40	39	0	0	0
	0	13	0	0	0	0	0	1	6/29/2022	14	13	0	0	0
	0	19	0	15	0	0	0	0	6/29/2022	34	19	0	15	0
	0	36	0	15	0	0	0	1	6/9/2022	52	36	0	15	0
	0	20	0	0	0	0	0	0	6/27/2022	20	20	0	0	0
	0	20	0	0	0	0	0	0	6/27/2022	20	20	0	0	0
	0	20	0	0	0	0	0	1	6/27/2022	21	20	0	0	0
	0	0	0	15	0	0	0	1	6/22/2023	16	0	0	15	0
	0	32	0	0	0	0	0	0	6/22/2023	32	32	0	0	0
	0	0	0	0	0	0	0	1	1/14/2019	1	0	0	0	0
	0	0	0	0	0	0	0	1	2/1/2019	1	0	0	0	0
	0	0	0	0	0	0	0	1	6/21/2022	1	0	0	0	0
	0	0	0	0	0	0	0	1	2/21/2023	1	0	0	0	0
	0	0	0	0	0	0	0	1	2/21/2023	1	0	0	0	0
	0	0	0	0	0	0	0	1	8/30/2023	1	0	0	0	0
	0	0	0	0	0	72	0	0	1/25/2024	72	0	0	0	0

ısehold Incomes - Certificates of Occupancy						Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction
			11	12	13	14	15	16	17	18	19
Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*
0	0	11		303	73						
0	0	0		0	0	NONE	N				
0	0	0	2/28/2024	5	5	NONE	N	LIHTC, CDBG			55
0	0	0	2/28/2024	5	0	NONE	N	LIHTC, CDBG			55
0	0	0	2/28/2024	24	0	NONE	N	LIHTC, CDBG			55
0	0	0	2/28/2024	14	0	NONE	N	LIHTC, CDBG			55
0	0	1	2/7/2024	40	39	NONE	N	RDA			55
0	0	1	2/27/2024	14	8	NONE	N	LIHTC			55
0	0	0	2/27/2024	34	0	NONE	N	LIHTC			55
0	0	1	5/20/2024	52	6	NONE	N	LIHTC			55
0	0	0	10/10/2024	20	2	NONE	N	IIG, LIHTC, RDA			55
0	0	0	10/11/2024	20	2	NONE	N	IIG, LIHTC, RDA			55
0	0	1	10/12/2024	21	2	NONE	N	IIG, LIHTC, RDA			55
0	0	1	10/4/2024	16	0	NONE	N	LIHTC			55
0	0	0	10/4/2024	32	8	NONE	N	LIHTC			55
0	0	1	5/22/2024	1	0	NONE	N				
0	0	1	5/22/2024	1	0	NONE	N				
0	0	1	3/8/2024	1	0	NONE	N				
0	0	1	3/8/2024	1	0	NONE	N				
0	0	1	3/8/2024	1	0	NONE	N				
0	0	1	9/16/2024	1	0	NONE	N				
0	0	0		0	1	NONE	N		DB		

Demolished/Destroyed Units			Density Bonus				Notes
20			21	22	23	24	25
Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
0							
							LIHTC-9%, CDBG-DR (County)
							LIHTC-9%, CDBG-DR (County)
							LIHTC-9%, CDBG-DR (County)
							LIHTC-9%, CDBG-DR (County)
			34.3%	0	Development Standards Modification	Yes	Reduced parking by 9 spaces to 117, increased maximum building height

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

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

Income Level		1 RHNA Allocation by Income Level	Projection Period Projection Period - 12/31/2021-06/14/2022	2 2022	2023	2024	2025	2026	2027	2028	2029	2030	3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Very Low	Deed Restricted	171	-	-	-	-	-	-	-	-	-	-	136	35
	Non-Deed Restricted		136	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	6	-	-	-	-	-	-	-	-	-	-	37	-
	Non-Deed Restricted		37	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	73	-	-	-	72	-	-	-	-	-	-	72	1
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		375	-	5	114	1	-	-	-	-	-	-	120	255
Total RHNA		625												
Total Units			173	5	114	73	-	-	-	-	-	-	365	291

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5 Extremely low-Income Need		2022	2023	2024	2025	2026	2027	2028	2029	2030	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*	86		-	-	1	-	-	-	-	-	-	1	85

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

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

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

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

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

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

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

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Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

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

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Policy 1.1 Encourage Home Ownership	Action 1.1.1: Provide homebuyer and first-time homebuyer assistance up to $100,000 or 45% of the purchase price of the home; whichever is less. The maximum purchase price allowed is $375,00; for each qualified household, with a goal of assisting five units per year. However, these terms are subject to change with program guideline chnages and a city council action item.	Application to be made annually, subject to the State application cycle.	Due to the HOME Program on Hold at State level, the City had to disencumber both the 2018 and 2019 allocations of $2,000,000 total. The City applied for $500,000 with the 2023 NOFA and is awaiting award notification. The program has not yet restarted with the ability to use either grant funds nor program income funds. City recieved $1,000,000 in 2020 CDBG NOFA and has expended 100% of it. The 2023 was never release from programs and the City applied for and was awarded $1,500,000 of CDBG Program Income Only funds to use for FTHB and related general administration.
Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.	Action 1.2.1: Continue to work with the Butte County Homeless Coalition Continuum of Care Coalition to reduce the number of homeless individuals in the area.	Throughout the planning period.	City Council has a member and alternate member on the Butte County CoC which meets at a minimum monthly to further CoC objectives that are then brought back to the city council and city staff to consider. City has been awarded $2,733,374 in 2022 Encampment Resolution Funding to partner with the Oroville Rescue Mission to create a pallet shelter for the unhoused in the City limits. There will be pallet shelters that can house up to two individuals and congregate shelter that will house up to 40. Various services will also be provided. Staff intends to apply for round ERF 2 funding. City applied for and was awared$1,730,450 of 23 Encampment Resolution funding to add additional beds to expend up to 120 beds. Shelter plans to open spring 2025. City has also implemented a Housing Navigator program that will work with law enforcement and the Department of Social Services to identify needs of homeless individuals.
Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.	Action 1.2.2: Ensure that City zoning regulations for emergency shelters, transitional and supportive housing, and Single Room Occupancy (SRO) housing facilitate these uses consistent with state law, and provide assistance with grant applications for the development of new facilities to serve the homeless.	Continue to assist sponsors with applications for special needs housing on a project-by-project basis throughout the planning period.	On _____, on the advice of the City Attorney, the City Council suspended work on updating the city's zoning regulations for emergency shelters, transitional and supportive housing, and SRO housing to bring them into compliance with state law. Pending an update from the City Attorney, who has been closely monitoring legal and legislative activity in this area, the city is complying with state law with regard to permitting these facilities. The city is actively assisting the Mission Esperanza project including with grant applications, which is under construction and will create a new 105-bed homeless pallet shelter.
Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.	Action 1.2.3: Maintain and publicize a comprehensive listing of housing developments that serve low-income households, persons with disabilities, and other special needs populations.	The City provides updated lists to public entities and special service organizations annually and as requested. Additionally, the list is updated and posted on the City's website and shared with the Butte County Housing Authority as changes occur.	In addition to existing information and active participation in the Butte County Continuum of Care program, the Oroville Community Development Coalition, an ad hoc citizen group led by Oroville's council member Shawn Webber has just published a directory called "Hope for Those in Need". The directory lists addresses and phone nmbers for recovery programs, homeless services, sober living environments, domestic violence, family planning, behavioral health, youth and senior programs, and employment and veterans services.
Policy 1.3: Continute to facilitate the provision for housing for persons with disabilties and for persons with limited or restricted mobility to enhance accessibility and mobility.	Action 1.3.1: In accordance with the requirements of SB 520, the City will continue to allow for administrative approval of exceptions in land use regulations to provide reasonable accommodations for housing for persons with disabilities.	Continue to process requests for reasonable accommodation expeditiously throughout the planning period.	Ordinance No. 1804 also created an administrative mechanism for a disabled person to file a request for reasonable accommodation to make specific housing available to one or more individuals protected under the Fair Housing Laws. See OMC 17.08.160
Policy 1.4: Facilitate the production of farmworker housing in the City.	Action 1.4.1: Continue to ensure that local zoning, development standards, and permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections 17021.5 and 17021.6.	Throughout the planning period.	Ordinance No. 1804 also included provisions to allow farmworker and migrant housing consistent with Health and Safety Code Section 17021.6. The City will work with the Housing Authority of Butte County to determine if Farmworker housing Is needed in the City of Oroville jurisdication.
Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.	Action 2.1.1: Continue to monitor the development review process to ensure that the City's review and approval (timing and cost) do not constrain residential development including multi-family and housing affordable to low- and moderate- income households. If the City's review and approval processes are found to unreasonably constrain development, the City will take action to amend the process or establish guidelines and other mechanisms to promote increased application certainty and reduce processing time to the extent feasible.	Annual review as part of the Housing Element Annual Report.	The City offers concurrent processing to streamline the development process and the zoning ordinance provides development incentives for low income housing including fast-track processing and desity bonuses. Pre-application / development review meetings help to minimize processing times by bringing all applicable agencies/City departments to one meeting to discuss a project, giving developers all information upfront to ensure a successful project completion. This process has worked successfully during the last 4 years as the city has approved and built over 800 low income housing units during that time. Another 61 senior units are ready to start construction.

Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.	Action 2.1.2: Track Housing Element implementation progress as part of the annual housing report submitted to the State Department of Housing and Community Development (HCD).	Submit update annually in accordance with state law.	In compliance.
Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.	Action 2.1.3: Periodically survey development application, plan check and inspection fees, impact fees and utility connection fees of other cities in the Butte County area to ensure that these City fees are reasonably related to the cost of services provided.	Fee surveys every two years.	On April 21, 2015 the City Council adopted Resolution No. 8353 updating its development impact fees in accordance with the findings of the City of Orovile Development Impact Fee Report completed by Willdan Financial Services on April 16, 2015. Starting in 2022, the city has annually updated its fee schedule. the city also works closely with the various local water and sewer providers, and routinely advocates affordable rates.
Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).	Action 3.1.1: Perform regular updates to the City's GIS system to track development and maintain an accurate list of vacant residential land in the City.	Annual updates	The City regularly maintains a list of vacant lands that are shared with the development community and updaged by GIS Staff. The city continues to have plenty of vacant residential, commercial, and industrially zoned land for new development.
Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).	Action 3.1.2: Continue to implement the no net loss provisions of AB 2292 to ensure the availability of adequate sites to accommodate the City's share of regional housing needs throughout the planning period.	Ongoing throughout the planning period.	On March 15, 2015, the City Council adopted an update to the City's zoning code and map which rezones many properties to conincide with the General Plan land use designations approved by the City in 2009. Many properties previously zoned for strictly commercial purposes now permit multi-family, high-density residential development via the city's mixed use zoning.
Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).	Action 3.1.3: Coordinate an annual workshop with the Oroville Economic Development Corporation and its members to identify the housing needs of employees in the community in order to ensure that the City's land use plans support development of housing suitable for the local workforce as part of the City's overall economic development program.	Annual workshops throughout the planning period.	The City meets regularly with the members of the OEDC, now renamed the Oroville Economic Alliance. We continue to hear that the city needs more market rate housing for the mix of employees existing and being proposed.
Policy 3.2: Provide technical assistance to developers, nonprofit organizations, or other qualified private sector interests in seeking federal and state financing for affordable housing, including units affordable to extremely low income households and supportive housing for persons with developmental disabilities.	Action 3.2.1: The City will actively work with interested developers to identify sources of funding and provide technical assistance in seeking fudning for the construction of new affordable multi-family housing, including units for large family households, extremely-low-income households, and persons with developmental disabilities. Funding to be pursued includes tax-exempt mortgage revenue bonds; HCD's Multifamily Housing Program; and low-income housing tax credits (LIHTC). The CIty shall also assist by providing letters of support for funding applications during the application process to increase the changes of a project receiving a funding award.	Monitor grant funding opportunities annually, provide assistance to affordable housing developers upon request, and continue to notify developers of funding opportunities as they arise throughout the planning period.	The City continues to work with the Veteran Housing Development Corporation to develop a supportive housing, multifamily project for low-income, 60% and below AMI Veterans. Also, the City has donated land to the Veterans Housing Development Corporation in order for them to build 12 townhomes to sell to income qualified Veterans. City surplused 1275 Mitchell to transfer the land to VHDC to devop multif family apartments for extremly low income veterans.(approved by the State) City approved a predevelopment and construction loan in the amount of $1,750,000 for this project. VHDC intends to apply for additinal grant funding during 2024. City worked with developers, who applied and were award tax credits for 5 affordable, mulit-family projects and are in the process of building 312 low-very low income units to Oroville over the next two years, many of which are now occupied. City worked with developers to apply for AHSC grant award but were unsuccessful.
Policy 4.1: Protect existing residential neighborhoods from deterioration and encroachment of incompatible or potentially disruptive land uses and/or activities.	Action 4.1.1: Seek code enforcement grants to augment current code enforcement activities to supplement the graffiti removal program, to fund neighborhood clean-up fairs, and general code enforcement and community beautification efforts. Utilize neighborhood resources, including neighborhood groups to supplement City code enforcement activities. Where possible, link code enforcement activities to available funding for improvements and correction of violations.	Throughout the planning period.	The City created a new Code Enforcement Division that will be proactive in identifiying code related issues, citing and enforcement codes. City is currently suplementing the general fund with CalOES funds to assist with the hiring or additional code enforcement officers. City also applied for and received $500,000 in CDBG funds for Neighborhood Cleanup program that employees worker trainees to facilitate projects and cleanup campaigns around the Oroville City Limits.

Policy 4.2: Ensure adequate public facilities to support the development of housing.	Action 4.2.1: Install an upgrade public service facilities (streets, curb, gutter, drainage facilities, and utilities) to encourage increased private market investment in declining, deteriorating and infrastruction-deficient neighborhoods.	Continuous and ongoing throughout the planning period.	The City if continually evaluating public facilities to ensure they are not declining or deteriorating. Major infrastructure improvements to sewer, storm water, and roads are based on condition, demands, and future needs. Impact fees are used to make the infrastructure investments to support growth, infill, and desification. The City and SCOR, the sewer treatment facility for the area,has been looking for and applying for grant funding to prepare for an expansion in order to keep up with the growth in the City since the Camp Fire and well as to run more efficiently. ongoing
Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.	Action 4.3.1: To the extent funding is available, purchase abandoned homes, and provide rehabilitation assistance to improve deteriorated neighborhoods.	Annual grant applications.	The City was awarded Permanent Local Housing Allocation (PLHA) funds for an owner-occupied rehabilation program. The total 5-year allocation is for approximateky $686,316. The housing stock that the city has accumulated by Foreclosure have been approved for transfer to the Veterans Housing Development Corp in order for them to sell to low and extremly low income veterans. To date, 4 properties have been declared exempt surplus land by the City and approved by the State and transferred.
Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.	Action 4.3.2: The City shall continue to support the Owner Occupied Single Family Rehabilitation Program. The City expects to fund the rehabilitation of approximately 5 units over the next planning period.	Continuous and ongoing.	The City has was awarded 2020 CDBG Owner-occupied Rehab funding. This funding expired in May of 2024. City iscurrently utilzing PLHA funds for owner-occupied rehab loans in oroville for AMIs up to 120%.
Policy 4.4: Encourage the preservation of the existing affordable housing stock in the City.	Action 4.4.1: Continue regular contact with the California Housing Partnership Corporation (CPHC). The City will continue to pursue State and Federal funding sources such as the HOME, CDBG, and multi-family housing program (MHP) to assist the preservation of at-risk units. The City shall maintain dialogue with developers and on-site managers and shall continue to be a source of information and technical assistance to potential purchasers and tenants of properties that ocuid potentially convert to market rate. Ensure that all owners and managers of affordable housing are provided with applicable state and federal laws regarding notice to tenants of the owner's desire to opt-out or prepay.	Throughout the planning period.	This program will be continued as funding becomes available.
Policy 5.1: Support the intent and spirit of equal housing opportunity and the Fair Housing Act.	Action 5.1.1: Require that all recipients of locally administered housing assistance funds acknowledge their responsibilities under fair housing law and affirm their commitment to the law. Coordinate and host regular workshops as a supplement to a tenant/landlord education program to provide managers, real estate professionals, and tenants about fair housing laws, race and disability discrimination, and familial status protections. Publicize fair housing and dispute resolution information through flyers/brochures in the lobby of City Hall, in the library, community cneters, senior centers, local social service offices, real estate offices, mortgage offices, management offices of housing complexes, and on the City's website.	The City will engage in continuous and long term monitoring of properties in receipt of locally administered housing funds to ensure compliance; annual workshops.	This program is continuous and ongoing. City staff has attended updated fair housing training.
No Name	Action 5.1.2: The City shall engage in a public noticing campaign to inform persons with disabilities of any age of their ability to locate in senior citizen independent living facilities that are funded with federal funds.	Public noticing campaign with materials updated annually.	The City currently has information materials for available senior housing options. The City works with Butte County Housing Authority, Community Action Agency, and other special interest groups to update the information annually. This program is continued.
Policy 6.1: Encourage residential energy conservation through required compliance with current building codes and incentives for voluntary conservation efforts.	Action 6.1.1: The City shall continue to require, at a minimum, that all new residential development comply with the energy conservations requirements of Title 24 of the California Administrative Code.	Throughout the planning period.	This remains a requirement enforced by the City's Building Department.
No Name	Action 6.1.2: Assist in publicizing utility incentives for energy conservation through flyers and on the City's website.	Annual updates to flyers.	On February 2, 2016 the City Council has approved to include properties within the City of Oroville in three different Property Assessed Clean Energy (PACE) programs. 1)Ygrene Works, 2) HERO, and 3) Open PACE.

Jurisdiction	Oroville	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

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

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

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

Jurisdiction	Oroville	
Reporting Period	2024	31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

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

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

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

Jurisdiction	Oroville	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

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

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

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

Jurisdiction	Oroville	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Period	6th Cycle	06/15/2022 - 06/15/2030

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				2	3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Oroville	
Reporting Period	2024	(Jan. 1 - Dec. 31)

NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns

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

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Butte County jurisdictions, please format the APN's as follows:999-999-999-999

Table H
Locally Owned Surplus Sites

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

Jurisdiction	Oroville	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

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

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note:

Cells in gre

Table J

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

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

Jurisdiction	Oroville	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

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

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

Jurisdiction	Oroville	
Reporting Year	2024	(Jan. 1 - Dec. 31)

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

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

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

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Infrustructure Planning	$55,000.00	$11,244.20	Other (Please Specify in Notes)	None	final requests being prepared
Blight Study	$10,000.00	$10,810.00	Completed	Other	SB2

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

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	72
	Non-Deed Restricted	0
Above Moderate		1
Total Units		73

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	233
	Non-Deed Restricted	0
Low	Deed Restricted	59
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		11
Total Units		303

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

March 04, 2025
MINUTES

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will held a Closed Session on the following:

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

2. Pursuant to Government Code Section 54954.5, the Council met with the City Attorney and City Administrator to discuss Existing Litigation. (1 Case) Case Name: *Transplant Hero vs. Mid Valley Title and Escrow Corp et. al.,* Butte County Superior Court Case #23CV02907

OPEN SESSION

1. **Announcement from Closed Session** – Direction given; no action taken.

2. **Pledge of Allegiance** - Led by Council Member Goodson

3. **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

4. **New Staff Introductions** – Ruth Duncan, Director of Finance/Assistant City Administrator introduced Josh Dodson, Accounting Manager.

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: The CameraMan; Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports:

   Council Member Johnstone: Spoke on a Youth Event held Friday, February 28, 2025. Over 80 children came with their friends and family. There are plans to do a quarterly Youth event. Food and clothing closet to open soon.

   Vice Mayor Smith: Reminded the public that the Arbor Day celebration will be held Saturday, March 15, 2025 at the Oroville Convention Center from 10AM-4PM, with a performance at 12PM. Feather Fiesta Day planning meetings will begin tomorrow morning in Council chambers at 8AM.

   Mayor Pittman: Reported on the Executive Committee meeting held on February 25, 2025 in which Capital Improvement Projects and Planning Commission applications were discussed.

2. Administration Reports

   Brian Ring, City Administrator: Announced that the RFP for the Corp Yard has closed, there were 3 bids submitted. The annual Goals and Priorities Workshop will be scheduled for April 8, 2025 at the Table Mountain Golf Club.

   Kayla Reaster, Assistant City Clerk: Provided the Council with an update on AB1170.

   Ron Belser, Director of Code Enforcement: Provided the Council with a department statistical update for the month of February.

   Alyssa Stutz, Assistant Director of Public Works/City Engineer: Gave kudos to the Public Works team. Announced that the CMMS kickoff meeting was held. SR162 project is wrapping up by March 21, weather dependent. The Lott Home should receive its fresh paint soon. Taxiway lighting at the airport has been completed. Museum weekend attendance numbers were down a bit this year in comparison to last year. Radar trailer will be put on Spencer and Burlington in Southside Oroville. Lastly, the RFP for the Table Mountain Blvd and Washington Ave corridor is closing soon.

   Patrick Piatt, Director of Community Development: Updated that he is currently working with Council Member Goodson on a Clean Up Day event in South Oroville. It is scheduled to occur on April 26, 2025.

   Jason Wines, Interim Chief of Police: Ali Khan, an Oroville Police Officer has been selected as Officer of the Year.

CONSENT CALENDAR

Consent calendar **items 1 - 8** were adopted in one action by the Council.

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. CONSIDER AND ADOPT THE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION, OROVILLE MANAGEMENT ASSOCIATION, OROVILLE POLICE OFFICER'S ASSOCIATION BOTH SWORN AND NON-SWORN TO INCREASE THE CITY'S CONTRIBUTION TO MEDICAL INSURANCE

The City Council adopted Resolution No's. 9053, 9054, 9055 - Resolutions Of The Oroville City Council Authorizing And Directing The Mayor To Execute Side Letter Agreements With The Oroville City Employee's Association, Oroville Management Association, Oroville Police Officer's Association Both Sworn And Non-Sworn Units**.**

2. NON-FORECLOSURE OF CITY-OWNED 785 BIRD STREET

The City Council directed staff not to foreclose on property located at 785 Bird Street (APN 012-121-006).

3. REVIEW AND ADOPTION OF THE UPDATED 2025 SALARY SCHEDULE REALIGNING THE PLACEMENT OF POSITIONS ON SCHEDULE AND MAKING ONE COST OF LIVING ADJUSTMENT

The City Council approved the revised salary schedule as presented.

4. MITCHELL AVENUE AND BRIDGE STREET EMERGENCY CULVERT REPAIR BUDGET ADJUSTMENT

The City Council adopted Resolution No. 9356 and authorized a supplemental appropriation from the contingency fund in the amount of $86,520.00 into 100.1170.6210 for storm drain maintenance.

5. ADVANCED APPROVAL OF ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT ASSISTANCE

The City Council approved the acceptance of the AIG in the amount of $298,281.00 (once offered) for airport crack seal schedule a and b and remark runway 13-31; and approved the city "match" expenditure of $15,699.00 plus the federally ineligible expenditure of $6,405.00, for a total of $22,104.00.

6. NORTHSTAR TASK ORDER NO. 20 – FOOTHILL BOULEVARD SURVEY AND STORM DRAIN REPLACEMENT

The City Council approved Task Order No. 20 to NorthStar Engineering for the design of an approximately 960-foot section of storm drain replacement, and associated laterals, along Foothill Boulevard.

7. FIRST READING OF ORDINANCE 1885 AMENDING CHAPTER 15 OF THE CITY OF OROVILLE MUNICIPAL CODE OF THE OROVILLE CITY COUNCIL TO AMEND CHAPTER 15 SECTION 15.60.030 AND 15.60.040

The Council introduced Ordinance 1885 to amend Chapter 15 updating section 15.60.030 City of Oroville Municipal Fire, and section 15.60.040 Express Findings to align with the 2022 Building Code Standards, and waived the first reading of the ordinance.

8. APPROVAL OF FEBRUARY 18, 2025 REGULAR MEETING MINUTES

The City Council shall approved and adopted the Regular Meeting Minutes of February 18, 2025.

REGULAR BUSINESS

9. COMMUNITY MEMBER APPOINTMENT TO THE OROVILLE PLANNING COMMISSION

The City Council appointed Joshua Hamilton to the Planning Commission with a term that expires on march 4, 2029 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

10. 2025 STATE AND FEDERAL LEGISLATIVE PRIORITY DISCUSSION

The City Council approved the priority documents as presented by the State 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

11. RESOLUTION DECLARING CITY OF OROVILLE AS A NON-SANCTUARY CITY

The following member(s) of the public submitted public comment on this item: The CameraMan; and Kimberlee Michl.

The City Council adopted Resolution No. 9357 with section 7 removed, and an additional sentence added. They also approved a letter of support of SB 554. Additionally, staff were instructed to look into the possibility of co-litigating with the City of Huntington Beach on this matter by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Thomson

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

NOES: None

ABSTAINED: None

ABSENT: None

12. UPDATE ON NEW HIGH FIRE SEVERITY ZONES ISSUED BY THE CALIFORNIA STATE DEPARTMENT OF FORESTRY (CALFIRE)

The newly updated Fire Hazard Severity Zones for the City of Oroville are part of the statewide effort to ensure that communities are equipped to handle the growing threat of wildfires. The City Council received this information and heard public input on the matter.

13. PROPOSED CHANGES TO OROVILLE MUNICIPAL CODE REGARDING THE SALE AND USE OF SAFE AND SANE FIREWORKS

The following member(s) of the public submitted public comment on this item: Henry Sanchez; Jonathan Taylor; and Dennis Revell.

The City Council directed staff to hold a public hearing on March 18, 2025 regarding changes to the Oroville Municipal Code, Section 319 regarding the future sale and use of fireworks within the City limits.

14. UPDATED SURPLUS ASSET DISPOSAL PROCEDURE

The City Council received an update on an Updated Surplus Asset Disposal Procedure. This item was informational only.

15. BEDROCK PARK UPDATE

The City Council received an update on the Bedrock Park project.

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

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment submitted.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Discussion on public bathrooms, and their condition, and

   Request to look into the Fresno encampment ordinance to see if it could help polish up our own ordinance.

2. Correspondence

   i. Business Assistance and Housing Development Monthly Report January 2025

ADJOURN THE MEETING

The meeting was adjourned at 7:56PM.

Brian Ring, City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **2025 FEDERAL LEGISLATIVE PRIORITY DISCUSSION**

DATE: **MARCH 18, 2025**

SUMMARY

The City Council shall consider and provide input on the federal priority document from The Ferguson Group (TFG), who the city has retained for advocacy work at the federal level. TFG met with City Council members and staff and have used their input to draft the attached Federal priority document.

DISCUSSION

The City recently entered into agreements with The Ferguson Group for advocacy work at the federal level. Meetings were held with Council members and City Department Heads on January 28 and January 29 to gather information on the needs of the City. Since that time, staff have been working with them to assemble a federal legislative priority document. The document will provide a basis for federal advocacy throughout 2025.

The document is intentionally crafted in a broad nature to allow staff the flexibility to work on matters that come up throughout the year (creating advocacy letters for example), however, do cover many of the key priorities for the City that were articulated in the various meetings. These priorities include, but are not limited to the following:

- Infrastructure (drainage, curb, gutter and sidewalk) in South Oroville;
- Change in overly burdensome environmental regulations that are directly prohibiting the construction of new housing stock;
- Financial assistance to ensure the levee running through downtown Oroville that the State Water Project relies on, can structurally handle the load variations;
- Funding for roads is woefully inadequate; and
- Funding for brownfield mitigation efforts.

All of the priorities above have a public safety element in them and are a priority for the City.

Representatives of The Ferguson Group will discuss the federal platform and also provide Council with an update on the latest legislative activities at the federal level.

FISCAL IMPACT

None.

ACTION(S) REQUESTED -

1. **APPROVE THE PRIORITY DOCUMENT; OR**
2. **PROVIDE DIRECTION REGARDING CHANGES TO BE INCLUDED IN THE DOCUMENTS AND RETURN ON APRIL 1, 2025 FOR FINAL CONSIDERATIONS.**

2025 Federal Agenda

City of Oroville, CA

FEDERAL LEGISLATIVE AND REGULATORY PRIORITIES

Prepared in coordination with TFG, LLC.

For questions, please contact Kristi More at kmore@tfgnet.com or Chris Griffin at cgriffin@tfgnet.com

2025 Federal Priorities

Public Safety

Supporting federal public safety programs, partnerships, and efforts.

The City of Oroville, in its duty to maintain public safety for the peace and prosperity of its residents and visitors, strongly supports federal programs that enhance capabilities for our police, firefighters, and other first responders.

Community and Economic Development

Advocating for policies that remove barriers to development, and actively support Oroville's continued prosperity

The City of Oroville strongly supports legislative and regulatory efforts to remove barriers to housing development, promote workforce training, promote business and job creation and growth, maintaining and improving local infrastructure, and ensure flexibility in local administration of funds.

Agriculture, Natural Resources, and Energy

Prioritizing policies that support Oroville's agricultural economy, and maintaining and creating new energy and natural resources

The City of Oroville depends on local and regional agricultural industries for its economy and will support federal policies that promote and maintain a vibrant agricultural industry. Similarly, the City strongly supports federal efforts to develop an "all-of-the-above" approach to energy and natural resources, ensuring that our residents have affordable and reliable energy, healthy and safe forests, and accessible public lands.

General Government Functions

Supporting federal efforts to support general local government functions through cybersecurity programs, protecting local government revenues, and ensuring access to federal funds

The City of Oroville strongly supports federal efforts to enhance the general services provided by local governments. Ensuring efficient and safe local government operations is a good stewardship of taxpayer dollars.

2025 Federal Agenda

Public Safety

The City of Oroville's Public Safety priorities include:

- Supporting legislation that funds programs that provide equipment, technology, capabilities, personnel, and training for first responders.
- Supporting legislation that provides funding for the maintenance, construction, repair, and refurbishment of public safety facilities, such as, fire stations, police stations, and emergency operations centers.
- Supporting legislation that enhances pre-disaster mitigation, disaster recovery, and emergency management capabilities.
- Supporting federal regulatory and legislative efforts to prevent wildfires and protect communities from wildfire impacts.
- Supporting federal programs and funds for maintaining and enhancing evacuation routes in local communities.
- Supporting federal legislation that provides or enhances access to new and emerging technologies for local emergency management personnel.
- Supporting federal legislative and regulatory efforts to assist first responders in their interactions with individuals suffering from substance use disorders
- Supporting federal efforts to combat the opioid crisis and address its impacts on local communities. Advocate that local communities can utilize federal funds and support in a flexible manner.
- Supporting federal programs that fund and strengthen juvenile justice and diversion programs.
- Supporting federal programs to address the homelessness crisis.
- Supporting federal legislative and regulatory reforms to provide tax relief to victims of natural disasters, including tax breaks for recipients of private settlement payments resulting from disasters.
- Supporting federal legislative and regulatory efforts to streamline environmental and related permitting required for recovery efforts in the wake of disasters.
- Supporting legislative and regulatory reforms to streamline federal disaster response functions, including faster deployment in the wake of disasters, and greater flexibility in partnering with local first responders, governments, and disaster management personnel.
- Supporting legislative and regulatory reform to streamline household access to disaster response and recovery programs and funds.
- Supporting federal legislation that reduces the cost and burden on homeowners carrying out fire and disaster risk-mitigation activities on private property.
- Supporting federal legislation and regulations to waive the local cost-share required for certain disaster response and recovery programs.
- Supporting federal legislation and programs that support animal control and shelter efforts in local communities.

Community and Economic Development

The City of Oroville's Community and Economic Development priorities include:

- Supporting federal programs that assist local communities with building, maintaining, and improving public spaces such as parks, historic districts, community events spaces, and more.
- Supporting federal programs that assist local communities with building, maintaining, and improving public infrastructure such as roads, bridges, mixed-use trails and paths, and more.
- Supporting federal programs that fund safety improvements for infrastructure, such as the construction of sidewalks and safety measures for motorized and pedestrian traffic.
- Supporting funding generally for infrastructure in the Southside of Oroville, particularly roads, sidewalks, streetlights, and drainage.
- Supporting federal legislation and regulatory efforts to promote the creation and growth of small businesses and related jobs.
- Supporting federal efforts to identify and utilize metrics that treat rural areas equally with urban areas in consideration for transportation, infrastructure, and other grant programs.
- Supporting federal programs, legislation and regulatory reform that reduce barriers to accessing and expanding healthcare in local communities, particularly in rural areas.
- Opposing regulatory and legislative efforts that impose or consider unfunded mandates that may inhibit access to medical services, particularly in rural communities.
- Supporting continued funding for the Community Development Block Grant (CDBG) program and ensure eligibility under the CDBG program remains flexible for local governments.
- Supporting reducing barriers to the construction and development of affordable and market-rate housing.
- Supporting federal efforts to lower barriers to household access to affordable homeowners, fire, and flood insurance.
- Supporting policies ensuring that the National Flood Insurance Program (NFIP) remains affordable for citizens and businesses.

Agriculture, Energy, and Natural Resources

The City of Oroville's Agriculture, Energy and Natural Resources priorities include:

- Supporting federal drought resilience and response efforts.
- Supporting federal programs that ensure sustainable and reliable water deliveries for agriculture as well as household use.
- Supporting federal legislation and programs that facilitate fuels reduction and vegetation management activities in forests, roadways, critical rights-of-way, and near critical infrastructure.
- Supporting federal legislation and regulatory reform that reduces barriers to active forest management needed to mitigate wildfire risks and maintain healthy forests.
- Supporting federal programs which fund wood products research, such as those that develop construction materials and fuels, particularly with respect to the development of value-added products created from forest management byproducts.

- Supporting federal legislation and regulation that removes barriers to and streamlines processes for the development of alternative energy sources, including but not limited to, biomass/biochar, microgrids, hydropower, and more.
- Supporting federal legislation and regulations to promote public-private partnerships in the development of energy infrastructure.
- Supporting federal efforts to reform the Federal Energy Regulatory Commission (FERC) to mitigate uncertainty and simplify its existing regulatory framework, particularly with respect to hydropower licensing.
- Supporting a fair and long-term FERC re-licensing of the Oroville Dam.
- Supporting public access to federal public lands, including but not limited to land managed by the U.S. Forest Service, Bureau of Land Management, and National Park Service.
- Supporting federal legislation and regulations that support recreation industries and activities including but not limited to fishing, hiking, and hunting, particularly on public lands.

General Government Functions

- Supporting federal programs, such as the Rural and Municipal Utility Cybersecurity (RMUC) program, that facilitate cybersecurity infrastructure upgrades in rural communities.
- Opposing efforts to claw back, borrow against, or take local discretionary revenue.
- Supporting federal initiatives to enhance intergovernmental collaboration and cooperation for a variety of purposes at the federal, state, and local levels.
- Supporting federal revenue sharing programs like the Secure Rural Schools (SRS) and Payment In Lieu of Taxes (PILT) programs.
- Support legislation and regulatory reform to enhance ease of access to federal grants and other financial assistance, especially for small and rural communities.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TIM KABER – PROJECT MANAGER / SENIOR CIVIL ENGINEER**

RE: **AWARD OF CONSTRUCTION CONTRACT; HEWITT PARK RENOVATION AND BUDGET ADJUSTMENT**

DATE: **MARCH 18, 2025**

SUMMARY

The Council may consider awarding construction contract to R&R Horn Contractors, Inc., of Chico for the Hewitt Park Renovation Project and budget adjustment.

DISCUSSION

This project will renovate the existing Hewitt Park with significant additions of existing park space. The project includes a mining themed splash pad, play structures, embankment slide, dog park, multi-use turf, pickleball courts, walking paths and fitness facilities, all surrounded by drought tolerant landscaping.

Plans and Specifications were advertised on December 9, 2024 and bids were received on February 11, 2025. A total of five bids were received.

The low bidder was R&R Horn Contractors, Inc at $4,530,077. This includes a Base Bid of $4,281,004, and an Option Item for $249,073. A table showing all bidders can be found in the attached Bid Summary. The engineer's estimate was $4,624,254 with contingencies.

Staff recommends allocating a contingency of approximately 10% on the low bid for potential unforeseen changes, bringing the overall budget to $4,983,085.

FISCAL IMPACT

The City has a Proposition 68 Grant for $4,583,710.00 and an additional $2,840,293 available in Park Impact Fees.

The City has a signed contract with Melton Design Group for Design in the amount of $467,504.00, and purchases of $960,082.00 for playground and splash pad equipment, for a total of $1,427,586.00 in committed funds.

The Park Impact Fees required to cover construction, design, and equipment purchases is $1,826,961. This does not include a separate request for Construction Management Services.

The remaining balance in the Park Impact Fees account would be $1,013,332.00.

RECOMMENDATION

Award contract to R&R Horn Contractors, Inc. for $4,530,077 and allocating $453,008 for contingencies;

Approve of budget adjustment from the Park Impact Fees Fund 134 to Capital Projects Fund 301 in the amount of $1,826,961 (5/7 vote required); and

Authorize Mayor to sign contract.

ATTACHMENTS:

Bid Summary
Construction Contract Agreement 3538

PROJECT CONTRACT

Hewitt Park Renovation

Agreement 3538

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 18th day of March, 2025 by and between City of Oroville (referred to herein as the "Owner" or the "City") and R&R Horn Contractors, Inc. (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract for Hewitt Park Renovation is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

HEWITT PARK RENOVATION

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: $4,530,077. In no event shall Contractor's compensation exceed the amount of $4,983,085 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor

during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 200 working days from the date of the Contractor's receipt of a Notice to Proceed (NTP) from the City. The NTP will be issued after Sections 6 (Preconstruction Conference) and 7 (Notice To Proceed) of the Bidding Requirements are satisfied.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of $3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

16. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation

to protect the interests of the United States.

21. CONTRACTOR CLAIMS OF $375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of $375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purpos be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

AGENCY: City of Oroville

By: _____

David Pittman

_____

Mayor

CONTRACTOR: R&R Horn Inc.

By: _____

Kevin Albert

_____

Project Manager

By: _____

City of Oroville Legal – Signed as to Form

_____

Tabulated Tim Hahn
Reviewed

BID OPENING
HEWITT PARK RENOVATION PROJECT
2:00 PM FEBRUARY 11, 2025

Contractor	Bid Form	Bid amount	bid schedule	List of subs	Bidders bond	EEO cert	Non-collusion	Section 10285.1 statement	Section 10163 questionnaire
F Iodice		5,497,294.75							
R.R. Horn		4,530,077.00							
McClure Heder		7,767,838.75							
Schreder & Brandt		5,766,089.00							
OPB Designs		6,789,625							

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TIM KABER – PROJECT MANAGER / SENIOR CIVIL ENGINEER**

RE: **AWARD OF CONTRACT; CONSTRUCTION MANAGEMENT SERVICES ON THE HEWITT PARK RENOVATION PROJECT AND BUDGET ADJUSTMENT**

DATE: **MARCH 18, 2025**

SUMMARY

The Council may consider awarding a contract to Alpha CM, Inc. of Folsom for Construction Management (CM) Services on the Hewitt Park Renovation Project and budget adjustment.

DISCUSSION

This contract will provide Construction Management, Inspections, and Material Testing required for the construction of the Hewitt Park Renovation project. The contractor will be onsite and available at all times during construction activities, and provide Project/Construction Management oversight, contract administration, change order management, and field inspection/testing. These services are required for proper field oversight and Grant reimbursement.

The Request for Proposal (RFP) was issued on January 24, 2025. Five bids were received on the RFP closing date of February 24, 2025. The bids are tabulated on the attached Summary of Bids.

The City Engineering Department reviewed and scored the bids according to the scoring requirements published in the RFP. The two highest scoring bidders were invited to participate in an interview with the Engineering Department on March 4, 2025.

The contractor selected as the best fit for expertise and cost is Alpha CM, Inc. The proposed cost is $425,470.

Staff recommends allocating a contingency of approximately 10% on the low bid for potential unforeseen changes, bringing the overall budget to $468,017.

FISCAL IMPACT

The City has a Proposition 68 Grant for $4,583,710, and $2,840,293 available in Park Impact Fees, for a total of $7,424,003. The Proposition 68 grant can be used for CM services.

The overall cost for Hewitt Park, including design, equipment, construction, and CM services is $6,878,688. This includes 10% contingencies for construction and CM services.

RECOMMENDATION

Award contract to Alpha CM, Inc. for $425,470 and allocating $42,547 for contingencies;

Approve budget adjustment from the Park Impact Fees Fund 134 to Capital Projects Fund 301 in the amount of $468,017 (5/7 vote required); and

Authorize Mayor to sign contract.

ATTACHMENTS:

Bid Summary
Construction Contract Agreement 3539

CONSTRUCTION MANAGEMENT SERVICES
AGREEMENT 3539
PROJECT CONTRACT
Construction Management Services for the
Hewitt Park Renovation Project

This Services Agreement (Professional Services) for Construction Management Services ("**Agreement**") by and between the City of Oroville, a California charter city ("**City**"), and Alpha CM, Inc. ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally including Construction Management services. "Exhibit A" is the Request For Proposals and all requested work contained therein. "Exhibit B" is the Consultants proposal dated February 24, 2025.

B. On *January 24, 2025* the City issued a request for proposals for Construction Management Services, and on *February 24, 2025* the Consultant submitted a proposal demonstrating the Consultant's qualifications and experiences to provide such services.

C. NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **SCOPE OF SERVICES**.

1.1. Services. Consultant, acting in its capacity as a construction manager, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A",** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, Brian Ring ("**City's Authorized Representative**"). Day-to-day management of the project will be performed by Tim Kaber. All activities performed by the CONSULTANT shall be coordinated with this person.

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its

employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or

extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed $425,470 without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.1. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. **AUTHORIZED REPRESENTATIVE** Consultant hereby assigns Dave Latona to serve as the Consultant's authorized representative ("Consultant's Authorized Representative"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

2.2. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

3. **NOTICES.** All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by

personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Brian Ring
CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CA 95965
bring@cityoforoville.org

TO CONSULTANT: Brian Danley
ALPHA CM, INC
2180 Jefferson St, Suite 212
Napa, CA 94559
bdanley@alphacminc.com

4. **TERM**. The term of this Agreement begins on the effective date, identified on the signature page, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

5. **CITY'S RIGHT TO TERMINATE**. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

6. DEFAULT AND DISPUTE RESOLUTION

6.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance

with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

6.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

6.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

6.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

7. **INFORMATION AND RECORDS**.

7.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

7.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

7.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

7.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

7.5. Electronic Communications. Consultant will use reasonably good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8. **Copyrights/Patents**. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. **ACCIDENT REPORT**. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved.

9.2. Name and contact information of any witness.

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. **INDEMNIFICATION**. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant,

including, but not limited to, workers' compensation insurance.

11. **INSURANCE**. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

10.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate will be twice the required occurrence limit.

10.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than $1,000,000 per accident, combined single limit.

10.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

10.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least $1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

10.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

10.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

10.5.2. The Consultant's insurance is primary, and no insurance held by the City will be called upon to contribute to a loss.

10.5.3. The inclusion of more than one insured will not operate to impair or

limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

10.6. All Policies.

10.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non- payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

10.6.2. Any deductible or self-insured retention of $100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

10.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. **CONFLICTS OF INTEREST**. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a

bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state, and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document

attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY: **CONSULTANT:**

CITY OF OROVILLE, a California charter city *Alpha CM, Inc.*

By: _____ By:_____

David Pittman, Mayor *Brian Danley*

ATTEST: By:

_____

Kayla Reaster, City Clerk

Date:_____

APPROVED AS TO FORM:

David Ritchie, City Attorney

_____

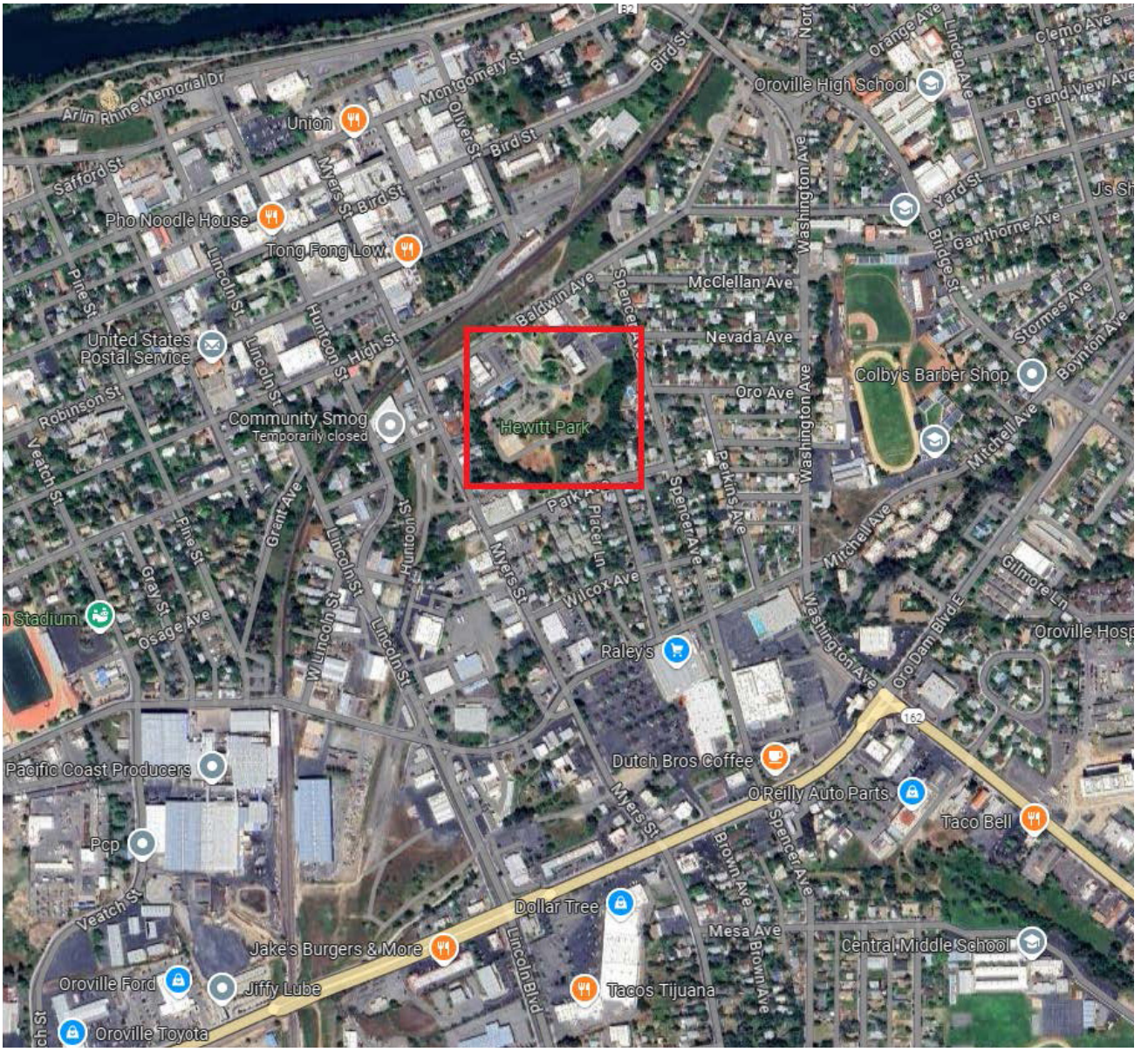
Construction Management Services on the Hewitt Park Renovation Project		
Bids received 24 February at 1200		
Contractor	Total Bid	
INTERWEST	$	420,012.00
CONSOR	$	562,820.00
Alpha CM	$	425,470.00
Trover	$	586,507.00
Ghiradelli	$	509,836.48

NTE of an additional $23,240 discovered during proposal review and interview process. Total would be $443,252.

FEBRUARY 24, 2023

CITY OF OROVILLE

Proposal for
Hewitt Park Renovation Project
Construction Management Services



Submitted by

Alpha CM

TRANSMITTAL LETTER

Alpha CM
2200 E. Bidwell St., Ste 105
Folsom, CA 95630
916.866.4180
www.alphacminc.com

February 24, 2025

Tim Kaber, PE, Project Manager
City of Oroville
Department of Public Works
1735 Montgomery Street
Oroville, CA 95965

RE: Hewitt Park Renovation Project
Construction Management Services Proposal

Dear Mr. Kaber:

The renovated Hewitt Park will be a jewel in the City of Oroville's park system. It will be a place of activity and tranquility for the young and not so young. It's an ambitious project that will require professionalism and finesse to deliver its variety of facilities.

Alpha CM, Inc., has the resources, qualifications, and experience to deliver this important community asset. Established in 2021, we provide construction management and inspection services solely to northern California cities, counties, and special districts We specialize in all types of public infrastructure including parks and recreation facilities, transportation and transit facilities, and water/wastewater/stormwater projects. We have extensive experience managing a wide variety of state and federal grants and LAPM projects.

Our proposed construction manager/inspector, **Brad Chadwick**, brings more than 40 years of pertinent construction management, inspection, and special inspection experience. He has managed parks and recreation and facilities projects throughout the western states. He is also a certified building inspector in several disciplines. He is currently managing a transit facility project for the Napa Valley Transportation Authority. Brad will be our on-site presence with as-needed support for certified playground safety inspection and materials testing.

We acknowledge reading the Questions/Answers posted on Public Purchase.

We take no exceptions to City's standard consultant agreement or insurance requirements.

Please contact me at **(925) 407-5188** or **bdanley@alphacminc.com** for anything regarding this proposal. We look forward to discussing our qualifications with you and how we can be of services to the City of Oroville.

Regards,

Alpha CM, Inc.

Brian A. Danley, PE, QSD/P, LEED AP
Vice President

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7.1 PROPOSER'S CERTIFICATION FORM

REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGEMENT SERVICES ON

THE HEWITT PARK RENOVATION PROJECT

PROPOSAL CERTIFICATION FORM

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID.

Issue Date	January 24, 2025
Issuing Agent	City of Oroville
Proposal Due Date	February 24, 2025, 12:00 PM City Hall
Proposals Directed To	Tim Kaber, PE, Project Manager
Number of Proposal Copies	Three (3) hard copies and one (1) electronic copy

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Name of Firm	Alpha CM, Inc.
Address of Firm	2200 E. Bidwell Street, Suite 105, Folsom, CA 95630
Contact Name	Brian Danley
Signature	
Title	Vice President
Date	February 24, 2025
Phone Number	925-407-5188
Alternate Phone Number	(optional)
FAX Number	
Federal Employee ID Number	88-0563089

7.2 PROPOSER'S BACKGROUND

Alpha CM, Inc., established in 2021, provides construction management (CM) and inspection services exclusively to northern California cities, counties, and special districts. Our outstanding staff understands the procedures, intricacies, and protocols of public infrastructure construction. **Alpha CM** is eager, ready, and able to assist public agencies from project inception through completion.

Our mission is the successful delivery of community and environmental enhancement projects while providing a rewarding and satisfying workplace for our staff. We understand that in order to be the best provider of CM and inspection services it is paramount to attract and retain the highest caliber talent. We aim to be the company that attracts the best and the brightest which translates to excellent service for your projects.

Alpha CM provides services solely on public infrastructure projects for cities, counties, special districts, state, and federal agencies. Current and recently completed projects include:

- Napa Valley Transportation Authority - Soscol Gateway Transit Center Improvements Project
- East Bay Regional Park District - McKay Avenue Utilities, Crown Beach Trail Rehabilitation, and Restroom Facilities
- City of Napa - Redwood Road Water Main CIPP Rehabilitation
- Las Gallinas Valley Sanitary District - Smith Ranch Pump Station Improvements
- Alameda County Water District - Rubber Dam No.1 and Fishway
- City of Rohnert Park - A & B Sections Neighborhood Utilities Projects
- Hidden Valley Lakes Community Services District - Emergency Generators Installation
- City of Napa - Laurel Street 36-inch Water Main Replacement
- Napa Pipe Development - Underground Utilities and Surface Improvements Inspection
- City of San Rafael - San Quentin Stormwater Pump Station Replacement
- San Juan Water District - Lime Silo and Thickener Improvement Project
- Oro Loma Sanitary District - 40-Mile Sewer Mainline Rehabilitation Program
- City of San Leandro - Wastewater Treatment Plant Energy Efficiency and Resiliency Project
- Delta Diablo - Manhole, Gravity Interceptor, and Easement Road Improvements

Services offered include:

- Bidding Assistance
- Biddability/Constructability Reviews
- Scheduling
- Inspection/Quality Assurance
- Resident Engineering
- Cost Estimating
- Project Closeout
- Claims Mitigation & Support

We are on-call with the following agencies:

- Yolo County
- Butte County
- City of Pinole
- City of Lincoln
- City of San Rafael
- Sonoma County
- Napa Valley Transportation Authority
- Dublin San Ramon Services District
- City of Napa Water Department
- El Dorado County
- City of Orinda
- Contra Costa County

7.3 QUALIFICATIONS

7.3.1 Relevant Experience

Soscol Gateway Transit Center Improvements Project

Agency: Napa Valley Transportation Authority, Napa, CA
Construction Amount: $569K
Key Staff: Brian Danley, Project Principal; Brad Chadwick, Construction Manager



The $569K project includes the addition of two offices, meeting space, wellness room, restroom with toilet and shower and expanded bus driver break room. Also includes sound attenuation in office spaces. Work conducted while center is in use by staff and public. Phase relocation assistance, work coordination and maintaining noise zones are priorities.

Backup Power Reliability

Agency: Hidden Valley Lake Community Services District, Hidden Valley Lake, CA
Construction Amount: $2M
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager



The project consists of demo and replacement of existing controls building, controls (MTS, ATS, Loadbank) and installation of two new generators. Also new foundations, lift station upgrade and security fencing. Project requires system operations uninterrupted with a short commissioning phase and shutdown window to transfer to new controls. Required coordination with County, District and Graton Tribe. Project is funded through Hazard Mitigation Grant Program (HMGP) / FEMA.

A&B Sections Neighborhood Utility Improvement Project

Agency: City of Rohnert Park Public Works, Rohnert Park, CA
Construction Amount: $6M
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager



The City's A&B Sections Neighborhood Utility Improvement Project generally consisted of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the "A" & "B" neighborhood section of the City. The sewer work included the repair of sewer main pipes and lower sewer service lateral repairs via Cured In Place Pipe (CIPP) technique as well as open trench technique. The water work included replacement of a portion of water main via open trench and included new water services, water valves and fire hydrants.

Napa Pipe Development Project

Agency: Napa Redevelopment Partners, Napa, CA
Construction Amount: $100M
Key Staff: Brian Danley, Project Principal; Dave Latona, Project Manager



Providing inspection services for this $100M project consisting of the redevelopment of the Napa Pipe Yard into new housing (residential and commercial) development. Work includes widening and reconstruction of Highway 221 at Kaiser Road, including construction and reconstruction of signalized intersections. The project includes the deconstruction/demo of three bridges over sensitive Napa River waterway and the construction of two new bridges over the Napa River and new road alignment and road widening. Also included are construction of two new roundabouts, mass grading, land development, new utilities, and tie-ins (gas, potable, sewer, recycle lines, communications, electrical), neighborhood playgrounds and play structures, dog parks, courts (basketball/tennis), and water features. Piping includes placement of 10,000 LF of 8-24 inch domestic water lines in addition to the placement of HDPE, CMP, Epoxy coated steel pipe in four miles of new streets. The project includes coordination with multiple agencies due to their jurisdiction such as City of Napa, Caltrans, UPRR, Napa Sanitation District, CDF&W, Army Corp. of Engineers, RQWCB, and California Coastal Conservancy.

The following projects were managed by Alpha CM staff with prior firms.

Abel Maldonado Community Youth Center

Agency: City of Santa Maria, Santa Maria, CA
Construction Amount: $4.6M
Key Staff: Brad Chadwick, Assistant Construction Manager/Senior Building Inspector



This $4.6 million project built the 26,000 SF youth center which included a multipurpose gymnasium, locker/shower facility, restrooms, fitness/equipment room, social/game room, cafe, kitchen, amphitheater, multimedia room, meeting rooms, offices and foyer/reception area. Other elements included stained concrete hardscape and landscaping areas, parking lots, and public infrastructure to support the facility. Special consideration was needed to minimize inconveniences to the public and keeping the adjacent swimming pool facility in operation during construction.

Laguna Hills Community Center

Agency: City of Laguna Hills, Laguna Hills, CA
Construction Amount: $26M
Key Staff: Brad Chadwick, Senior Building Inspector



Brad was a senior inspector for this new two-phase, $26 million community center and sports complex in the City of Laguna Hills. Phase 1 of this 20-acre site provides the community with softball and little league fields, soccer fields, a roller hockey rink, a skateboard park, pedestrian and bicycle paths and a state of the art children's playground based on an archeological theme. Phase II of the project was a two-level, 40,000 sf. community center building. The major elements of this building included an expansive lobby and plaza area; a 6,442 sf. multi-purpose room; a 14,175 sf. gymnasium; classroom and conference spaces; a kitchen; administrative space and restroom and locker facilities.

Grand Theatre Project

Agency: City of Tracy, Tracy, CA
Construction Amount: $15.2M
Key Staff: Brad Chadwick, Construction Manager



Delivered a bidability/constructability review, contractor qualification and selection assistance, and provided construction management services for the $15.2 million reconstruction and renovation of Tracy's existing Grand Theatre and adjacent retail/hotel buildings and former city hall/firehouse to create a cultural arts complex. Project included a 560 fixed-seat theatre; theatre and balcony seating; concessions, three art galleries; movement and dance studio; visual arts studios; Responsible for reviewing and processing RFIs, shop drawings, samples and other submittals for completeness and conformance to contract documents. Performed quality control, compliance and quality assurance inspections of construction to meet document specifications. Responsible for the creation and maintenance of an as-built schedule and monitoring the contractor generated "as-built" drawings. Responsible for monthly progress summary reports and photos. Reviewed and monitored contractor's safety program.

Cell House A Seismic Stabilization and Rehabilitation and Repairs

Agency: Alcatraz Island Penitentiary/National Park Service/Golden Gate National Recreation Area, San Francisco, CA
Construction Amount: $13.6M
Key Staff: Dave Latona, Project Manager



The rehabilitation project included structural and seismic stabilization repairs of the Historic Cell house A and dock repairs. The project also included stringent monitoring protocols of bird roosting zones, native fauna. Assisted in the constructability review phase capturing critical constraints due to permitting stance requiring early amendments. This in turn minimized project cost and impacts prior to bid. During construction, Dave performed assurance oversight as the project manager to maintain contract/regulatory compliance. He also held cost and schedule ensuring public access within the work area during normal park hours.

Iron Horse Trail Extension

Agency: East Bay Regional Park District, Oakland, CA
Construction Amount: $4M
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager



This $4M locally assisted project (LAPM) (with FHWA oversight) completed a 1.6 mile gap (7,900 feet) of the 10-foot Iron Horse Trail on the old Southern Pacific Railroad right-of-way and included new signalized intersections along Pleasanton's arterial routes and along BART's station and corridor. Project elements included a pedestrian/bicycle trail, three new traffic signalized intersections, ADA crossings and curb ramps, mass grading, RHMA and HMA paving, stormwater enhancements, landscaping. Park enhancements included new volleyball field, basketball courts, tennis courts and play structures. Our team realized the amount of construction equipment needed on-site would create delays along the arterial routes to the BART station. We coordinated with the contractor, BART, City of Pleasanton and EBRPD to negotiate a night schedule, therefore reducing any negative impacts to either the project or park operations. Document control was reviewed by the FHWA Federal Auditors at the end of the project and our record-keeping received praise for its thoroughness and lack of discrepancies.

On-Call Project and Construction Management Services

Agency: City of Berkeley - Parks, Recreation & Waterfront Department, Berkeley, CA
Construction Amount: $6M
Key Staff: Brian Danley, Project Principal



Under two master agreements, Alpha CM staff provided project and construction management services for the City of Berkeley's facilities projects under Parks, Recreation and Waterfront Department and the Public Works Department. Projects included deferred maintenance repairs, renovations and new construction. Managed more than 15 task orders for projects including: restroom and parking lot at Windsurf area, Ohlone Dog Park, Gilman Fields re-turf, James Kenney Center seismic improvements, Grove Park improvements, mental health facilities, Bahia Child Care Center and tide tube cleaning at Aquatic Park.

McKelvey Park Detention Basin

Agency: Valley Water (formerly Santa Clara Valley Water District), San Jose, CA
Construction Amount: $43M
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager



Provided Valley Water with full construction management services including construction management, and inspections. Project consisted of the construction of a new multi-use water detention basin in the City of Mountain View. The Detention Basin was in excess of 4.5 acres, 18-foot deep with a storage capacity of over 3.5million gallons of water. The top (roof) of the detention facility had two lighted ballparks constructed with concessions, two new playgrounds with new play structures, synthetic turf, artistic play features, and a .7-acre play park. Project also included a new pumping station, new park buildings (meeting rooms, scorekeepers shack, and concessions stand). Project elements included major utility relocations on arterial streets such as Shoreline Ave., PG&E primary bypass, undergrounding, and aerial relocating. There were major street closures and reconstruction of the Park Drive/Miramonte Avenue intersection. There was extensive traffic and pedestrian controls, and removal of 100,000 CY of material in addition to hazardous waste removal. The work required close coordination with the City of Mountain View, RQWQCB, adjacent schools, businesses, and a concert venue.

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7.3.2 Relevant Education



BRIAN DANLEY, P.E., LEED AP, QSD/QSP

Project Principal

Education

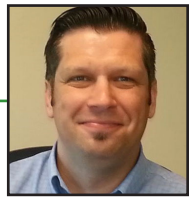
- MBA, Business Administration
- B.S. Civil Engineering

Registrations

- Professional Civil Engineer: California, License No. C30347

Certifications

- Qualified SWPPP Developer/ Practitioner
- LEED Accredited Professional



DAVE LATONA, AED, ENV SP, QSD

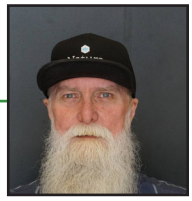
Project Manager

Education

- Undergraduate Studies, Civil Engineering
- Undergraduate Studies, Geomorphic & Ecological Fundamentals

Certifications

- California Stormwater Quality Association (CASQA)
- Qualified SWPPP Developer (QSD)
- Certified Professional in Erosion and Sediment Control (CPESC)
- American Ecological Engineering Society (AEES)- Ecological Designer (AED)
- Institute for Sustainable Infrastructure (ENV SP)



BRAD CHADWICK

Construction Manager / Inspector

Education

- Business Administration
- Business Information Systems, Utah State University

Training/Certifications

- CABO Certified Building Official
- AVS Associated Value Specialist SAVE International
- ICC/ICBO Certified for over 20 years: Building Official, Building Inspector, Plans Examiner, Building Code Accessibility/Usability Specialist Accessibility Inspector/Plans Examiner, Plumbing Inspector
- IAMPO Certified Plumbing Inspector
- CPTED – Crime Prevention through Environmental Design
- IPMP – Systematic Development of Informed Consent
- Class B General Contractor, CA # 596879 RETIRED

7.3.3 Responsiveness to Project Requirements

Alpha CM has never failed to effectively respond to contractual obligations and we have never been involved in arbitration or litigation or had a contract canceled. We understand that flexibility and creativity are essential in responding to changing and evolving project conditions.

This proposal has been prepared according to the outline provided on pages 14 and 15 of the Request for Proposals dated January 24, 2025.

7.3.4 Affirmative Action Statement

Alpha CM does not discriminate against any prospective employees on any basis. We hire based on merit and all are encouraged to apply. We encourage applications from veterans and retired first-responders!

7.4 PROJECT PERSONNEL AND AVAILABILITY

In developing our team, we considered experience and expertise with parks and recreation facilities, sports fields, equipment, and restroom facilities. Also, with state grant funds, additional labor compliance monitoring is required.

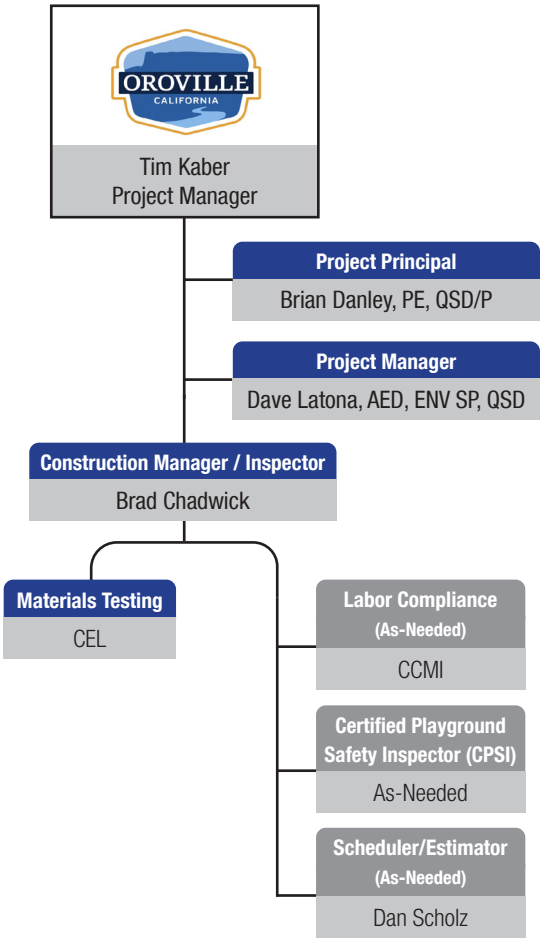
Given the scope and duration of the work we developed the team detailed in the attached organization chart. We contemplate the need for a full-time construction manager/inspector that will be supported by a Certified Playground Safety Inspector (CPSI) on an as-needed basis. Project oversight, contract administration, scheduling/estimating, labor compliance and materials testing will be on an as-needed basis.

Our construction manager/inspector will be **Brad Chadwick** who brings more than 40 years of project and construction management, value engineering, and special inspection/code compliance experience. Brad has managed and inspected numerous similar facilities with sensitive user/construction interfaces including the Abel Maldonado Community Youth Center in Santa Maria and the Laguna Hills Community and Sports Center. He works well with the public and facilities managers, an aspect that will be critical for project success.

Certified Playground Safety Inspector (CPSI) will be provided during equipment installation. **Alpha CM** currently has staff in the certification process.

Consolidated Engineering Laboratories (CEL) will provide materials testing services.

Contractor Compliance Monitoring, Inc. (CCMI), will provide labor compliance monitoring services. We have worked with them on several projects for the East Bay Regional Park District. They are a nationally recognized leader in labor compliance monitoring.



Dave Latona will provide as-needed project management services and serve as Brad's backup. Dave has extensive experience with national, State and local park projects.

Brian Danley, PE, QSD/P, will be our project principal and provide project oversight. He is available to step in as Brad's back-up construction manager if necessary. Brian brings more than 40 years of public infrastructure program/project/construction management and design experience including park projects for the East Bay Regional Parks District and the Cities of Berkeley, Tracy, Gilroy and Commerce. He is also providing oversight and contract management for the City of San Rafael's San Quentin Pump Station Project.



Alpha CM

Brian Danley

P.E., LEED AP, QSD/P

Project Principal

Years of Experience

- 45

Education

- MBA, Business Administration
- B.S. Civil Engineering

Registrations

- Professional Civil Engineer: California, License No. C30347

Certifications

- Qualified SWPPP Developer/ Practitioner
- LEED Accredited Professional

Professional Affiliations

- California Water Environment Association (CWEA)
- California Stormwater Quality Association (CASQA)
- California Association of Sanitation Agencies (CASA)
- Bay Area Water Works Association (BAWWA)
- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)
- Mt. View Sanitary District Board of Directors

Brian Danley has more than 45 years of diverse construction management, program management and design experience on wastewater and public infrastructure projects. He is an expert in project development and delivery on a broad array of public agency projects. Brian brings a perspective that emphasizes collaboration, and that collaboration has resulted in numerous successful projects and satisfied clients.

RELEVANT EXPERIENCE

- **East Bay Regional Park District, McKay Avenue Utilities and Street Restoration, Crown Beach Trail Rehabilitation and New Restroom Amenities:** $1.3M. Project Principal. Project includes the following: Remove or abandon-in-place brick manholes and gravity sewer piping. Remove or abandon-in-place potable water piping connected to neighboring property. Remove a single-stall wood restroom building at the south end of McKay Ave. Remove a single-stall wood restroom building and a double-stalls wood restroom building at the east end of Memory Lane. Demolish EBRPD SS lift station and replace it with a new adjacent SS lift station. Renovate Visitor Center crawl space sewerage piping and connect it to the new SS lift station. Install new SS manholes, gravity SS lines and SS force main. Install a four-stall CXT restroom building. Remove or abandon-in-place brick manholes and gravity sewer piping.
- **City of Gilroy, Capital Improvement Program**: $39M. Program Manager. This five-year capital improvement program included multiple water pipeline and storage projects, pipeline infrastructure, municipal buildings, bridges, roads, parks, and utilities. Brian managed more than 30 task orders during his 2-year tenure in this position. He was responsible for the production of new standard city boilerplate specifications, which the City continues to use to this day. The specifications included streamlined management procedures for both field management and change order management, greatly reducing disputes.
- **City of Tracy, Capital Improvement Program:** $150M. Assistant Program Manager/ Construction Manager. Program consisted of approximately 100 expansion and renovation public works projects, including the expansion of the City's water treatment plant and distribution system, 20-miles of arterial streets, police station and city hall, improvements to the storm drainage system, and construction of over 30 parks. Maintained full responsibility for construction management, design consultant management, preparation of monthly program reports, cash flow analyses, project scheduling, and all other aspects of construction administration for this multi-year program. His involvement in the selection of the numerous design consultants included preparing the Request for Proposals and sitting on the selection committee.
- **City of Commerce, Civic Center:** $35M. Program Manager. This project included a library, community center, senior center, city hall/emergency operating center, post office, and park. Served during the project's design phase and initial construction phase. Managed the constructability review and value engineering analyses, as well as development of the phasing plans. The City struggled with keeping the project within budget. The architect and City staff wanted to continue adding amenities without adjusting the budget. Developed a budget that all parties agreed to adhere to. Developed bid alternates to reduce costs.
- **City of Berkeley, Berkeley Marina Roadway Improvements Project:** $6M. Contract Manager. Provided construction management and inspection for this $6 million project which included the reconstruction of all the streets at the Berkeley Marina and the realignment of University Avenue. Project involved street and parking rehabilitation which included Full Depth Reclamation (FDR); grind and overlay, removal of concrete curb, gutters, and sidewalks; signs; streetlights; trees, install new ADA sidewalks and ramps, bus stop pads, repave over the FDR and ground out sections of existing AC, new Bioretention basins, adjust existing utilities, install new street lighting, pervious parking stalls, new roundabout, and landscaping.

(Brian Danley, cont'd)

- **City of Berkeley, Various Projects:** $1.7M. Project Manager. Provided project oversight services for the Parks, Recreation and Waterfront and Mental Health Services. Projects included: James Kenney Community Center seismic upgrades, Ohlone Dog Park renovation, Bahia Childcare Center improvements, Rose Garden Trellis, and Adult Mental Health Clinic.
- **City of Orinda, San Pablo Culvert Repair Project:** $1.9M. Project Principal. This $1.9M project consists of rehabilitating approximately 1500 LF of twin rectangular box culverts that carry San Pablo Creek beneath business parking lots and open areas on the northeast side of Camino Pablo. The concrete inverts of the culverts are in varying states of deterioration from minor surface defects to corrosion and failure reinforcing steel and structural concrete. The existing inverts will be cleaned and abraded and new structural concrete and reinforcing steel will be placed to restore to original condition. A sealer requiring approval of California Department of Fish & Wildlife will be placed on the finished concrete. Steel struts will be added to an open channel section of the creek to shore up tilting sidewalls.
- **Hidden Valley Lakes Community Services District, Two New Emergency Generators:** $2M. Project Principal. The project involves the installation of pre-purchased fixed generators at the Water Treatment Plant (WTP), and the Greenridge Booster Station (GBS). This project is part of the District's ongoing effort to harden critical infrastructure against potential future hazards and is funded in part by the Hazard Mitigation Grant Program (HMGP).
- **Mountain View Sanitary District, Moorhen Marsh Restoration:** $5.6M. Director. As a member of the MVSD Board of Directors, Mr. Danley provided oversight and direction for this 2- phase project. Moorhen Marsh provides effluent polishing and is home to special stature species including the Western Pond Turtle.
- **Valley Water District, McKelvey Park Detention Basin Project:** $30.1M. Project Principal. Project consisted of the construction of a new multi-use water detention basin in the City of Mountain View. The Detention Basin was in excess of 4.5 acres, 18-foot deep with a storage capacity of over 3.5million gallons of water. The top (roof) of the detention facility had two lighted ballparks constructed with concessions and a .7-acre play park. Project also included a new pumping station, new park buildings (meeting rooms, scorekeepers shack, and concessions stand).
- **Las Gallinas Valley Sanitary District, Lower Miller Creek Channel Maintenance:** $1.2M. Construction Manager. Project included channel dredging, shaping, and restoration to provide flood control and protect wastewater treatment plant from sea level rise. Project was under jurisdiction of several environmental permits.



Alpha CM

Dave Latona

ENV SP, AED, QSD

Project Manager

Years of Experience

- 25

Education

- Undergraduate Studies, Civil Engineering
- Undergraduate Studies, Geomorphic & Ecological Fundamentals

Certifications

- California Stormwater Quality Association (CASQA)
- Qualified SWPPP Developer (QSD)
- Certified Professional in Erosion and Sediment Control (CPESC)
- American Ecological Engineering Society (AEES)- Ecological designer (AED)
- Institute for Sustainable Infrastructure (ENV SP)

Professional Affiliations

- American Membrane Technology Association (AMTA)
- American Water Works Association (AWWA)
- American Public Works Association (APWA)

Dave Latona has over 25 years of experience in providing project and program management on water resources and capital improvement projects throughout Northern California. Dave has developed close, personal working relationships with many public agencies and has provided leadership to over $500 million in infrastructure projects.

Dave has managed environmental remediation, stream restoration, flood control, and historical structural stabilization, bridges, roads, air traffic, and treatment facility projects. He has worked with clients such as Valley Water District, National Park Services, San Francisco Public Utilities Commission, Department of Defense, and Caltrans.

RELEVANT EXPERIENCE

- **Valley Water District, McKelvey Park Flood Detention Basin:** $30.9M. Project Manager/Resident Engineer. Provided biddability review, bid assistance, and construction management services for this detention basin and sports facility. The project was a high-profile project along Shoreline Ave, consisting of the creation of a detention basin with three new sports facilities built on top of it. Project involved city, county, and 3rd party coordination with local businesses and schools.
- **East Bay Regional Park District (EBRPD), Iron Horse Regional Trail Improvement:** $5.3M. Construction Manager: This locally assisted project (LAPM) with FHWA oversight completed a 1.6-mile gap (7,900 feet) of the 10-foot-wide Iron Horse Trail on the old Southern Pacific Railroad right-of way and included new signalized intersections along Pleasanton's arterial routes and along BART's station and corridor. Project elements included pedestrian/bicycle trail, three new traffic signalized intersections, ADA crossings and curb ramps, mass grading, RHMA and HMA paving, stormwater enhancements, landscaping, and park enhancements. Dave immediately realized the amount of construction equipment needed on-site would create delays along the arterial routes to the BART station. He coordinated with the contractor, BART, City of Pleasanton and EBRPD to negotiate a night schedule, therefore reducing any negative impact to either the project or park operations. Dave's document control was reviewed by the FHWA Federal auditors at the end of the project, and he was told that his record keeping was very thorough without any discrepancies.
- **Alcatraz Island Penitentiary/National Park Service/Golden Gate National Recreation Area, Cell House A Seismic Stabilization and Rehabilitation and Repairs:** $13.6M. Project Manager. The rehabilitation project included structural and seismic stabilization repairs of the Historic Cell house A and dock repairs. The project also included stringent monitoring protocols of bird roosting zones, native fauna. Assisted in the constructability review phase capturing critical constraints due to permitting stance requiring early amendments. This in turn minimized project cost and impacts prior to bid. During construction, Dave performed assurance oversight as the project manager to maintain contract/ regulatory compliance. He also held cost and schedule ensuring public access within the work area during normal park hours.
- **Napa Redevelopment Partners, LLC c/o Catellus Development Corporation, Napa Pipe Development Project:** $100M. Inspector. This ongoing project consists of the redevelopment of the Napa Pipe yard into new housing (residential and commercial) development. Work includes clearing and grubbing/debris removal, demo three existing bridges and construction of two new bridges, two new roundabouts, mass grading, land development, new utilities and tie-ins (gas, potable, sewer, recycle lines, communications, electrical). Piping includes placement of 24-inch to 8-inch domestic water lines ~10,000LF in addition to the placement of HDPE, CMP, Epoxy coated steel pipe. The project includes coordination with multi agencies due to their jurisdiction such as City of Napa, Napa San, CDFW, Army Corp, RQWCB, Coastal Conservancy, Caltrans jurisdiction, as well as UPRR.
- **Alameda County Water District, The Main Renewal - Central Newark Thornton Avenue Project:** $11.8M. Project Manager. Includes replacement of the existing water main on Thornton Avenue between Cedar Boulevard and Cherry Street.

(Dave Latona, cont'd)

The Project area is currently served by a 12-inch asbestos-cement pipe (ACP) and several branch connections off Thornton Avenue are 8-inch ACP. Project includes installation of approximately 980 linear feet of 8-inch and 880 linear feet of 12-inch cement lined and dielectrically coated steel pipe, 3700 linear feet of 12-inch Certa-lok restrained joint (RJ) PVC, and service laterals of various sizes, and associated appurtenances. The proposed pipeline will be installed within the existing roadway right-of-way and will cross multiple intersections. The proposed pipeline will be installed by open-cut trenching methods.

- **San Francisco Public Utility Commission (SFPUC), Bio Habitat Restoration Projects:** $64M. Construction/Project Manager. Dave worked with the SFPUC on seven projects, providing oversight of mitigation projects for the $75 million Calaveras Dam ($64 million in mitigation projects). Work included 4.5-mile stream restoration, three new bridges, 60 panel solar array system, and the establishment of seasonal and perennial wetlands consisting of over 3.5 million vegetation plantings in a highly archaeological sensitive location, and stringent environmental compliance. Dave served as the main point of contact with the client, facilitating regular meetings. He provided quality assurance, managed contract administration services, dispute resolution, and claims processing, project communications (reporting and coordinating with the contractor), submittals processing, value concept engineering change proposals, estimate review, and cost and schedule control. SFPUC was so impressed with Dave's estimating capabilities that they began utilizing him as the estimator for all projects.
- **Town of Windsor, Airport-Larkfield-Wikiup Sanitation Zone/Windsor Water District Sewer Interconnect Project:** $925K. Construction Manager. Project elements include a sanitary sewer force main installation, including trenching, backfill and asphalt pavement, curb and gutter replacement, coordination with existing underground utilities, and associated work within the project site, and other ancillary work necessary to complete the work.
- **City of Orinda, San Pablo Culvert Repair Project:** $1.9M. Construction Manager. City of Orinda, San Pablo Culvert Repair Project: $1.9M. Inspector. This $1.9M project consists of rehabilitating approximately 1500 LF of twin rectangular box culverts that carry San Pablo Creek beneath business parking lots and open areas on the northeast side of Camino Pablo. The concrete inverts of the culverts are in varying states of deterioration from minor surface defects to corrosion and failure reinforcing steel and structural concrete. The existing inverts will be cleaned and abraded and new structural concrete and reinforcing steel will be placed to restore to original condition. A sealer requiring approval of California Department of Fish & Wildlife will be placed on the finished concrete. Steel struts will be added to an open channel section of the creek to shore up tilting sidewalls.
- **City of Rohnert Park Public Works, A & B Sections Neighborhood Utility Improvement Project:** $6M. Construction Manager. The project generally consists of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the "A" & "B" neighborhood section of the City. The sewer work includes the repair of sewer main pipes and lower sewer service lateral repairs via "cured in place pipe" (CIPP) technique as well as "Open Trench" technique. The water work includes replacement of a portion of water main via "Open Trench" and will include new water services, water valves and fire hydrants.
- **Hidden Valley Lakes Community Services District, Two New Emergency Generators:** $2M. Project Principal. Alpha CM is providing construction management and inspection services. The project involves the installation of pre-purchased fixed generators at the Water Treatment Plant (WTP), and the Greenridge Booster Station (GBS). This project is part of the District's ongoing effort to harden critical infrastructure against potential future hazards and is funded in part by the Hazard Mitigation Grant Program (HMGP).
- **Valley Water District, Rancho San Antonio:** $19.5M. Construction Manager. As project manager for the San Antonio Creek Restoration and Goldfish Pond projects, Dave reduced the original two-year schedule for each project to just a little over one year – even with the biological restraints. Dave suggested that the planting and restoration process occur simultaneously for the San Antonio Creek Restoration project, contributing to a significant reduction in the schedule. Work on the Goldfish Pond consisted of increasing the habitat for the red-legged frog. When construction required the use of clays, David suggested additional investigation to locate clays on-site. Avoiding the use of off-site materials saved significant time and money. Eagle nesting at San Antonio Creek required investigation and adjustments to the construction schedule to ensure that the project wasn't delayed by returning eagles.



Alpha CM

Brad Chadwick

Construction Manager/Inspector

Years of Experience

- 40+

Education

- Business Administration
- Business Information Systems, Utah State University

Training/Certifications

- CABO Certified Building Official
- AVS Associated Value Specialist SAVE International
- ICC/ICBO Certified for over 20 years: Building Official, Building Inspector, Plans Examiner, Building Code Accessibility/ Usability Specialist Accessibility Inspector/Plans Examiner, Plumbing Inspector
- IAMPO Certified Plumbing Inspector
- CPTED – Crime Prevention through Environmental Design
- IPMP – Systematic Development of Informed Consent
- Class B General Contractor, CA # 596879 RETIRED

Brad Chadwick has over 40 years of construction, project/program/construction management, and inspection experience. He has administered pre-design, design, construction, and commissioning contracts for a myriad of project sizes, types, and delivery methods. He has served as owner's representative for public agencies and private clients and coordinated projects with architects, engineers, contractors, planning, building, and engineering departments and other public agency officials. Brad has experience with pre and post project planning, evaluation, and preparation activities such as: public forum roundtable and vignette facilitation; public outreach and consensus development; value engineering; biddability/ constructability review; budgeting/estimating; general condition and technical specification review, preparation & development; RFP and contract preparation & development; design consultant & contractor pre-qualification, project & program development; contract administration; scheduling; agency-training; equipment startup, commissioning facilitation, and warranty follow-up facilitation.

RELEVANT EXPERIENCE

- **Napa Valley Transportation Authority (NVTA), Soscol Gateway Center Improvement Project:** $569K. Construction Manager. The $569K project includes the addition of two offices, meeting space, wellness room, restroom with toilet and shower and expanded bus driver break room. Also includes sound attenuation in office spaces. Work conducted while center is in use by staff and public. Phase relocation assistance, work coordination and maintaining noise zones are priorities.
- **City of Woodland, Woodland Police Facility**: $11.5M. Construction Manager/Inspector of Record. This $11.5 million, LEED certified, two-building, essential services police facility included state-of-the-art amenities. The main building is a two-story, 44,374SF integrated brick veneer/tilt-up concrete building, housing command, administration, operations, investigations, and traffic. Included in the main building was evidence preparation, processing, and storage areas with a walk-in refrigerator/freezer. The main building contained a four-cell temporary detention area with prisoner processing capability (video imaging and digital fingerprinting), a martial arts/weight training area, locker rooms with shower facilities, two bunk rooms, eight interview/interrogation rooms, restrooms, a full kitchen, as well as a practical community room and EOC (Emergency Operations Center). The second building was a 10,098SF integrated brick veneer/tilt-up concrete service building housing: K-9, bicycle patrol, motor patrol, SWAT, general storage, vehicular evidence/investigation, one unisex restroom and a radio room for controlling an adjacent 80' monopole radio tower, armory, weapon cleaning area and a 25-yard indoor shooting range. The Woodland Police Facility, in addition to being LEED Certified; won the Sacramento Chapter, APWA project of the year for Division 2 Structures; was named in McGraw Hills' 2004, Best of California Construction, Civic Division; and was the first Design-Build Police Facility in the State of California.
- **City of Tracy, Grand Theatre Project**: $15.2M. Construction Manager. Delivered a bid-ability/constructability review, contractor qualification and selection assistance, and provided construction management services for the $15.2 million, adaptive re-use and non-historical reconstruction and renovation of Tracy's existing Grand Theatre (a former Vaudeville House) and adjacent retail/hotel buildings and former city hall/firehouse to create a cultural arts complex. The project included a 560 fixed-seat theatre with authentic theatre production venues; theatre and balcony seating; concessions, three art galleries; a 100 seat, studio or smaller "Black Box" theater; movement and dance studio; visual arts studios for painting and sculpting; a ceramics studio with damp, glazing, and kiln rooms featuring two (2) gas fire and one (1) electric kilns; and a children's studio.
- **City of Santa Maria, Abel Maldonado Community Youth Center**: $4.6M. Assistant Construction Manager/Senior Building Inspector. This $4.6 million project built the 26,000SF youth center which includes a multipurpose gymnasium,

(Brad Chadwick, cont'd)

locker/shower facility, restrooms, fitness/equipment room, social/game room, cafe, kitchen, amphitheater, multimedia room, meeting rooms, offices and foyer/reception area. Other elements included stained concrete hardscape and landscaping areas, parking lots, and public infrastructure to support the facility.

- **City of Laguna Hills, Laguna Hills Community Center:** $26M. Senior Building Inspector. Brad was a senior inspector for this new, two-phase, $26 million community center and sports complex in the City of Laguna Hills. Phase 1 of this 20-acre site provides the community with softball and little league fields, soccer fields, a roller hockey rink, a skateboard park, pedestrian and bicycle paths and a state of the art children's playground based on an archeological theme. Phase II of the project was a two-level, 40,000 sf. community center building. The major elements of this building included an expansive lobby and plaza area; a 6,442 sf. multi-purpose room; a 14,175 sf. gymnasium; classroom and conference spaces; a kitchen; administrative space and restroom and locker facilities.
- **San Joaquin Regional Transit District, San Joaquin RTD Center:** $52M. Senior Construction Manager. This new $52M Bus Maintenance Facility was funded by The Federal Transit Administration (FTA) and various federal and state grants. The project included: Demolition of seven (7) existing buildings including: asbestos, lead and PCB abatement. The construction of a new 102,000 sq. ft. Maintenance Building containing bus/vehicle repair and work areas with amenities. The project also included: a new 40,530 sq. ft. Wash and Fuel Building containing a bus tire repair area; offices; equipment and storage rooms; bulk fluid storage, distribution and management systems; an outside area with canopy above for bus/vehicle wash; steam cleaning with a parallelogram lift for steam cleaning the undercarriages of busses; 4 diesel fuel islands, 1 unleaded fuel island; and 2 in-ground brake Inspection pits. Brad was responsible for the review and processing of owner related RFIs, maintaining a mirror documentation of the subcontractor generated RFIs to the design-build team, design-build contractor submitted shop drawings, samples and other material submittals. He performed quality control, compliance and quality assurance observations of construction activities to assure contract document and technical specification compliance by the design-build team. He was responsible for monitoring the design-build contractor generated "as-built" drawings, monthly progress summary reports, and project progress photos. He reviewed and monitored the design-build contractor's safety and SWPPP programs and monitored the weekly project activities and coordination of the design-build contractor and subcontractor start-up activities; and developed and maintained cost, change proposal, and contract change order logs. Brad facilitated and conducted weekly owner/contractor's progress meetings, monitored the design-build contractor quality control, provided dispute resolution (as applicable), and reviewed monthly progress payment requests for recommendation to RTD. He was responsible for monitoring the design-build contractor's site-specific quality plan project application and had, along with RTD participation, vetted the project's bridging documents and assisted in the development of the project's "Conformed" documents.
- **City of Henderson, City Hall Addition & Renovation:** $46M. Assistant Construction Manager/Office Engineer/Senior Building Inspector. This project was a $46 million addition to the existing City Hall and four-level parking structure. Brad was the assistant construction manager/office engineer/senior inspector performing the duties of reviewing and processing requests for information, shop drawings, samples and other submittals for completeness and conformance to contract documents, as well as performing quality control, compliance and assurance inspections of construction so as to meet document specifications. He was responsible for the creation and maintenance of an as-built schedule and monitoring the contractor generated "as-built" drawings. He prepared a monthly progress summary and photos for inclusion into the monthly report. He reviewed and monitored the contractor's safety program. He reviewed and monitored the weekly activity logs, coordinated the start-up activities, and created and maintained the Issue Log. Brad also conducted weekly owner's and progress meetings, monitored quality control, provided dispute resolution, reviewed substitution requests and progress payment requests when the construction manager was unavailable.
- **Community Transit, Mountlake Terrace Transit Center Expansion Project, Mountlake Terrace, WA:** $16.2M. Senior Project Manager. Responsible for the review and processing of RFIs, shop drawings, samples and other submittals, as well as performing quality control, compliance and quality assurance inspections of construction so as to meet document specifications. He was responsible for monitoring the contractor generated "as-built" drawings, monthly progress summary reports, and photos. He reviewed and monitored the contractor's safety and SWPPP programs and monitored the weekly activities and coordination of contractor and subcontractor start-up activities; and created and maintained a cost issue log. Brad conducted weekly owner and contractor's progress meetings, monitored contractor quality control, provided dispute resolution, and reviewed progress payment requests for recommendation to the Transit authority for this $16.2 million, 5-story, post-tensioned, 950 space, hillside parking structure and bus terminal.



Alpha CM

Dan Scholz

CCM

Scheduler/Estimator

Years of Experience

- 25+

Education

- B.S. Construction Management

Training

- CPR/First Aid Certificate
- ACI Concrete Field Testing Technician – Grade 1
- Trench and Excavation Safety - Competent Person
- Primavera P6 Suretrak 3.0
- Timberline

Dan Scholz has over 25 years of experience in the heavy civil construction industry. He has a strong background in public works, with infrastructure projects that include flood control, potable/non potable, conveyance, storm drain and sewer improvements (including force mains and lift stations), public buildings, bridges, roadways, underground utilities, landfills, and within the public right-of-way. Dan's experience includes project management, estimating, scheduling, inspection, field engineering and office engineering on projects for such diverse agencies as Caltrans, Department of Water Resources, California High Speed Rail Authority, various California cities and counties, utility and transportation districts, and Cal Poly University.

RELEVANT EXPERIENCE

- **Alameda County Water District, Rubber Dam No. 1 and 3**: $48M. Assistant CM/Estimator/Scheduler. Reviewer for baseline and updated schedules for dam construction in environmentally sensitive areas of Alameda Creek. Two projects built fishways, 13' and 17' height inflatable rubber dams, controls, and SCADA. Scope included update schedule for reviews, change order cost estimates and comparisons, and claims analysis. Major claim was for delay and extra work on tied-back sheet pile wall allegedly resulting from differing soil conditions and design conflicts. This claim was resolved at 25% of the contractor's original proposed amount.
- **California Department of Water Resources, Delta Habitat Conservation & Conveyance**: $13B. Estimator/Scheduler. Prepared cost estimates in support of the Program Management Team's efforts on the DHCCP and supported both the Bay Delta Conservation Plan (BDCP) and the Environmental Impact Report/ Environmental Impact Statement (EIR/EIS). Work included extensive input for comparison of heavy construction of more than seven alternatives, including river intake structures, pumping plants, large diameter pipelines/tunnels, canal embankments, culvert siphons, large tunnel bores, railroad and highway bridges, utility and infrastructure crossings, forebays, levees, operable barriers, and fish screening facilities. Worked on estimates and schedules for multiple design changes for many of the options. Team member for constructability reviews, optimization studies, value engineering, and methods analysis. Created the Master Schedule WBS and all associated activities for the program and maintained it monthly. The schedule included design, permits, geotechnical work, procurement, environmental review, bid packaging, construction, and start-up and commissioning. When designs were adjusted, the schedules were updated, phasing and logic changes were made, fragnets were created to simulate what-if scenarios and activities were added/deleted as needed to keep the Master Schedule in alignment with the current thought process.
- **California Department of Water Resources, Levee Repair Project Headquarters**: $8M. Estimator and Scheduler. Prepared check cost estimates for LRPH in support of various projects currently underway. Created state estimates for backup for change orders, analyzed change order requests from the contractors, evaluated claims from contractors on the various projects, generating cost estimates based on Daily Inspection Reports (DIRs) to support the state's defense of claims from the contractors. Claims analysis included analysis of loss of productivity and delay claims, evaluation of damages and computation of costs, and forensic scheduling analysis and scheduling impacts associated with the claims. Evaluated baseline schedules and schedule updates for accuracy and contract compliance. Reviewed Time Impact Analysis (TIA) submitted by the contractors for change orders and time delays. Created and updated a staffing schedule to manage inspectors and LRPH staff for the current and future projects in this department.
- **Valley Water, McKelvey Park Flood Detention Basin**: $30.9M. Estimator/Scheduler. Project provided new 34-foot-deep stormwater detention basin at an existing at-grade baseball field, a youth and adult baseball complex dual-use facility.

(Dan Scholz, cont'd)

Project built extensive retaining walls, site drainage and utilities, baseball diamonds with dugouts, seating, restrooms, concessions, and scorer's booth. Support included change order agency's cost estimates and schedule analysis, schedule reviews, and estimating as needed. Claims included delays due to District ordered changes and suspensions of work.

- **Freeport Regional Water Authority, Freeport Pipeline Segment 1:** $49M. Project Manager. Project with over five miles of an 84-inch raw waterline project with CML welded steel pipe, EPB Micro-tunneling, TBM, soil cement backfill, and HDPE storm drains. Responsibilities included scheduling, product procurement, managing subcontractors, submittals, RFIs, and change-order negotiations.
- **Mountain Cascade, Inc., Roger Williamson Gravity Sewer, Force Main and Lift Station**: Project Manager. Project with three miles of gravity sewer, lift station, and force main, including jack & bores, structures, and generator building. Provided scheduling and product procurement, managed subcontractors, responsible for submittals, RFIs, and change-order negotiations.
- **Mountain Cascade, Inc., Various Projects**: Estimator and Project Manager. Variety of projects ranging from subdivisions, sewer force mains, city sewer line rehabs, culvert replacements, and site work developments for developers, local cities, and counties. Responsibilities included scheduling projects, and tracking job costs, submittals, RFIs, and change orders. Individual underground projects included**:**

  - **Liberty Phase 1, 2 & 3, Rio Vista, CA.** 855-unit subdivision, 10-inch sewer force main with tie-in to existing gravity sewer, wet well and sewer station, 8-inch to 12- inch sewer mains with 4-inch laterals and manholes; 48-inch to 54-inch CIPP storm drain, 12-inch to 66-inch RCP storm drain.

  - **Cheyenne Ranch Offsite, Vacaville, CA**. 4- inch to 8-inch DIP force main with manholes and tie into existing pump station, 8-inch to 15-inch PVC main with laterals to existing and new properties; 8- inch to 12-inch water main with fire hydrants, valves, ARV, and blow-offs, tie-in to an existing 24-inch water main.

  - **Coffield Subdivision, Napa, CA.** 6-inch to 12-inch DIP water mains and 1-inch services, fire hydrants, gate valves, and tie ins; 6-inch sewer main with 4-inch laterals, manholes, and tie-ins; 8-inch PVC storm drain, 15- inch RCP storm drain with manholes, Stormceptor Unit, catch basins, area drains and Storm Drain Metering Structure.

- **City of Mill Valley, Downtown Paving and Sewer Rehabilitation**: $10M. Scheduler. Evaluated baseline schedule and schedule updates for accuracy and contract compliance. Reviewed three-week look-ahead schedules for accuracy to monthly schedule and looking for changes in logic as project progresses. Reviewed schedule narrative for changes to schedules and baseline. Reviewed Time Impact Analysis (TIA) submitted by the contractor for change orders and time delays.
- **Preston Pipelines Inc., Various Projects**: $10M. Estimator/Scheduler. Variety of underground work included sewer force mains, city sewer line rehabs, culvert replacements, etc. Responsibilities included scheduling projects using Primavera P3, and tracking job costs, submittals, RFIs, and change orders. Individual underground projects included**:**

  - **Lower Sacramento Road Widening, Lodi, CA.** 21-inch to 42-inch VCP and 8-inch PVC sewer with manholes; 12-inch to 15- inch SDR 35 PVC and 18-inch to 48-inch RCP storm drain with manholes, catch basins, and a retention basin; 6-inch to 10-inch C900 water mains with 2-inch services, fire hydrants, and tie-ins.

  - **Grizzly Hollow Phase III, Galt, CA.** 8-inch VCP and 6-inch SDR 35 PVC main, 4-inch ABS laterals and manholes; 12-inch RCP and 12-inch to 15-inch HDPE main with manholes; 4-inch to 10-inch C900 water mains with 2-inch services, hydrants, tie-ins, and hot taps.

  - **Lincoln Crossing 6A, Lincoln, CA.** 6-inch to 8-inch VCP main with manholes and 4-inch VCP laterals; 12-inch to 18-inch RCP main with manholes and 12-inch SDR 35 PVC laterals to catch basins; 6-inch to 12-inch C900 water mains with fire hydrants and tie-ins, and 4-inch to 6-inch irrigation main with 1-1/2-inch services.

Over the last 40+ years, **Consolidated Engineering Laboratories (CEL)** has grown to be a leader in providing quality materials testing and construction inspection services in the western United States.

With our Corporate Headquarters in San Ramon and full-service facilities in Oakland, Santa Rosa, and Sacramento, California, our testing and inspection agency is the largest in Northern California with unequaled resources and capabilities. We also have full-service offices in Salt Lake City, Utah, and Honolulu, Hawaii.

Personnel Capabilities

Our deep personnel pool of 235 talented individuals includes registered civil and geotechnical engineers, quality engineers, metallurgical engineers, registered environmental assessors, multi-disciplined materials testing and inspection technicians, project managers and administrative personnel.

All of our employees operate within the following core values: safety, integrity and honesty, teamwork, education, quality, and financial stability. These core values are demonstrated throughout our company and are realized through the professionalism and quality of service our clients receive on a daily basis. **CEL** is an equal opportunity employer with active affirmative action and in-house training programs.

We are certified and approved by many agencies including:

- California Department of Transportation (Caltrans);
- Division of the State Architect (DSA) (LEA Nos. 29, 54 and 130);
- American Association of State Highway and Transportation Officials (AASHTO);
- American Concrete Institute (ACI);
- American Construction Inspectors Association (ACIA);
- American Society for Testing and Materials (ASTM);
- California Council of Testing and Inspection Agencies (CCTIA);
- Cement and Concrete Reference Laboratory (CCRL);
- International Code Council (ICC);
- California Department of Health Care Access and Information (HCAI); and
- All local design and construction standards and details.

Key Features

The following are specific features of which no other firm under consideration can offer:

» **CEL** has staff of over 230, allowing it to provide the depth of resources to handle a project of this scope and magnitude.

» **CEL**'s Oakland laboratory is a state-of-the-art facility. This 24,000 SF facility is certified by Caltrans, the Division of the State Architect, HCAI, and the Army Corp of Engineers. We are also inspected and accredited by AASHTO and AMRL.

» **CEL** has a full service geotechnical engineering capability with licensed professionals and geologists and are able to augment and expand on geotechnical and environmental services should that need arise.

» **CEL** has access to a specialized engineering group housed in Oakland to help research and resolve construction material problems. Their full staff of forensic experts and scientists has the ability to perform almost any ASTM test that is in their directory as well as develop new testing methodology that is consistent with good engineering practice. **CEL** also holds the prestigious ISO 17025 certification.

Contractor Compliance and Monitoring Inc. (CCMI) is a nationally recognized prevailing wage and labor compliance consultant. Headquartered in the Bay Area, with four offices and 19 employees, CCMI is the leading consultant in prevailing wage and related labor compliance work. Founded in 2002, they are celebrating 20 years of labor compliance consulting work. They have performed work on small projects: $13,500 for one week or large projects (California Valley Solar Ranch) $2 billion over two years. Whatever the size, length, or funding source CCMI is the consultant for you. Staff is trained to provide compliance on State, Federal or mixed-funded projects.

7.5 PROJECT APPROACH

Understanding

The City of Oroville plans to begin construction of the Hewitt Park Renovation Project in the spring of 2025. Bids for the 200 working day project were opened on February 11, 2025 and ranged from $4.5 to $7.7 million; the project has not been awarded as of this writing. The design consultant is Melton Design Group from Chico, CA. In addition to refurbishing the existing park, project elements include a mining themed splash pad, play structures, embankment slide, dog park, multi-use turf, pickleball courts, and fitness facilities.

Key Issues

The following items will need to be addressed to assure successful project delivery:

Paper Submittals - The specifications call for the use of paper submittals. Most if not all contractors and subcontractors use internet/cloud-based software for instantaneous transmittal of project documentation. Utilizing paper submittals extends the submittal process and burns valuable staff time.

Proposition 68 - The City is relying on grant funds for the project. All reimbursement requests to the State must be accurate and timely.

Owner furnished equipment - Disputes can arise regarding custody installation of owner pre-purchased equipment.

Playground equipment - A certified playground safety inspector must be present when playground equipment is installed.

Scope

Typically, we would place a several page **scope of work** highlighting tasks, assumptions, and deliverables in this section. The RFP states, however, that this section shall be a maximum of one page.

Our construction management approach seeks to optimize three key parameters:

- Time
- Cost
- Quality

The following highlights our key tasks related to the three key parameters, recognizing that there is considerable overlap between all three.

Time

- Review and commentary of master schedule and monthly updates
- Review of three-week look-ahead schedules at weekly progress meetings
- Rapid processing and expediting digital project data such as submittals and requests for information. **Alpha CM** uses a the cloud-based Procore to effectively manage all project correspondence and data
- Rapid resolution of disputes

Cost

- Collaborative approach to construction management
- Early identification and resolution of potential trouble spots
- Thorough review of change order requests for merit and reasonable costs
- Review of monthly progress payment requests for accuracy and appropriateness
- Review of grant reimbursement requests by City for accuracy and completeness

Quality

- Thorough review of plans and specs prior to Notice to Proceed
- Daily inspection with photos and proper descriptions of work completed
- Certified playground safety inspection
- Testing of materials as specified
- Weekly construction progress meetings
- Monthly reports to City
- Appropriate oversight of field activities
- Effective project closeout

7.6 REFERENCES

Soscol Gateway Transit Center Improvements Project

Agency: Napa Valley Transportation Authority
Agency Contact: Grant Bailey, Program Manager
Phone: 707.259.5951
Email: gbailey@nvta.ca.gov
Key Staff: Brian Danley, Project Principal; Brad Chadwick, Construction Manager

Rubber Dam No. 1/Drop Structure Fishway, and Shinn Pond Fish Screens Construction

Agency: Alameda County Water District
Agency Contact: Shane O'Nesky, Project Manager
Phone: 510.668.4489
Email: shane.onesky@acwd.com
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager

Berkeley Marina Roadway Improvements Project

Agency: City of Berkeley
Agency Contact: Nelson Lam, Civil Engineer
Phone: 510.981.6390
Email: nelam@cityofberkeley.info
Key Staff: Brian Danley, Project Principal

San Pablo Creek Culvert Repair Project

Agency: City of Orinda
Agency Contact: Ryan O'Kane, Senior Engineer
Phone: 925.253.4282
Email: rokane@cityoforinda.org
Key Staff: Brian Danley, Project Principal

Backup Power Reliability

Agency: Hidden Valley Lake Community Services District
Agency Contact: Hannah Davidson, Project Manager
Phone: 707.987.9201
Email: hdavidson@hvlcsd.org
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager

7.7 SCHEDULE

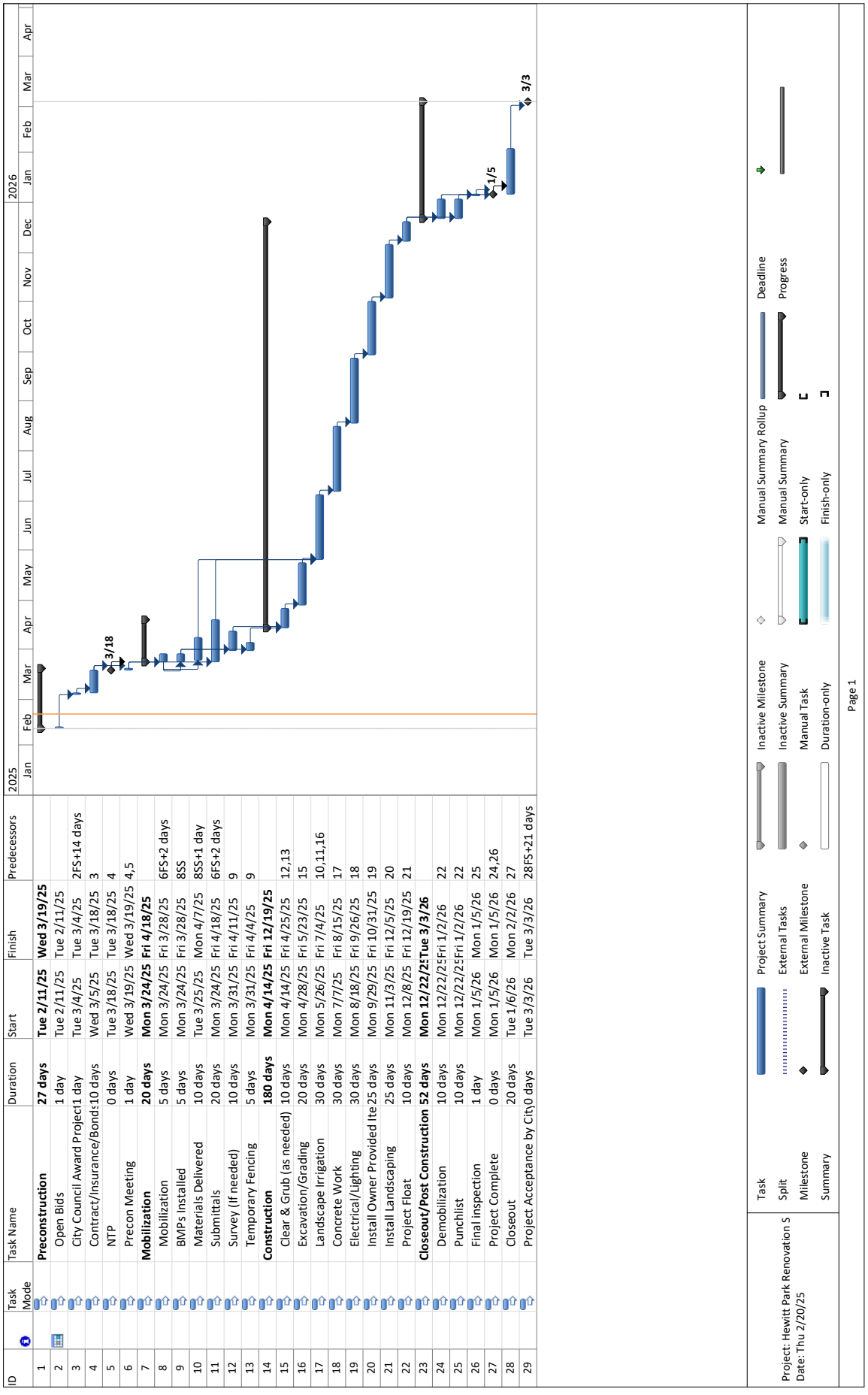
Per the General Conditions and Special Provisions of the specifications, the contractor shall be responsible for preparing the baseline schedule and the subsequent 3-week look-ahead schedules.

As construction manager, it will be our responsibility to review and comment on the master schedule, and work with the contractor to develop a baseline schedule that reflects the true nature and scope of the work. We will verify schedule logic and look for potential areas where the schedule could be setting the project up for future delay claims and change orders. We will not favorably review schedule submissions that do not reflect a reasonable approach to the scope and duration of the project. We will ask for updates when the baseline no longer reflects the actual course of the work.

The three-week look ahead schedules will be a standing agenda item and will be discussed at every weekly progress meeting. These are a valuable tool in managing immediately upcoming work.

A sample and much simplified schedule is on the next page. The contractor's baseline schedule is a reflection of their means, methods, crews, and equipment to accomplish the work.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Preconstruction**	**27 days**	**Tue 2/11/25**	**Wed 3/19/25**	
2		Open Bids	1 day	Tue 2/11/25	Tue 2/11/25	
3		City Council Award Project	1 day	Tue 3/4/25	Tue 3/4/25	2FS+14 days
4		Contract/Insurance/Bond	10 days	Wed 3/5/25	Tue 3/18/25	3
5		NTP	0 days	Tue 3/18/25	Tue 3/18/25	4
6		Precon Meeting	1 day	Wed 3/19/25	Wed 3/19/25	4,5
7		**Mobilization**	**20 days**	**Mon 3/24/25**	**Fri 4/18/25**	
8		Mobilization	5 days	Mon 3/24/25	Fri 3/28/25	6FS+2 days
9		BMPs Installed	5 days	Mon 3/24/25	Fri 3/28/25	8SS
10		Materials Delivered	10 days	Tue 3/25/25	Mon 4/7/25	8SS+1 day
11		Submittals	20 days	Mon 3/24/25	Fri 4/18/25	6FS+2 days
12		Survey (If needed)	10 days	Mon 3/31/25	Fri 4/11/25	9
13		Temporary Fencing	5 days	Mon 3/31/25	Fri 4/4/25	9
14		**Construction**	**180 days**	**Mon 4/14/25**	**Fri 12/19/25**	
15		Clear & Grub (as needed)	10 days	Mon 4/14/25	Fri 4/25/25	12,13
16		Excavation/Grading	20 days	Mon 4/28/25	Fri 5/23/25	15
17		Landscape Irrigation	30 days	Mon 5/26/25	Fri 7/4/25	10,11,16
18		Concrete Work	30 days	Mon 7/7/25	Fri 8/15/25	17
19		Electrical/Lighting	30 days	Mon 8/18/25	Fri 9/26/25	18
20		Install Owner Provided Ite	25 days	Mon 9/29/25	Fri 10/31/25	19
21		Install Landscaping	25 days	Mon 11/3/25	Fri 12/5/25	20
22		Project Float	10 days	Mon 12/8/25	Fri 12/19/25	21
23		**Closeout/Post Construction**	**52 days**	**Mon 12/22/25**	**Tue 3/3/26**	
24		Demobilization	10 days	Mon 12/22/25	Fri 1/2/26	22
25		Punchlist	10 days	Mon 12/22/25	Fri 1/2/26	22
26		Final inspection	1 day	Mon 1/5/26	Mon 1/5/26	25
27		Project Complete	0 days	Mon 1/5/26	Mon 1/5/26	24,26
28		Closeout	20 days	Tue 1/6/26	Mon 2/2/26	27
29		Project Acceptance by City	0 days	Tue 3/3/26	Tue 3/3/26	28FS+21 days



7.8 COST PROPOSAL

Alpha CM February 20th, 2025

City of Oroville - Hewitt Park Renovation Project
Construction Management Services
Cost Proposal

Task & Staffing	Billing Rate	Total Hours	Total Price
Task 1: Construction Management Services			
Task 1.1: Project Management			
Project Principal	$ 222	20	$ 4,440
Project Manager	$ 210	38	$ 7,980
Construction Manager / Inspector	$ 198	210	$ 41,580
Scheduler/Estimator	$ 196	40	$ 7,840
Admin	$ 100	40	$ 4,000
Subconsultant (CCMI) w/markup			$ 15,950
Subconsultant (Consolidated Eng Lab) w/markup			$ 43,681
Task 1.2: Construction Contract Administration			
Project Manager	$ 210	8	$ 1,680
Construction Manager / Inspector	$ 198	304	$ 60,192
Scheduler/Estimator	$ 196	64	$ 12,544
Admin	$ 100	110	$ 11,000
Task 1.3: Change Order Management			
Construction Manager / Inspector	$ 198	12	$ 2,376
Scheduler/Estimator	$ 196	8	$ 1,568
Task 1.4: Field Inspection			
Construction Manager / Inspector	$ 198	1044	$ 206,712
Playground Safety Inspector	$ 201	160	$ 32,160
	Subtotal	**2058**	**$ 394,072**
Task 2: Services During Construction Closeout			
Task 2.1: Substantial and Final Completion Services			
Construction Manager / Inspector	$ 198	8	$ 1,584
Playground Safety Inspector	$ 201	8	$ 1,608
Admin	$ 100	4	$ 400
Task 2.2: Record of Compilation and Submittal			
Construction Manager / Inspector	$ 198	14	$ 2,772
Admin	$ 100	16	$ 1,600
Task 2.3: Obtaining Warranty and Lien Release Information from Contractor			
Construction Manager / Inspector	$ 198	4	$ 792
Task 2.4: Final Electronic Submittals			
Construction Manager / Inspector	$ 198	4	$ 792
Admin	$ 100	4	$ 400
	Subtotal	**62**	**$ 9,948**

Other Direct Costs (ODCs)	Billing Rate	Total Months	Total Price
Vehicle			
Construction Manager / Inspector	$ 1,800	10	$ 18,000
Playground Safety Inspector	$ 1,800	1	$ 1,800
Cell/Data/Computer			
Construction Manager / Inspector	$ 150	10	$ 1,500
Playground Safety Inspector	$ 150	1	$ 150
	Subtotal		**$ 21,450**

Task & Staffing Total	$ 404,020
Subconsultant w/markup	$ 59,631
Other Direct Costs (ODCs) Total	$ 21,450
Grand Total	**$ 425,470**

Assumptions

1. Construction period of 200 Working Days.
2. Work completed in 2025.
3. Work conducted standard work hours M-F. No Overtime, weekends or holiday hours calculated into level of effort.
4. Level of effort is an estimate only.
5. Each individual cost item is a guide only; total CM cost shall take precedent.
6. Subconsultant costs are an allowance only. Actual work will be invoiced on time and material basis as directed by our Construction Manager.
7. With the exception of vehicle, cell/ data/computer, hourly rates include all direct and indirect overhead normally associated with this type of work.
8. Level of Effort based on RFP documentation provided by City of Oroville.
9. Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
10. Alpha CM reserves the right to move budget between tasks and staff.

Hours & Cost Breakdown by Staff	Total Hours	Total Price
Project Principal	20	$ 4,440
Project Manager	46	$ 9,660
Construction Manager / Inspector	1600	$ 316,800
Playground Safety Inspector	168	$ 33,768
Scheduler/Estimator	112	$ 21,952
Admin	174	$ 17,400
Grand Total	2120	$ 404,020

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT AMENDMENT WITH ALYSSA STUTZ, ASSISTANT DIRECTOR OF PUBLIC WORKS / CITY ENGINEER APPOINTING AS INTERIM PUBLIC WORKS DIRECTOR AND TEMPORARILY PLACE ON STEP G OF DEPARTMENT HEAD SALARY SCHEDULE**

DATE: **MARCH 18, 2025**

SUMMARY

The Council will consider an amendment to the employment contract with Alyssa Stutz, Assistant Director of Public Works / City Engineer, temporarily appointing Ms. Stutz as Interim Public Works Director effective February 19, 2025 and placement at Step G of the Department Head salary schedule at an annual compensation of $166,345.

DISCUSSION

Staff recommend that in the extended absence of existing Public Works Director, that Allysa Stutz, Assistant Director of Public Works / City Engineer be temporarily appointed as Interim Director of Public Works and temporarily be placed at Step G of the Department Head salary schedule, at an annual compensation of $166,345 effective February 19, 2025. This interim appointment will terminate upon the return of Public Works Director, and at that time Ms. Stutz will return to the position of Assistant Director of Public Works / City Engineer at the appropriate level of compensation.

FISCAL IMPACT

This will represent a temporary monthly salary increase $1,228.58 and will be absorbed in the existing budget.

RECOMMENDATION

Adopt Resolution No. 9360 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ – (Agreement No. 3509-1).

ATTACHMENTS:

Resolution 9360
Contract Amendment; and Contract 3509-1

OROVILLE CITY COUNCIL
RESOLUTION NO. 9360

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

(Agreement No. 3509-1)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute Amendment #1 to the Employment Agreement between the City of Oroville and Alyssa Stutz. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on March 18, 2025 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

AMENDMENT #1 TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ
Agreement 3509-1

This Amendment, dated March 18, 2025, is to the Employment Agreement ("Agreement") between the City of Oroville ("City") and Alyssa Stutz ("Stutz").

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

1. Section 1 of the Duties section of the contract is temporarily replaced with the following language:

   City hereby agrees to employ Stutz as the Interim Director of Public Works effective February 19, 2025 to temporarily perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign her. Ms. Stutz shall revert back to her position of Assistant Director Public Works / City Engineer upon the return of Public Works Director.

2. Section 5 of the Salary section is replaced with the following language:

   City agrees to temporarily appoint Stutz at Step G of the Department Head Salary Schedule, an annual base salary of $166,345 effective February 19, 2025, and payable at the same time and manner as other Council Appointed employees of the City are paid. Ms. Stutz shall revert back to the appropriate compensation for her position of Assistant Director Public Works / City Engineer upon the return of Public Works Director.

	A	B	C	D	E	F	G	H	
Dept Heads	**$122,282**	**$128,714**	**135,486**	**$142,619**	**$150,123**	**$158,028**	**$166,345**	**$175,100**	**Annual**
	$10,190.13	**$10,726.16**	**$11,290.52**	**$11,884.91**	**$12,510.21**	**$13,168.98**	**$13,862.08**	**$14,591.67**	**Monthly**
	$58.7892	**$61.8817**	**$65.1376**	**$68.5668**	**$72.1743**	**$75.9749**	**$79.9736**	**$84.1827**	**Hour**

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2026 Cost of Living Increase: Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost of living adjustments (COLA) for the calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year (Table A).

3. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Alyssa Stutz
Interim Director of Public Works

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9277

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

(Agreement No. 3509)

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

1. The Mayor is hereby authorized and directed to execute an employment agreement between the City of Oroville and Alyssa Stutz. A copy is attached hereto as Exhibit "A".

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

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

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

NOES: None

ABSENT: Council Member Riggs

ABSTAIN: None

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

EMPLOYMENT AGREEMENT FOR ASSISTANT DIRECTOR OF PUBLIC WORKS / CITY ENGINEER BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Alyssa Stutz ("Stutz"), collectively, the "Parties", effective June 16, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Stutz as its Assistant Director of Public Works / City Engineer; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Stutz; and

WHEREAS, Stutz desires to be employed as the Assistant Director of Public Works / City Engineer of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Stutz as the Assistant Director of Public Works / City Engineer of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him/her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 16, 2024, and shall continue until June 16, 2027. On or before January 16, 2027, Stutz shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Stutz of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Stutz shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Stutz resigns her position as Assistant Director of Public Works / City Engineer before the expiration date of the initial or any extended term of this Agreement, Stutz shall give the City a sixty (60) day written notice in advance. In such event, Stutz shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Stutz make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Stutz from her position, without cause, as Assistant Director of Public Works / City Engineer, the City shall pay Stutz a lump-sum cash payment equal to six (6) months' salary. In addition, Stutz shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Stutz is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City

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chooses to terminate the agreement, Stutz shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Stutz agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Stutz becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Stutz acknowledges and agrees that her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:
City agrees to appoint Stutz at Step G on the salary schedule, an annual base salary of $151,602, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2025 Cost-of-living increase: Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Cost-of-living increase: Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:
The Council shall direct the City Administrator to complete a performance evaluation of Stutz each year of the contract and during any extension period of the contract. Upon the Council's concurrence with a satisfactory review, Stutz will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Stutz. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Stutz. The City Administrator's evaluation of Stutz will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Stutz's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Stutz shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Stutz shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

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Section 8. Bereavement Leave:
When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Stutz shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Stutz shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Stutz suitable for her use while performing her duties as the Assistant Director of Public Works / City Engineer or compensate her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Upon hire, Stutz shall be credited with a front-loaded amount of forty (40) hours of sick leave representing the first five months of sick leave accrual. The front-loaded sick leave shall be immediately available for use for any qualifying illness or injury. Stutz shall thereafter continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Stutz shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Upon hire, Stutz shall be credited with a front-loaded amount of forty (40) hours of accrued vacation. The front-loaded vacation leave shall be immediately available for use in compliance with the City's policies on vacation leave use. Stutz shall begin to accumulate additional vacation leave at the rate of fifteen (15) working days of vacation per year. After three years as Assistant Director of Public Works / City Engineer, on the anniversary date, Stutz's accrual shall increase from fifteen (15) working days per year to twenty (20) working days per year. Thereafter, one additional day per year shall be added to the accumulation rate, above, on the employees' next anniversary date in his/her assistant department head position until a maximum rate of 25 days per year is reached.

Beginning May 21, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

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Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Stutz may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Stutz and her eligible dependents.

City Paid Medical Benefit After Retirement:

This section will terminate in five years on June 4, 2029, without reconsideration by the City Council. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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Section 12. Holidays: Stutz is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

Stutz shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Stutz in the amount of $100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Stutz will pay 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Stutz and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Stutz shall have the option to convert her unused sick leave balance to CalPERS service credit or she may convert it to a dollar value to pay premiums for medical, dental, and vision insurance. Stutz may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Stutz elects to convert her unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, Stutz shall have the option of continuing medical, dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Stutz becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Stutz. The City shall contribute 3% of Stutz's base salary to Stutz's Deferred Compensation Plan. In addition, the City shall match the first 2% that Stutz contributes to Stutz's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Stutz shall only accept outside employment that involves teaching or training related to her profession and any existing

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agreements. Any outside employment shall not interfere with Stutz's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Stutz necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Stutz for professional and official travel, meetings, and occasions to continue the professional development of Stutz, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Stutz serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Stutz for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Stutz, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Stutz is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Stutz's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Stutz against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Stutz's duties as Assistant Director of Public Works / City Engineer, except for any civil action or proceeding brought against Stutz for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Stutz under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Stutz that Stutz is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Stutz serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Stutz acknowledges and agrees that she is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO Stutz: Stutz at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Stutz.
C. This Agreement shall not be assigned by Stutz or City.
D. This Agreement shall not be modified without the written consent of Stutz and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Alyssa Stutz, Assistant Director of Public Works / City Engineer

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

EMPLOYMENT AGREEMENT FOR ASSISTANT DIRECTOR OF PUBLIC WORKS / CITY ENGINEER BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Alyssa Stutz ("Stutz"), collectively, the "Parties", effective June 16, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Stutz as its Assistant Director of Public Works / City Engineer; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Stutz; and

WHEREAS, Stutz desires to be employed as the Assistant Director of Public Works / City Engineer of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Stutz as the Assistant Director of Public Works / City Engineer of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him/her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 16, 2024, and shall continue until June 16, 2027. On or before January 16, 2027, Stutz shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Stutz of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Stutz shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Stutz resigns her position as Assistant Director of Public Works / City Engineer before the expiration date of the initial or any extended term of this Agreement, Stutz shall give the City a sixty (60) day written notice in advance. In such event, Stutz shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Stutz make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Stutz from her position, without cause, as Assistant Director of Public Works / City Engineer, the City shall pay Stutz a lump-sum cash payment equal to six (6) months' salary. In addition, Stutz shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Stutz is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City

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chooses to terminate the agreement, Stutz shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Stutz agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Stutz becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Stutz acknowledges and agrees that her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:
City agrees to appoint Stutz at Step G on the salary schedule, an annual base salary of $151,602, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2025 Cost-of-living increase: Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Cost-of-living increase: Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:
The Council shall direct the City Administrator to complete a performance evaluation of Stutz each year of the contract and during any extension period of the contract. Upon the Council's concurrence with a satisfactory review, Stutz will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Stutz. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Stutz. The City Administrator's evaluation of Stutz will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Stutz's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Stutz shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Stutz shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

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Section 8. Bereavement Leave:
When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Stutz shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Stutz shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Stutz suitable for her use while performing her duties as the Assistant Director of Public Works / City Engineer or compensate her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Upon hire, Stutz shall be credited with a front-loaded amount of forty (40) hours of sick leave representing the first five months of sick leave accrual. The front-loaded sick leave shall be immediately available for use for any qualifying illness or injury. Stutz shall thereafter continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Stutz shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Upon hire, Stutz shall be credited with a front-loaded amount of forty (40) hours of accrued vacation. The front-loaded vacation leave shall be immediately available for use in compliance with the City's policies on vacation leave use. Stutz shall begin to accumulate additional vacation leave at the rate of fifteen (15) working days of vacation per year. After three years as Assistant Director of Public Works / City Engineer, on the anniversary date, Stutz's accrual shall increase from fifteen (15) working days per year to twenty (20) working days per year. Thereafter, one additional day per year shall be added to the accumulation rate, above, on the employees' next anniversary date in his/her assistant department head position until a maximum rate of 25 days per year is reached.

Beginning May 21, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Stutz may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Stutz and her eligible dependents.

City Paid Medical Benefit After Retirement:

This section will terminate in five years on June 4, 2029, without reconsideration by the City Council. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 12. Holidays: Stutz is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

Stutz shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Stutz in the amount of $100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Stutz will pay 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Stutz and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Stutz shall have the option to convert her unused sick leave balance to CalPERS service credit or she may convert it to a dollar value to pay premiums for medical, dental, and vision insurance. Stutz may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Stutz elects to convert her unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, Stutz shall have the option of continuing medical, dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Stutz becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Stutz. The City shall contribute 3% of Stutz's base salary to Stutz's Deferred Compensation Plan. In addition, the City shall match the first 2% that Stutz contributes to Stutz's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Stutz shall only accept outside employment that involves teaching or training related to her profession and any existing

agreements. Any outside employment shall not interfere with Stutz's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Stutz necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Stutz for professional and official travel, meetings, and occasions to continue the professional development of Stutz, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Stutz serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Stutz for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Stutz, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Stutz is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Stutz's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Stutz against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Stutz's duties as Assistant Director of Public Works / City Engineer, except for any civil action or proceeding brought against Stutz for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Stutz under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Stutz that Stutz is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Stutz serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Stutz acknowledges and agrees that she is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO Stutz: Stutz at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Stutz.
C. This Agreement shall not be assigned by Stutz or City.
D. This Agreement shall not be modified without the written consent of Stutz and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Alyssa Stutz, Assistant Director of Public Works / City Engineer

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: APPROVAL OF UPDATED SALARY TABLES FOR ASSISTANT POLICE CHIEF AND POLICE CHIEF AND APPROVAL OF CONTRACT AMENDMENTS FOR ALL CONTRACTED STAFF

DATE: JUNE 4, 2024

SUMMARY

The City Council is requested to adopt the resolutions necessary to approve the amendments to contracted staff contracts and to approve a new salary table for the Assistant Chief of Police and Police Chief.

DISCUSSION

Following completion of negotiations with represented employees, City Administrator Brian Ring with assistance from Assistant City Attorney David Ritchie and HR Manager Liz Ehrenstrom engaged in extensive revisions to Department Head Contracts.

Some of the key changes are:

No changes to the Term (Duration) of the existing contracts

Drug testing policy section modified to conform with current law

Implements pay increases for (non-police department heads): One-time payments in lieu of increases as specified in the Agreements for 2024. One-time payments in lieu of COLA increases in 2025 and 2026 based on CPI not to exceed 5%, but no less than 3%.

Implements pay increases for police department command staff positions according to a new salary table with a one-time "True-up" increase for 2024 to make the total increase in 2024 3%, and COLA increases in 2025 and 2026.

Implements a cap of 3x annual accrual to vacation time (eliminates the prior unlimited accrual of vacation time) and adds a mandatory buy-back of excess accruals over a period of the next two years.

Implements the formula for longevity retiree medical premiums for department heads. This is the formula previously approved by Council.

Implements the "Juneteenth" holiday in department head contracts, consistent with all other employees of the City.

Streamlines and updates the contract language of each Agreement.

In addition, staff are recommending that the new salaries be set for the Assistant Chief of Police and the Police Chief.

FISCAL IMPACT

Changes are included in existing budget

RECOMMENDATION

Approve the attached resolutions

ATTACHMENTS

Resolution Amending the Employment Agreement with Public Works Director Fred Mayo and Employment Agreement between the City and Fred Mayo

Resolution Amending the Employment Agreement with Director of Business Assistance and Housing Development Amy Bergstrand and Employment Agreement between the City and Director of Business Assistance and Housing Development Amy Bergstrand

Resolution Amending the Employment Agreement with Finance Director Ruth Duncan and Employment Agreement between the City and Finance Director Ruth Duncan

Resolution Amending the Employment Agreement with Director of Community Development Pat Piatt and Employment Agreement between the City and Director of Community Development Pat Piatt

Resolution Amending the Employment Agreement with Director of Code Enforcement Ron Belser and Employment Agreement between the City and Director of Code Enforcement Ron Belser

Resolution Amending the Employment Agreement with Assistant Police Chief Jess Darnell and Employment Agreement between the City and Assistant Police Chief Jess Darnell

Resolution Amending the Employment Agreement with Police Chief Bill LaGrone and Amendment to employment agreement between the City and Police Chief Bill LaGrone

Resolution Amending the Employment Agreement with City Administrator Brian Ring and Employment Agreement between the City and City Administrator Brian Ring

Updated Salary Table for Assistant Chief and Chief of Police and Resolution Approving Updated Salary Table for Assistant Chief of Police and Chief of Police Classifications

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT AMENDMENT WITH AMY BERGSTRAND, DIRECTOR – BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

DATE: **MARCH 18, 2025**

SUMMARY

The Council will consider an amendment to the employment contract with Amy Bergstrand, Director – Business Assistance and Housing Development, that would advance Ms. Bergstrand from Step E, $150,123 annual salary to Step G, $166,345 annual salary.

DISCUSSION

Amy Bergstrand, Director – Business Assistance and Housing Development has been employed by the City since October 27, 2004 when she was initially hired as an Administrative/Program Analyst. Amy was promoted to Management Analyst III on November 29, 2005 and then to her current role as Director – Business Assistance and Housing Development on March 16, 2022. Amy's current contract provides for a performance evaluation each year of the contract, where with satisfactory review, consideration is given for a step increase. The Council directed the City Administrator to bring this contract amendment forward advancing Ms. Bergstrand from Step E, $150,123,annual salary to Step G, $166,345 annual salary.

The Government Code requires that all contracts for employment, including amendments, be approved at a regularly scheduled Council Meeting. The amendment to Bergstrand's employment agreement makes the following change:

- A salary advancement to Step G on the Department Head salary schedule, with an annual salary of $166,345, with an effective date of March 17, 2025.
- Advancement of vacation accrual from twenty-one (21) working days per year, to twenty-two (22) working days per year, with an effective date of March 17, 2025.

FISCAL IMPACT

This will represent an annual salary increase of $16,222 and will be absorbed in the existing budget.

RECOMMENDATION

Adopt Resolution No. 9361 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND – (Agreement No. 3407-3).

ATTACHMENTS:

Resolution: 9361
Contract Amendment; and Contract 3407-3

OROVILLE CITY COUNCIL
RESOLUTION NO. 9361

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

(Agreement No.3407-3)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute amendment to the Employment Agreement between the City of Oroville and Amy Bergstrand. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on March 18, 2025 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

AMENDMENT TO EMPLOYMENT AGREEMENT 3407-3 BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

This Amendment, dated March 18, 2025, is to the Employment Agreement ("Agreement") between the City of Oroville ("City") and Amy Bergstrand ("Bergstrand").

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

1. Section 5 of the Salary section of the contract is replaced with the following language:

   City agrees to pay Bergstrand at Step G of the department head salary schedule (Step A at $122,282 through Step H at $175,100), at an annual base salary of $166,345 effective March 17, 2025, and payable at the same time and manner as other Council appointed employees of the City are paid.

	A	B	C	D	E	F	G	H	
Dept Heads	**$122,282**	**$128,714**	**135,486**	**$142,619**	**$150,123**	**$158,028**	**$166,345**	**$175,100**	**Annual**
	$10,190.13	**$10,726.16**	**$11,290.52**	**$11,884.91**	**$12,510.21**	**$13,168.98**	**$13,862.08**	**$14,591.67**	**Monthly**
	$58.7892	**$61.8817**	**$65.1376**	**$68.5668**	**$72.1743**	**$75.9749**	**$79.9736**	**$84.1827**	**Hourly**

2026 Payment in Lieu of Cost of Living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost of living adjustments (COLA) for the calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year (Table A).

2. Section 10.2 of the Vacation Leave section of the contract is replaced with the following language:

   Bergstrand shall accumulate vacation leave at the rate of twenty-two (22) working days of vacation per year, effective March 17, 2025. One additional day per year shall be added to the accumulation rate, above, on the employee's anniversary date in her department head position until a maximum rate of 25 days per year is reached.

   Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

   Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

   Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

   Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

   Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

   Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

   In addition to the above mandatory draw-down schedule for excess vacation, Bergstrand may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

3. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Amy Bergstrand
Director–Business Assistance and Housing Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9568

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

(Agreement No. 3407-2)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Amy Bergstrand. The Amendment is attached hereto as Exhibit "A".

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

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

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

NOES: None

ABSENT: Council Member Riggs

ABSTAIN: None

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

EMPLOYMENT AGREEMENT FOR DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Amy Bergstrand ("Bergstrand"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Bergstrand as its Director of Business Assistance and Housing Development; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Bergstrand; and

WHEREAS, Bergstrand desires to be employed as the Director of Business Assistance and Housing Development of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Bergstrand as the Director of Business Assistance and Housing Development of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until March 15, 2026. On or before October 15, 2025, Bergstrand shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Bergstrand of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Bergstrand shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Bergstrand resigns her position as Director of Business Assistance and Housing Development before the expiration date of the initial or any extended term of this Agreement, Bergstrand shall give the City a sixty (60) day written notice in advance. In such event, Bergstrand shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Bergstrand make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Bergstrand from her position, without cause, as Director of Business Assistance and Housing Development, the City shall pay Bergstrand a lump-sum cash payment equal to six (6) months' salary. In addition, Bergstrand shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Bergstrand is discharged for cause or for conviction of a crime, City shall have no obligation

to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Bergstrand shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Bergstrand agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Bergstrand becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Bergstrand acknowledges and agrees that her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to adjust Bergstrand from Step C to Step E of the department head salary schedule, to an annual base salary of $150,123, effective May 27, 2024, and payable at the same time and manner as other Council Appointed Employees of the City are paid. Bergstrand shall also be provided with a one-time payment, paid along with the next regularly scheduled payroll following City Council adoption of this Agreement, in the amount of $2900.00, less any applicable tax withholdings.

2024 Payment in Lieu of Cost-of-living Increase: Bergstrand shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level (Step C) this payment is calculated to be $4,065, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Bergstrand each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Bergstrand will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Bergstrand. Such criteria may be

added to or deleted from, as the City Administrator may determine from time to time, in consultation with Bergstrand. The City Administrator's evaluation of Bergstrand will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Bergstrand's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Bergstrand shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Bergstrand shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Bergstrand shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Bergstrand shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Bergstrand suitable for her use while performing her duties as the Director of Business Assistance and Housing Development or compensate her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Bergstrand shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Bergstrand shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Bergstrand shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in her department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Bergstrand may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Bergstrand and her eligible dependents.

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse

to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 12. Holidays: Bergstrand is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

Bergstrand shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Bergstrand in the amount of $100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Bergstrand will pay 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Bergstrand and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Bergstrand shall have the option to convert her unused sick leave balance to CalPERS service credit or she may convert it to a dollar value to pay premiums for medical, dental, and vision insurance. Bergstrand may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Bergstrand elects to convert her unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, Bergstrand shall have the option of continuing medical, dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Bergstrand becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Bergstrand. The City shall contribute 3% of Bergstrand's base salary to Bergstrand's Deferred Compensation Plan. In addition, the City shall match the first 2% that Bergstrand contributes to Bergstrand's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Bergstrand shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Bergstrand's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Bergstrand necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Bergstrand for professional and official travel, meetings, and occasions to continue the professional development of Bergstrand, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Bergstrand serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Bergstrand for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Bergstrand, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Development Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Bergstrand is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Bergstrand's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Bergstrand against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the

performance of Bergstrand's duties as Director of Business Assistance and Housing Development, except for any civil action or proceeding brought against Bergstrand for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Bergstrand under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Bergstrand that Bergstrand is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Bergstrand serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Bergstrand acknowledges and agrees that she is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO BERGSTRAND: Bergstrand at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Bergstrand.
C. This Agreement shall not be assigned by Bergstrand or City.
D. This Agreement shall not be modified without the written consent of Bergstrand and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Amy Bergstrand, Director of Business

A 3407-2

Assistance and Housing Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASSISTANT CITY CLERK**

RE: **APPOINTMENT TO THE HOUSING LOAN ADVISORY COMMITTEE**

DATE: **MARCH 18, 2025**

SUMMARY

The City Council shall consider appointing Laura Rattanasouk Hix to the Housing Loan Advisory Committee with a term expiring on March 18, 2029.

DISCUSSION

The Committee considers loan applications for approval for the City of Oroville's First Time Home Buyer Program, City of Oroville's Owner-Occupied Housing Rehabilitation Loan Programs and provides advice and input regarding program guideline development or modifications. Additionally, the Committee will consider borrower and staff requests for modifications with regards to the City's loan portfolio. Laura Rattanasouk Hix submitted her application to the City Clerk's office on February 10, 2025. It is requested that the Council appoint Laura Rattanasouk Hix to the Housing Loan Advisory Committee with a term expiring on March 18, 2029.

FISCAL IMPACT

None

ACTION REQUESTED –

APPOINT LAURA RATTANASOUK HIX TO THE HOUSING LOAN ADVISORY COMMITTEE WITH A TERM EXPIRING ON MARCH 18, 2029.

ATTACHMENTS

Committee Application

CITY OF OROVILLE
FEB 10 2025
CITY CLERK DEPT.

CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:
Housing Loan Advisory Committee

Note: If you are applying for more than one committee/commission, number in order of preference.

- ☐ Planning Commission
- ☐ Arts Commission
- ☐ Housing Loan Advisory Committee
- ☐ Economic Development Loan Advisory Committee
- ☐ Park Commission
- ☐ Southside Community Center Advisory Committee
- ☐ Arts, Cultural Entertainment District Advisory Committee
- ☐ Mosquito Abatement District Committee
- ☐ Other: _____

APPLICANT INFORMATION

Name (print): Laura Rattanasouk Hix

Residence Address: 19 Serra Monte Dr

Mailing Address (if different): _____

Telephone: 503-998-3827 E-Mail Address: lattaphone@yahoo.com

Are you a qualified elector** of the City? Yes ☑ No ☐

EMPLOYMENT INFORMATION

Occupation: Closing Manager

Current Employer: Root Mortgage

Current Employer Address: 10121 SE Sunnyside Rd Clackamas OR 97015

Telephone: 5032088220

EXPERIENCE/BACKGROUND
(Additional information/resume may be provided on page 2 of this application)

Education: BS Business Administration from Warner Pacific College

Memberships of Organizations: _____

Have you served on any committee/commission in the past? Yes ☐ No ☑

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

website

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 2-10-25 Signature:

Please use this space for any other additional information that you would like to provide in support of your application.

With over 25 years of experience in the mortgage and banking industry, including 12 years in various management roles overseeing compliance, underwriting, and closing departments, I believe my background will be a valuable asset to the committee. My extensive knowledge and hands-on experience in these areas have equipped me with a comprehensive understanding of industry operations.

As my current company is not licensed in California, I will remain impartial while serving on the committee to ensure fairness and objectivity.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

We moved to Oroville 3 years ago. Oroville is a great town, and I would love to do my part to contribute to the community

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

With over 25 years of experience in the mortgage and banking industry, including 12 years in various management roles overseeing compliance, underwriting, and closing departments, I believe my background will be a valuable asset to the committee. My extensive knowledge and hands-on experience in these areas have equipped me with a comprehensive understanding of industry operations.
As my current company is not licensed in California, I will remain impartial while serving on the committee to ensure fairness and objectivity.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

no

Date: 2-10-25 Signature: _____

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASSISTANT CITY CLERK**

RE: **SPONSORSHIP OPPORTUNITY FOR THE OROVILLE AREA CHAMBER OF COMMERCE ANNUAL DINNER & AWARDS CEREMONY**

DATE: **MARCH 18, 2025**

SUMMARY

The City Council shall consider sponsoring the Oroville Area Chamber of Commerce Annual Dinner and Award Ceremony.

DISCUSSION

Each year, the OACC Annual Dinner & Awards Ceremony brings together prominent business and community leaders for an evening of celebration and networking. The event not only honors local businesses for their achievements but also plays a vital role in promoting economic growth and fostering a sense of unity within the Oroville business community. Sponsorship of this event provides businesses with a unique opportunity to showcase their brand, gain recognition, and support local economic initiatives. By becoming a sponsor, businesses can enhance their visibility and demonstrate their commitment to the growth and success of Oroville. The event is going to be held at 6:00pm on Thursday March 27 at Feather Falls Casino and Lodge.

Table for 8 sponsorship is $550. There are other sponsorship opportunities as well.

FISCAL IMPACT

None

ACTION REQUESTED –

1) Select a Sponsorship level to support; or
2) Do not sponsor.

ATTACHMENTS

Sponsorship Application and Flyer

Oroville Area
CHAMBER of COMMERCE

2025 OACC Annual Dinner & Awards Ceremony

Sponsorship Application

Join us on **Thursday, March 27, from 6:00 to 8:00 PM** at the **Banquet Rooms inside Feather Falls Casino & Lodge** for an evening celebrating Oroville's finest businesses! Showcase your brand, connect with community leaders, and support the Chamber's mission by becoming a valued event sponsor. Secure your sponsorship today!

Benefits for the various Sponsorship Levels are on Page 2.

Please Choose a Sponsorship Level

☐ Title Sponsor ($10,000) ☐ Platinum Sponsor ($5,000) ☐ Gold Sponsor ($2,500)

☐ Silver Sponsor ($1,250) ☐ Bronze Sponsor ($600)

☐ Upgrade to Table of 8 for Gold (Add. $100) / Silver (Add. $250) / Bronze (Add. $400)

☐ Extra Tickets ($75/Ticket) _____ #of Extra Tickets

Raffle Sponsors

Will you be donating a raffle prize? ☐ Yes ☐No

If donating a raffle prize, what is the estimated value of the donation:_____

Raffle Donors will be recognized at the event and in post-event recognition materials.

Contact Information

Organization Name:_____

Representative Name:_____

Phone:_____ Email:_____

Address:_____

City:_____ State:_____ Zip Code:_____

Payment Information

Payment Amount: $_____

Payment Method: ☐ Credit Card (Call Amber Miland to Pay Over the Phone) ☐Check/Cash

Please make checks payable to the "Oroville Area Chamber of Commerce"

Any Questions? Contact Amber Miland at (530) 538-2542 or at amarron@orovillechamber.com

Oroville Area CHAMBER of COMMERCE

2025 Oroville Chamber Annual Dinner & Award Ceremony

Sponsor Benefits

	Title (Limit 1)	Platinum	Gold	Silver	Bronze
Title Sponsor Exclusive	X				
"Present By" Status	X				
Podium Time	X				
Company Banner @ Event	X				
Post-Event Thank You Cards	Name				
Pre-Event					
Mailed Invitation	Logo	Logo			
Press Release	Name	Name			
Event Flyer	Logo	Logo	Logo		
Event Website	Logo	Logo	Logo	Name	Name
Event Emails	Logo	Logo	Name	Name	
Event Social Media	Logo	Logo	Name		
Tickets to the Event	8	8	6	4	2
On-Site at Event					
Event Signage	Logo	Logo	Logo	Name	
Pre-Dinner Slideshow	Logo	Logo	Logo	Name	Name
Event Announcements	Name	Name	Name	Name	Name
Program Ads	Cover	Full Page	½ Page	¼ Page	Listing
Post-Event					
Post-Event Email	Logo	Logo	Name	Name	
Post-Event Social Media	Logo	Logo	Name	Name	

Oroville Area
CHAMBER of COMMERCE

2025 OACC Annual Dinner & Awards Ceremony Sponsorship Letter

Event Date: Thursday, March 27, 2025
The Banquet Rooms at Feather Falls Casino & Lodge

Dear Oroville Business Leader,

We invite you to be a proud sponsor of the OACC Annual Dinner & Awards Ceremony, our premier fundraiser celebrating the best of Oroville! This special evening will honor outstanding local businesses with the prestigious "Best of Oroville" awards while bringing together business and community leaders for an unforgettable night.

Your sponsorship is an opportunity to showcase your business, support economic growth, and be recognized among Oroville's finest. Sponsorship packages offer valuable marketing benefits, including event recognition, promotional opportunities, and more.

Join us in making this year's celebration the best yet! Secure your sponsorship today by returning the attached Sponsorship Application or call us at (530) 538-2542.

Thank you for your support—we look forward to celebrating with you!

Best regards,

Amber Miland
Communications Director
Oroville Area Chamber of Commerce

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**
CONNOR MUSLER, CONTRACT CITY PLANNER

RE: **FIRST READING OF ZONING CODE AMENDMENT (ZC) 24-04, AMENDING SECTION 17.04.060 (DEFINITIONS) AND CHAPTER 17.20 (SIGN REGULATIONS) OF THE OROVILLE MUNICIPAL CODE (OMC)**

DATE: **MARCH 18, 2025**

SUMMARY

The Council will consider approving ZC 24-04, amendments to the City's Sign Code as it pertains to the regulation of freestanding-signs, wall signs, and the processing of sign programs. ZC 24-04 would specifically amend Section 17.04.060 "Definitions," Section 17.20.070 "Requirements for specific types of signs," Section 17.20.080 "Sign programs", Section 17.20.120 "Requirements for commercial and mixed-use districts," Section 17.20.130 "Requirements for industrial districts," and Section 17.20.140 "Requirements for special purpose districts."

BACKGROUND

The City's Sign Regulations can be found in Chapter 17.20 of the Oroville Municipal Code (OMC) (henceforth referred to as the "Sign Regulations" or "Sign Code"). This Sign Code establishes regulations for the construction and placement of signage on properties within the City. The Sign Code at present was adopted by the City Council on June 16, 2021, (Ordinance 1849) following a yearslong comprehensive update effort by the Planning Commission and City Staff that began in 2015.

In utilizing the Sign Code to review signage applications, Staff have found challenges in implementing the regulations as adopted. These challenges have included unclear regulations and overly strict signage limitations, with opportunities to simplify the regulations to make it easier for applicants to design signage and for Staff to review said applications. Staff provided a presentation and facilitated a discussion with the Planning Commission at their March 28, 2024, regular meeting to discuss potential amendments to the City's Sign Code, specifically as it pertains to freeway-oriented freestanding signs, before returning on May 23, 2024, for an additional discussion. At this May 23, 2024,

meeting Staff received a consensus from the Commission to finalize the proposed amendments and return for a public hearing. On July 25, 2024, the Planning Commission conducted a public hearing and adopted a resolution recommending that the City Council adopt the proposed Sign Code amendments.

DISCUSSION

The purpose of the Sign Code is to "provide standards to safeguard the public health, safety and welfare, and to enhance the aesthetic character of development in the city, by regulating and controlling the design, number, area, height, quality of materials, construction, illumination, location, and maintenance of all signs and sign structures and to implement the purposes, policies and programs of the general plan." To accomplish this, the Sign Code establishes regulations for the types, sizes, and design and placement criteria of signs that are allowed in the various zoning districts throughout the City.

Generally, the zoning districts that allow for intense commercial uses (ex. C-2, MXC, and M-2 zoning districts) are located along major commercial corridors (ex. SR 162, SR 70, and Feather River Blvd) and also allow for larger signs. The zoning districts that are more neighborhood serving (ex. CN and MXN zoning districts) allow for smaller signs to reinforce the smaller scale neighborhood focus of development. Lastly, the regulations for signage within the Historic Downtown Oroville places an emphasis on balancing the historic character of the neighborhood by way of allowing for businesses to use "A" Frame Signs and the continued use historic signs.

Wall Signage Regulations

Wall signs are signs that are affixed to the wall of a building and are one of the most common sign types. The Sign Code allows for these sign types to be installed in all commercial and mixed-use zoning districts, subject to the following general regulations:

- There is no maximum number of wall signs that may be installed per wall.
- Banners may be used as permanent signage.
- Wall signs shall not exceed 10% of the wall area.
- Square footage shall not exceed the maximum square footage for all signs on a property.

The maximum square footage for all signage on a property is based on the gross building square footage and the linear footage of building frontage facing a street or parking lot. The intended result is that a building with a larger floor area square footage tends to have a larger building frontage, and thus a larger allowance for signage square footage to fit the scale of the building. However, the unintended results can include signage which does not fit the scale of the building or site, or individual tenants within a multi-tenant property "taking" more signage than other tenants. In addition, allowing for banners to be used as permanent signage lends itself to long term aesthetic and

maintenance concerns. To address these issues, the following amendments are proposed:

- Establishing a maximum of one wall sign per building frontage or tenant suite elevation facing a street or parking lot.
- Setting a sign area allowance for wall signs based on the length of building frontage (ex. 1 sq ft per linear foot of building frontage) as opposed to a blanket maximum of 10% of the wall area.
- Prohibiting banners from being used as permanent signage and setting a maximum display period of 30 days.

Freestanding Signage Regulations

Freestanding signs are signs that are “a detached sign that is elevated above the ground by one or more poles, braces or similar structures.” The term freestanding sign is an overarching category which includes pole signs (sign supported by a single pole) and monument signs (shorter sign supported by a solid base). Freestanding signs are subject to the following general regulations:

- Not allowed within the Downtown Historic Overlay.
- Up to one freestanding sign and one monument sign may be installed per property, per frontage.
- Maximum heights range from eight (8) feet to 85 feet.
- Maximum size of up to 100 sq. Ft., depending on length of street frontage.
- Square footage shall not exceed the maximum square footage for all signs on a property.

The amendments proposed include:

- Modifying the definition of a freeway-oriented sign.
- Clarifying the placement of monument signs and freestanding signs on one parcel.
- Differentiating between freestanding signs and freeway-oriented freestanding signs and establishing new standards specific for freeway-oriented freestanding signs.
- Clarifying that freestanding signs, including monument signs and freeway-oriented freestanding signs do not count towards the maximum total area for all signs on a site.
- Establishing a maximum area for monument signs, similar to what is required for freestanding signs

Sign Program Regulations

Sign programs are a “coordinated sign plan for one or more businesses or uses located on a site, incorporating one or more common elements such as color, materials, lettering, illumination, sign type and sign shape.” Essentially, the use of a sign program

is to precisely implement sign regulations specifically to a site. The Sign Code section for sign programs allows for minor modifications from the Sign Code as it relates to number of signs allowed and the maximum sign height, size, and placement of signs on a property. Some developments within the City that have utilized sign programs include “The Home Depot,” “Walmart,” and “The Feather River Crossings.” However, the sign program regulations are overly restrictive in the deviations allowed from the Sign Code, which disincentives their use. To address some of the challenges, the following amendments are proposed:

- Requiring sign programs for new shopping center and multi-tenant (four or more tenants) development.
- Allowing for greater flexibility to increase the size and height of signs.
- Establishing the sign program process as the formal process for projects requesting to deviate from the City’s Sign Code, as opposed to a variance procedure.

ENVIRONMENTAL REVIEW

Zoning Code Amendment ZC24-04 is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

FISCAL IMPACT

There is minimal fiscal impact associated with the recommended actions.

RECOMMENDATION

1. **Find that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3).**
2. **Introduce for first reading Ordinance No. 1886 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING THE OROVILLE MUNICIPAL CODE SECTION 17.04.060 “DEFINITIONS,” SECTION 17.20.070 “REQUIREMENTS FOR SPECIFIC TYPES OF SIGNS,” SECTION 17.20.080 “SIGN PROGRAMS,” SECTION 17.20.120 “REQUIREMENTS FOR COMMERCIAL AND MIXED-USE DISTRICTS,” SECTION 17.20.130 “REQUIREMENTS FOR INDUSTRIAL DISTRICTS,” AND SECTION 17.20.140 “REQUIREMENTS FOR SPECIAL PURPOSE DISTRICTS”**

ATTACHMENTS

1. Ordinance No. 1886
2. Redline Changes

Attachment 1

CITY OF OROVILLE
ORDINANCE NO. 1886

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING THE OROVILLE MUNICIPAL CODE SECTION 17.04.060 "DEFINITIONS," SECTION 17.20.070 "REQUIREMENTS FOR SPECIFIC TYPES OF SIGNS," SECTION 17.20.080 "SIGN PROGRAMS," SECTION 17.20.120 "REQUIREMENTS FOR COMMERCIAL AND MIXED-USE DISTRICTS," SECTION 17.20.130 "REQUIREMENTS FOR INDUSTRIAL DISTRICTS," AND SECTION 17.20.140 "REQUIREMENTS FOR SPECIAL PURPOSE DISTRICTS"

WHEREAS, the City of Oroville has prepared an Ordinance to amend Section 17.04.060 "Definitions", Section 17.20.070 "Requirements for Specific Types of Signs", Section 17.20.090 "Sign Programs", Section 17.20.120 "Requirements for Commercial and Mixed-Use Districts", Section 17.20.130 "Requirements for Industrial Districts", and Section 17.20.140 "Requirements for Special Purpose Districts"; and

WHEREAS, the Oroville 2030 General Plan sets forth goals, objectives, and policies to enhance and maintain Oroville's visual appearances and encourage the development of attractive commercial areas; and

WHEREAS, the City of Oroville currently regulates the construction and placement of signage in accordance with OMC Chapter 17.20; and

WHEREAS, City Staff identified challenges in implementing the current sign code as written; and

WHEREAS, the proposed amendments to OMC Section 17.04.060 and Chapter 17.20 include modified regulations for freestanding signs and wall signs; and

WHEREAS, the Oroville Planning Commission received a presentation from Staff and conducted a discussion at their March 28, 2024, and May 23, 2024, regular meetings to discuss potential amendments to the City's Sign Code before returning on May 23, 2024, for an additional discussion; and

WHEREAS, On July 25, 2024, the Planning Commission conducted a public hearing and adopted a resolution recommending that the City Council adopt the proposed sign code amendments; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and compatible with the uses authorized in the applicable zoning districts for which the revisions are proposed; and

WHEREAS, adoption of this Ordinance is not subject to the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, at a duly noticed public hearing, the City Council considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the code changes described herein and considered the City's staff report regarding the project.

NOW, THERFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings.

The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporate them herein as findings.

Section 2: Amendments to the Oroville Municipal Code Section 17.04.060 (Definitions)

Section 17.04.060 (Definitions) of the Oroville Municipal Code is hereby amended as provided in Exhibit "1," attached hereto and incorporated herein by reference.

Section 3: Amendments to the Oroville Municipal Code Section 17.20.070 (Requirements for Specific Types of Signs)

Section 17.20.070 (Requirements for Specific Types of Signs) of the Oroville Municipal Code is hereby amended as provided in Exhibit "2," attached hereto and incorporated herein by reference.

Section 4: Amendments to the Oroville Municipal Code Section 17.20.080 (Sign Programs)

Section 17.20.080 (Sign Programs) of the Oroville Municipal Code is hereby amended as provided in Exhibit "3," attached hereto and incorporated herein by reference.

Section 5: Amendments to the Oroville Municipal Code Section 17.20.120 (Requirements for Commercial and Mixed-Use Districts)

17.20.130 (Requirements for Industrial Districts) of the Oroville Municipal Code is hereby amended as provided in Exhibit "4," attached hereto and incorporated herein by reference

Section 6: Amendments to the Oroville Municipal Code Section 17.20.130 (Requirements for Industrial Districts)

Section 17.20.130 (Requirements for Industrial Districts) of the Oroville Municipal Code is hereby amended as provided in Exhibit “5,” attached hereto and incorporated herein by reference.

Section 7: Amendments to the Oroville Municipal Code Section 17.20.140 (Requirements for Special Purpose Districts)

Section 17.20.140 (Requirements for Special Purpose Districts) of the Oroville Municipal Code is hereby amended as provided in Exhibit “6,” attached hereto and incorporated herein by reference.

Section 8: Environmental Determination.

Zoning Code Amendment ZC24-04 is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 9: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequntly declared invalid or unconstitutional.

Section 10: Effective Date.

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 18th day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber. City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

EXHIBIT 1

17.04.060 Definitions.

Sign, freeway-oriented. Any sign for a business or businesses that is designed to be visible from State Route 70 or any other freeway as designated in the Circulation Element of the General Plan.

EXHIBIT 2

17.20.070 Requirements for specific types of signs.

C. **Monument Signs.**

1. Monument signs shall not be placed on any lot frontage with a building setback of less than 20 feet.

2. A minimum distance of 50 feet shall separate any 2 monument signs.

3. A monument sign shall not be placed on any lot frontage on the same parcel that has a freestanding sign unless the two signs are separated by a minimum distance of 75 feet.

D. **Freestanding Signs.**

1. Freestanding signs shall not be placed on any lot frontage with a width of less than 75 feet, or with a building setback of less than 25 feet.
2. A minimum distance of 75 feet shall separate any 2 freestanding signs.
3. A freestanding sign shall not be placed on any lot frontage on the same parcel that has a monument sign unless the two signs are separated by a minimum distance of 75 feet.
4. The maximum height of a freestanding sign for properties that abut State Route (SR) 162 shall be up to 25 feet.
5. The maximum freestanding sign area is based on the total linear street frontage of the front side of the site as follows:

Street Frontage	Sign Area
Up to 200 ft.	50 sq. ft. per side
200 to 400 ft.	75 sq. ft. per side
Over 400 ft.	100 sq. ft. per side

6. No portion of a freestanding sign shall project above a public right-of-way.
7. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 30 square feet of sign area equates to 60 square feet of required landscaped area.

E. **Freeway-Oriented Freestanding Signs.**

1. A freeway-oriented freestanding sign may be approved on a nonresidential zoned parcel immediately abutting State Route 70 right-of-way, or separated by a road running parallel to State Route 70 where no parcels separate the road from State Route 70 right-of-way, so long as the property is within a ¼ mile distance from a State Route 70 right-of-way.

2. The maximum height and associated permitting requirements for freeway-oriented freestanding signs shall be as follows:

	Height	Permit Requirements
Single Tenant or Multiple Tenants	40 feet	Sign Permit
Multiple Tenants	60 feet plus 5 additional feet per tenant, up to 85 feet	Use Permit
Property within ¼ mile of a State Route 70 off-ramp	85 feet	Use Permit

3. The maximum freeway-oriented freestanding sign area is based on the total linear street frontage of the side of the site facing State Route 70 as follows:

Street Frontage	Sign Area (Single Tenant)	Sign Area (Multi-Tenant Sign)
Up to 200 ft.	50 sq. ft. per side	150 sq. ft. per side
200 to 300 ft.	75 sq. ft. per side	250 sq. ft. per side
Over 400 ft.	100 sq. ft. per side	350 sq. ft. per side

4. Two or more contiguous parcels, not located within a shopping center or similar cohesive development, may share a freeway-oriented freestanding sign subject to the height and square footage limits of this section. If two or more contiguous parcels share a freeway-oriented freestanding sign, the parcels shall not be allowed a separate freeway-oriented freestanding sign or other freestanding sign advertising their individual parcel.

   a. As a condition for the approval of a freeway-oriented sign for two or more contiguous parcels not located within a shopping center or similar cohesive development, an agreement shall be executed between the property owners. The agreement shall be in a form approved by the city attorney and zoning administrator and shall be binding upon the property owner and any successors in interest.
5. Freeway-oriented freestanding signs shall not be placed on any frontage with a width of less than 75 feet, or with a building setback of less than 25 feet.
6. A minimum distance of 75 feet shall separate any 2 freeway-oriented freestanding signs.
7. No portion of the sign shall project above a public right-of-way.
8. The sign shall comply with the location, placement, and design criteria of Section 17.20.060.
9. Support structures for freeway-oriented freestanding signs containing four (4) or more tenant panels shall be cladded or skirted from the base/ground to the sign frame so as to not leave an exposed pole. Cladding or skirting materials shall be complementary in style and color to the building(s) of the subject property.
10. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 30 square feet of sign area equates to 60 square feet of required landscaped area.
    a. If the sign is located abutting State Route 70 at the rear of the property primarily used as a service area and not for regular customer access, decorative rock, gravel, bark, and other low-maintenance landscaping techniques and plantings may be utilized so long as the base area equal to twice the area of one face of the sign is not paved.

EXHIBIT 3

17.20.080 Sign programs.

A. **Purpose.** Sign programs are specifically intended to address the unique needs of certain uses and properties that include multiple uses on a site, or multiple signs for uses with special sign needs. Sign programs shall be used to achieve aesthetic compatibility between the signs within a project and provide flexibility in the number, size, location and type of signs.

B. **Applicability.** A sign program shall be required for the following:

1. Any new non-residential development with four (4) or more tenants.
2. Shopping centers containing at least one (1) anchor tenant occupying at least 50,000 sq. ft. and at least three (3) other tenants who share common parking and pedestrian facilities.
3. Any requests for deviations from the regulations and standards of this chapter.

Sign programs may also be required as a condition of approval for a project requiring development review or a use permit, specifically for the following uses:

1. Multiple-tenant buildings.
2. Drive-through establishments.
3. Uses with freeway-oriented signs.
4. Automobile or other vehicle sales.
5. All uses within a planned development (PD-O) overlay district.

C. **Modification of Standards.** A sign program may modify any of the following standards of this section:

1. The number of signs allowed.
2. The size allowed for an individual sign.

3. The maximum height of monument and freestanding signs; provided, however, as follows:

a. The height shall not exceed ~~20~~ 40 feet for establishments that are contiguous to Oroville Dam Boulevard, and ~~15~~ 25 feet for all other establishments.

b. The maximum height shall not be increased for signs in a residential district or the downtown historic overlay (DH-O).

4. The location and type of signs allowed; provided, however, as follows:

a. A sign program shall allow no more than one sign that is not located on the same site as its associated use, in addition to any such signs that may be allowed by this section.

b. A sign program shall not include a prohibited sign.

D. **Design Requirements.**

1. Sign programs shall be designed so that all signs have visually compatible themes and placement.
2. Signs shall draw from a common palette of materials, colors, shapes, lettering types and sizes, and illumination methods. This common palette shall be compatible with the architecture and scale of the site's buildings.
3. For developments with existing signs, the sign program shall include existing signage at the property and designate appropriate replacements, if any, which are consistent with the new signage.

E. **Submittal Requirements.** An application for a sign program shall consist of the following:

1. A copy of a site plan showing location of buildings, parking areas, driveways, landscaped areas, and adjacent streets.
2. A site plan indicating the location of all existing and proposed signs requiring a permit.
3. A matrix summarizing the total number of signs, sign area for individual signs, total sign area and height, for each existing and proposed sign type.
4. For each existing sign to remain or proposed sign in the Planned Sign Program, the following shall be specified:

a. Location of each sign on the buildings and property;

b. Sign dimensions;

c. Color scheme;

d. Lettering or graphic style;

e. Lighting, if any;

f. Materials;

g. Landscaping quantities, types, sizes, and planter area dimensions if signs are to be located within landscaped planters;

h. Statement of justification for requests for deviations; and

i. Other information as deemed necessary for the adequate evaluation of the proposed Planned Sign Program.

F. **Review of Sign Programs.** All sign programs shall be subject to development review, in accordance with the requirements of Chapter 17.52 (Development Review) and the requirements of this section. Any sign program requesting deviations from the provisions of this chapter shall be subject to Planning Commission action. The review authority for development review shall approve a sign program only upon determining that:

1. The signs included in the sign program have one or more common design elements, such as their placement, colors, materials, illumination, sign type, sign shape, letter size, and lettering type.

2. The colors, materials, size and placement of the signs included in the sign program are compatible with the materials, architecture and scale of the buildings and signs on the site. (Ord. 1749 § 4; Ord. 1849 § 2)

EXHIBIT 4

17.20.120 Requirements for commercial and mixed-use districts.

Table 17.20.120-1

Allowed Signs in CN and MXN Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	Determined by maximum total sign area permitted	1 square foot for each linear foot of building fronting a street, public way or public or customer parking area[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	Determined by maximum total sign area permitted		Below eave or below sill of second floor window	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function.
Canopy signs	No maximum	Determined by maximum total sign area permitted		Below eave or below sill of second floor window	Yes; internal illumination prohibited	—
Monument signs	1 per frontage	30 sq. ft. per sign face		6 feet	Yes	§ 17.20.070
Projecting signs	1 per tenant on each frontage	Determined by maximum total sign area permitted		Below eave or below sill of second floor window	Yes	§ 17.20.070
Wall signs	1 per building frontage or tenant suite elevation facing a street or parking lot	1 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		Below eave	Yes	§ 17.20.070
Window signs	No maximum	25% of window area		No maximum	Yes	§ 17.20.070

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs, whose maximum area shall be as specified in Section 17.20.070 and not apply to the maximum total area for all signs on a site.

2 The maximum total area shall not be lower than 25 square feet.

Table 17.20.120-2

Allowed Signs in C-1, OF and MXD Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 40 sq. ft., whichever is less	Less than 20,000 sq. ft. of gross floor area on site: 1.5 sq. ft. for each linear foot of building frontage, or 300 sq. ft., whichever is less[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	40 sq. ft.		20 feet[5]	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	5 sq. ft. per face	At least 20,000 sq. ft. of gross floor area on-site: 1.5 sq. ft. for each linear foot of building frontage, or 350 sq. ft., whichever is less[3]	20 feet[5]	Yes; internal illumination prohibited	—
Freestanding signs	1 per frontage	See § 17.20.070		12 feet[4]	Yes	§ 17.20.070 § 17.20.150
Monument signs	1 per frontage	50 sq. ft. per sign face	40,000 to 80,000 sq. ft. of gross floor area: 1.5 sq. ft. for each linear foot of	8 feet	Yes	§ 17.20.070 § 17.20.150

			building frontage, or 400 sq. ft., whichever is less[4]			
Projecting signs	1 per tenant on each frontage	50 sq. ft.		20 feet[5]	Yes	§ 17.20.070
Wall signs	1 per building frontage or tenant suite elevation facing a street or parking lot	1.5 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area	80,000 to 140,000 sq. ft. of gross floor area: 1.5 sq. ft. for each linear foot of building frontage, or 450 sq. ft., whichever is less	20 feet[5]	Yes	§ 17.20.070 § 17.20.150
Window signs	No maximum	25% of window area	140,000 to 200,000 sq. ft. of gross floor area: 1.5 sq. ft. for each linear foot of building frontage, or 500 sq. ft., whichever is less	No maximum	Yes	§ 17.20.070

Notes:

1 The maximum total area for all signs applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs.

2 For a gross floor area less than 20,000 square feet, the maximum total area shall not be lower than 50 square feet.

3 For a gross floor area of at least 20,000 square feet, the maximum total area shall not be lower than 75 square feet.

4 Sites contiguous to State Route 162, may have additional height as specified in Section 17.20.070.

5 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

Table 17.20.120-3

Allowed Signs in C-2, CH, CLM and MXC Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 40 sq. ft., whichever is less	Less than 20,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 300 sq. ft., whichever is less[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	40 sq. ft.		20 feet[6]	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	5 sq. ft. per face		20 feet[6]	Yes; internal illumination prohibited	—
Freestanding signs	1 per frontage	See § 17.20.070	20,000 to 40,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 350 sq. ft., whichever is less[3]	12 feet[5]	Yes	§ 17.20.070
Freeway-oriented freestanding sign	1 per property	See § 17.20.070		See § 17.20.070	Yes	§ 17.20.070
Marquee signs	1 per frontage	Determined by total area		10 feet	Yes	—
Monument signs	1 per frontage	50 sq. ft. per sign face		8 feet	Yes	§ 17.20.070
Projecting signs	1 per tenant on each frontage	50 sq. ft.	40,000 to 80,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 400 sq. ft., whichever is less[4]	20 feet[6]	Yes	§ 17.20.070
Wall signs	1 per building frontage or tenant suite elevation facing a street or parking lot	1.5 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		20 feet[6]	Yes	§ 17.20.070

Window signs	No maximum	25% of window area	80,000 to 140,000 square feet of gross floor area: 1.5 square feet per linear foot of building frontage, or 450 square feet, whichever is less	No maximum	Yes	§ 17.20.070
			140,000 to 200,000 square feet of gross floor area: 1.5 square feet per linear foot of building frontage, or 500 square feet, whichever is less			

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs.

2 For a gross floor area less than 20,000 square feet, the maximum total area shall not be lower than 50 square feet.

3 For a gross floor area between 20,000 and 40,000 square feet, the maximum total area shall not be lower than 75 square feet.

4 For a gross floor area more than 40,000 square feet, the maximum total area shall not be lower than 100 square feet.

5 Sites contiguous to State Route, may have additional height as specified in Section 17.20.070.

6 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

EXHIBIT 5

17.20.130 Requirements for industrial districts.

Table 17.20.130-1

Allowed Signs in Industrial Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 40 sq. ft., whichever is less	Less than 20,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 300 sq. ft., whichever is less[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	40 sq. ft.		20 feet[6]	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	5 sq. ft. per face		20 feet[6]	Yes; internal illumination prohibited	—
Freestanding signs	1 per frontage	See § 17.20.070	20,000 to 40,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 350 sq. ft., whichever is less[3]	12 feet[4]	Yes	§ 17.20.070
Monument signs	1 per frontage	50 sq. ft. per sign face		8 feet	Yes	§ 17.20.070
Projecting signs	1 per tenant on each frontage	50 sq. ft.	40,000 to 80,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 400 sq. ft., whichever is less[4]	20 feet[5]	Yes	§ 17.20.070
Wall signs	1 per building frontage or tenant suite elevation facing a street or parking lot	1.5 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		20 feet[5]	Yes	§ 17.20.070

Window signs	No maximum	25% of window area	80,000 to 140,000 square feet of gross floor area: 1.5 square feet per linear foot of building frontage, or 450 square feet, whichever is less	No maximum	Yes	§ 17.20.070
			140,000 to 200,000 square feet of gross floor area: 1.5 square feet per linear foot of building frontage, or 500 square feet, whichever is less			

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs.

2 For a gross floor area less than 20,000 square feet, the maximum total area shall not be lower than 50 square feet.

3 For a gross floor area of at least 20,000 square feet, the maximum total area shall not be lower than 75 square feet.

4 Sites contiguous to State Route 162 may have additional height as specified in Section 17.20.070.

5 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

EXHIBIT 6

17.20.140 Requirements for special purpose districts.

Table 17.20.140-1

Allowed Signs in PQ Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 25 sq. ft., whichever is less	1 square foot for each linear foot of building frontage, or 100 square feet, whichever is less[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	30 sq. ft.		20 feet[3]	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	4 sq. ft. per face		20 feet[3]	Yes; internal illumination prohibited	—
Monument signs	1 per frontage	50 sq. ft. per sign face		6 feet	Yes	§ 17.20.070 § 17.20.150
Projecting signs	1 per tenant on each frontage	50 sq. ft.		20 feet[3]	Yes	§ 17.20.070
Wall signs	1 per building frontage or tenant suite elevation facing a street or parking lot	1 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		20 feet[3]	Yes	§ 17.20.070 § 17.20.150

Window signs	No maximum	25% of window area		No maximum	Yes	§ 17.20.070

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs

2 The maximum total area shall not be lower than 25 square feet.

3 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

Attachment 2

17.04.060 Definitions.

Sign, freeway-oriented. Any sign for a ~~freeway-oriented~~ business or businesses that is designed to be visible from ~~the freeway on which the business depends~~ State Route 70 or any other freeway as designated in the Circulation Element of the General Plan.

17.20.070 Requirements for specific types of signs.

C. **Monument Signs.**

1. Monument signs shall not be placed on any lot frontage with a building setback of less than 20 feet.

2. A minimum distance of 50 feet shall separate any 2 monument signs.

3. A monument sign shall not be placed on any lot frontage on the same parcel that has a freestanding sign unless the two signs are separated by a minimum distance of 75 feet.

D. **Freestanding Signs.**

1. Freestanding signs shall not be placed on any lot frontage with a width of less than 75 feet, or with a building setback of less than 25 feet.

2. A minimum distance of 75 feet shall separate any 2 freestanding signs.

3. A freestanding sign shall not be placed on any lot frontage on the same parcel that has a monument sign unless the two signs are separated by a minimum distance of 75 feet.

4. The maximum height of a freestanding ~~freeway-oriented~~ sign for properties that abut State Route (SR) 162 ~~shall be 40~~ shall be up to 25 feet. ~~Increased height, up to a maximum of 85 feet, may be permitted if the property is within a ¼ mile distance of SR 70. The maximum permitted height shall be specified in the sign permit.~~

~~4. The planning commission can approve an increase in the allowed height of a freestanding sign if the need for this increase is demonstrated by means of a balloon test or other method approved by the zoning administrator.~~

5. The maximum freestanding sign area is based on the total linear street frontage of the front side of the site as follows:

Street Frontage	Sign Area

Up to 200 ft.	50 sq. ft. per side
200 to 400 ft.	75 sq. ft. per side
Over 400 ft.	100 sq. ft. per side

6. No portion of a freestanding sign shall project above a public right-of-way.

7. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 30 square feet of sign area equates to 60 square feet of required landscaped area.

E. **Freeway-Oriented Freestanding Signs.**

1. A freeway-oriented freestanding sign may be approved on a nonresidential zoned parcel immediately abutting State Route 70 right-of-way, or separated by a road running parallel to State Route 70 where no parcels separate the road from State Route 70 right-of-way, so long as the property is within a ¼ mile distance from a State Route 70 right-of-way.

2. The maximum height and associated permitting requirements for freeway-oriented freestanding signs shall be as follows:

	Height	Permit Requirements
Single Tenant or Multiple Tenants	40 feet	Sign Permit
Multiple Tenants	60 feet plus 5 additional feet per tenant, up to 85 feet	Use Permit
Property within ¼ mile of a State Route 70 off-ramp	85 feet	Use Permit

3. The maximum freeway-oriented freestanding sign area is based on the total linear street frontage of the side of the site facing State Route 70 as follows:

Street Frontage	Sign Area (Single Tenant)	Sign Area (Multi-Tenant Sign)
Up to 200 ft.	50 sq. ft. per side	150 sq. ft. per side
200 to 300 ft.	75 sq. ft. per side	250 sq. ft. per side
Over 400 ft.	100 sq. ft. per side	350 sq. ft. per side

4. Two or more contiguous parcels, not located within a shopping center or similar cohesive development, may share a freeway-oriented freestanding sign subject to the height and square footage limits of this section. If two or more contiguous parcels share a freeway-oriented freestanding sign, the parcels shall not be

allowed a separate freeway-oriented freestanding sign or other freestanding sign advertising their individual parcel.

a. As a condition for the approval of a freeway-oriented sign for two or more contiguous parcels not located within a shopping center or similar cohesive development, an agreement shall be executed between the property owners. The agreement shall be in a form approved by the city attorney and zoning administrator and shall be binding upon the property owner and any successors in interest.

5. Freeway-oriented freestanding signs shall not be placed on any frontage with a width of less than 75 feet, or with a building setback of less than 25 feet.

6. A minimum distance of 75 feet shall separate any 2 freeway-oriented freestanding signs.

7. No portion of the sign shall project above a public right-of-way.

8. The sign shall comply with the location, placement, and design criteria of Section 17.20.060.

9. Support structures for freeway-oriented freestanding signs containing four (4) or more tenant panels shall be cladded or skirted from the base/ground to the sign frame so as to not leave an exposed pole. Cladding or skirting materials shall be complementary in style and color to the building(s) of the subject property.

10. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 30 square feet of sign area equates to 60 square feet of required landscaped area.

a. If the sign is located abutting State Route 70 at the rear of the property primarily used as a service area and not for regular customer access, decorative rock, gravel, bark, and other low-maintenance landscaping techniques and plantings may be utilized so long as the base area equal to twice the area of one face of the sign is not paved.

17.20.080 Sign programs.

A. **Purpose.** Sign programs are specifically intended to address the unique needs of certain uses and properties that include multiple uses on a site, or multiple signs for uses with special sign needs. Sign programs shall be used to achieve aesthetic compatibility between the signs within a project and provide flexibility in the number, size, location and type of signs.

B. **Applicability.** A sign program shall be required for the following:

1. Any new non-residential development with four (4) or more tenants.

2. Shopping centers containing at least one (1) anchor tenant occupying at least 50,000 sq. ft. and at least three (3) other tenants who share common parking and pedestrian facilities.
3. Any requests for deviations from the regulations and standards of this chapter.

Sign programs may also be required as a condition of approval for a project requiring development review or a use permit, specifically for the following uses:

1. Multiple-tenant buildings.
2. Drive-through establishments.
3. Uses with freeway-oriented signs.
4. Automobile or other vehicle sales.
5. All uses within a planned development (PD-O) overlay district.

C. **Modification of Standards.** A sign program may modify any of the following standards of this section:

1. The number of signs allowed.

2. The size allowed for an individual sign~~; provided, however, that the total area of all signs in the sign program shall not exceed the total area allowed by this section by more than 10%.~~

3. The maximum height of monument and freestanding signs ~~that display information for multiple tenants~~; provided, however, as follows:

   a. The height shall not exceed ~~20~~ 40 feet for establishments that are contiguous to Oroville Dam Boulevard, and ~~15~~ 25 feet for all other establishments.

   b. The maximum height shall not be increased for signs in a residential district or the downtown historic overlay (DH-O).

4. The location and type of signs allowed; provided, however, as follows:

   a. A sign program shall allow no more than one sign that is not located on the same site as its associated use, in addition to any such signs that may be allowed by this section.

   b. A sign program shall not include a prohibited sign.

D. **Design Requirements.**

1. Sign programs shall be designed so that all signs have visually compatible themes and placement.

2. Signs shall draw from a common palette of materials, colors, shapes, lettering types and sizes, and illumination methods. This common palette shall be compatible with the architecture and scale of the site's buildings.
3. For developments with existing signs, the sign program shall include existing signage at the property and designate appropriate replacements, if any, which are consistent with the new signage.

E. **Submittal Requirements.** An application for a sign program shall consist of the following:

1. A copy of a site plan showing location of buildings, parking areas, driveways, landscaped areas, and adjacent streets.
2. A site plan indicating the location of all existing and proposed signs requiring a permit.
3. A matrix summarizing the total number of signs, sign area for individual signs, total sign area and height, for each existing and proposed sign type.
4. For each existing sign to remain or proposed sign in the Planned Sign Program, the following shall be specified:
    a. Location of each sign on the buildings and property;
    b. Sign dimensions;
    c. Color scheme;
    d. Lettering or graphic style;
    e. Lighting, if any;
    f. Materials;
    g. Landscaping quantities, types, sizes, and planter area dimensions if signs are to be located within landscaped planters;
    h. Statement of justification for requests for deviations; and
    i. Other information as deemed necessary for the adequate evaluation of the proposed Planned Sign Program.

~~E~~F. **Review of Sign Programs.** All sign programs shall be subject to development review, in accordance with the requirements of Chapter 17.52 (Development Review) and the requirements of this section. Any sign program requesting deviations from the provisions of this chapter shall be subject to Planning Commission action. The review authority for development review shall approve a sign program only upon determining that:

1. The signs included in the sign program have one or more common design elements, such as their placement, colors, materials, illumination, sign type, sign shape, letter size, and lettering type.

2. The colors, materials, size and placement of the signs included in the sign program are compatible with the materials, architecture and scale of the buildings and signs on the site. (Ord. 1749 § 4; Ord. 1849 § 2)

17.20.120 Requirements for commercial and mixed-use districts.

Table 17.20.120-1

Allowed Signs in CN and MXN Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	Determined by maximum total sign area permitted	1 square foot for each linear foot of building fronting a street, public way or public or customer parking area[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	Determined by maximum total sign area permitted		Below eave or below sill of second floor window	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function.
Canopy signs	No maximum	Determined by maximum total sign area permitted		Below eave or below sill of second floor window	Yes; internal illumination prohibited	—
Monument signs	1 per frontage	30 sq. ft. per sign face		6 feet	Yes	§ 17.20.070
Projecting signs	1 per tenant on each frontage	Determined by maximum total sign area permitted		Below eave or below sill of second floor window	Yes	§ 17.20.070
Wall signs	~~No maximum~~ 1 per building frontage or tenant suite elevation facing a street or parking lot	1 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		Below eave	Yes	§ 17.20.070
Window signs	No maximum	25% of window area		No maximum	Yes	§ 17.20.070

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented

freestanding signs, and monument signs, whose maximum area shall be as specified in Section 17.20.070 and not apply to the maximum total area for all signs on a site.

2 The maximum total area shall not be lower than 25 square feet.

Table 17.20.120-2

Allowed Signs in C-1, OF and MXD Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 40 sq. ft., whichever is less	Less than 20,000 sq. ft. of gross floor area on site: 1.5 sq. ft. for each linear foot of building frontage, or 300 sq. ft., whichever is less[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	40 sq. ft.		20 feet[5]	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	5 sq. ft. per face	At least 20,000 sq. ft. of gross floor area on-site: 1.5 sq. ft. for each linear foot of building frontage, or 350 sq. ft., whichever is less[3]	20 feet[5]	Yes; internal illumination prohibited	—
Freestanding signs	1 per frontage	~~Determined by total area~~ See § 17.20.070		~~8~~ 12 feet[4]	Yes	§ 17.20.070 § 17.20.150
Monument signs	1 per frontage	~~Determined by total area~~ 50 sq. ft. per sign face	40,000 to 80,000 sq. ft. of gross floor area: 1.5 sq. ft. for each linear foot of building frontage, or 400 sq. ft., whichever is less[4]	8 feet	Yes	§ 17.20.070 § 17.20.150
Projecting signs	1 per tenant on each frontage	50 sq. ft.		20 feet[5]	Yes	§ 17.20.070
Wall signs	~~No maximum~~	1.5 sq. ft. per building lineal foot of building	80,000 to 140,000 sq. ft. of gross floor area:	20 feet[5]	Yes	§ 17.20.070 § 17.20.150

	1 per building frontage or tenant suite elevation facing a street or parking lot	frontage not to exceed 10% of wall area	1.5 sq. ft. for each linear foot of building frontage, or 450 sq. ft., whichever is less			
Window signs	No maximum	25% of window area	140,000 to 200,000 sq. ft. of gross floor area: 1.5 sq. ft. for each linear foot of building frontage, or 500 sq. ft., whichever is less	No maximum	Yes	§ 17.20.070

Notes:

1 The maximum total area for all signs applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs~~., whose maximum area shall be as specified in Section 17.20.070 and not apply to the maximum total area for all signs on a site.~~

2 For a gross floor area less than 20,000 square feet, the maximum total area shall not be lower than 50 square feet.

3 For a gross floor area of at least 20,000 square feet, the maximum total area shall not be lower than 75 square feet.

4 ~~Freeway-oriented businesses, as well as s~~Sites contiguous to ~~Oroville Dam Boulevard~~ State Route 162~~, as well as other C-1 and MXD properties~~ may have ~~one freestanding sign with~~ additional height as specified in Section 17.20.070.

5 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

Table 17.20.120-3

Allowed Signs in C-2, CH, CLM and MXC Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 40 sq. ft., whichever is less	Less than 20,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 300 sq. ft., whichever is less[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	40 sq. ft.		20 feet[6]	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	5 sq. ft. per face		20 feet[6]	Yes; internal illumination prohibited	—
Freestanding signs	1 per frontage	~~Determined by total area~~ See § 17.20.070	20,000 to 40,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 350 sq. ft., whichever is less[3]	~~8~~ 12 feet[5]	Yes	§ 17.20.070
Freeway-oriented freestanding sign	1 per property	See § 17.20.070		See § 17.20.070	Yes	§ 17.20.070
Marquee signs	1 per frontage	Determined by total area		10 feet	Yes	—
Monument signs	1 per frontage	~~Determined by total area~~ 50 sq. ft. per sign face		8 feet	Yes	§ 17.20.070
Projecting signs	1 per tenant on each frontage	50 sq. ft.	40,000 to 80,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 400 sq. ft., whichever is less[4]	20 feet[6]	Yes	§ 17.20.070
Wall signs	~~No maximum~~ 1 per building frontage or tenant suite elevation facing a street or parking lot	1.5 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		20 feet[6]	Yes	§ 17.20.070
Window signs	No maximum	25% of window area	80,000 to 140,000 square feet of gross floor area: 1.5 square feet per linear foot of building frontage, or 450 square feet, whichever is less 140,000 to 200,000 square feet of gross floor area: 1.5 square feet per linear foot of	No maximum	Yes	§ 17.20.070

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
			building frontage, or 500 square feet, whichever is less			

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs~~, whose maximum area shall be as specified in Section 17.20.070 and not apply to the maximum total area for all signs on a site~~.

2 For a gross floor area less than 20,000 square feet, the maximum total area shall not be lower than 50 square feet.

3 For a gross floor area between 20,000 and 40,000 square feet, the maximum total area shall not be lower than 75 square feet.

4 For a gross floor area more than 40,000 square feet, the maximum total area shall not be lower than 100 square feet.

5 ~~Freeway-oriented businesses,~~ s~~S~~ites contiguous to ~~Oroville Dam Boulevard~~ State Route, ~~as well as other C-1 and MXD properties~~ may have ~~one freestanding sign with~~ additional height as specified in Section 17.20.070.

6 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

17.20.130 Requirements for industrial districts.

Table 17.20.130-1

Allowed Signs in Industrial Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 40 sq. ft., whichever is less	Less than 20,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 300 sq. ft.,	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	40 sq. ft.		20 feet[6]	No	Shall not be used as permanent copy and be displayed for no

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
			whichever is less[2]			more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	5 sq. ft. per face		20 feet[6]	Yes; internal illumination prohibited	—
Freestanding signs	1 per frontage	~~Determined by total area~~ See § 17.20.070	20,000 to 40,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 350 sq. ft., whichever is less[3]	~~8~~ 12 feet[4]	Yes	§ 17.20.070
Monument signs	1 per frontage	~~Determined by total area~~ 50 sq. ft. per sign face		8 feet	Yes	§ 17.20.070
Projecting signs	1 per tenant on each frontage	50 sq. ft.	40,000 to 80,000 sq. ft. of gross floor area: 1.5 sq. ft. per linear foot of building frontage, or 400 sq. ft., whichever is less[4]	20 feet[5]	Yes	§ 17.20.070
Wall signs	~~No maximum~~ 1 per building frontage or tenant suite elevation facing a street or parking lot	1.5 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		20 feet[5]	Yes	§ 17.20.070
Window signs	No maximum	25% of window area	80,000 to 140,000 square feet of gross floor area: 1.5 square feet per linear foot of building frontage, or 450 square feet, whichever is less 140,000 to 200,000 square feet of gross floor area: 1.5 square feet per linear foot of building frontage, or 500 square feet, whichever is less	No maximum	Yes	§ 17.20.070

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs~~, whose maximum area shall be as specified in Section 17.20.070 and not apply to the maximum total area for all signs on a site~~.

2 For a gross floor area less than 20,000 square feet, the maximum total area shall not be lower than 50 square feet.

3 For a gross floor area of at least 20,000 square feet, the maximum total area shall not be lower than 75 square feet.

4 ~~Freeway-oriented businesses,~~ s~~S~~ites contiguous to ~~Oroville Dam Boulevard~~ State Route 162~~, as well as other C-1 and MXD properties~~ may have ~~one freestanding sign with~~ additional height as specified in Section 17.20.070.

5 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

17.20.140 Requirements for special purpose districts.

Table 17.20.140-1

Allowed Signs in PQ Districts

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Awning signs	No maximum	50% of awning area, or 25 sq. ft., whichever is less	1 square foot for each linear foot of building frontage, or 100 square feet, whichever is less[2]	No maximum	Yes; internal illumination prohibited	§ 17.20.070
Banner signs	1 per frontage	30 sq. ft.		20 feet[3]	No	Shall not be used as permanent copy and be displayed for no more than 30 consecutive days. See Section 17.20.090 if the banner is for a special function
Canopy signs	No maximum	4 sq. ft. per face		20 feet[3]	Yes; internal illumination prohibited	—

Permitted Sign Types	Max. Number of Signs	Max. Area	Max. Total Area for All Signs[1]	Max. Height	Lighting Allowed	Additional Requirements
Monument signs	1 per frontage	~~Determined by total area~~ 50 sq. ft. per sign face		6 feet	Yes	§ 17.20.070 § 17.20.150
Projecting signs	1 per tenant on each frontage	50 sq. ft.		20 feet[3]	Yes	§ 17.20.070
Wall signs	~~No maximum~~ 1 per building frontage or tenant suite elevation facing a street or parking lot	1 sq. ft. per building lineal foot of building frontage not to exceed 10% of wall area		20 feet[3]	Yes	§ 17.20.070 § 17.20.150
Window signs	No maximum	25% of window area		No maximum	Yes	§ 17.20.070

Notes:

1 The maximum total area applies to all signs on a site, including signs for all tenants of a multi-tenant building. This does not include freestanding signs, freeway-oriented freestanding signs, and monument signs~~, whose maximum area shall be as specified in Section 17.20.070 and not apply to the maximum total area for all signs on a site~~.

2 The maximum total area shall not be lower than 25 square feet.

3 Maximum sign height of 20 feet may be exceeded, subject to the approval of the planning commission.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: PUBLIC HEARING AND ADOPTION OF ORDINANCE 1887 AMENDING CHAPTER 15 OF THE CITY OF OROVILLE MUNICIPAL CODE AND A RESOLUTION OF THE OROVILLE CITY COUNCIL TO AMEND CHAPTER 15 SECTION 15.60.030 AND 15.60.040

DATE: **MARCH 18, 2025**

SUMMARY

The will conduct a public hearing and consider adoption of Ordinance 1887 to amend Chapter 15 updating section 15.60.030 City of Oroville Municipal Fire, and section 15.60.040 Express Findings to align with the 2022 Building Code Standards.

DISCUSSION

The 2022 edition of the California Building Standards Codes ("The Code") were published on July 1, 2022 with an effective date of January 1, 2023. Ordinance 1879 updated the fire code as it had existing prior to the adoption of The Code, and included the Express Findings that supports the rationale for the amendment to The Code. However, some portions of the 2022 building code created conflicts with the City's Fire Code. Ordinance 1887 makes the necessary corrections to ensure consistency between the City's Fire Code and the 2022 Building Code.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

ACTION REQUESTED -

1. Conduct a public hearing for, and adopt Ordinance No. 1887 amending Title 15, of the Oroville Municipal Code.

ATTACHMENTS

Attachment A; Ordinance 1887 Redlined
Attachment B; Ordinance 1887 Clean

ORDINANCE NO. ~~1879~~1887

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 15.60 TO TITLE 15 OF THE MUNICIPAL CODE, TO REINSTATE SECTION 15.60.030 OF THE FIRE CODE

The City Council of the City of Oroville does ordain as follows:

SECTION 1: Chapter 15.60.030 is added to amend Title 15 of the City of Oroville municipal code, to read:

Chapter 15.60.030 Amendments to the California Fire Code.

Sections:
15.60.010 Purpose
15.60.020 Adoption of California Fire Code
15.98.030 Amendments to the California Fire Code
15.98.040 Express Findings

Section 15.60.030 Purpose
15.60.030 Amendments to the California Fire Code
Section 105.3.3. 105.3.3 **Occupancy prohibited before approval**. The building or structure shall not be occupied prior to the fire code official issuing a permit and conduction associated inspections indicating the applicable provisions of this code have been met. No final inspection by the building official as to all or any portion of a development shall be deemed complete, and no certificate of occupancy or temporary certificate of occupancy shall be issued unless and until the installation of the prescribed fire protection facilities and access ways have been completed and approved by the Fire Chief, or the Chief's designee.

B. Section ~~105.8~~ is added to read as follows.

Section ~~105.8.~~ 107.1 Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fees, if any, has been paid. Fees and Special Requirements. The fees for the permits and other services shall be as established by resolution of the Oroville City Council. The fee shall be set to cover the cost of the Fire Department to review and inspect the intended activities, operations or functions. The fees must be paid to the City of Oroville prior to engaging in the listed activities, operations or functions.

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

Fireworks. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, detonation or any fireworks including "safe and sane" as defined by Section 12529 of the State of California Health and Safety Code. D. Section 3 15.1 is amended by adding the following exception to read as follows:

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

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

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

Exception: Storage of combustible materials other than motorized vehicles or vessels shall not be permitted in a public parking garage or in a garage or carport serving a Group R, I Occupancy, unless the method of storage is approved by the Fire Code Official. E. Sections 319.1 through 319.7 are added to read as follows:

Section 319.1 General. The manufacture of all fireworks, as defined in Section 302, is prohibited.

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

Section 319.2.1 Prerequisites to issuance of Permit. No permit to sell safe & sane fireworks shall be issued to any applicant unless:

l . He/She has first obtained a permit from the state fire marshal, and

2. He/She has first obtained a business license from the City.

Section 319.2.2 Permit and clean-up fee. The permit fee for the sale of safe & sane fireworks within the

City shall be established by resolution of the City Council, payable to the City at the Office of the City

Clerk. In addition to the permit fee, each location shall pay a clean-up fee established by resolution of the City Council, which shall be used to defray the cost of cleaning up and disposing of expended fireworks in the City.

Section 319.2.3 Application for permit. Application for a permit to sell safe & sane fireworks shall be made in writing to the Fire Department on or prior to the second Tuesday in March of each year, setting forth the proposed location, and accompanied by a statement that if a permit is issued to the applicant, the applicant shall at the time of receipt of such permit, deliver to the City Clerk a Certificate of Insurance showing the existence of a $1 million public liability insurance policy naming the City as an additional insured.

Section 319.2.3.1 Qualifications. No permit to sell safe & sane fireworks shall be issued except as follows:

1 . To a holder of a regular business license whose principal place of business is located within the City.

2. To a nonprofit association or corporation primarily for veteran, patriotic, welfare, civic betterment, charitable youth purposes, and each such organization must have its principal and permanent meeting place within the City and must have been organized and established in the City for a

minimum of one year continuously preceding the filing of the application for permit and mus a bona fide membership of at least 20 members.

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

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

Section 3 19.3 Operators of fireworks stands. Operators of fireworks stands shall be subject to the following provisions:

1. No person other than the permittee organization shall operate the stand for which the permit is issued, or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals, who are members of the permittee organization, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of fireworks at such stand.

Section 319.4 Temporary fireworks stands. Temporary fireworks stands shall be subject to the following provisions:

l . No fireworks stand shall be located within 75 feet of any existing building or within 100 feet of any gas station.

2. Fireworks stands need not comply with the provisions of the building code of the City, provided, however, that all stands be erected under the supervision of the building inspector who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.

3. No stand shall have a floor area in excess of 200 square feet.

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

Section 319.5 General requirements for permittees. Permittees shall meet the following general requirements:

1. Each stand shall be provided with two water-type fire extinguishers, each having a two and one half gallon capacity, being in good working order and easily accessible for use in case of fire.

2. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

3. "No Smoking" signs shall be prominently displayed on the fireworks stand or wherever fireworks are for sale.

4. Each stand must have an adult in attendance and in charge thereof when the stand is being used for the sale or dispensing of fireworks.

5. The sale of fireworks shall not begin before 12:00 noon on the 28th day of June and shall not continue after 12:00 midnight on the 4th day of July.
6. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the 10th of July. Proof of removal must be furnished to the City's Fire Department.
7. The fireworks stand shall be removed from the temporary location by 12:00 noon on the 1 0th day of July, and all accompanying litter shall be cleared from such location by such time and date.

Section 3 19.6 Number of permits. The maximum number of permits issued pursuant to this chapter during any one calendar year shall not exceed one license for each 1,500 residents of the City. In determining the City population for the purposes of this section, the most recent census calculations shall be used.

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

A. Section 503.2.1 is deleted and replaced to read as follows: **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm), exclusive of shoulders, except for approval security gates I accordance with Section 503.6, and in unobstructed vertical clearance of not less than 13feet 6 inches (4115 mm)

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

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

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

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

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

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

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

1. By a white sign measuring at least 12 inches by 18 inches (12" x 1 8") posted immediately adjacent thereto and clearly visible. It should clearly state, in red letters not less than one inch (l ") in height, that the space is a fire lane and parking is prohibited.

2. By outlining and hash marking the area in contrasting colors clearly marking it with the words

"Fire Lane - No Parking."

3. By identifying the space with a red curb upon which the words "Fire Lane - No Parking" are stenciled every 15 feet.

A. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) to twenty-eight (28) feet in width.

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

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

l. Section 505.1 is deleted and replaced to read as follows: **505.1 Address Identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be in Arabic numbers or alphabetical letters. Numbers shall not be spelt out. Each character shall be not less than 4 inches (102mm) high with a minimum stroke width of ½ inch (12.7mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilities emergency

response. Where access is by means of a private road and the building cannot be viewed from the p way, a monument pole or other sign or means shall be used to identify the structure. Address identification shall be maintained Section 505.1 Address numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals construction. Numbers shall be as follows:

l . Minimum of one-half-inch (1/2") stroke by two and one-half inches (2-1/2") high.

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

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

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

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

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

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

L. Sections 506.1.1.1 and 506.1.1.2 are added to read as follows: Section 506.1.1.1 Key box contents requirements. The key provided shall be a master key to all spaces including multi-tenant spaces. Additional keys shall be included for elevator control, fire alarm control panels, and fire sprinkler control valve access. In addition, when required by the Chief, a current copy of the Hazardous Materials Inventory Statement (HMIS) shall be kept within the key box. EXCEPTION: Multi-tenant

spaces which provide a key box for each tenant and installed per Section 506.1. Electronic c keys and codes may not be utilized as a substitute for manual keys.

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

Section 506. 1. 1 .2 Installation Location. When key boxes are required by the Fire Chief, such boxes shall be mounted at 72 inches above finished floor within five feet of the latching side of the main entrance to a structure or facility. In addition, a decal shall be provided and installed adjacent to the key lock/latching device.

M. Section 506.2.1 is added to read as follows: Section 506.2.1 Hazardous Materials Inventory Statements (HMIS). The operator of the building shall update and maintain HMIS as required by the Fire Code Official. N. Section 509.1.1 is added to read as follows: 509.1.1 Utility Identification. Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained. Section 509.1.1. Utility Identification. In multiunit commercial and residential buildings, gas and electric meters, service switches and shut-off valves shall be clearly and legible marked to identify the unit or space that it serves.

O. Section 903.3.1.4 is added to read as follows: Section 903.3.1.4 Inspectors Test Valves. Inspector Test Valves shall be provided for each system and located the furthest point away from the sprinkler riser.

P. Section 5003.6.1 is added to read as follows:

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

1. The signs shall be at least fifteen inches by fifteen inches (1 5" x 15"). The signs shall not be placed on windows.

2. When NFPA 704 diamonds are required for the interior doors, the signs shall be applied to the doors at a level no higher than the doorknob. The signs for the interior doors shall be at least six inches by six inches (6" x 6"). 3. The Fire Code Official may require fewer or more NFPA diamonds if the building configuration or size make it reasonably necessary.

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

Section A101 .1 .1 Application. The application for appeal shall be filed on a form obtained from the City building official within 20 days after the notice was served. A filing fee, as established by resolution of the City Council, shall be submitted at the time filing. (Ord. 1802 2, 2013)

15.60.040 Express findings.

As required by Health and Safety Code Sections 17958.7, 18941.5(c) and 1 8942, the city council hereby expressly finds that amendments to the codes adopted by this chapter and as described in this section

are necessary for the protection of the public health, safety and welfare, due to the local climatic, geological or topographical conditions.

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

B. Express Finding Number 2—Geological.

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

C. Express Finding Number 3—Topographical.

The city features include open space, drainage canals, components of the Oroville Dam and its water handling systems, highways, and railroad tracks. Traffic has to be channeled around several of these topographical features and limitations which create traffic congestion and delays in emergency response. These features are located between the Fire Station located within the city and our Automatic Aid partners CalFire and El Medio. Heavy traffic congestion on the city streets already acts as a barrier to timely response for fire and emergency vehicles. In the event of an accident or other emergency at one of the key points of intersection between a road and freeway, sections of the city could be isolated or response times could be sufficiently slowed so as to increase the risk of injury or damage. (Ord. 1802 2, 2013)

SECTION 2: This ordinance shall become effective thirty (30) days after its adoption. A summary of this ordinance shall be published within fifteen (15) days after its adoption, in accordance with Section 36933 of the Government Code.

SECTION 3: Severability. If any section, clause, paragraph or sentence of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not effect

the other provisions of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable.

The foregoing ordinance was introduced, and the title thereof read at the regular meeting of the City Council the ~~16th~~ 4th day of ~~April~~ March 202~~4~~5, and by vote of the Council members present, further reading was waived.

The forgoing ordinance was duly passed and adopted by the City Council of the City of Oroville at a regular meeting thereof, this ~~7th~~ 18th day of ~~May~~ March 202~~4~~5, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED.

David Pittman Mayor

ATTEST:

APPROVED AS TO FORM:

Scott Huber, City Attorney

ORDINANCE NO. 1887

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 15.60 TO TITLE 15 OF THE MUNICIPAL CODE, TO REINSTATE SECTION 15.60.030 OF THE FIRE CODE

The City Council of the City of Oroville does ordain as follows:

SECTION 1: Chapter 15.60.030 is added to amend Title 15 of the City of Oroville municipal code, to read:

Chapter 15.60.030 Amendments to the California Fire Code.

Sections:
15.60.010 Purpose
15.60.020 Adoption of California Fire Code
15.98.030 Amendments to the California Fire Code
15.98.040 Express Findings

Section 15.60.030 Purpose
15.60.030 Amendments to the California Fire Code
Section 105.3.3. 105.3.3 **Occupancy prohibited before approval**. The building or structure shall not be occupied prior to the fire code official issuing a permit and conduction associated inspections indicating the applicable provisions of this code have been met. No final inspection by the building official as to all or any portion of a development shall be deemed complete, and no certificate of occupancy or temporary certificate of occupancy shall be issued unless and until the installation of the prescribed fire protection facilities and access ways have been completed and approved by the Fire Chief, or the Chief's designee.

B. Section is added to read as follows.

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

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

Fireworks. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, detonation or any fireworks including "safe and sane" as defined by Section 12529 of the State of California Health and Safety Code. D. Section 3 15.1 is amended by adding the following exception to read as follows:

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

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

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

Exception: Storage of combustible materials other than motorized vehicles or vessels shall not b permitted in a public parking garage or in a garage or carport serving a Group R, I Occupancy, unless the method of storage is approved by the Fire Code Official. E. Sections 319.1 through 319.7 are added to read as follows:

Section 319.1 General. The manufacture of all fireworks, as defined in Section 302, is prohibited.

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

Section 319.2.1 Prerequisites to issuance of Permit. No permit to sell safe & sane fireworks shall be issued to any applicant unless:

I . He/She has first obtained a permit from the state fire marshal, and

2. He/She has first obtained a business license from the City.

Section 319.2.2 Permit and clean-up fee. The permit fee for the sale of safe & sane fireworks within the

City shall be established by resolution of the City Council, payable to the City at the Office of the City

Clerk. In addition to the permit fee, each location shall pay a clean-up fee established by resolution of the City Council, which shall be used to defray the cost of cleaning up and disposing of expended fireworks in the City.

Section 319.2.3 Application for permit. Application for a permit to sell safe & sane fireworks shall be made in writing to the Fire Department on or prior to the second Tuesday in March of each year, setting forth the proposed location, and accompanied by a statement that if a permit is issued to the applicant, the applicant shall at the time of receipt of such permit, deliver to the City Clerk a Certificate of Insurance showing the existence of a $1 million public liability insurance policy naming the City as an additional insured.

Section 319.2.3.1 Qualifications. No permit to sell safe & sane fireworks shall be issued except as follows:

1 . To a holder of a regular business license whose principal place of business is located within the City.

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

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

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

Section 3 19.3 Operators of fireworks stands. Operators of fireworks stands shall be subject to the following provisions:

1. No person other than the permittee organization shall operate the stand for which the permit is issued, or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals, who are members of the permittee organization, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of fireworks at such stand.

Section 319.4 Temporary fireworks stands. Temporary fireworks stands shall be subject to the following provisions:

I . No fireworks stand shall be located within 75 feet of any existing building or within 100 feet of any gas station.

2. Fireworks stands need not comply with the provisions of the building code of the City, provided, however, that all stands be erected under the supervision of the building inspector who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.

3. No stand shall have a floor area in excess of 200 square feet.

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

Section 319.5 General requirements for permittees. Permittees shall meet the following general requirements:

1. Each stand shall be provided with two water-type fire extinguishers, each having a two and one half gallon capacity, being in good working order and easily accessible for use in case of fire.

2. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

3. "No Smoking" signs shall be prominently displayed on the fireworks stand or wherever fireworks are for sale.

4. Each stand must have an adult in attendance and in charge thereof when the stand is being used for the sale or dispensing of fireworks.

5. The sale of fireworks shall not begin before 12:00 noon on the 28th day of June and shall not continue after 12:00 midnight on the 4th day of July.

6. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the 10th of July. Proof of removal must be furnished to the City's Fire Department.

7. The fireworks stand shall be removed from the temporary location by 12:00 noon on the day of July, and all accompanying litter shall be cleared from such location by such time and date.

Section 3 19.6 Number of permits. The maximum number of permits issued pursuant to this chapter during any one calendar year shall not exceed one license for each 1,500 residents of the City. In determining the City population for the purposes of this section, the most recent census calculations shall be used.

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

A. Section 503.2.1 is deleted and replaced to read as follows: **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm), exclusive of shoulders, except for approval security gates I accordance with Section 503.6, and in unobstructed vertical clearance of not less than 13feet 6 inches (4115 mm)

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

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

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

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

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

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

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

1. By a white sign measuring at least 12 inches by 18 inches (12" x 1 8") posted immediately adjacent thereto and clearly visible. It should clearly state, in red letters not less than one inch (l ") in height, that the space is a fire lane and parking is prohibited.

2. By outlining and hash marking the area in contrasting colors clearly marking it with the words

"Fire Lane - No Parking."

3. By identifying the space with a red curb upon which the words "Fire Lane - No Parking" are stenciled every 15 feet.

A. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) to twenty-eight (28) feet in width.

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

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

I. Section 505.1 is deleted and replaced to read as follows: **505.1 Address Identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be in Arabic numbers or alphabetical letters. Numbers shall not be spelt out. Each character shall be not less than 4 inches (102mm) high with a minimum stroke width of ½ inch (12.7mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilities emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument pole or other sign or means shall be used to identify the structure. Address identification shall be maintained Section 505.1 Address numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals construction. Numbers shall be as follows:

I . Minimum of one-half-inch (1/2") stroke by two and one-half inches (2-1/2") high.

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

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

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

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

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

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

L. Sections 506.1.1.1 and 506.1.1.2 are added to read as follows: Section 506.1.1.1 Key box contents requirements. The key provided shall be a master key to all spaces including multi-tenant spaces. Additional keys shall be included for elevator control, fire alarm control panels, and fire sprinkler control valve access. In addition, when required by the Chief, a current copy of the Hazardous Materials Inventory Statement (HMIS) shall be kept within the key box. EXCEPTION: Multi-tenant spaces which provide a key box for each tenant and installed per Section 506.1. Electronic card keys and codes may not be utilized as a substitute for manual keys.

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

Section 506. 1. 1 .2 Installation Location. When key boxes are required by the Fire Chief, such boxes shall be mounted at 72 inches above finished floor within five feet of the latching side of the main entrance to a structure or facility. In addition, a decal shall be provided and installed adjacent to the key lock/latching device.

M. Section 506.2.1 is added to read as follows: Section 506.2.1 Hazardous Materials Inventory Statements (HMIS). The operator of the building shall update and maintain HMIS as required by the Fire Code Official. N. Section 509.1.1 is added to read as follows: 509.1.1 Utility Identification. Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained. Section 509.1.1. Utility Identification. In multiunit commercial and residential buildings, gas and electric meters, service switches and shut-off valves shall be clearly and legible marked to identify the unit or space that it serves.

O. Section 903.3.1.4 is added to read as follows: Section 903.3.1.4 Inspectors Test Valves. Inspector Test Valves shall be provided for each system and located the furthest point away from the sprinkler riser.

P. Section 5003.6.1 is added to read as follows:

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

1. The signs shall be at least fifteen inches by fifteen inches (1 5" x 15"). The signs shall not be placed on windows.

2. When NFPA 704 diamonds are required for the interior doors, the signs shall be applied to the doors at a level no higher than the doorknob. The signs for the interior doors shall be at least six inches by six inches (6" x 6"). 3. The Fire Code Official may require fewer or more NFPA diamonds if the building configuration or size make it reasonably necessary.

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

Section A101 .1 .1 Application. The application for appeal shall be filed on a form obtained from the City building official within 20 days after the notice was served. A filing fee, as established by resolution of the City Council, shall be submitted at the time filing. (Ord. 1802 2, 2013)

15.60.040 Express findings.

As required by Health and Safety Code Sections 17958.7, 18941.5(c) and 1 8942, the city council hereby expressly finds that amendments to the codes adopted by this chapter and as described in this section are necessary for the protection of the public health, safety and welfare, due to the local climatic, geological or topographical conditions.

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

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

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

C. Express Finding Number 3—Topographical.

The city features include open space, drainage canals, components of the Oroville Dam and its water handling systems, highways, and railroad tracks. Traffic has to be channeled around several of these topographical features and limitations which create traffic congestion and delays in emergency response. These features are located between the Fire Station located within the city and our Automatic Aid partners CalFire and El Medio. Heavy traffic congestion on the city streets already acts as a barrier to timely response for fire and emergency vehicles. In the event of an accident or other emergency at one of the key points of intersection between a road and freeway, sections of the city could be isolated or response times could be sufficiently slowed so as to increase the risk of injury or damage. (Ord. 1802 2, 2013)

SECTION 2: This ordinance shall become effective thirty (30) days after its adoption. A summary of this ordinance shall be published within fifteen (15) days after its adoption, in accordance with Section 36933 of the Government Code.

SECTION 3: Severability. If any section, clause, paragraph or sentence of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not effect the other provisions of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable.

The foregoing ordinance was introduced, and the title thereof read at the regular meeting of the City Council the 4th day of March 2025, and by vote of the Council members present, further reading was waived.

The forgoing ordinance was duly passed and adopted by the City Council of the City of Oroville at a regular meeting thereof, this 18th day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED.

David Pittman Mayor

ATTEST:

APPROVED AS TO FORM:

Scott Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADIMINISTRATOR**
CHRIS TENNS, FIRE CHIEF
PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR
DAVE RITCHIE, ASSISTANT CITY ATTORNEY

RE: **PUBLIC HEARING AND ADOPTION OF ORDINANCE RELATED TO PROPOSED CHANGES TO THE SALE AND USE OF SAFE AND SANE FIREWORKS**

DATE: **MARCH 18, 2025**

SUMMARY

The City Council shall hold a public hearing regarding the adoption of Ordinance 1888 to consider recommended changes specific to Chapter 15.60.030 regarding the future sale and use of fireworks within the City limits.

DISCUSSION

California Health and Safety Code 12599 allows for the sale of fireworks between 12:00 pm on June 28 through 12:00 pm on July 6 and prohibits the sale of fireworks at any other time within the State of California. Oroville Municipal Code 15.60.030 Section 319.2 regulates the sale and use of fireworks within the City of Oroville and limits the days and hours of sale from 12:00 pm June 28 through 12:00 am on the 4th day of July. Neither the State Health and Safety Code nor the Oroville Municipal Code provides regulation on when the fireworks may be utilized.

Wildfires have increasingly become a significant concern for all northern state communities and measures to prevent fires from occurring has increased in importance. One activity of noted concern over the past few years has been the sale and use of fireworks during high fire season as occurs each year on the 4th of July. Weather conditions (extreme heat, low humidity and high winds) and other fire activity throughout the State have been increasingly problematic, especially during July.

This last July the City and County encountered numerous fires, with the Thompson fire being the largest threat to the City. Due to the extreme weather conditions and fire activity throughout the State, the Director of Emergency Services issued a local emergency declaration on July 2, 2024, that included a temporary ban on the use of all fireworks within the City limits. These actions were ratified by the City Council during a Special Council meeting held on July 9, 2024. During that meeting, the Council requested that staff agendize a discussion on the future sale and use of fireworks within the City limits. A preliminary discussion took place at the September 3, 2024 City Council meeting followed by another discussion at the October 15, 2024 City Council meeting. At

the conclusion of the October 15, 2024, Council meeting, staff were directed to bring a number of options forward to the Council for consideration, including the following:

- Keep the sale and use of fireworks as currently allowed within City limits;
- Keep the sale and use of fireworks as currently allowed within City limits pending a vote of the City residents in 2026;
- Ban the sale and use of fireworks in the City limits and direct staff to return with language in the Municipal code codifying this;
- Temporarily ban the sale and use of fireworks within City Limits pending a vote of the City residents in 2026;
- Consider modifications to the City Code, continuing to allow fireworks to be used and sold in the City Limits, however limiting the use during certain holidays and adding in a criteria where the sale and use would be temporarily prohibited based on fire danger and public safety resources availability.

On December 3, staff presented the above listed options included proposed changes to the Municipal Code. Staff were directed to work with the Executive Committee on additional changes to the Municipal Code. On January 23, 2025, the Executive Committee met and suggested additional changes. These changes were introduced at the regularly scheduled March 4, 2025 City Council meeting. During that meeting, additional edits were suggested and have been incorporated. In summary, the proposed changes include the following:

- Added clarity that the permissible fireworks for sale and use are Safe & Sane;
- Modified days for allowable use to include the 4th of July events (June 28 through July 5), Veterans Day and New Years Eve / New Years Day;
- Established a criteria where the use of Safe & Sane fireworks would be temporarily prohibited;
- Added in the requirement for those selling Safe & Sane fireworks to disclose the location where Safe & Sane fireworks will be stored to City staff / Oroville Fire Department; and
- Included Administrative Fines for possession, use, sale of illegal fireworks.

FISCAL IMPACT

None

ACTION(S) REQUESTED -

1. **Waive reading of ordinance; and**
2. **Adopt by title Ordinance No. 1888 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 15.60 OF THE MUNICIPAL CODE TO INCORPORATE CHANGES APPLICABLE TO SAFE & SANE FIREWORKS USE.**

ATTACHMENTS

Proposed edits to Oroville Municipal Code Section 15.60.030

ORDINANCE NO. 1888

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 15.60 OF THE MUNICIPAL CODE TO INCORPORATE CHANGES APPLICABLE TO SAFE & SANE FIREWORKS USE

Chapter 15.60.030 Amendments to the California Fire Code.

15.60.030 Amendments to the California Fire Code

Section 319.1 General. The manufacture of all fireworks, as defined in Section 302, is prohibited.

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

Section 319.2.1 Prerequisites to issuance of Permit. No permit to sell safe & sane fireworks shall be issued to any applicant unless:

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

Section 319.2.2 Permit and clean-up fee. The permit fee for the sale of safe & sane fireworks within the City shall be established by resolution of the City Council, payable to the City at the Office of the City Clerk. In addition to the permit fee, each location shall pay a clean-up fee established by resolution of the City Council, which shall be used to defray the cost of cleaning up and disposing of expended safe & sane fireworks in the City.

Section 319.2.3 Application for permit. Application for a permit to sell safe & sane fireworks shall be made in writing to the Fire Department on or prior to the second Tuesday in March of each year, setting forth the proposed location, and accompanied by a statement that if a permit is issued to the applicant, the applicant shall at the time of receipt of such permit deliver to the City Clerk a Certificate of Insurance showing the existence of a $1 million public liability insurance policy naming the City as an additional insured.

Section 319.2.3.1 Qualifications. No permit to sell safe & sane fireworks shall be issued except as follows:

I. To a holder of a regular business license whose principal place of business is located within the City.

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

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

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

Section 319.3 Operators of safe & sane fireworks stands. Operators of safe & sane fireworks stands shall be subject to the following provisions:

1. ,.No person other than the permittee organization shall operate the stand for which the permit is issued, or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals, who are members of the permittee organization, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of safe & sane fireworks at such stand.

Section 319.4 Temporary safe & sane fireworks stands. Temporary safe & sane fireworks stands shall be subject to the following provisions:

I. No safe & sane fireworks stand shall be located within 75 feet of any existing building or within 100 feet of any gas station.

2. Safe & sane f~~F~~ireworks stands need not comply with the provisions of the building code of the City, provided, however, that all stands be erected under the supervision of the building inspector who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.

3. No stand shall have a floor area in excess of200 square feet.

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

Section 319.5 General requirements for permittees. Permittees shall meet the following general requirements:

1. Each stand shall be provided with two water-type fire extinguishers, each having a two and one-half gallon capacity, being in good working order and easily accessible for use in case of fire.

2. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

3. "No Smoking" signs shall be prominently displayed on the safe & sane fireworks stand or wherever safe & sane fireworks are for sale.

4. Each stand must have an adult in attendance and in charge thereof when the stand is being used for the sale or dispensing of safe & sane fireworks.

~~4.~~ The storage location of the safe and sane fireworks must be disclosed to city staff and the

Oroville Fire Department during the permit process by submitting a written notification via letter to the Fire Department or by email.–
noon on the 28th day of June and shall not continue after 12:00 midnight on the 4th day of July.

6. The use of safe & sane fireworks shall be limited to the day:

1. June 28 to Noon on July 5;

2. Veterans day; and

3. New Years Eve and New Years day.

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

7. The use of safe & sane fireworks shall be temporarily prohibited if any of the following conditions exist:

1. Red Flag Warning;

A. A ~~r~~Red ~~f~~Flag ~~w~~Warning or a Fire Danger Warnings, as issued by the National Weather Service (NWS) or the California Department of Forestry and Fire Protection (CALFIRE) during the summer fire season, or any declared local emergency, that indicates conditions such as excessive heat temperatures, low humidity, high winds, or other factors that significantly increase the risk of fire in the region. This includes but is not limited to the following:

- Air temperature exceeding certain thresholds (as defined by local or state guidelines)
- Wind speeds of 20 mph or greater, with gusts exceeding 30 mph
- Relative humidity levels 15% or lower
- Other similar conditions that could create a substantial fire hazard.

2. Public Safety resources strained by emergencies:

A. The prohibition will also be enacted when public safety resources, including fire, police, and emergency medical personnel, are significantly strained due to ongoing or emerging emergencies. This includes, but is not limited to:

- A declared local, regional, or State emergency that draws resources away from routine public safety duties
- Fires, natural disasters, or other large-scale emergencies within the City of Oroville, Butte County, surrounding counties, or in the state of California, which impact the availability of emergency response crews and resources
- A situation where personnel and equipment are at risk of being depleted due to high demand in the face of simultaneous emergencies, such as multiple fires or other large-scale crises.

When the conditions outlined are believed to exist, the City Administrator, Fire and Police Chief shall notify the public by [illegible] and all vendors. The temporary prohibition shall remain in effect until conditions improve, and public safety risks are reduced to an acceptable level.

~~5.~~

8. Penalties associated with violations of this and the Health and Safety Code, are outlined in section 12700 of said code.

9. In addition to any criminal proceedings, each person who is found to be in possession of, use, store or intent to sell illegal fireworks, shall be subject to civil penalties including administrative fines. Said fines issued shall be due and payable in accordance to section 2.28 of the Oroville Municipal Code. Payment of the fines shall not excuse the cite from the duty to immediately correct the violation of the code.

Administrative Fines

A. First offense: $1,000 per device

B. Second offense: $2,000 per device

C. Third offense: $4,000 per device

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

~~6.~~10. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the I0th of July. Proof of removal must be furnished to the City's Fire Department.

~~7.~~11. The safe & sane fireworks stand shall be removed from the temporary location by 12:00 noon on the 10th day of July, and all accompanying litter shall be cleared from such location by such time and date.

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

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

CITY OF OROVILLE

FIRE DEPARTMENT

Statistics Package

2/1/2025 to 2/28/2025

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

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

Agencies

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

Incident Types

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

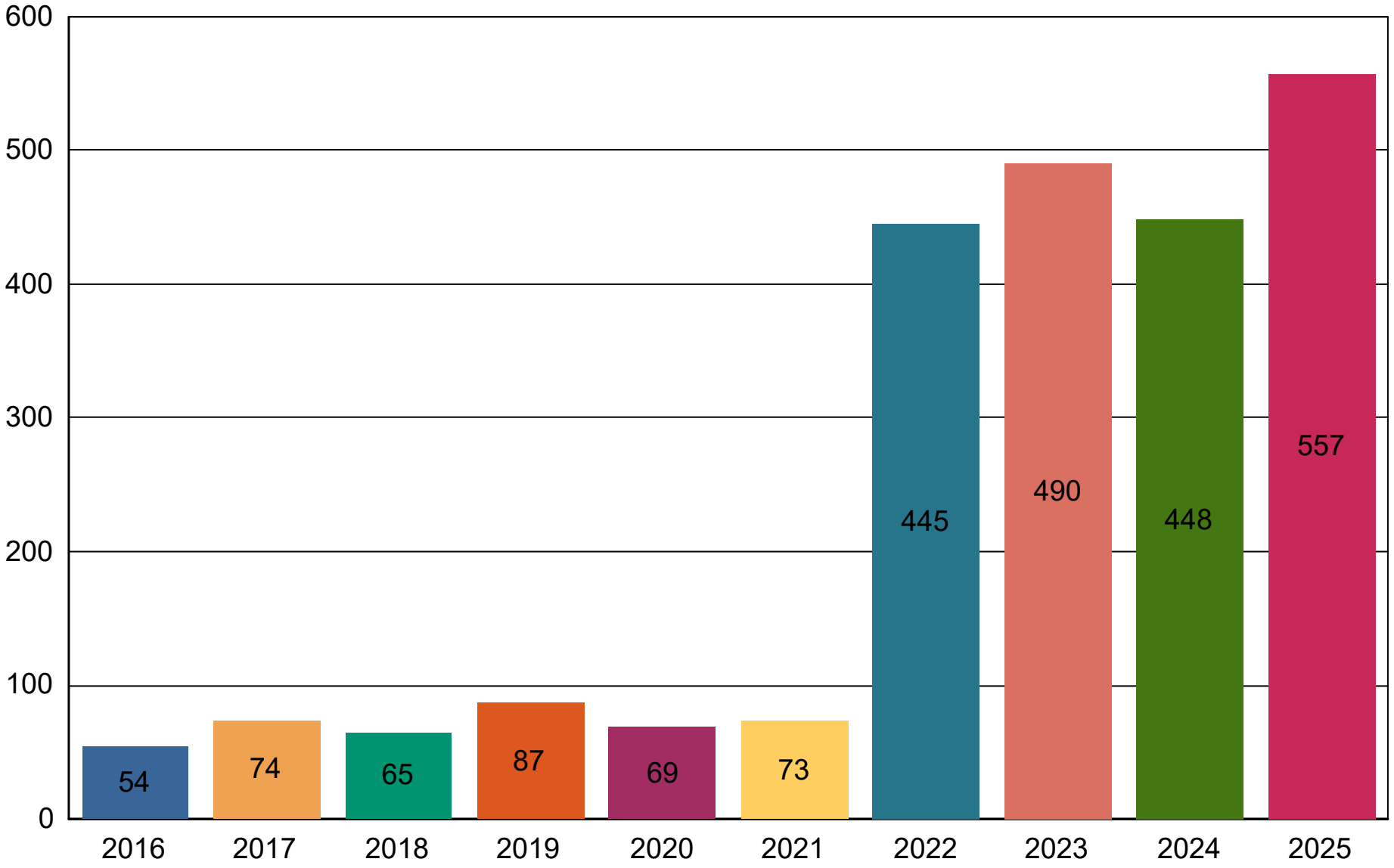
Stations

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

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

2/1/25 To 2/28/25

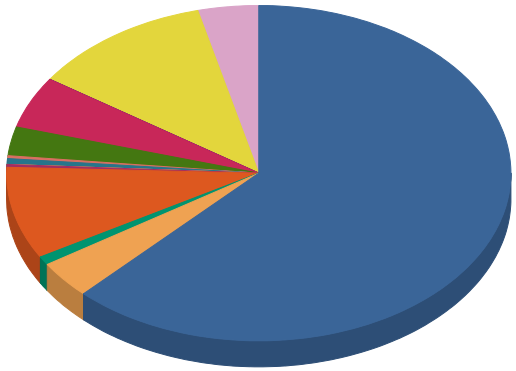


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 2/1/2025 to 2/28/2025

	MED	T/C	HAZ-CON	P/A	OTH	ECC	RESCUE	STR	OTH FIRE	F/A	HFSFW	MEDC2
CAORO	347	19	6	49	1	1	3	1	16	27	1	64
Total	347	19	6	49	1	1	3	1	16	27	1	64

Incident Type Percentages (All Agencies)



MEDICALS	347	62.3%
TRAFFIC COLLISIONS	19	3.4%
HAZARDOUS CONDITIONS	6	1.1%
PUBLIC ASSISTS	49	8.8%
OTHER INCIDENTS	1	0.2%
ECC INCIDENTS	1	0.2%
RESCUES	3	0.5%
STRUCTURE FIRES	1	0.2%
OTHER FIRES	16	2.9%
FALSE ALARMS	27	4.8%
HFSFW	1	0.2%
MEDC2	64	11.5%
MVISTG	22	3.9%
Total:	557	100.0%

All Dispatched Agencies First Due Station Activity By Type
2/1/2025 To 2/28/2025

2/1/2025 TO 2/28/2025

2/1/2025 TO 2/28/2025

Incident Activity by Type For City of Oroville FD
2/1/2025 To 2/28/2025

Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
2/1/2025 to 2/28/2025

	MED	T/C	HAZ-CON	P/A	ECC	HAZ-MAT	RESCUE	STR	VEH	OTH FIRE	F/A
CAORO	320	31	6	56	1	1	15	8	1	17	22
Total	320	31	6	56	1	1	15	8	1	17	22

Resource Agency Response to Jurisdictional Agency
2/1/2025 to 2/28/2025
CAORO to CAORO

Total Number of Incidents: **427**

Total Number of Resources Responding: **535**

		MED	T/C	HAZ-CON	P/A	RESCUE	STR	OTH FIRE	F/A	HFSFW	MEDC2	MVISTG	OAMADM
CAORO	**AR92**	0	0	0	0	1	0	0	0	0	0	0	0
	B9A	0	6	0	1	1	1	1	3	0	0	0	0
	B9B	0	3	1	0	1	0	0	4	0	0	0	0
	BOAT91	0	0	0	0	2	0	0	0	0	0	0	0
	E91	62	4	1	13	0	0	3	2	0	13	4	0
	E92	184	13	2	16	2	1	12	17	0	37	13	3
	E93	17	2	1	4	0	0	3	2	1	2	0	0
	RS91	0	0	0	0	1	0	0	0	0	0	0	1
	T91	32	7	2	15	2	1	0	8	0	4	1	2
	Total	295	35	7	49	10	3	19	36	1	56	18	6

Resource Agency Response to Jurisdictional Agency
2/1/2025 to 2/28/2025

Total Number of Incidents: **121**

Total Number of Resources Responding: **148**

CABTC to CAORO

		MED	T/C	HAZ-CON	P/A	RESCUE	STR	OTH FIRE	F/A	HFSFW	MEDC2	MVISTG
CABTC	**E33**	0	0	0	0	0	0	0	0	0	0	0
	E63	15	0	1	3	1	1	1	0	0	3	1
	E64	8	0	2	2	1	1	0	1	1	0	3
	E71	7	0	0	0	0	0	0	3	0	1	0
	E72	3	1	0	0	0	0	0	0	1	1	0
	Others	39	5	1	6	11	0	0	4	1	7	3
	Total	72	6	4	11	13	2	1	8	3	12	7

Resource Agency Response to Jurisdictional Agency
2/1/2025 to 2/28/2025

Total Number of Incidents: **109**

Total Number of Resources Responding: **143**

CAORO to CABTC

		MED	T/C	P/A	HAZMAT	RESCUE	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	**B9A**	0	3	0	0	0	2	0	0	0	0	0	5
	B9B	0	1	0	0	0	1	0	0	0	0	0	2
	BOAT91	0	0	0	0	9	0	0	0	0	0	0	9
	E91	11	1	1	0	0	4	0	0	6	5	2	30
	E92	34	9	6	1	1	5	1	1	4	6	7	75
	E93	1	0	1	0	0	0	0	0	0	2	0	4
	RS91	0	0	3	0	10	0	0	0	0	0	0	13
	T91	0	1	0	0	3	1	0	0	0	0	0	5
	Total	46	15	11	1	23	13	1	1	10	13	9	143

Resource Agency Response to Jurisdictional Agency
02/01/2025 to 02/28/2025
CAL FIRE to CAORO

Total Number of Incidents: **75**

Total Number of Resources Responding: **123**

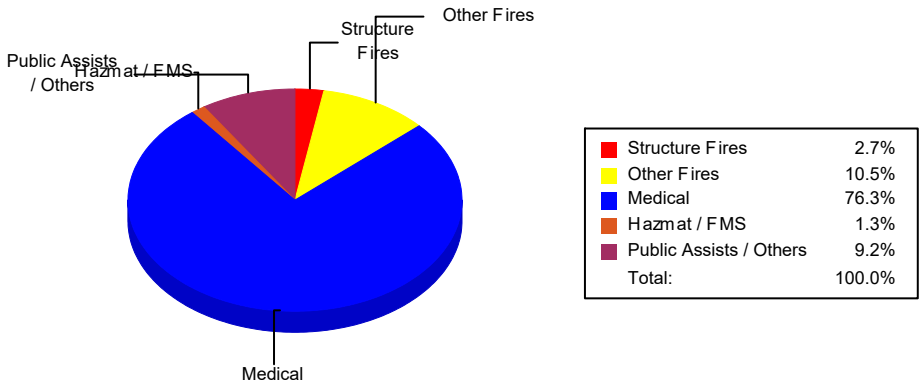
		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	STR	F/A	HFSFW	MEDC2	MVISTG	OAMADM
CABTU	**B2103**	0	1	0	0	0	1	0	0	0	0	0	0
	B2104	0	1	0	0	0	0	0	0	0	0	0	0
	B2107	0	0	0	0	0	1	0	0	0	0	0	0
	B2108	0	2	0	0	0	0	0	0	1	0	0	0
	B2115	0	1	0	0	0	0	0	0	0	0	0	0
	B2116	0	1	1	0	0	4	1	0	1	0	0	0
	B2117	0	2	0	0	0	1	0	5	0	0	0	0
	CH2101	0	0	0	0	0	0	0	0	1	0	0	0
	D2105	0	0	0	0	0	1	0	0	0	0	0	0
	D2106	0	0	1	1	0	1	0	0	0	0	0	0
	E2154	1	0	0	0	0	0	0	0	0	0	0	1
	E2161	0	0	0	0	0	0	0	0	0	0	0	1
	E2162	1	0	0	0	0	0	0	0	0	0	0	1
	E2163	0	0	0	0	0	0	0	0	0	0	0	1
	E2164	0	0	0	0	0	0	0	0	0	0	0	1
	E2165	3	0	0	0	0	0	0	0	0	0	0	1
	E2166	1	0	0	0	0	0	0	0	0	0	0	2
	E2168	0	0	0	0	0	0	0	1	0	0	0	1
	E2169	27	4	1	3	0	1	1	0	1	4	2	1
	E2185	1	0	0	0	0	0	0	1	0	0	0	1

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	STR	F/A	HFSFW	MEDC2	MVISTG	Item i.
CABTU	**E2186**	0	0	0	0	0	0	0	0	0	0	0	1
	P2121	0	0	0	0	0	0	0	0	1	0	0	0
	P2122	0	0	0	0	1	0	0	0	0	0	0	0
	PIO2150	0	1	0	0	0	0	0	0	0	0	0	0
	PIO2152	0	0	0	0	0	1	0	0	0	0	0	0
	PIOADVSE	0	0	1	0	0	3	1	1	1	0	0	0
	PRVADVSE	0	0	1	0	0	0	1	3	1	0	0	0
	S2103	2	0	1	0	0	0	0	0	0	1	0	0
	T2106	0	0	0	0	0	0	0	0	1	0	0	0
	T2107	0	0	0	0	0	1	0	0	0	0	0	0
	T2108	0	0	0	0	0	1	0	0	0	1	0	0
	TAB2	0	0	0	1	0	0	0	0	0	0	0	0
	U2161	0	0	0	0	0	1	0	0	0	0	0	0
	WATSMA	0	0	0	0	0	1	0	1	0	0	0	0
	Total	36	13	6	5	1	18	4	12	8	6	2	12

Battalion 9 Total Responses
2/1/2025 to 2/28/2025

	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	4	4	10	1	1	20
B9B	1	5	5	1	0	12
E91	4	11	102	1	14	132
E92	6	37	307	3	25	378
T91	2	8	50	2	17	79
Total	17	65	474	8	57	621

Number of Incidents / Incident Type



Incident Activity by Station
2/1/2025 To 2/28/2025

Business Assistance and Housing Development

FEBRUARY 2025

Loan Portfolio Balance: $48,501,678.06

Number of Loans	341	Loans in Default	5
Late Payment Notices	1	Late Insurance Notices	4
Annual Inspections Complete	0	Annual Certs Received	216

Loans in Default-5

Mortgage Default-4

1. 2170 Mitchell Ave. Borrower working with primary mortgage to cure default-Staff monitoring. Neither a Notice of Sale Date nor a Foreclosure Recission has been recorded.
2. 48 Russel Proctor Way. City Council approved foreclosure 10/01/2024. Sale Date was set and the City paid off the primary mortgage and recorded a Notice of Default 12/4/2024. Sale date set for 04/02/25.
3. 785 Bird St. Notice of Default received and letter to homeowner mailed. The home was listed for sale but fell out of escrow. A Notice of Sale was recorded for 3/19/25. City approved not redeeming this foreclosure and letting it go to the primary lender.
4. 9 Midway. Notice of Default was recorded 12/30/2024. Letter sent to homeowner without response. Working on Staff Report for council Action

Deceased Borrower-1

5. 6 Golden Eagle Rd. Sent letter to the Estate 7/11/2024. Son is applying to assume the loan. Borrower submitted application and is eligible to assume. Staff is preparing the Loan Assumption Agreement to execute.

Loan Portfolio Analysis

Rehab Loans: 31 ($1,222,903)	FTHB Loans: 275 ($18,877,837)
Economic Development Loans: 1($167,515)	Landscape Loans: 3 ($13,051)
Housing Development: 14 ($27,253,863)	City Employee Mortgage: 5 ($175,000)
Lease to Purchase: 5 ($429,045)	Payoff Requests Processed (2025): 5
Loans Repaid FY -24-25: 11	Payoff Received: $761,049

First Time Home Buyer Program-City Program

Applications Received: 4	Applications under Review: 4
Loans Approved: 0	Loans Closed FY 24-25: 4

First Time Home Buyer Program-County Program administered by City

Applications Received: 1	Applications under Review: 1
Loans Approved: 0	Loans Closed FY 24-25: 2

Owner Occupied Rehabilitation

Applications Received: 2	Applications under Review: 2
Loans Approved: 0	Rehab in Process: 1
Loans Closed FY 24-25: 2	

Grants Submitted FY23-24 and 24-25

1. Permanent Local Housing Allocation (PLHA)22-PLHACOM-17810: $2,500,000 for Lincoln Village Apartments-awarded. Loan was disbursed 01/7/25.
2. 23-ERF-3L-00009 Encampment Resolution Funds-Mission Esperanza: $1,730,450-Awarded.
3. Affordable Housing and Sustainable Communities (AHSC)- Nelson Point Apartments-Not awarded.
4. 2023 Community Development Block Grant Amend 1: Fire Truck Purchase-Not awarded.
5. 20-PLHA-15545 Grant Application for years 21-22 of 5-year allocation $336,105: Owner-occupied Rehabilitation-awarded. Awarded 10/29/24.
6. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded.
7. 2024 CDBG Program Income Only: $1,500,000 for FTHB program-Awarded 10/29/24.
8. 2024 CDBG General Allocation: $3,100,000 for Fire Truck, Fire Engine and Fire Equipment-award pending.
9. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence-award pending.
10. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study-award pending.
11. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded
12.

Current Project Highlights

1. Lincoln Village Apartments- Completed and currently 100% leased.
2. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. Submitted application for 20DRMHP Funds. These funds were awarded, as well as Tax credits. Currently working on obtaining Notice to Proceed from the State and working on obtaining a Will-Serve letter from SCOR and LOAUPUD. The project was awarded an additional $4,325,000 from CDBG-DR to be administered by the State.
3. Mission Esperanza-Under construction, pallet shelters are being installed, staffing on-boarding and training is underway. Project will be complete by the end of March without power. Projection to open in June 2025 due to not receiving the PGE gear switch for power until June. Awarded and disbursed Housing Program Fund grant of $100,000 for operations.
4. Neighborhood Cleanup Program- grant is 70% expended.
5. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration.
6. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy.
7. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval. Pending.
8. 3235 Burlington Ave.-Foreclosure complete, Exempt Surplus Property submitted and approve by State. The City will list it in February 2025 due to repairs suggested by City's realtor.
9. Will begin a marketing campaign in February 2025 for both the FTHB and OOR Program applicants
10. Annual Portfolio Certification and Drive-by Inspections are underway for 2025, will be ongoing until complete.
11. 1218 Bird Street's listing is in escrow. Several repairs were suggested to be made due to the fact that it's an FHA loan. Those repairs are underway.
12. Housing Element Annual Report and SB341 Annual Report.