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

February 17, 2026
REGULAR MEETING
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

OPEN SESSION

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

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. INVESTMENT POLICY ADOPTION FOR 2026

The City Council shall consider adopting the Statement of Investment Policy 2026 for the City of Oroville.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9439 - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2026.

2. AGREEMENT BETWEEN THE CITY OF OROVILLE AND R.L. HASTINGS AND ASSOCIATES FOR NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR OROVILLE STORM DRAIN IMPROVEMENT PROJECT

The City Council shall consider approving agreement with R.L. Hastings and Associates to prepare the National Environmental Policy Act (NEPA) review and conduct Federal and State Labor Standards Monitoring and Section 3 Monitoring for the next three years for the city's Storm Drain Improvement Project.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9438 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH R. L. HASTINGS AND ASSOCIATES FOR THE NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR STORM DRAIN IMPROVEMENT PROJECT.

3. RESCIND RESOLUTION NO. 9241 AND ADOPT NEW RESOLUTION FOR 2023 HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION

The City Council shall consider rescinding Resolution No. 9241 and adopt a new resolution for the submittal of an application to the State Department of Housing and Community Development for the 2023 HOME Investment Partnership (HOME) Program funding in the amount of $500,000, naming the mayor as the designee to execute agreement.

ACTION(S) REQUESTED -

1. **RESCIND RESOLUTION NO. 9241; AND**
2. **ADOPT RESOLUTION NO. 9440 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING OF THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OTHER RELATED DOCUMENTS NECESSARY TO PARTICPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM.**

4. RESOLUTION OF SUPPORT FOR OROVILLE HIGH SCHOOL SAFE GRAD NIGHT

The City Council shall consider adopting Resolution No. 9441, expressing their support for Oroville High School Safe Grad Night.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9441 AND AUTHORIZE THE MAYOR TO SIGN.

5. RESOLUTION APPOINTING A DESIGNATED PERSON RESPONSIBLE FOR THE AFORDABLE CARE ACT REPORTING

The City Council shall consider adopting the attached resolution to appoint a designated person, per a Treasury Regulation, responsible for the Affordable Care Act reporting.

ACTION REQUESTED -

APPROVE THE ATTACHED RESOLUTION APPOINTING A DESIGNATED PERSON RESPONSIBLE FOR THE AFFORDABLE CARE ACT REPORTING AND AUTHORIZE THE MAYOR TO SIGN.

6. APPROVAL OF THE 02.03.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the regular meeting minutes from 02.03.2026.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

7. FISCAL IMPACT ANALYSIS FOR RESIDENTIAL PROJECTS

The City Council shall receive and consider a Fiscal Impact Analysis prepared by Willdan Financial Services evaluating the General Fund impacts associated with five proposed residential development projects totaling 436 dwelling units. The analysis was prepared to assist the City in evaluating a developer request for exemption from annexation into the City's Public Safety Community Facilities Districts (CFDs). The study evaluates projected revenues and service costs to the City's General Fund through project buildout and concludes that the developments would result in a modest net annual General Fund deficit at full buildout.

ACTION(S) REQUESTED -

1. **RECEIVE AND FILE THE FISCAL IMPACT ANALYSIS PREPARED BY WILLDAN FINANCIAL SERVICES FOR THE RUDDY CREEK, CALLE VISTA, LINKSIDE PHASE 2 AND FEATHER RANCH RESIDENTIAL PROJECTS; AND**
2. **PROVIDE DIRECTION FOR WILLDAN FINANCIAL SERVICES TO PROCEED TO PHASE TWO AND BEGIN THE FORMATION OF A COMMUNITY FACILITIES DISTRICT.**

8. ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY

The City Council shall consider adding additional language relating to transparency and accountability to the Elected Officials Guiding Principles handbook or to the Municipal Code.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

9. REQUEST FOR $600 CONTRIBUTION TO SUPPORT THE WHITE LION DANCERS FOR THE UPCOMING CHINESE NEW YEAR CELEBRATION

The City Council shall consider contributing six hundred dollars to support the White Lion Dancers for the upcoming Chinese New Year Celebration.

ACTION REQUESTED –

APPROVE A $600.00 CONTRIBUTION FROM THE COMMUNITY ENHANCEMENT BUDGET UNIT TO SUPPORT THE HIRING OF THE WHITE LION DANCERS FOR THE CHINESE NEW YEAR CELEBRATION.

10. ADDITIONAL ROAD FUNDING FOR FISCAL YEAR 2025/26

The City Council shall consider appropriating up to $200,000 in additional funding for road projects in Fiscal year 2025/26.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

11. GRANT WRITING FUNDING FOR FISCAL YEAR 2025/26

The City Council shall consider appropriating up to $50,000 in funding for grant writing activity in Fiscal Year 2025/26.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

12. EMPLOYMENT CONTRACT WITH AMY BERGSTRAND FOR POSITION OF DIRECTOR – BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT

The City Council shall consider entering into a new employment contract with Amy Bergstrand for the position of Director – Business Assistance and Housing Development, with an annual salary of $175,100.

ACTION(S) REQUESTED -

1. **APPROVE EMPLOYMENT AGREEMENT NO. 3407-4; AND**
2. **ADOPT RESOLUTION NO. 9442 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND.**

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

13. 5:15PM - INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 8.26 TO TITLE 8 – TRIANNUAL FIRE-LIFE-SAFETY INSPECTION PROGRAM FOR BUSINESS (B) OCCUPANCIES

The City Council shall consider introducing an ordinance adding Chapter 8.26 to Title 8 of the Oroville Municipal Code to establish a Triannual Fire-Life-Safety Inspection Program for Business (B) occupancies. The program is intended to support safe businesses for residents and visitors, strengthen community outreach, and ensure compliance with Title 19 of the California Code of Regulations and California Fire Code.

ACTION(S) REQUESTED -

1. **OPEN PUBLIC HEARING ON PROPOSED ORDINANCE AND WAIVE THE FIRST READING OF THE ORDINANCE INTRODUCING THE ORDINANACE BY TITLE ONLY; AND**
2. **DIRECT STAFF TO BRING BACK FOR ADOPTION AT THE MARCH 3, 2026 CITY COUNCIL MEEITNG.**

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. **Oroville Fire Department Monthly Statistic Report**

HYPERLINK "appIS51be6315859a47e5b142cba6a1505b96"**ii.** **Business Assistance and Housing Development Monthly Report**

iii. Report from League of Cities Mayors and Council Members Academy

iv. **Notice of Pacific Gas and Electric Company's Rate Decrease Request for its Income Qualified Programs Application to the California Public Utilities Commission (CPUC)**

v. **Correspondence Received from Rhonda Magnusson**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on March 3, 2026 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, CPA, ASSISTANT CITY ADMINISTRATOR**

RE: **INVESTMENT POLICY ADOPTION FOR 2026**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider adopting the Statement of Investment Policy 2026 for the City of Oroville.

DISCUSSION

California Government code states that the Treasurer may annually render to the City legislative body a Statement of Investment Policy for consideration at a public meeting.

Investment reports are posted to the City's website on a monthly basis, and can be found through this link:

Financial Reports | Oroville, CA or by searching:

https://www.orovilleca.gov/259/Financial-Reports

FISCAL IMPACT

None

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9439 - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2026.

ATTACHMENTS

Resolution No. 9439
Investment Policy

CITY OF OROVILLE
RESOLUTION NO. 9439

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2026

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

a. The Council adopts the Investment Policy for 2026.

b. The City Clerk shall attest to the adoption of the Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 17, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

City of Oroville
Statement of Investment Policy
2026

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City of Oroville
Statement of Investment Policy
2026

1.0 **Policy:** The City of Oroville (the City) shall invest public funds in such manner as to comply with all federal, state and local statutes; ensure prudent money management; provide for daily cash flow requirements**;** and meet the objectives in priority order of safety, liquidity and return on investment.

2.0 **Scope**: This Investment Policy covers all financial assets under the direct authority of the City. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the state of California. The covered funds, and any new funds created by the City, unless specifically exempted by this policy, are defined in the City's Comprehensive Annual Financial Report.

3.0 **Prudence:** The standard of prudence to be used shall be the prudent investor standard and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 Any investment official exercising his or her assigned authority with due diligence and prudence in accordance with the written procedures and the Investment Policy will not be held personally liable for any individual investment losses or for total portfolio losses provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 **Objectives:** The primary objectives of investment activities in order of priority shall be:

4.1 *Safety:* Safety of principal is the prime objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

4.2 *Liquidity*: The City's investment portfolio shall be structured in a manner which strives to time the maturity of securities with cash requirements to remain sufficiently liquid to meet all operating

requirements which might be reasonably anticipated.

4.3 *Return on Investments: T*he City shall attempt to obtain a reasonable return after basic requirements of safety and liquidity have been met.

5.0 **Delegation of Authority:** Authority to manage the investment program is derived from the City Charter, City Code and the Government Code of the State of California. Management responsibility for the investment program is hereby delegated to the Treasurer (or Finance Director if in the situation where there is no City Treasurer) who shall be responsible for all transactions undertaken and shall establish a system of controls and procedures. The Treasurer (Finance Director if no Treasurer) has the authority to sign all contracts related to the investment of public funds.

5.1 Investment Procedures: The Treasurer (Finance Director if no Treasurer) shall establish written procedures for the operation of the investment program consistent with this investment policy. The procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer (Finance Director if no Treasurer) and approved by the legislative body.

6.0 **Ethics and Conflicts of Interest:** Officers, employees, elected and appointed officials involved in the investment process shall act responsibly as custodians of the public trust; avoid any transaction that might impair the public confidence or the City's ability to serve the citizens; refrain from personal business activities that could conflict with proper execution of the investment program or could impair their ability to make impartial investment decisions and abide by the City's adopted Conflict of Interest Code incorporated by reference into this Investment Policy.

7.0 **Authorized Financial Dealers and Institutions**: To promote the optimum yield on the investment of City funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial institutions and broker-dealers. Dealers and Institutions are defined in California Code as a member of a federally regulated securities exchange, a national or state-chartered bank, a savings association or federal association or a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

7.1 All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following :

audited financial statements demonstrating compliance with state and federal capital adequacy guidelines. proof of Financial Industry Regulatory Authority (FINRA) registration, proof of State of California registration and certification of having read the City's investment policy.

.**8.0** **Authorized Investments:** The Treasurer (Finance Director if no Treasurer) may invest city funds in the following instruments as specified under Section 53601 et seq., of the California Government Code, as now read or hereafter amended, and as further limited in this policy. In the case of bond proceeds permissible investments are limited to those specified in the bond documents in accordance with Section 5922 of the Government Code or other applicable laws. Investments in Deferred Compensation funds are limited to those investments allowed under Section 53609 of the Government Code.

8.1 Except as provided above, the following investments are authorized, as further limited herein:

8.1.1 Obligations of the U.S. Government – Maximum 100%

8.1.2 Time Certificates of Deposits - Maximum 30%. Deposits should not exceed five-year maturity. Deposits will be collateralized or insured in accordance with the investment policy and placed with nationally or state-chartered banks, a savings association and/or a state or federal credit union.

8.1.3 Local government investment pools - Maximum 100%. Investments will be made in accordance with laws and regulations governing these funds.

8.1.4 Repurchase agreements - Maximum 20%. Must be fully Collateralized at 110%, have a maturity of no more than 90 days, and will only be with primary dealers of the Federal Reserve Bank who have long term debt rated at AAA by Moody's or Standard and Poor.

8.1.5 Passbook Savings Account Demand Deposits - Maximum 50%. Deposits must be insured if under FDIC limit allowed by law, collateralized if over that limit, and not exceed $1,000,000 with one institution.

8.1.6 SEC Registered Money Market/Mutual Funds – Maximum 20%. Funds must consist of instruments permitted under Section 53601 of the Government Code.

8.1.7 Bankers' Acceptance - Maximum 40% and have a maturity of no longer than 180 days.

8.1.8 Investments held separately. Investment of bond funds will be made in conformance with the trust indenture for each issue. Such funds will be held separately when required.

8.2 If repurchase agreements are legal and authorized by policy, a Master Repurchase Agreement must be signed with the bank or dealer.

9.0 **Review of Investment Portfolio:** The securities held by the City must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. To ensure subsequent compliance, the Treasurer (Finance Director if no Treasurer) shall at least quarterly review the portfolio to identify any securities that do not comply and establish procedures to report to the City critical incidents of noncompliance.

1**0.0** **Investment Pools/Mutual Funds:** Governmental sponsored pools and/or mutual funds should be carefully reviewed prior to investing and should be monitored on an ongoing basis. Requisite information on the pool includes a statement of investment policy and objectives, a description of interest calculations and how it is distributed and how gains and losses are treated, a description of how the securities are safeguarded (including the settlement process) and how often the securities are priced and the program audited, a description of who may invest in the program, a schedule for receiving statements and portfolio listings, a description of how the pool/fund maintains reserves, earnings, etc. or is all income after expenses distributed to participants, and a fee schedule.

11.0 **Collateralization:** Investments in time certificates of deposit shall be fully insured up to the maximum allowed by law by the Federal Deposit Insurance Corporation**,** the National Credit Union Share Insurance Fund**,** or the Federal Savings and Loan Insurance Corporation, as appropriate. Investments in time certificates of deposit in excess of the maximum amount allowed by law shall be properly collateralized. Section 53652 of the California Government Code requires that the depository pledge securities with market value of at least 10% in excess of the City's deposit as collateral in government securities. The City Treasurer (Finance Director if no Treasurer) is responsible for entering into deposit contracts with each depository. Collateral for investments in Repurchase agreements must consist of U. S. Treasury obligations or U. S. Agency obligations. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest.

12.0 **Safekeeping and Custody:** All security transactions, including collateral for repurchase agreements shall be conducted on a delivery versus payment (DVP) basis. Securities will be held by a third-party custodian, or in the case of bond proceeds the Trustee, designated by the Treasurer (Finance Director if no Treasurer) and evidenced by safekeeping receipts.

The only exception to the foregoing shall be depository accounts and securities purchases made with LAIF, time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable.

13.0 Diversification: The purpose of diversification is to reduce the overall portfolio risks while attaining market average rates of return. The maximum allowable percentage of investments in any one category will be diversified as required by law, or as provided by this policy, whichever is lower. In addition, with the exception of U.S. Treasury securities and the Local Agency Investment Fund, no more than 50% of the total portfolio will be vested in a single security type or with a single financial institution (excluding demand deposits and bond proceeds if allowed by the bond trustee).

14.0 Maximum Maturities: No investment shall be made with a maturity of more than five (5) years unless the Governing Body specifically authorizes the investment. As a general rule the City will not invest in securities maturing more than two (2) years from date of purchase unless they represent reserve funds or other monies set aside to satisfy long term needs such as capital accumulation funds. To the extent possible, investment maturities will be matched against anticipated cash flow requirements.

15.0 Internal Control: The City shall establish an annual process of independent review by the external auditor. This review will provide internal control by assuring compliance with policies and procedures.

16.0 Performance Standards: The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles commensurate with the investment risk constraints and the cash flow needs. The basis used by the Treasurer (Finance Director if no Treasurer) to determine whether market yields are being achieved shall be to identify a comparable benchmark to the portfolio investment duration.

17.0 Reporting: The Treasurer (Finance Director if no Treasurer) shall provide a monthly report posted to the City's website regarding investment activity and returns on all portfolios which provide a clear picture of the status of the current investment portfolio. The report shall include: Type of investment, issuer, purchase date, date of maturity, amount of deposit or cost of the investment, face value of securities, current market value of securities, rate of interest and interest earnings. If any of the funds are managed by a contracted party, a description shall be included in the report. The report shall be reviewed and signed by the Treasurer (Finance Director if no Treasurer), the Director of Finance and the City Administrator.

18.0 Investment Policy Adoption: In accordance with Section 53646(a) of the

California Government Code, the Treasurer (Finance Director if no Treasurer) may render annually to the City legislative body a Statement of Investment Policy for consideration at a public meeting. The City's Investment policy and any modifications shall be adopted by Resolution of the Oroville City Council. Any State Law changes during the year are automatically incorporated into this policy.

19.0 Glossary: Because this policy is available to the public as well as the governing body, a glossary of related terminology is a part of the policy.

Glossary

Accrued Interest. Interest earned but not yet received.

Agencies. Federal Agency securities and/or Government-sponsored enterprises.

Arbitrage. Generally, transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a difference in prices in the two markets.

Asked. The price at which securities are offered.

Bankers' Acceptances (BA's). A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis point. One basis point is one hundredth of one percent (.01).

Benchmark. A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Bid. The price offered by a buyer of securities.

Bond. A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows including periodic interest payments and a principal repayment.

Bond Equivalent Yield (BEY). An annual yield, expressed as a percentage, describing the return provided to bond holders. A bond equivalent yield is double

the simple interest, semiannual yield.

Book value. The value at which a debt security is shown on the holder's balance sheet. Book value is the cost less amortization of premium or accretion of a discount.

Broker. A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD). A time deposit of funds in a bank or savings and loan association with a specific maturity evidenced by a certificate.

Collateral. Securities, evidence of deposit or other property, which a borrower pledges for repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper. Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days, which may be sold on a discount basis or may bear interest. Firms with lower ratings or without well known names usually back their commercial paper with guarantees or bank letters of credit.

Comprehensive Annual Financial Report (CAFR). The official annual financial report of the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Corporate Medium Term Notes. Unsecured promissory notes issued by corporations operating within the United States. The notes are in the one to five year maturity range.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bond holder on the bond's face value. Also, a certificate attached to a bond evidencing interest due on a payment date.

Credit Risk. The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return). The interest paid on an investment expressed as a percentage of the current price of the security. Current yield is only accurate for investments purchased at par.

Custody. The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account .

Debenture. A bond secured only by the general credit of the issuer.

Delivery versus Payment (DVP). Delivery of securities with a simultaneous exchange of money for the securities.

Derivatives. Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor; or financial contracts based upon noticed amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Discount. The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, (e.g., U. S. Treasury Bills).

Diversification. Dividing investment funds among a variety of securities, offering independent returns.

Duration. A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

Federal Credit Agencies. Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits, currently up to $250,000 per entity**.**

Federal Funds Rate. The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Government sponsored wholesale banks which lend funds and provide correspondent banking service to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA or Fannie Mae). A federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. FNMA is a private stockholder-owned corporation and assumes and guarantees that all security holders will receive timely payment of principal and interest. The corporation's purchases include a variety or adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are highly liquid and are widely accepted.

Federal Open Market Committee (FOMC), Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System. The central bank of the United States which consists of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members.

Government National Mortgage Association (GNMA or Ginnie Mae). Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FHA mortgages.

Interest Rate. The annual yield earned on an investment, expressed as a percentage.

Liquidity. The quality of an asset that permits it to be converted quickly into cash without a significant loss in value.

Local Agency Investment Fund (LAIF). A special fund in the State Treasury which local agencies may use to deposit funds for investment and for reinvestment. Each agency is currently limited by LAIF to an investment of $50 million.

Marketability. The measure of ease with which a security can be sold in the secondary market.

Market Risk. Defined as market value fluctuations due to overall changes in the general level of interest rates structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term

speculation.

Market Value - The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement. A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower

Maturity Date. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Mutual Fund. An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the Securities and Exchange Commission (SEC) disclosure guidelines.

Offer. The price asked by a seller of securities.

Open Market Operations. Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio. Collection of securities held by an investor.

Primary Dealer. A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

Principal. The face amount or par value of a debt instrument.

Prudent Person Standard. A standard of conduct where a person acts with care, skill, prudence, and diligence when investing or reinvesting.

Qualified Public Depositories. A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return. The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO). A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security buyer in effect lends the seller money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

Reverse Repurchase Agreement (Reverse REPO). A reverse-repurchase agreement involves investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

Safekeeping. A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market. A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC). Agency created by Congress to protect investors in securities transaction by administering securities legislation.

Treasury Bills. A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds. Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. government and having initial maturities of more than ten years.

Treasury Notes. Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two

to ten years.

Trustee. A Bank designated as the custodian of funds and the official representative for bondholders. In this capacity, the trustee is responsible for enforcing the bondholder's contract with the issuer.

Uniform Net Capital Rule. Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield. The rate of annual income return on an investment, expressed as a percentage. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF OROVILLE AND R.L. HASTINGS AND ASSOCIATES FOR NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR OROVILLE STORM DRAIN IMPROVEMENT PROJECT**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider approving agreement with R.L. Hastings and Associates to prepare the National Environmental Policy Act (NEPA) review and conduct Federal and State Labor Standards Monitoring and Section 3 Monitoring for the next three years for the city's Storm Drain Improvement Project.

DISCUSSION

On January 20, 2026, City Council approved the submittal of an application to State Community Development Block Grant program to apply for $3,300,000 for Storm Drain Improvements Project in the City of Oroville.

On January 8, 2026 staff posted a Request for Quote for NEPA review, Labor Standards monitoring and Section 3 Monitoring, on Public Purchase the City's Facebook page and the City's Website. Additionally, staff emailed the RFQ to two (2) firms that have a history of working in the City of Oroville, with the due date for quotes on January 30, 2026. Staff received one (1) quote from a qualified firm. A panel of four (4) staff members reviewed the quotes and are recommending the City enter into an agreement with, R. L. Hastings and Associates. The quote was off by only 4% of the Independent Cost Estimate (ICE) prepared by staff based on previous quotes, contracts and invoices for similar projects.

State Community Development Block Grant (CDBG) requires department approval to accept a Single Bid. A request was submitted to CDBG on February 3rd and will be submitted with the 2025 CDBG grant application.

Consultant	Quote
R.L. Hastings & Associates	NEPA Prep: $12,000 for Environmental Assessment (EA) $ 6,000 for Categorically Excluded Subject to 58.5 (CEST) + the cost of reports and noticing. Approximately $14,500. Labor Standards Monitoring: $2,500 per month for 30 months. Approximately $75,000. Section 3 Monitoring: $500 per month for 30 months. Approximately $15,000.

FISCAL IMPACT

There is no general fund impact. Approximately $104,500 will be reimbursed by the CDBG grant, if awarded. If it is not awarded, the labor standards and section 3 monitoring of the contract will be cancelled, and RL Hastings will be reimbursed for the NEPA preparation by the general fund.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9438 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH R. L. HASTINGS AND ASSOCIATES FOR THE NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR STORM DRAIN IMPROVEMENT PROJECT.

ATTACHMENTS

Resolutions No. 9438
Agreement No. 3580
RL Hastings Quote

CITY OF OROVILLE
RESOLUTION NO. 9438

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH R. L. HASTINGS AND ASSOCIATES FOR THE NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR STORM DRAIN IMPROVEMENT PROJECT.

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

1. The Oroville City Council hereby authorizes and directs the Mayor to execute an agreement with R. L. Hastings and Associates for the NEPA preparation, Labor Standards Monitoring and Section 3 Compliance for Storm Drain Improvement project in Oroville

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 17, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NO: 3580

This Agreement is made on this 17th day off February 2026, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") R.L. Hastings and Associates, LLC, P.O. Box 552, Placerville CA 95667 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted an RFQ issued in January, 2026, and selected CONTRACTOR as the preferred service provider;

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

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on February 28, 2029_ unless extended in writing in advance by both parties.

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

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $104,500 for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the

date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

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

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

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

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

6. TERMINATION.
6.1 The City may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the City shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the City. Additionally, if the CDBG grant is not awarded, the City will pay for all completed work and terminate the remaining contract.

6.2 Termination for Cause and Convenience
In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the City Purchasing Agent may by written notice, cancel this Contract and may hold the

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the City of Oroville, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the City the sum of one hundred dollars ($100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the City and the Contractor.

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

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

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

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

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

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence/ two million dollars ($2,000,000) aggregate for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH FEDERAL LAWS, CODES, ORDINANCES, REGULATIONS AND EXECUTIVE ORDERS.

The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

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

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.
The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or

recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

CONTRACTOR:
R. L. Hastings and Associates
P. O. Box 552
Placerville CA 95667
Attention: Roy Hastings

17. GOVERNING LAW.
This Agreement shall be governed by the laws of the State of California and the Federal Government. The venue shall be the County of Butte, California. In the event the Federal Language directly conflicts with the General Terms, the Federal Language will prevail. Federal Regulatory Compliance Requirements can found in “Exhibit C”.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the17th day of February, 2026.

CONTRACTOR:



Roy Hastings, R. L. Hastings & Associates

CITY OF OROVILLE:

_____

Brian Ring, City Administrator

APPROVED AS TO FORM:

_____

David Ritchie, Assistant City Attorney

"Exhibit A"

Scope of Services:

Proposed Environmental Review services to be provided for the project should include but may not be limited to:

- Analyze and determine the proper level of environmental review for the project.
- Use the most current CDBG environmental review forms to complete the NEPA review process and obtain the proper back up documentation.
- Ensure the proper publications are made and the comment periods are completed. Assist the City in responding to any inquiries from the public or the state and ensure that the City receives approval from the state to expend activity construction dollars in a reasonable time period.
- Provide a set of the original documents to the City for their project's CDBG administration file and be available for questions when the state comes to monitor the project.
- Use the most current CDBG/HUD environmental review forms to complete the NEPA review process and provide the City with accurate completed forms and back up documentation so that the environmental review record can be signed by the City's certifying officer.

Proposed Labor Standards Monitoring services to be provided for each project should include but may not be limited to:

- Establish and maintain a labor standards file which includes all the required CDBG documentation.
- Assist the project's engineer/architect with putting together a full bid package, including proper state and federal wage decisions, all the necessary state and federal labor standards, equal opportunity, and updated procurement language.
- Ensure that the project is well advertised to local and regional contractors and attend the pre-bid conference to ensure that all contractors understand what is involved with the labor standards monitoring and federal requirements for the project.
- Do 10-day federal wage determination update and distribute to bidders at least 10 days prior to bid opening. Ensure procurement file is complete including all copies of bids (single source approval from state CDBG staff if necessary) and proof of contractor eligibility with state license current and not on federal debarred list and with proper bonding and insurance.

- Have City staff determine and write down why the contractor chosen for the project was selected and document that the selected contractor was approve by city council.
- Ensure the construction contact includes all necessary federal and state labor standards language and ensure the construction contracts between the prime contractor and subcontractors contain the proper federal language and signed copies of each are in City labor standard files.
- Conduct a pre-construction conference and meet with each person who is completing the weekly certified payrolls for the contractor and subcontractors and do the wage rate matrix with these staff to determine if state or federal wage rates should be paid. Explain the weekly payroll review process to the payroll personnel and ensure they have the proper fringe benefit statements completed and back up documentation for each and any apprentices which are being used.
- Review and approve each weekly certified payroll and follow up on any underpayments or problems. Document that the proper labor standards posters are present on the construction site. Conduct employee interviews with the proper percentage of trades and cross reference with wage statements to document that the persons working on the site were the proper classification, doing the proper tasks and paid the proper wages.
- Have City file the proper semi-annual wage compliance reports and Section 3 annual reports with the state. Obtain documentation of all change orders and notice of completion.
- Be available at the time of state monitoring to show the full labor standards file to state CDBG staff and answer any questions.
- Ensure that you are following the newest Section 3and MBE/WBE HUD/CDBG requirements.

“Exhibit B”
FEE SCHEDULE

R.L. Hastings & Associates provides lump sum bids for requested services and does not utilize an hourly rate unless additional services are requested

NEPA Review
EA - $12,000 plus the costs of any required reports and newspaper noticing (if required).
CEST - $6,000 plus the costs of any required reports and newspaper noticing (if required).

Estimate no more than $14,500

Labor Standards Monitoring
$2,500 per month billed from the Notice to Proceed or first day of work on site, until issuance of the Notice of Completion or the last day of work on site, whichever is later, respectively.(Approximately 30 months for $75,000)

Section 3 Monitoring
$500 per month from the Notice to Proceed or first day of work on site, until issuance.(Approximately 30 months for $15,000)

Total contract amount $104,500

" Exhibit C"

Federal Regulatory Compliance Requirements

All City Contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

The City may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the City shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the City.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the City Purchasing Agent may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the City by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the City of Oroville, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the City the sum of one hundred dollars ($100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the City and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance,
or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the

employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon Act

The Contractor and the City will comply with the Davis-Bacon Act as amended (40 U.S.C. 3141–3148). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a

wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

4. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145*)* provides that the City and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (1) of this section, in the sum of $10 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 (1) of this section.

(3) 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 moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime 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 (2) of this section.

(4) Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

6. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the City or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the City or the Contractor must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

(1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This

term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the City agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to City and understands and agrees that City will, in tum, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to City and understands and agrees that City will, in tum, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Energy Efficiency

(1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Suspension and Debarment

The City does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and

agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program . The list of EPA-designate items is available at https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products ."

12. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with CITY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide Cal OES, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

13. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

14. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment V the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

17. Drug Free Workplace

Contractor, by signing this agreement, hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1.

18. Child Support Compliance Act

This section is applicable to all Contracts and Subcontracts of $100,000 or more.

Contractor acknowledged and agrees to the following: Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commending with section 5200) of Part 5 of Division 9 of the Family Code: and The Contractor, to the best of their knowledge, is fully complying with the earnings assignment orders of all employees

and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

19. Required Reports

Contractor shall submit to the City all periodic reports required by project funding sources to be submitted by the City for which Contractor collects the applicable information under the Contract.

20. 570.490(b) Recordkeeping requirements

570.490(c) Access to records and 570.490(d) Record retention

CONTRACTOR shall keep adequate records and supporting documentation, which concern or reflect its services rendered under this agreement. Records subject to the provisions of California or local public records laws must be kept in accordance those laws, rules, or regulations. All records and documentation will be retained by selected firm until the Grantee has advised that records are no longer required to be stored. The Grantee or any duly authorized agents or representatives of the Grantee, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the post-agreement period noted above; provided, however such activity will be conducted only during normal business hours. Upon completion of or termination of this agreement, the selected firm may transfer, at no cost, to the Grantee all public records in possession of the selected firm related to the completion of the services rendered under this agreement and shall destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Grantee in a format that is compatible with the information technology systems of the Grantee.

21. Nondiscrimination

The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P L. 101 336, 42 U S C 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U S.C Section 794) shall also apply to any such program or Project.

22. § 570.602 Section 109 of the Housing and Community Development Act

The contractor shall affirm that no person on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Housing and Community Development Act. Furthermore,

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **RESCIND RESOLUTION NO. 9241 AND ADOPT NEW RESOLUTION FOR 2023 HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider rescinding resolution No. 9241 and adopt a new resolution for the submittal of an application to the State Department of Housing and Community Development for the 2023 HOME Investment Partnership (HOME) Program funding in the amount of $500,000, naming the mayor as the designee to execute agreement.

DISCUSSION

The State Department of Housing and Community Development released a Notice of Funding Availability (NOFA) on January 19, 2024, requesting applications for funding from the HOME 2022-23 NOFA. The final date for application submittals was April 9, 2024.

At the January 19, 2024, City Council meeting, Council took action to approve the submittal of the 2023 application and the application was subsequently awarded.

On February 5, 2026, City staff was notified that a new resolution was needed naming the mayor as the designee to execute the HOME Standard Agreement. Resolution No. 9241 currently designates the City Administrator.

FISCAL IMPACT

None

ACTION(S) REQUESTED -

1. **RESCIND RESOLUTION NO. 9241; AND**
2. **ADOPT RESOLUTION NO. 9440 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING OF THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OTHER RELATED DOCUMENTS NECESSARY TO PARTICPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM.**

ATTACHMENTS

Resolutions No. 9440

HOME NOFA Application

Governing Board Resolution Instructions

For Cities and Towns Only

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

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

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

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

Important Authorized Signatory Information:

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

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

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

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

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

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

   Mayor

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

   Director of Business Assistance and Housing Development

Important Notes:

1. The Department strongly recommends that only titles, without names, be inserted in Sections 3 and 4 (in the Resolution Template) below, to avoid the need for an additional authorizing resolution whenever a personnel change occurs.

2. It is not statutorily permissible for a mayor to delegate contract signing authority, so please do not include language about delegation if the mayor is in Section 3 below. If any positions other than mayor are listed, provide with the Resolution a city attorney opinion letter that the positions(s) listed, and their ability to delegate signing a contract such as this HOME Program Standard Agreement, are supported by current city ordinances (specify which ordinances apply).

3. Section 4 below is for authority to sign all other HOME documents, which may include the same title as in Section 3 and/or other titles.

4. If the designee is signing any application, agreement, or any other document on behalf of the designated representative of the Applicant, written proof of designee authority to sign on behalf of such designated representative must be included with the Resolution, or else submitted later on letterhead, with a document signed by the delegee. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. Inclusion of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.

5. Separate titles in Resolution Sections 3 and 4 with only "or". If "and" or "and/or" are used, two signatures would be required each time.

6. The attesting officer cannot be the same person listed as an authorized signer in Sections 3 or 4 below.

Note: The Sample Resolution Template is on the Following Page.

(SAMPLE) GOVERNING BOARD RESOLUTION

RESOLUTION NO. _9440_

THE GOVERNING BOARD OF

THE CITY OF OROVILLE

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

WHEREAS:

A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

B. On January 19, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").

C. In response to the NOFA, The City of Oroville, *a municipality of the State of California, as applicable]* (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

IT IS NOW THEREFORE RESOLVED THAT:

1. In response to the above-referenced HOME NOFA, the Applicant shall submit an Application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Hundres Thousand Dollars, Dollars ($500,000.00) for the following activities and/or programs:

First Time Homebuyers Program

to be located in City Limits of Oroville, CA.

2. If the Application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its Application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement with the Department, any amendments thereto, and any and all other

documents or instruments necessary or required by the Department or HUD for participation in the HOME program.

3. The Applicant hereby authorizes and directs Mayor to execute, in the name of the Applicant, the HOME Standard Agreement, other HOME-related contracts and conveyances, and any subsequent amendments thereto.

4. The Applicant hereby authorizes Director of Business Assistance and Housing Development, or their designee, to execute, in the name of the Applicant, drawdown requests and any other HOME Program form requiring a signature, as may be required by the Department from time to time.

PASSED AND ADOPTED THIS _17th DAY OF __February_ 2026, BY THE FOLLOWING VOTE:

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

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

CERTIFICATION OF ATTESTING OFFICER

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

_____ _____ _____
Name Signature Date

CITY OF OROVILLE
STAFF REPORT

TO: **VICE MAYOR AND COUNCIL MEMBERS**

FROM: **MAYOR PITTMAN**

RE: **RESOLUTION OF SUPPORT FOR OROVILLE HIGH SCHOOL SAFE GRAD NIGHT**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider adopting Resolution No. 9441, expressing their support for Oroville High School Safe Grad Night.

DISCUSSION

At the request of Mayor Pittman, the Council will consider adopting a resolution expressing support for Oroville High School Safe Grad Night.

FISCAL IMPACT

There is no impact to the General Fund.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9441 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution No. 9441

CITY OF OROVILLE
RESOLUTION NO. 9441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE EXPRESSING SUPPORT FOR OROVILLE HIGH SCHOOL SAFE GRAD NIGHT

WHEREAS, Oroville High School graduates students who have demonstrated academic achievement and commitment to their community; and

WHEREAS, graduation night is a celebratory occasion that presents increased risks related to impaired driving, substance use, and unsupervised activities; and

WHEREAS, the Oroville High School Safe Grad Night Program provides a long-standing, community-supported, alcohol-free, drug-free, and supervised celebration for graduating seniors; and

WHEREAS, Safe Grad Night programs have been shown to reduce alcohol- and drug-related injuries and fatalities among graduating seniors; and

WHEREAS, the program is organized through the collaborative efforts of parents, school staff, volunteers, and community partners to promote student safety; and

WHEREAS, the City of Oroville values proactive programs that enhance public safety and support youth well-being.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oroville that:

1. The City Council and Mayor express their support for the Oroville High School Safe Grad Night program and commend those who make the event possible; and
2. The City encourages community participation, including sponsorships, donations, and volunteer service, to support the continued success of this program; and
3. The Mayor is authorized to issue letters of support on behalf of the City of Oroville in furtherance of the Oroville High School Safe Grad Night program.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on the 17th day of February, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:

_____
David Ritchie, Asst. City Attorney

_____
David Pittman, Mayor

ATTEST:

_____
Kayla Reaster, Asst. City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **LIZ EHRENSTROM, HUMAN RESOURCE/RISK MANAGER**

RE: **RESOLUTION APPOINTING A DESIGNATED PERSON RESPONSIBLE FOR THE AFORDABLE CARE ACT REPORTING**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider adopting the attached resolution to appoint a designated person, per a Treasury Regulation, responsible for the Affordable Care Act reporting.

DISCUSSION

The Treasury Regulations require governmental agencies to prepare a written designation identifying the person who is responsible for furnishing and filing IRS Form 1094-C and Forms 1095-C on behalf of the agency. The attached resolution includes all information required by the regulation.

FISCAL IMPACT

None

ACTION REQUESTED -

APPROVE THE ATTACHED RESOLUTION APPOINTING A DESIGNATED PERSON RESPONSIBLE FOR THE AFFORDABLE CARE ACT REPORTING AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution No. 9433

CITY OF OROVILLE
RESOLUTION NO. 9443

A RESOLUTION DESIGNATING AN EMPLOYEE RESPONSIBLE FOR AFFORDABLE CARE ACT REPORTING

WHEREAS, the Affordable Care Act (ACA) and applicable Treasury Regulations require applicable large employers, including governmental agencies, to designate a person responsible for preparing, furnishing, and filing IRS Forms 1094-C and 1095-C; and

WHEREAS, the City of Oroville (City) is an applicable large employer under the ACA and must comply with these reporting requirements; and

WHEREAS, it is necessary to formally designate a person responsible for furnishing and filing IRS Form 1094-C and Forms 1095-C (ACA reporting) on behalf of the City;

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

1. **Designation**: Megan Williams the Human Resource Analyst is hereby designated as the ACA Reporting Responsible Official for the City of Oroville at 1735 Montgomery St., Oroville, CA 95965 with FEIN 94-6000387. Megan Williams agrees and certifies that she is appropriately designated and acknowledge responsibility for the ACA reporting on behalf of the City of Oroville and is subject to the requirements of the ACA.

2. **Duties**: The designated official shall be responsible for:

- Preparing and filing IRS Forms 1094-C and 1095-C for all full-time employees of the City of Oroville, in compliance with ACA requirements.

- Coordinating with payroll, benefits, and human resources staff to ensure accurate data collection.

- Responding to IRS inquiries related to ACA reporting.

3. **Authority**: The designated official is authorized to take all necessary actions to fulfill ACA reporting obligations on behalf of the City of Oroville.

4. **Record Retention:** This designation shall be retained under the City's records retention policy and in a manner consistent with Internal Revenue Code section 6103.

5. **Effective Date**: This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on February 17, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Dave Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

ACKNOWLEDGED AND AGREED:

_____
Megan Williams,
Human Resource Analyst

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

February 03, 2026
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council held a Closed Session on the following:

1. Conference with Legal Counsel, the Council met with the City Attorney and City Administrator to discuss Existing Litigation (two cases) pursuant to Gov. Code § 54956.9. Name of Case 1: Martinez v. City of Oroville Case No. 25CV04231 Name of Case 2: Unspecified on basis of service of process.
2. Pursuant to Government Code section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position title: Department Heads and Contract employees

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; Direction given to staff.
2. Pledge of Allegiance – led by students from Ophir Elementary School.
3. Corrections/Changes to the Agenda – None
4. Recusals – None.
5. Adoption of Agenda

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Webber

PRESENTATIONS AND PROCLAMATIONS

1. LEVEE UPDATE FROM THE UNITED STATES ARMY CORP OF ENGINEERS

The City Council received an update from the United States Army Corp of Engineers (USACE) on a screening recently completed of the levee that runs through downtown Oroville and south along Highway 70. This update was accepted for information.

2. VERDIN MARKETING – ANNUAL UPDATE AND PERFORMANCE METRICS PRESENTATION

The City Council received a presentation from Verdin Marketing summarizing the marketing and branding work completed on behalf of the City over the past year. The presentation included performance metrics demonstrating the effectiveness of these efforts. This presentation was accepted for information.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Vice Mayor Smith: Reported that the new Applebee's and IHOP expansion has a grand opening scheduled for February 10th at 9AM. The community is invited to attend. He also announced that the kickoff meeting for the planning of Feather Fiesta Days begins tomorrow.

Council Member Thomson: Announced that historian and author Bill Fedder will be in Oroville on Sunday, February 9, 2026 at the Riverside Church at 10AM.

Mayor David Pittman: Reported his attendance at the League of California Cities Mayor and Council Member Seminar. In addition, he toured the new jail facility and did a walkthrough of it.

2. Administration Reports

Ron Belser, Code Enforcement Director: Provided a monthly statistic update for the month of January 2026. Stated his team is doing a great job and is utilizing the new Comcate software to help move cases along.

Jason Wines, Chief of Police: Reported that Citizen Connect software is up and running.

Patrick Piatt, Community Development Director: Announced Oroville has been picked to receive a downtown revitalization grant.

Tim Kaber, Public Works Director: The monthly report from PW will come at the next meeting on February 17th, 2026. Notified Council that Butte County is currently conducting traffic counts.

Kayla Reaster, Assistant City Clerk and Elections Official: Reminded Council that Form 700 forms are due April 1, 2026. Announced that the application period for the Future Leaders Program has been extended to February 16, 2026.

Brian Ring, City Administrator: Notified Council that 311 is being used with 25 reports received in the last 30 days. He also gave an update on the Federal government shutdown that occurred over the weekend. The government came to an agreement today, February 3, 2026 and will reopen.

CONSENT CALENDAR

Consent calendar **items 1, 3, 5 and 6** were adopted in one action by the Council. Items 2 and 4 were removed discussed and voted on immediately after adoption of consent calendar items.

Vote on item(s) 1, 3, 5 and 6:

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Webber

1. FORECLOSURE OF 58 LA CRESENTA DRIVE

The City Council authorized the Director of Business Assistance and Housing Development the authority to obtain title to 58 La Cresenta Drive by either initiating foreclosure proceedings or negotiating the execution of a Deed in Lieu of Foreclosure at 58 La Cresenta Drive (APN 031-086-020). This was done by adopting Resolution No. 9437.

2. PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE BROKER SERVICES

The City Council approved a Professional Services Agreement with Karen Whitlow-Martin Real Estate Services, for Real Estate Broker Services with a term through February 28, 2029. This was formalized by adopting Resolution No. 9436 and approving Agreement No. 3577 by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Webber

3. ACCEPTANCE OF $1,000 INAUGRAL GRANT FROM THE REGISTRARS COMMITTEE-WESTERN REGION (RC-WR)

The City Council accepted a $1,000 Inaugural Grant awarded to the City of Oroville museums by the Registrars Committee–Western Region (RC-WR) to support a preventive conservation project focused on the ongoing care of museum collections and exhibit areas.

4. PUBLIC ART AND BEAUTIFICATION- MURAL RESTORATION PROJECT

The City Council approved funding a project in the amount of $15,000.00 under the City's Art in Public Places / Oroville Beautification Program, as authorized by Ordinance No. 1798. The program supports both new public art and restoration of existing works. A proposal was received to restore the historic "Black Bart Stagecoach Robbery" mural located at 1910 Bird Street. The proposal was approved by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Webber

5. NORTHSTAR TASK ORDER NO. 20 – FOOTHILL BOULEVARD SURVEY AND STORM DRAIN REPLACEMENT ADDITIONAL WORK AUTHORIZATION #1 FOR PAVEMENT DESIGN

The City Council approved an Additional Work Authorization #1 (AWA #1) for Task Order No. 20 to NorthStar Engineering for the design of approximately 3,700 feet of pavement replacement. Bid support and construction administration is also included in this AWA.

6. APPROVAL OF 01.20.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the regular meeting minutes of 01.20.2026.

REGULAR BUSINESS

7. FEE WAIVER REQUEST – AUXILIARY TO THE VETERANS OF FOREIGN WARS OROVILLE POST 1747

The Council approve a fee waiver submitted by the Auxiliary to the Veterans of Foreign Wars (VFW) Oroville Post 1747 in the amount of $113.42 for a 5K special event. The event supports the mission and charitable activities of the VFW Auxiliary, which provides ongoing assistance to veterans, their families, and the community. This action was taken by the following vote:

Motioned by: Council Member Reynolds **Seconded by:** Council Member Thomson

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Webber

8. ADMISSION FEE WAIVER FOR MUSEUM EVENTS

The City Council approved the waiving of admission fees for three upcoming special events at the City of Oroville museums:

- Chinese New Year Celebration on February 21, 2026
- Museum Weekend on February 28 and March 1, 2026
- Asian American and Pacific Islander (AAPI) Celebration tentatively scheduled for April 25, 2026

This action was taken by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Webber

9. CITY FINANCIAL CONTRIBUTION TO THE OROVILLE FOUNDATION OF FLIGHT FOR A FLY IN EVENT AT CITY AIRPORT

The City Council approved a financial contribution of $5,000 to the Oroville Foundation of Flight, to be used to offset costs associated with a fly-in event at the City Airport by the following vote:

Motioned by: Council Member Thomson **Seconded by:** Council Member Goodson

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Webber

10. APPLICABLE STATE LAWS AND LOCAL REGULATIONS REGARDING THE USE OF E-SCOOTERS AND E-BIKES

The City Council received an update on California State law and local regulations regarding the use of E-Scooters and E-Bicycles. This update was accepted for information.

11. DISCUSSION OF POTENTIAL BALLOT MEASURES FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION

The City Council gave direction to staff regarding potential measures the Council would like to consider placing on the ballot for the November 3, 2026 General Municipal Election. The City Council would like staff to put the failed measures from the 2024 election on the 2026 election ballot for reconsideration.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Council Member Thomson, Seconded by Mayor Pittman and Council Member Goodson would like staff to explore ways to recognize students who participate in volunteer opportunities or excel in their academics. The purpose of this request is to help those students bolster their applications when applying for college.

2. Correspondence – None.

ADJOURN THE MEETING

The meeting was adjourned at 6:51PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **FISCAL IMPACT ANALYSIS FOR RESIDENTIAL PROJECTS**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council is asked to receive and consider a Fiscal Impact Analysis prepared by Willdan Financial Services evaluating the General Fund impacts associated with six proposed residential development projects totaling 436 dwelling units. The analysis was prepared to assist the City in evaluating a developer request for exemption from annexation into the City's Public Safety Community Facilities Districts (CFDs). The study evaluates projected revenues and service costs to the City's General Fund through project buildout and concludes that the developments would result in a modest net annual General Fund deficit at full buildout.

DISCUSSION

The City of Oroville is not considering approval of the underlying residential projects at this time. The proposed subdivisions—Ruddy Creek Phase 1, Ruddy Creek Phase 2, Calle Vista Phases 3 & 4, Linkside Phase 2, and Feather Ranch—are proceeding through their respective entitlement and development processes independent of this action.

The matter before the City Council is limited to the developer's request for an exemption from annexation into the City's Public Safety Community Facilities Districts (CFDs). As part of evaluating this request, the City sought to understand whether exempting the projects from CFD annexation would result in a material adverse fiscal impact to the City's General Fund.

To inform this evaluation, the City retained Willdan Financial Services to prepare a Fiscal Impact Analysis evaluating projected General Fund revenues and service costs associated with the development of the projects, assuming no annexation into the Public Safety CFDs. The purpose of the analysis is to provide objective financial information to assist the City Council in determining whether, and under what conditions, the exemption

request should be considered, and whether additional funding mechanisms should be pursued to address service impacts.

Scope and Methodology

Willdan reviewed the City's FY 2025–26 General Fund budget and classified revenues and expenditures using a combination of case study and multiplier-based methodologies. Key assumptions and methods included:

- Development Program:
  - 436 total residential units
  - Unit sizes ranging from approximately 1,520 to 1,638 square feet
  - Construction anticipated between 2026 and 2030
  - Average household size of 2.63 persons
- Revenue Analysis:
  - Property tax revenues calculated using actual AB 8 apportionment factors, including tax-sharing arrangements for annexed areas
  - Sales and use tax revenues estimated on a per-household basis, including Measure U public safety sales tax
  - Utility user tax, franchise fees, licenses, permits, and other revenues calculated using per-capita multipliers
- Expenditure Analysis:
  - Public safety and municipal service costs estimated using population-based multipliers
  - Overhead costs applied using a fully burdened rate derived from the City's adopted budget
  - Infrastructure maintenance costs are excluded, as it is assumed that maintenance districts will fully mitigate those costs

The analysis evaluates annual impacts in constant 2026 dollars and includes detailed cash-flow modeling through project buildout

Key Findings

At full buildout, the Projects are projected to generate approximately:

- Annual General Fund Revenues: ~$928,550
  - Sales and Use Tax: ~$634,353
  - Property Tax: ~$79,335
  - Utility User Tax, Franchise Fees, and other revenues: balance
- Annual General Fund Expenditures: ~$1,039,796
  - Police: ~$534,268
  - Fire: ~$397,040
  - Code Enforcement, Building, and other services: balance
- Net Annual Fiscal Impact:
  - ($111,245) General Fund deficit at buildout

- ($255.15) net deficit per dwelling unit

While the analysis shows a modest negative General Fund impact, staff notes that the study does not account for broader policy considerations, such as housing supply, workforce retention, economic activity generated by construction, or the City's ability to mitigate impacts through future service efficiencies or funding mechanisms.

Next Steps and Staff Recommendation

The scope of services approved by the City for Willdan Financial Services included the Fiscal Analysis and the potential formation of a CFD.

If the City Council is agreeable with the methodology, assumptions, and conclusions of the Fiscal Impact Analysis, Willdan Financial Services will proceed with Phase Two of the engagement, which would include development of a CFD structure, special tax analysis, and preparation of the required technical and procedural documents for Council consideration at a future meeting.

FISCAL IMPACT

The Fiscal Impact Analysis prepared by Willdan indicates that, at full buildout, the projects would result in a modest net annual General Fund deficit of approximately $111,245, or approximately $255 per dwelling unit. While the analysis identifies a negative fiscal impact, staff notes that the magnitude of the impact is relatively limited and provides a useful baseline for evaluating potential mitigation strategies.

ACTION REQUESTED -

- Receive and file the Fiscal Impact Analysis prepared by Willdan Financial Services for the Ruddy Creek, Calle Vista, Linkside Phase 2, and Feather Ranch residential projects.
- Provide direction for Willdan Financial Services to proceed to Phase Two and begin the formation of a Community Facilities District for the developer's infrastructure costs.

ATTACHMENTS

Fiscal Impact Analysis – City of Oroville Residential Projects (Willdan Financial Services)

City of Oroville

Ruddy Creek Phases 1 & 2, Calle Vista Phases 3 & 4, Linkside Phase 2, and Feather Ranch

Fiscal Impact Analysis

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



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EXHIBIT A – CITY OF OROVILLE FISCAL IMPACT ANALYSIS

I. Introduction

The City of Oroville (the "City") is considering the approval of several new residential projects, including Ruddy Creek Phase 1, Ruddy Creek Phase 2, Calle Vista Phases 3 & 4, Linkside Phase 2 and Feather Ranch (the "Projects"). Premier Enterprise (the "Developer") has requested an exemption from the requirement to annex to the City's Public Safety CFDs. The City is generally amenable to this request, but they also want to know what if any negative fiscal impacts will result from development of the Projects before allowing the exemption. The analysis presented in this report has been prepared to determine the fiscal impacts to the City's General Fund that would result from the development of the Projects, specifically addressing the annual revenues and service cost impacts that the Projects will have on the General Fund of the City through 2040 and the net fiscal impact of the Projects on the City.

This Fiscal Impact Analysis does not include cost estimates for infrastructure maintenance, as it is assumed that the City's maintenance districts will be implemented to fully mitigate the service costs related to each of the Projects.

II. Development Assumptions

The Projects will be comprised of exclusively residential uses. As detailed in Table 1 below, it is anticipated that the Projects will include 436 new residential units over the five projects, ranging from 1,520 to 1,638 square feet.

Construction is scheduled to start in 2026 and be completed by 2030. The scopes and timing of development of the balance of the project are conceptual at this time. It is anticipated that there will be a one-year lag between the date that each development reaches full absorption and the date that the assessed value is reflected on the tax roll.

Table 1 – City of Oroville Projects for Fiscal Impact Analysis

Project Name/Plan	Sq. Ft.	No. Units	Est. Sales Price
Ruddy Creek Phase 1			
Plan 1	1,520	27	$380,000
Plan 2	1,605	70	$380,000
Ruddy Creek Phase 2			
Plan 1	1,520	26	$380,000
Plan 2	1,605	32	$380,000
Calle Vista Phases 3 & 4			
Plan 1	1,545	22	$380,000
Plan 2	1,638	33	$380,000
Linkside Phase 2			
Plan 1	1,600	56	$480,000
Feather Ranch			
Plan 1	1,600	170	$480,000
Total Units		**436**	

The development plan was also used to estimate the number of new residents that will be added to the population of the City as a result of the project's development. These estimates are contained in the fiscal impact cash flow models attached to this report.

III. Methodology

The Fiscal Year 2025-26 general fund budget for the City was reviewed in detail to determine which items would be affected by the Project and which should be excluded from the analysis.

The revenues and expenditures to be analyzed were classified as overhead, case study or multiplier items.

- Overhead items were compared with non-overhead items to determine a percentage basis for estimating the overhead costs associated with direct expenditures to the project. This percentage is applied to each multiplier.
- Case study items are analyzed on an individual basis in the financial model and are not subject to the multiplier methodology. The results of these case study analyses are shown in detail in the fiscal impact cash flow worksheets attached to this report.
- Multiplier-based items are assigned a population basis depending on whether they tend to accrue to residents, employees or residents and employees (also referred to as "persons served"). The persons-served population is estimated using the resident population plus 50% of the employee population.
- Multiplier-based items associated with the three population bases were summed up and divided by the City's population basis to generate an appropriate multiplier. Then each multiplier was applied to the estimated future growth of that population base to estimate future impacts associated with those items, using the appropriate basis.

Property Tax Revenues

The property tax revenues resulting from development of the Projects were estimated using a case study methodology.

After consulting with the Butte County Auditor's department, it was determined that the City receives approximately 1.31% of the General Property Tax proportion (1%). An additional 0.63% equivalent estimated proportion is provided in Property Tax In-Lieu of Vehicle License Fees.

The Projects were divided into two areas: annexed areas and non-annexed areas. The annexed areas were subject to a tax-sharing agreement. The Master Tax Sharing Agreement for annexed areas shows 42% of the County Share retained by the County and the remaining 58% going to the City. This results in an estimated apportionment factor of 8.45% for the annexed areas.

Unsecured Property is estimated to be equal to one percent (1%) of secured assessed value for residential property. Unsecured Property is taxed in the same manner as Secured Property, for fiscal purposes.

At buildout, the Projects are expected to generate approximately $79,355 in property tax revenues in 2026 dollars.

Sales and Use Tax Revenues

Since there are no non-residential uses planned in the Projects, new Sales and Use Tax revenues were estimated using an indirect method, as opposed to the direct method that would be used for retail property.

Oroville collects the general sales tax rate of one percent (1%) from the State of California, and it also has a Measure U public safety sales tax rate of (1%) that is collected in the same manner.

There are different methods of estimating indirect taxable sales generation, depending on the nature of a City. Since Oroville is relatively isolated where Highway 152 and Highway 70 meet, indirect sales can be estimated on a per household basis. With the increase in online retail sales, which are captured by the Use Tax, most cities in isolated areas like Oroville have a good sales tax capture rate. The sales tax revenues were attributed to existing units on a per-household basis, with 14% of the housing units assumed to be vacant. Some sales will come from people who live outside of the City, but this proportion is expected to be relatively small, and the number of visitors is expected to increase more or less proportionately with the number of housing units.

Using this methodology, the Projects are expected to generate about $634,353 per year in Sales and Use Tax revenues (including Measure U) in 2026 dollars.

Multiplier Revenues

The remaining eligible revenues were analyzed using a multiplier method. The multiplier method takes the budgeted amount for a specific revenue source and divides it by the appropriate basis for the revenue, which is number of residents, number of employees, or persons served (which is represented by residents plus 0.5 times employees).

The multiplier revenues are shown in Table 2 below.

Table 2 – City General Fund Revenues

City of Oroville General Fund Revenues
Fiscal Year 2025-26 Proposed Budget

Revenue Category	Budgeted Amount	Analysis Classification	Qualified Revenues	Multiplier
Sales and Use Tax	$5,320,150	Case Study	$0	
District Sales and Use Tax (Measure U)	$6,582,000	Case Study	$0	
Property Tax	$4,629,800	Case Study	$0	
Utility User Tax	$2,922,285	Per Person Served	$2,922,285	$114.01
Franchise Fees	$1,209,800	Per Person Served	$1,209,800	$47.20
Transient Occupancy Tax	$788,200	Excluded	$0	
Other Taxes	$54,500	Per Person Served	$54,500	$2.13
Licenses	$80,000	Per Person Served	$80,000	$3.12
Permits	$508,500	Per Person Served	$508,500	$19.84
Fines and Forfeitures	$27,800	Per Person Served	$27,800	$1.08
Interest, Rents and Concessions	$1,953,833	Excluded	$0	
Intergovernmental Revenues	$374,604	Excluded	$0	
Charges for Services	$517,300	Excluded	$0	
Other Revenues	$1,198,141	Excluded	$0	
Operating Transfers In	$1,092,812	Excluded	$0	
Total	**$27,259,725**		**$4,802,885**	

Multiplier Basis	Qty.
Residents	19,653
Employees	11,958
Persons Served	25,632

Multiplier Expenditures

All City Expenditures were analyzed using a multiplier method. The multiplier method takes the budgeted amount for a specific revenue source and divides it by the appropriate basis for the expenditure, which is number of residents, number of employees, or persons served (which is represented by residents plus 0.5 times employees).

For Expenditures, we also classify some as Overhead Expenditures. The Overhead Expenditures are compared with the overall operating budget to determine an overhead rate. That rate is then applied to the Expenditure multiplier to get a fully-burdened rate.

The multiplier expenditures are shown in Table 3 below.

Table 3 – City General Fund Expenditures

City of Oroville General Fund Expenditures
Fiscal Year 2025-26 Proposed Budget

Department	Budgeted Amount	Analysis Classification	Qualified Expenditures	Overhead	Adjustment	Net Expenditures	Multiplier (No Overhead)	Multiplier (With Overhead)
City Administrator	$340,807	Overhead	$0	$340,807	$0	$340,807		
City Attorney	$460,200	Overhead	$0	$460,200	$0	$460,200		
City Hall	$193,574	Excluded	$0	$0	$0	$0		
Finance	$1,301,352	Overhead	$0	$1,301,352	$0	$1,301,352		
City Clerk	$202,252	Overhead	$0	$202,252	$0	$202,252		
Human Resources	$379,462	Overhead	$0	$379,462	$0	$379,462		
Information Technology	$616,464	Overhead	$0	$616,464	$0	$616,464		
Risk Management	$846,200	Overhead	$0	$846,200	$0	$846,200		
Mayor, City Council, Treasurer	$228,235	Overhead	$0	$228,235	$0	$228,235		
Planning	$818,910	Excluded	$0	$0	$0	$0		
Building	$980,285	Per person served	$980,285	$0	($517,300)	$462,985	$18.06	$22.59
Code Enforcement	$1,337,370	Per person served	$1,337,370	$0	$0	$1,337,370	$52.18	$65.26
Fire	$7,095,589	Per person served	$7,095,589	$0	$0	$7,095,589	$276.83	$346.25
Police	$9,548,008	Per person served	$9,548,008	$0	$0	$9,548,008	$372.50	$465.93
Administration	$744,517	Overhead	$0	$744,517	$0	$744,517		
Parks and Trees	$1,239,479	Per person served	$1,239,479	$0	($1,239,479)	$0	$0.00	$0.00
Museums	$138,452	Per person served	$138,452	$0	$0	$138,452	$5.40	$6.76
Streets and Drainage	$1,826,803	Per person served	$1,826,803	$0	($1,826,803)	$0	$0.00	$0.00
Vehicle Maintenance	$439,647	Overhead	$0	$439,647	$0	$439,647		
General Government	$130,000	Excluded	$0	$0	$0	$0		
Total	**$28,867,606**		**$22,165,986**	**$5,559,136**	**($3,583,582)**	**$24,141,540**		

Multiplier Basis	Qty.
Residents	19,653
Employees	11,958
Persons Served	25,632

Overhead Percentage:
25.1%

IV. Conclusions

The net annual fiscal impact to the City's General Fund is summarized in Table 4 below. As shown the net fiscal impact is a negative quantity. Please note that all figures are expressed in 2026 dollars. The totals in the table below may not sum due to rounding.

Table 4 – Net Fiscal Impact Summary

Budget Line Item	Buildout Impact
Revenues	
Sales and Use Tax	$634,353
Property Tax	$79,335
Utility User Tax	$130,732
Franchise Fees	$54,122
Other Taxes	$2,438
Licenses	$3,579
Permits	$22,748
Fines and Forfeitures	$1,244
Total	**$928,550**
Expenditures	
Building	$25,907
Code Enforcement	$74,834
Fire	$397,040
Police	$534,268
Museums	$7,747
Total	**$1,039,796**
Net Fiscal Impact	**($111,245)**
Net Fiscal Impact per Unit	**($255.15)**

EXHIBIT A

City of Oroville Fiscal Impact Analysis

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029
Description	**One-Time Amount**	**Annual Amounts →**			
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	27.00	0.00
Annual plan 2 units		0.00	0.00	70.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	13.00	13.00
Annual plan 2 units		0.00	0.00	16.00	16.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	11.00	11.00
Annual plan 2 units		0.00	0.00	16.50	16.50
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	28.00	28.00	0.00

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029
Feather Ranch					
Base sales price	$480,000				
Units (1,600 sq. ft.)	170				
Construction start	2028				
Buildout period	2				
Annual units		0.00	0.00	0.00	85.00

New Residential Construction Summary

Plan	Value	Cumulative Absorption			
Ruddy Creek Phase 1 Plan 1	$380,000	0	0	27	27
Ruddy Creek Phase 1 Plan 2	$380,000	0	0	70	70
Ruddy Creek Phase 2 Plan 1	$380,000	0	0	13	26
Ruddy Creek Phase 2 Plan 2	$380,000	0	0	16	32
Calle Vista 3/4 Plan 1	$380,000	0	0	11	22
Calle Vista 3/4 Plan 2	$380,000	0	0	16	33
Linkside Phase 2	$480,000	0	28	56	56
Feather Ranch	$480,000	0	0	0	85
Total Units		0	28	209	351
Ruddy Creek New Secured Assessed Value		$0	$0	$47,880,000	$58,900,000
Other Projects New Secured Assessed Value		$0	$13,440,000	$37,140,000	$88,580,000
Cumulative New Secured Assessed Value from Residential Construction		$0	$13,440,000	$85,020,000	$147,480,000
Estimated Persons per Household					
Oroville average PPH	2.63				
Cumulative New Population from Residential Construction		0	74	550	923

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029
Property Taxes					
Est. AB 8 Apportionment Factor (tax sharing)	0.0845%				
Est. AB 8 Apportionment Factor (no tax sharing)	0.0131%				
Est. PTILVLF Apportionment Factor	0.0063%				
FY 2025-26 Secured Property Tax Revenue Est.	$3,680,179				
FY 2025-26 Est. Property tax in-lieu of VLF revenues	$1,785,456				
Unsecured AV as percentage of secured	1%				
Cumulative new secured AV (tax sharing)		$0	$0	$47,880,000	$58,900,000
Cumulative new unsecured AV (tax sharing)		$0	$0	$478,800	$589,000
Total new secured AV (tax sharing)		$0	$0	$48,358,800	$59,489,000
Cumulative new secured AV (no tax sharing)		$0	$13,440,000	$37,140,000	$88,580,000
Cumulative new unsecured AV (no tax sharing)		$0	$134,400	$371,400	$885,800
Total new secured AV (no tax sharing)		$0	$13,574,400	$37,511,400	$89,465,800
Cumulative new secured property taxes		$0	$1,758	$45,337	$61,382
Cumulative new unsecured property taxes		$0	$18	$453	$614
Cumulative new PTILVLF		$0	$853	$5,395	$9,359
Cumulative new property taxes		$0	$2,629	$51,185	$71,355
Sales and Use Taxes					
General sales and use tax rate	1%				
Measure U public safety sales tax	1%				
Total sales and use tax percentage	2%				
Sales and use tax revenues	$11,902,150				
Households in Oroville	7,036				
Sales and use tax per household	$1,691.61				
Oroville average res. vacancy rate	14%				
Net new household estimate		0	24	180	302
New sales and use tax		$0	$40,599	$304,489	$510,865

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029
Cumulative Net New Revenues	Multiplier				
Sales and Use Tax	Case Study	$0	$40,599	$304,489	$510,865
Property Tax	Case Study	$0	$2,629	$51,185	$71,355
Utility User Tax	$114.01	$0	$8,396	$62,667	$105,245
Franchise Fees	$47.20	$0	$3,476	$25,944	$43,571
Other Taxes	$2.13	$0	$157	$1,169	$1,963
Licenses	$3.12	$0	$230	$1,716	$2,881
Permits	$19.84	$0	$1,461	$10,905	$18,313
Fines and Forfeitures	$1.08	$0	$80	$596	$1,001
Total Net New Revenues		$0	$57,026	$458,671	$755,195
Cumulative Net New Expenditures	Multiplier				
Building	$22.59	$0	$1,664	$12,419	$20,856
Code Enforcement	$65.26	$0	$4,806	$35,872	$60,245
Fire	$346.25	$0	$25,498	$190,324	$319,636
Police	$465.93	$0	$34,311	$256,105	$430,110
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$0	$498	$3,714	$6,237
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$0	$66,776	$498,434	$837,083
Net Fiscal Impacts		$0.00	($9,750.18)	($39,763.12)	($81,888.24)
Net Fiscal Impact per Unit		NA	($348.22)	($190.25)	($233.30)
Minimum annual fiscal impact (2026$)	**($111,245.34)**				

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Description	**One-Time Amount**				
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Feather Ranch					
Base sales price	$480,000				
Units (1,600 sq. ft.)	170				
Construction start	2028				
Buildout period	2				
Annual units		85.00	0.00	0.00	0.00
New Residential Construction Summary					
Plan	Value				
Ruddy Creek Phase 1 Plan 1	$380,000	27	27	27	27
Ruddy Creek Phase 1 Plan 2	$380,000	70	70	70	70
Ruddy Creek Phase 2 Plan 1	$380,000	26	26	26	26
Ruddy Creek Phase 2 Plan 2	$380,000	32	32	32	32
Calle Vista 3/4 Plan 1	$380,000	22	22	22	22
Calle Vista 3/4 Plan 2	$380,000	33	33	33	33
Linkside Phase 2	$480,000	56	56	56	56
Feather Ranch	$480,000	170	170	170	170
Total Units		436	436	436	436
Ruddy Creek New Secured Assessed Value		$58,900,000	$58,900,000	$58,900,000	$58,900,000
Other Projects New Secured Assessed Value		$129,380,000	$129,380,000	$129,380,000	$129,380,000
Cumulative New Secured Assessed Value from Residential Construction		$188,280,000	$188,280,000	$188,280,000	$188,280,000
Estimated Persons per Household					
Oroville average PPH	2.63				
Cumulative New Population from Residential Construction		1,147	1,147	1,147	1,147

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Property Taxes					
Est. AB 8 Apportionment Factor (tax sharing)	0.0845%				
Est. AB 8 Apportionment Factor (no tax sharing)	0.0131%				
Est. PTILVLF Apportionment Factor	0.0063%				
FY 2025-26 Secured Property Tax Revenue Est.	$3,680,179				
FY 2025-26 Est. Property tax in-lieu of VLF revenues	$1,785,456				
Unsecured AV as percentage of secured	1%				
Cumulative new secured AV (tax sharing)		$58,900,000	$58,900,000	$58,900,000	$58,900,000
Cumulative new unsecured AV (tax sharing)		$589,000	$589,000	$589,000	$589,000
Total new secured AV (tax sharing)		$59,489,000	$59,489,000	$59,489,000	$59,489,000
Cumulative new secured AV (no tax sharing)		$129,380,000	$129,380,000	$129,380,000	$129,380,000
Cumulative new unsecured AV (no tax sharing)		$1,293,800	$1,293,800	$1,293,800	$1,293,800
Total new secured AV (no tax sharing)		$130,673,800	$130,673,800	$130,673,800	$130,673,800
Cumulative new secured property taxes		$66,719	$66,719	$66,719	$66,719
Cumulative new unsecured property taxes		$667	$667	$667	$667
Cumulative new PTILVLF		$11,948	$11,948	$11,948	$11,948
Cumulative new property taxes		$79,335	$79,335	$79,335	$79,335
Sales and Use Taxes					
General sales and use tax rate	1%				
Measure U public safety sales tax	1%				
Total sales and use tax percentage	2%				
Sales and use tax revenues	$11,902,150				
Households in Oroville	7,036				
Sales and use tax per household	$1,691.61				
Oroville average res. vacancy rate	14%				
Net new household estimate		375	375	375	375
New sales and use tax		$634,353	$634,353	$634,353	$634,353

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Cumulative Net New Revenues	Multiplier				
Sales and Use Tax	Case Study	$634,353	$634,353	$634,353	$634,353
Property Tax	Case Study	$79,335	$79,335	$79,335	$79,335
Utility User Tax	$114.01	$130,732	$130,732	$130,732	$130,732
Franchise Fees	$47.20	$54,122	$54,122	$54,122	$54,122
Other Taxes	$2.13	$2,438	$2,438	$2,438	$2,438
Licenses	$3.12	$3,579	$3,579	$3,579	$3,579
Permits	$19.84	$22,748	$22,748	$22,748	$22,748
Fines and Forfeitures	$1.08	$1,244	$1,244	$1,244	$1,244
Total Net New Revenues		$928,550	$928,550	$928,550	$928,550
Cumulative Net New Expenditures	Multiplier				
Building	$22.59	$25,907	$25,907	$25,907	$25,907
Code Enforcement	$65.26	$74,834	$74,834	$74,834	$74,834
Fire	$346.25	$397,040	$397,040	$397,040	$397,040
Police	$465.93	$534,268	$534,268	$534,268	$534,268
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$7,747	$7,747	$7,747	$7,747
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$1,039,796	$1,039,796	$1,039,796	$1,039,796
Net Fiscal Impacts		($111,245.34)	($111,245.34)	($111,245.34)	($111,245.34)
Net Fiscal Impact per Unit		($255.15)	($255.15)	($255.15)	($255.15)
Minimum annual fiscal impact (2026$)	**($111,245.34)**				

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Description	**One-Time Amount**				
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Feather Ranch					
Base sales price	$480,000				
Units (1,600 sq. ft.)	170				
Construction start	2028				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00
New Residential Construction Summary					
Plan	Value				
Ruddy Creek Phase 1 Plan 1	$380,000	27	27	27	27
Ruddy Creek Phase 1 Plan 2	$380,000	70	70	70	70
Ruddy Creek Phase 2 Plan 1	$380,000	26	26	26	26
Ruddy Creek Phase 2 Plan 2	$380,000	32	32	32	32
Calle Vista 3/4 Plan 1	$380,000	22	22	22	22
Calle Vista 3/4 Plan 2	$380,000	33	33	33	33
Linkside Phase 2	$480,000	56	56	56	56
Feather Ranch	$480,000	170	170	170	170
Total Units		436	436	436	436
Ruddy Creek New Secured Assessed Value		$58,900,000	$58,900,000	$58,900,000	$58,900,000
Other Projects New Secured Assessed Value		$129,380,000	$129,380,000	$129,380,000	$129,380,000
Cumulative New Secured Assessed Value from Residential Construction		$188,280,000	$188,280,000	$188,280,000	$188,280,000
Estimated Persons per Household					
Oroville average PPH	2.63				
Cumulative New Population from Residential Construction		1,147	1,147	1,147	1,147

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Property Taxes					
Est. AB 8 Apportionment Factor (tax sharing)	0.0845%				
Est. AB 8 Apportionment Factor (no tax sharing)	0.0131%				
Est. PTILVLF Apportionment Factor	0.0063%				
FY 2025-26 Secured Property Tax Revenue Est.	$3,680,179				
FY 2025-26 Est. Property tax in-lieu of VLF revenues	$1,785,456				
Unsecured AV as percentage of secured	1%				
Cumulative new secured AV (tax sharing)		$58,900,000	$58,900,000	$58,900,000	$58,900,000
Cumulative new unsecured AV (tax sharing)		$589,000	$589,000	$589,000	$589,000
Total new secured AV (tax sharing)		$59,489,000	$59,489,000	$59,489,000	$59,489,000
Cumulative new secured AV (no tax sharing)		$129,380,000	$129,380,000	$129,380,000	$129,380,000
Cumulative new unsecured AV (no tax sharing)		$1,293,800	$1,293,800	$1,293,800	$1,293,800
Total new secured AV (no tax sharing)		$130,673,800	$130,673,800	$130,673,800	$130,673,800
Cumulative new secured property taxes		$66,719	$66,719	$66,719	$66,719
Cumulative new unsecured property taxes		$667	$667	$667	$667
Cumulative new PTILVLF		$11,948	$11,948	$11,948	$11,948
Cumulative new property taxes		$79,335	$79,335	$79,335	$79,335
Sales and Use Taxes					
General sales and use tax rate	1%				
Measure U public safety sales tax	1%				
Total sales and use tax percentage	2%				
Sales and use tax revenues	$11,902,150				
Households in Oroville	7,036				
Sales and use tax per household	$1,691.61				
Oroville average res. vacancy rate	14%				
Net new household estimate		375	375	375	375
New sales and use tax		$634,353	$634,353	$634,353	$634,353

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Cumulative Net New Revenues	Multiplier				
Sales and Use Tax	Case Study	$634,353	$634,353	$634,353	$634,353
Property Tax	Case Study	$79,335	$79,335	$79,335	$79,335
Utility User Tax	$114.01	$130,732	$130,732	$130,732	$130,732
Franchise Fees	$47.20	$54,122	$54,122	$54,122	$54,122
Other Taxes	$2.13	$2,438	$2,438	$2,438	$2,438
Licenses	$3.12	$3,579	$3,579	$3,579	$3,579
Permits	$19.84	$22,748	$22,748	$22,748	$22,748
Fines and Forfeitures	$1.08	$1,244	$1,244	$1,244	$1,244
Total Net New Revenues		$928,550	$928,550	$928,550	$928,550
Cumulative Net New Expenditures	Multiplier				
Building	$22.59	$25,907	$25,907	$25,907	$25,907
Code Enforcement	$65.26	$74,834	$74,834	$74,834	$74,834
Fire	$346.25	$397,040	$397,040	$397,040	$397,040
Police	$465.93	$534,268	$534,268	$534,268	$534,268
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$7,747	$7,747	$7,747	$7,747
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$1,039,796	$1,039,796	$1,039,796	$1,039,796
Net Fiscal Impacts		($111,245.34)	($111,245.34)	($111,245.34)	($111,245.34)
Net Fiscal Impact per Unit		($255.15)	($255.15)	($255.15)	($255.15)
Minimum annual fiscal impact (2026$)	**($111,245.34)**				

Fiscal Year		2037-2038	2038-2039	2039-2040	2040-2041
Description	**One-Time Amount**				
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$380,000				
Plan 2 base sales price	$380,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00

Fiscal Year		2037-2038	2038-2039	2039-2040	2040-2041
Feather Ranch					
Base sales price	$480,000				
Units (1,600 sq. ft.)	170				
Construction start	2028				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00
New Residential Construction Summary					
Plan	Value				
Ruddy Creek Phase 1 Plan 1	$380,000	27	27	27	27
Ruddy Creek Phase 1 Plan 2	$380,000	70	70	70	70
Ruddy Creek Phase 2 Plan 1	$380,000	26	26	26	26
Ruddy Creek Phase 2 Plan 2	$380,000	32	32	32	32
Calle Vista 3/4 Plan 1	$380,000	22	22	22	22
Calle Vista 3/4 Plan 2	$380,000	33	33	33	33
Linkside Phase 2	$480,000	56	56	56	56
Feather Ranch	$480,000	170	170	170	170
Total Units		436	436	436	436
Ruddy Creek New Secured Assessed Value		$58,900,000	$58,900,000	$58,900,000	$58,900,000
Other Projects New Secured Assessed Value		$129,380,000	$129,380,000	$129,380,000	$129,380,000
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Cumulative Net New Revenues	Multiplier				
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Police	$465.93	$534,268	$534,268	$534,268	$534,268
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$7,747	$7,747	$7,747	$7,747
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$1,039,796	$1,039,796	$1,039,796	$1,039,796
Net Fiscal Impacts		($111,245.34)	($111,245.34)	($111,245.34)	($111,245.34)
Net Fiscal Impact per Unit		($255.15)	($255.15)	($255.15)	($255.15)
Minimum annual fiscal impact (2026$)	**($111,245.34)**				

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

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

DATE: **FEBRUARY 17, 2026**

SUMMARY

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

DISCUSSION

At the request of Council Member Johnstone and Council Member Webber, at the December 16, 2025 Council meeting, the Council reviewed adding new language to the Elected Officials Guiding Principles handbook or to the Municipal Code regarding elected officials' transparency and accountability.

Staff were given direction to make a number of edits to the proposed language and bring the item back for further discussion.

FISCAL IMPACT

None.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

Revised language regarding transparency and accountability for elected officials.

SECTION 1: FULL TRANSPARENCY IN ACTION STANDARDS

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

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

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

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

SECTION 2: CONTRACT NEGOTIATIONS & COUNCIL AUTHORITY

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

SECTION 3: CONFLICT OF INTEREST & RECUSAL PROTOCOL

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

SECTION 4: STAFF PROTECTION & WHISTLEBLOWER SAFEGUARDS

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

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

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

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

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

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

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

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

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

SECTION 6: EXEMPTIONS

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **REQUEST FOR $600 CONTRIBUTION TO SUPPORT THE WHITE LION DANCERS FOR THE UPCOMING CHINESE NEW YEAR CELEBRATION**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider contributing six hundred dollars to support the White Lion Dancers for the upcoming Chinese New Year Celebration.

DISCUSSION

The Chinese New Year is an important annual cultural celebration held at the Oroville Chinese Temple. This year's event will take place on Saturday, February 21, 2026, and will once again feature the White Lion Dance, a central and highly anticipated performance that brings energy, cultural enrichment, and authenticity to the celebration. The Lion Dancers are a major draw for visitors and an expected part of the festivities, attracting both local residents and visitors, and strengthening cultural connections and inclusivity.

Securing the White Lion Dancers enhances the overall experience but requires a financial contribution. The Oroville Docents Association has committed to covering one half of the total booking cost, and a contribution of $600 is being requested from the City of Oroville to support the remaining expenses.

This family-friendly event aligns with the City's mission to foster community engagement, enhance cultural awareness, and celebrate diversity. The White Lion Dance plays a key role in the success of this annual celebration and continues to draw a broad audience, including families, students, and community organizations.

FISCAL IMPACT

The contributions would come from the Community Enhancement budget unit.

ACTION REQUESTED –

APPROVE A $600.00 CONTRIBUTION FROM THE COMMUNITY ENHANCEMENT BUDGET UNIT TO SUPPORT THE HIRING OF THE WHITE LION DANCERS FOR THE CHINESE NEW YEAR CELEBRATION.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **ADDITIONAL ROAD FUNDING FOR FISCAL YEAR 2025/26**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider appropriating up to $200,000 in additional funding for road projects in Fiscal year 2025/26.

DISCUSSION

At the request of Council Member Webber, Mayor Pittman and Council Member Johnstone, the Council will consider appropriating additional funding to Public Works for additional road projects this spring. Funds would need to be pulled from contingencies, which ultimately would lower the fund balance.

The contingency account was developed to appropriate funding for unanticipated items that come up through the fiscal year that were not included in the adopted budget. If these funds are not expended, they remain in fund balance for the next fiscal year. With costs rising and revenues remaining flat, any remaining funds will assist in balancing the Fiscal Year 2026/27 budget.

$500,000 was included in this fiscal year, with $101,560 being expended thus far.

FISCAL IMPACT

Up to $200,000 from fund balance.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

Project list of potential uses of additional appropriations.

Proposed Road Work – March through June

$139,500 for Mastic:

- Oro Dam Blvd East from Acacia Ave to Pine Oaks Rd
- Mitchell Ave from Bridge Street to Washington Ave
- Table Mountain Blvd from Grand Ave to the river
- Feather River Blvd from Oro Dam Blvd to Cal oak Rd
- Various areas on Canyon Highlands, Oro Bangor Hwy, and Valley View Dr

$60,000 for Grind and Repair:

- Foothill Blvd
- Highlands Blvd
- Myers St south of Oro Dam Blvd
- Brookdale Dr
- Nelson Ave at 3rd St
- Sections of Oro Quincy Hwy

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **GRANT WRITING FUNDING FOR FISCAL YEAR 2025/26**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider appropriating up to $50,000 in funding for grant writing activity in Fiscal Year 2025/26.

DISCUSSION

At the request of Council Member Webber, Mayor Pittman and Council Member Johnstone, the Council will consider appropriating up to $50,000 for grant writing activity in the remainder of Fiscal Year 2025/26. Funds would need to be pulled from contingencies, which ultimately would lower the fund balance.

The contingency account was developed to appropriate funding for unanticipated items that come up through the fiscal year that were not included in the adopted budget. If these funds are not expended, they remain in fund balance for the next fiscal year. With costs rising and revenues remaining flat, any remaining funds will assist in balancing the Fiscal Year 2026/27 budget.

$500,000 was included in this fiscal year, with $101,560 being expended thus far.

FISCAL IMPACT

Up to $50,000 from fund balance.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT WITH AMY BERGSTRAND FOR POSITION OF DIRECTOR – BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

DATE: **FEBRUARY 17, 2026**

SUMMARY

The City Council shall consider entering into a new employment contract with Amy Bergstrand for the position of Director – Business Assistance and Housing Development, with an annual salary of $175,100.

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. Mrs. Bergstrand's current contract expires on March 15, 2026.

The Government Code requires that all contracts for employment, including amendments, be approved at a regularly scheduled Council Meeting. This new agreement with Mrs. Bergstrand calls for the following adjustments in comparison to her existing expiring contract:

- A salary advancement to Step H on the Department Head salary schedule, with an annual salary of $175,100, with an effective date of March 16, 2026.
- Advancement of vacation accrual from twenty-two (22) working days per year, to twenty-three (23) working days per year, with an effective date of March 16, 2026.

Staff have prepared an employment contract with Mrs. Bergstrand with an annual salary of $175,100 (Step H of the Department Heads salary schedule), for a term of three years, from March 16, 2026 through March 15, 2029.

FISCAL IMPACT

There are sufficient appropriations in the Fiscal Year 2025-26 budget.

ACTION(S) REQUESTED -

1. **APPROVE EMPLOYMENT AGREEMENT NO. 3407-4; AND**

2. **ADOPT RESOLUTION NO. 9442 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND.**

ATTACHMENTS:

Employment Agreement No. 3407-4
Resolution No. 9442

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 March 16, 2026. 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 March 16, 2026, and shall continue until March 16, 2029. On or before September 16, 2028, 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 exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in 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 position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to continue to pay Bergstrand at Step H of the department head salary schedule, an annual base salary of $175,100, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

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 forty (40) hours of 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 eight (8) hours 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 maximum rate of one hundred eighty-four (184) hours of vacation per year.

Beginning June 4, 2026, 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, 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, and dental, 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, and dental insurance and it becomes exhausted, Bergstrand shall have the option of continuing medical, and dental 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 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 February 17, 2026

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 Assistance and Housing Development

APPROVED AS TO FORM:

David Ritchie, Assistant City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9442

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

(Amended Agreement No. 3407-4)

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

1. The Mayor is hereby authorized and directed to execute employment agreement between the City of Oroville and Amy Bergstrand. 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 February 17, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Brian Ring, City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **CHRIS TENNS, FIRE CHIEF**

RE: **INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 8.26 TO TITLE 8 – TRIANNUAL FIRE-LIFE-SAFETY INSPECTION PROGRAM FOR BUSINESS (B) OCCUPANCIES**

DATE: **FEBURARY 17, 2026**

SUMMARY

The City Council shall consider introducing an ordinance adding Chapter 8.26 to Title 8 of the Oroville Municipal Code to establish a Triannual Fire-Life-Safety Inspection Program for Business (B) occupancies. The program is intended to support safe businesses for residents and visitors, strengthen community outreach, and ensure compliance with Title 19 of the California Code of Regulations and California Fire Code.

DISCUSSION

The proposed ordinance establishes a structured, recurring inspection program for Business (B) occupancies that are open to the public and subject to Fire-Life-Safety requirements under Title 19 of California Code of Regulations and the California Fire Code. These state regulations set minimum standards for fire preventions, emergency access, and life safety. Implementing triannual inspections provides a consistent mechanism to verify compliance, identify hazards, and correct unsafe conditions before they pose risks to residents, visitors, or employees.

In addition to improving safety, the inspection program enhances community outreach and public education. Routine, non-emergency visits create opportunities for firefighters to engage directly with business owners and operators, share Fire-Life-Safety information, and answer questions. These interactions help firefighters become more familiar with commercial areas, building layouts, and potential hazards, which contributes to more effective emergency response. The program supports safer business environments, strengthens relationships between the Fire Department and the business community, and supports a proactive approach to Fire-Life-Safety throughout the City.

FISCAL IMPACT

None.

ACTION(S) REQUESTED -

1. **OPEN PUBLIC HEARING ON PROPOSED ORDINANCE AND WAIVE THE FIRST READING OF THE ORDINANCE INTRODUCING THE ORDINANACE BY TITLE ONLY; AND**
2. **DIRECT STAFF TO BRING BACK FOR ADOPTION AT THE MARCH 3, 2026 CITY COUNCIL MEEITNG.**

ATTACHMENTS

Draft Ordinance

CITY OF OROVILLE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER 8.26 TO TITLE 8 OF THE OROVILLE MUNICIPAL CODE ESTABLISHING TRIANNUAL TITLE 19 FIRE-LIFE-SAFETY INSPECTIONS FOR BUSINESS (B) OCCUPANCIES

SECTION 1. PURPOSE AND INTENT

The City Council of the City of Oroville finds and declares:

A. The City is responsible for enforcing the California Fire Code, California Building Code, and Title 19 of the California Code of Regulations.

B. Business (B) occupancies comprise a significant portion of the commercial buildings within the City and present specific fire-life-safety concerns affecting occupants and emergency responders.

C. Regular inspections are essential for identifying and correcting unsafe conditions and ensuring compliance with fire-life-safety regulations.

D. The City Council therefore adopts a triannual inspection program applicable to all Business (B) occupancies within the City.

SECTION 2. Chapter 8.26 Added to Title 8 of the Oroville Municipal Code

Chapter 8.26 is hereby added to Title 8 of the Oroville Municipal Code to read as follows:

DRAFT

****CHAPTER 8.26**

BUSINESS (B) OCCUPANCY FIRE-LIFE-SAFETY INSPECTION PROGRAM**

8.26.010 – Purpose

The purpose of this Chapter is to establish a comprehensive program for the regular inspection of Business (B) occupancies to ensure compliance with Title 19 of the California Code of Regulations, the California Fire Code, and applicable local standards.

8.26.020 – Definitions

For the purposes of this Chapter:

A. “Business (B) Occupancy” means any occupancy classified as Group B under the California Building Code and California Fire Code.

B. “Fire Code Official” means the Fire Chief of the City of Oroville or the Chief’s authorized designee.

C. “Inspection” means a fire-life-safety inspection conducted pursuant to Title 19, the California Fire Code, this Chapter, and any adopted local amendments.

D. “Responsible Person” means, jointly and severally, the property owner, business operator, tenant, or authorized agent having care, custody, or control of the premises.

DRAFT

8.26.030 – Required Inspections

A. All Business (B) occupancies located within the City of Oroville shall be inspected by the Fire Code Official at least once every three (3) years.

B. The Fire Code Official may conduct more frequent inspections based on:

1. Fire risk;
2. Hazardous materials storage or use;
3. Change of ownership or business operation;
4. Change in occupancy classification or occupant load;
5. Complaints or reports of hazardous conditions;
6. Any circumstance indicating a threat to life or property.

C. The Fire Department shall maintain a schedule ensuring completion of triannual inspections.

8.26.040 – Scope of Inspection

Inspections conducted under this Chapter shall address compliance with:

A. Title 19, California Code of Regulations;

B. California Fire Code;

C. Applicable fire-life-safety provisions of the California Building Code;

D. Local ordinances adopted by the City of Oroville.

Inspection elements may include, but are not limited to: egress pathways, fire extinguishers, alarm systems, suppression systems, electrical hazards, emergency lighting, exit signage, fire lanes, hazardous materials handling, mechanical equipment, and any condition affecting fire-life-safety.

DRAFT

8.26.050 – Fees

A. Inspection and reinspection fees shall be established by resolution of the City Council.

B. Fees collected under this Chapter shall be used exclusively for administration, staffing, and enforcement of the Business (B) Occupancy Fire-Life-Safety Inspection Program.

8.26.060 – Notice and Compliance

A. The Fire Code Official shall provide written notice of any violations identified during an inspection.

B. The Responsible Person shall correct all violations within the timeframe specified by the Fire Code Official, not to exceed thirty (30) days unless extended in writing.

C. Violations constituting an immediate risk to life or property shall be corrected or abated immediately.

D. Denial of access for inspection constitutes a violation of this Chapter.

8.26.070 – Enforcement

A. Any violation of this Chapter may result in:

1. Reinspection fees;
2. Administrative citations;
3. Suspension or revocation of the business license;
4. Orders to vacate or cease operations when hazardous conditions exist;
5. Any remedy authorized by the Oroville Municipal Code or California Fire Code.

B. Violations of this Chapter are infractions unless charged as misdemeanors at the discretion of the City Attorney.

DRAFT

8.26.080 – Appeals

A. Any Responsible Person may appeal a notice of violation, fee, or enforcement action pursuant to section 2.28.070 of the Oroville Municipal Code.

SECTION 3. SEVERABILITY

If any section, subsection, clause, or phrase of this Ordinance is held to be invalid, the remaining portions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days after adoption.

SECTION 5. CERTIFICATION

The City Clerk shall certify to the adoption of this Ordinance and cause it to be published or posted as required by law.

DRAFT

CITY OF OROVILLE

FIRE DEPARTMENT

Statistics Package

1/1/2026 to 1/31/2026

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

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

Agencies

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

Incident Types

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

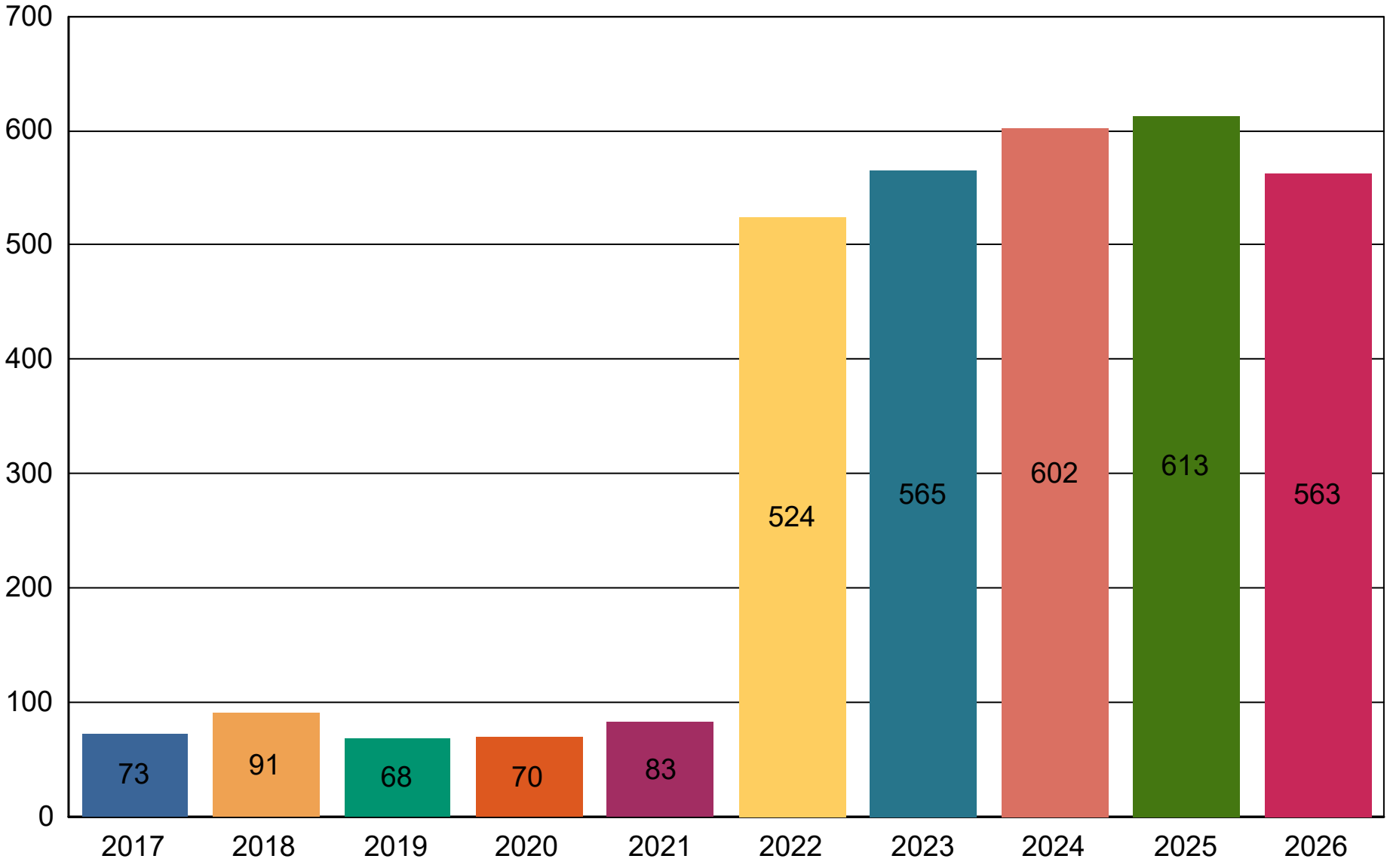
Stations

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

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

1/1/26 To 1/31/26

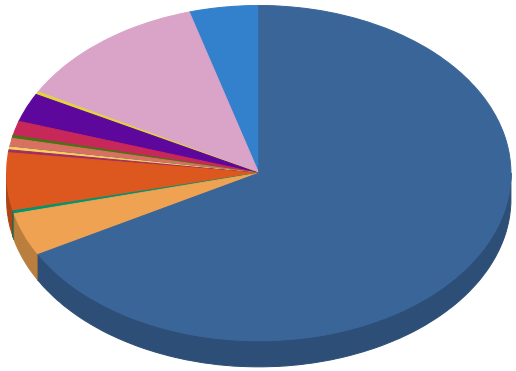


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 1/1/2026 to 1/31/2026

	MED	T/C	HAZ-CON	P/A	OTH	ECC	RESCUE	STR	VEH	OTH FIRE	F/A	HFSFS	MEDC2	MVISTG	Total
CAORO	377	24	1	31	2	1	1	4	1	8	16	1	71	25	563
Total	377	24	1	31	2	1	1	4	1	8	16	1	71	25	563

Incident Type Percentages (All Agencies)



MEDICALS	377	67.0%
TRAFFIC COLLISIONS	24	4.3%
HAZARDOUS CONDITIONS	1	0.2%
PUBLIC ASSISTS	31	5.5%
OTHER INCIDENTS	2	0.4%
ECC INCIDENTS	1	0.2%
RESCUES	1	0.2%
STRUCTURE FIRES	4	0.7%
VEHICLE FIRES	1	0.2%
OTHER FIRES	8	1.4%
FALSE ALARMS	16	2.8%
HFSFS	1	0.2%
MEDC2	71	12.6%
MVISTG	25	4.4%
Total:	563	100.0%

Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
1/1/2026 to 1/31/2026

	MED	T/C	HAZ-CON	P/A	OTH	ECC	RESCUE	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	344	31	3	24	2	1	4	10	1	9	13	68	30	540
Total	344	31	3	24	2	1	4	10	1	9	13	68	30	540

Resource Agency Response to Jurisdictional Agency
1/1/2026 to 1/31/2026

CAORO to CAORO

Total Number of Incidents: **428**

Total Number of Resources Responding: **484**

		MED	T/C	HAZ-CON	P/A	RESCUE	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	**B9A**	0	14	0	0	0	1	0	4	0	0	19
	BOAT91	0	0	0	0	1	0	0	0	0	0	1
	E91	242	14	0	5	1	5	7	6	41	15	336
	E92	1	0	0	0	0	0	0	1	0	0	2
	RS91	0	0	0	0	1	0	0	0	0	0	1
	T91	55	14	1	16	1	4	0	7	18	9	125
	Total	298	42	1	21	4	10	7	18	59	24	484

Resource Agency Response to Jurisdictional Agency
1/1/2026 to 1/31/2026
CABTC to CAORO

Total Number of Incidents: **141**

Total Number of Resources Responding: **157**

		MED	T/C	HAZ-CON	P/A	RESCUE	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CABTC	**E64**	8	1	1	0	0	2	0	0	1	3	1	17
	E71	2	1	0	0	0	0	1	0	2	0	0	6
	E72	5	3	0	0	0	0	1	0	1	0	0	10
	Others	72	9	1	11	3	5	0	3	6	12	2	124
	Total	87	14	2	11	3	7	2	3	10	15	3	157

Resource Agency Response to Jurisdictional Agency
1/1/2026 to 1/31/2026
CAORO to CABTC

Total Number of Incidents: **80**

Total Number of Resources Responding: **86**

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	**B9A**	0	2	1	0	0	1	2	0	1	0	0	7
	BOAT91	0	0	0	0	0	2	0	0	0	0	0	2
	E91	35	8	1	4	1	0	5	2	3	9	5	73
	RS91	0	0	0	0	0	2	0	0	0	0	0	2
	T91	0	0	0	0	0	2	0	0	0	0	0	2
	Total	35	10	2	4	1	7	7	2	4	9	5	86

Resource Agency Response to Jurisdictional Agency
01/01/2026 to 01/31/2026
CAL FIRE to CAORO

Total Number of Incidents: **54**

Total Number of Resources Responding: **94**

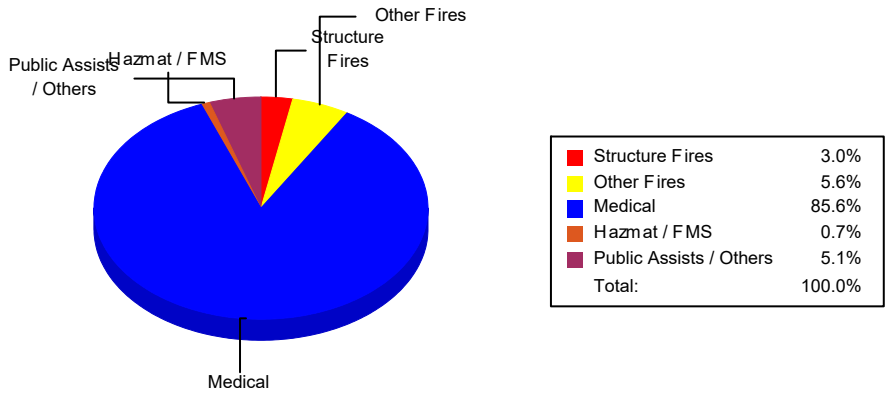
		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	STR	VEH	OTH FIRE	F/A	HFSFS	MEDC2	MVISTG	Total
CABTU	**B2102**	0	1	0	0	0	0	0	1	0	0	0	0	0	2
	B2103	0	0	0	0	0	1	1	0	0	0	0	0	0	2
	B2107	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	B2108	0	4	0	0	0	0	1	0	0	0	0	0	0	5
	B2114	0	1	0	0	0	0	0	0	0	2	0	0	0	3
	B2116	0	0	0	0	0	0	1	0	0	0	0	0	0	1
	B2117	0	2	1	0	0	0	2	0	0	2	0	0	0	7
	B2120	0	0	0	0	0	0	1	0	0	0	0	0	0	1
	B3	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	D2103	0	0	0	0	0	1	0	0	0	0	0	0	0	1
	D2110	0	0	0	0	0	0	1	0	0	0	0	0	0	1
	E2163	0	0	0	0	0	0	0	0	0	0	0	1	0	1
	E2167	0	0	0	0	0	1	0	0	0	0	0	0	0	1
	E2180	14	6	1	3	0	0	5	0	0	3	1	1	1	35
	E2185	1	1	0	0	0	0	1	0	0	0	0	1	0	4
	E2191	1	0	0	0	0	0	0	0	0	0	0	0	0	1
	P2122	0	0	0	0	0	0	0	0	1	0	0	0	0	1
	P2123	0	0	0	0	1	0	1	0	0	0	0	0	0	2
	PIOADVSE	0	0	1	0	0	1	4	0	0	1	0	0	0	7
	PRVADVSE	0	0	1	0	0	0	4	0	0	2	0	0	0	7

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	STR	VEH	OTH FIRE	F/A	HFSFS	MEDC2	MVISTG	Total
CABTU	**PRVDO**	0	0	0	0	1	0	0	0	0	0	0	0	0	1
	S2103	0	0	0	0	0	0	2	1	0	0	0	0	0	3
	SFTYDO	0	0	0	0	0	0	2	0	0	0	0	0	0	2
	T2107	0	0	0	0	0	0	2	0	0	0	0	0	0	2
	T2108	0	0	1	0	0	0	0	0	0	0	0	0	0	1
	U2135	0	0	0	0	0	1	0	0	0	0	0	0	0	1
	Total	16	17	5	3	2	5	28	2	1	10	1	3	1	94

Battalion 9 Total Responses
1/1/2026 to 1/31/2026

	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	3	5	17	1	0	26
E91	10	19	370	2	10	411
E92	0	1	1	0	0	2
T91	4	7	100	1	19	131
Total	17	32	488	4	29	570

Number of Incidents / Incident Type



Business Assistance and Housing Development

JANUARY 2026

Loan Portfolio Balance: $49,627,387

Number of Loans	340	Loans in Default	2
Late Payment Notices	0	Late Insurance Notices	0
Annual Inspections Complete	20	Annual Certs Received	9 outstanding

Loans in Default-2

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

Deceased Loan Holder-1

1. 2852 Gawthorne Ave-Death Notice in paper. Passed away 10/7/2025. Letter sent to Estate 12/01/2025. Widow wants to assume the loan. 2nd letter sent to widow.

Loan Portfolio Analysis

Rehab Loans: 29($976,355)	FTHB Loans: 275($19,098,805)
Economic Development Loans: 1($160,719)	Landscape Loans: 2 ($10,812)
Housing Development: 15 ($28,433,986)	City Employee Mortgage: 7 ($236,118)
Lease-to-Purchase: 4($349,024)	Payoff Requests Processed (2026): 4
Loans Repaid FY -24-25: 17	Payoff Received FY 24-25: $1,231,067
Loans Repaid FY -25-26: 9	Payoff Received FY 25-26: $420,016

First Time Home Buyer Program-City Program

Applications Received: 0	Applications under Review: 1
Loans Approved: 0	Loans Closed FY 25-26: 6

Applications Received: 0	Applications under Review: 1

First Time Home Buyer Program-County Program administered by City

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

Owner Occupied Rehabilitation

Applications Received: 0	Applications under Review: 0
Loans Approved: 1	Rehab in Process: 6
Loans Closed FY 25-26: 6	Program on hold pending funding.

Grants Submitted FY23-24 and 24-25

1. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded. Awaiting Standard Agreement
2. 2024 CDBG Program Income Only: $1,500,000 for FTHB program-Awarded 10/29/24.
3. 2024 CDBG General Allocation: $3,100,000 for Fire Truck, Fire Engine and Fire Equipment-conditional award received. The main award was executed. Award package is being directed to the city. City has already ordered the Truck and Engine and will request reimbursement as soon as we received the subtask package. Awarded.
4. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence-conditional award received. The main award was executed. Award package is being directed to the city. Awarded.
5. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study-Conditional award received. The main award was executed. Award package is being directed to the city. Awarded.
6. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded. Total award is $796,654.
7.

Current Project Highlights

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **construction has begun**.
2. Mission Esperanza-Construction is 100% complete. Still awaiting the installation of the dog kennel. Esperanza Village has 28 occupants in the congregate shelter and 30 in the pallets.
3. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration. Closeout will begin in March 2026.
4. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental are complete. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy. City engineer

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **construction has begun**.

requesting PGE move some poles on site. PGE will move poles or allow an easement. VHDC will apply for 9% tax credits in late 2026 or early 2027.

5. Submitted the 2025 HOME Investment Partnership Program Income Only Application in to utilize funds for Homeownership Assistance at the beginning of January 2026.
6. Website update in progress
7. Staff in the process of reviewing the 2025 CDBG NOFA that was released 9/24/205. Public hearing to determine application submittals to be scheduled.
8. Planning to prepare 2025 Program Income Only CDBG Application for Owner Occupied Rehabilitation.
9. Staff completed CDBG-DR State Monitoring, awaiting Monitoring Letter.

Understanding Public Service Ethics Laws (ab 1234)

League of California Cities
Mayors and Council Members Academy

Friday, January 23, 2026 | 10:15 am



HOUSEKEEPING & REMINDERS

You MUST scan IN AND OUT to receive credit

You must be present for the full two-hour training

Certificate will be emailed to attendees to scan in and out

To receive MCLE credit your bar number must be attached to your Cal Cities profile – you can add that anytime!

Contact Kristy Bivens (kbivens@ca-ilg.org) with questions or concerns

HOUSEKEEPING & REMINDERS

The League of California Cities is committed to providing a safe and respectful environment for all participants and staff at Cal Cities events. We expect participants and staff to:

- Be considerate and respectful in your speech and actions.
- Refrain from behavior and speech that is threatening, abusive, discriminatory, or harassing.
- Be mindful of your surroundings and your fellow participants.

If you experience or witness threats, unlawful discrimination or harassment during a Cal Cities event, or have any other concerns, please contact a member of Cal Cities staff immediately.

NON-PROFIT, NON-PARTISAN & COMMITTED TO SUPPORTING & IMPROVING LOCAL GOVERNMENT

- The Institute for Local Government is the non-profit training and education affiliate of the League of California Cities
- We were founded in 1955, 70 years ago, and our mission is to serve and support local government
- Our target population is the 2,500 cities, counties and special districts in California
- We provide practical and easy-to-use resources so local agencies can effectively implement policies on the ground



OUR PROGRAMS AND SERVICES

Program Areas

- Leadership & Governance
- Civics Education & Workforce
- Public Engagement
- Sustainable & Resilient Communities



Services

- Education & Training
- Technical Assistance
- Capacity Building
- Convening

Our mission is to help local government leaders **navigate complexity**, **increase capacity** & **build trust** in their communities

Understanding Public Service Ethics, Laws & Principles

AB 1234 Ethics Training

Mayors and Councilmembers Academy

League of California Cities

January 23, 2026

Presented by: David G. Lim

AB 1234 Training: Principles of Ethics and the Law in Public Service

- FPPC requires two hours of ethics training every two years for all local agency officials (Gov't Code 53235(b))
- "Local Agency Officials" includes any member of a local agency legislative body or any elected local agency official who receives any type of compensation or salary, or any other employee designated by the local agency legislative body to receive the training

Ethics Training: Principles of Ethics and the Law in Public Service

- **The desire for ethical conduct in government dates back to the beginning of democracy**
- **Oath of Office in ancient Athens taken by public officials:**
  - Promised to not engage in any act of dishonesty and to obey the City's laws
  - Pledged to make the City greater, better and more beautiful than it was when they took office
  - Reflected not only a commitment to not do bad acts, but also a promise to do good

The Relationship Between Ethics and the Law

- The law is the starting point for most ethical analyses
- The law is the floor for ethical conduct, not the ceiling
- Just because it's legal, doesn't mean the public will see it as being right
- Legal nuances are political losers

Conduct of Individual Public Officials Affects the Public Trust and Confidence in the City

- The conduct of individual public officials is directly related to the trust and confidence that the public will have in the city as an institution and vice-versa



Why Are We Here?

- **Ethics laws consistently born from scandal**
- **AB 1234**
- **Enacted after investigative report by Sacramento Bee**
  - Water District officials misusing public resources
  - Use of agency credit card for personal purposes
  - Misreporting of income
  - Double-dipping on expense reimbursements



Principles of Ethics



- **"Make decisions on the merits, free from partiality, prejudice or conflicts of interest."**
  - Bias rules
  - Conflict of interest rules
    - Due process requirements

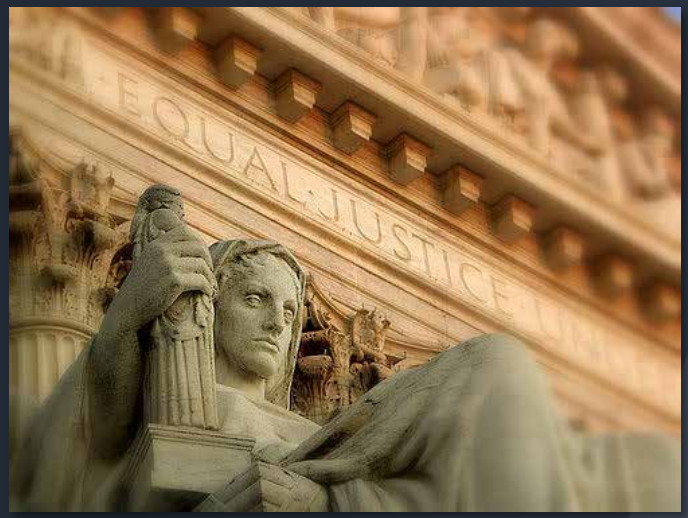
Principles of Ethics

- **“Public office is a trust; use it only to advance public interests, not personal gain.”**
  - Conflict of interest laws
  - Anti-bribery laws

Principles of Ethics

- **"Conduct government openly, efficiently, equitably, and honorably so the public can make informed judgments and hold public officials accountable."**
  - The Brown Act
  - Disclosure Requirements
  - Public Records Act

Principles of Ethics



- **"Honor and respect democratic principles; observe the letter and the spirit of the law."**
  - Due process requirements
  - Public bidding laws

Principles of Ethics

- **“Safeguard public confidence in the integrity of government by avoiding appearances of impropriety and conduct unbefitting a public official.”**

  - Source: Josephson Institute of Ethics

Foundations of Good Government

- Transparency is easier
- Process is important
- There is such a thing as bad publicity

Such as....

Mark Ridley-Thomas sentenced to 42 months in prison



Former L.A. City Councilman Mark Ridley-Thomas, center, shown in March, was sentenced Monday to 42 months in federal prison on corruption charges. (Dania Maxwell / Los Angeles Times)

Legal Nuances are Political Losers

MARK RIDLEY-THOMAS ALLOCUTION STATEMENT

Good morning, Your Honor, I would like to thank you for the opportunity to address the Court. I've had a full and intense twenty months, to reflect on the circumstance in which I find myself. It is true that I have chosen to exercise my constitutional rights as a citizen to offer the best possible defense for myself.

But I feel that it's important, Your Honor, to make it clear to you that I in no way want to convey anything but respect for you, and for this Court. Further, I want to assure you that when this is completed I will accept the outcome of this judicial process and give full and respectful compliance in accordance with the law.

Your Honor, I believe it's fair to say that this case exists somewhere between what is clearly legal conduct on one end, and clearly illegal conduct on the other. In between there is a line that distinguishes actions that are illegal — and actions that may be ill-advised, but NOT illegal.

While I definitely disagree as to whether I crossed that line into illegal conduct, I acknowledge with clarity where I belonged was at the end of the spectrum where there would be little, if any, question of even the appearance of unlawfulness. The very perception that I deviated from proper conduct in this matter is truly distressing as well as harmful, and I deeply regret it.

My actions — and the fallout from those actions — have hurt my family, beginning with my wife of 44 years who should never have had to go through and ordeal like this. I apologize to her with every breath and with my whole heart. And I apologize to my sons, daughter-in-law and grandchildren, as well as other family members whose lives have been disrupted and traumatically impacted.

Additionally, the anguish that I feel causes me to say I'm so sorry to all of my constituents, colleagues and employees who have believed in me for many years, but who may now have doubts. I sincerely apologize to them not only for playing a role in bringing about those doubts — but also for no longer being able to be there for them in service. I can only trust and believe that the future will afford me the opportunities to continue to find ways to serve them and their families, to remove doubt and to restore faith.

Your Honor I give you, and my former constituents, on all those here today and all those here today my pledge that I will find a way to continue to learn from this devastating experience, to emerge from it as a more conscientious person, and to go forward once this is behind us with humility, with renewed commitment to service and with undaunted hope for a purposeful life dedicated to the communities who rightfully expect and deserve the very best of me.

Your Honor, I thank you.

Four Groups of Ethics Laws



1. Personal financial gain
2. Governmental transparency
3. Personal advantages and perks
4. Fair processes

Group 1: Personal Financial Gain

Group 1: Personal Financial Gain

Political Reform Act

- Disclosure Requirements – Form 700
- Recusal (Abstention) Requirements – Conflicts of Interest
- Conflicts arising from Prospective Employment
- New Conflict of Interest Rules on Campaign Contributions

Government Code Section 1090

- Conflicts of interest in decisions involving contracts

The Political Reform Act (PRA)

- **Enacted in 1974**
- **Created the Fair Political Practices Commission (FPPC)**



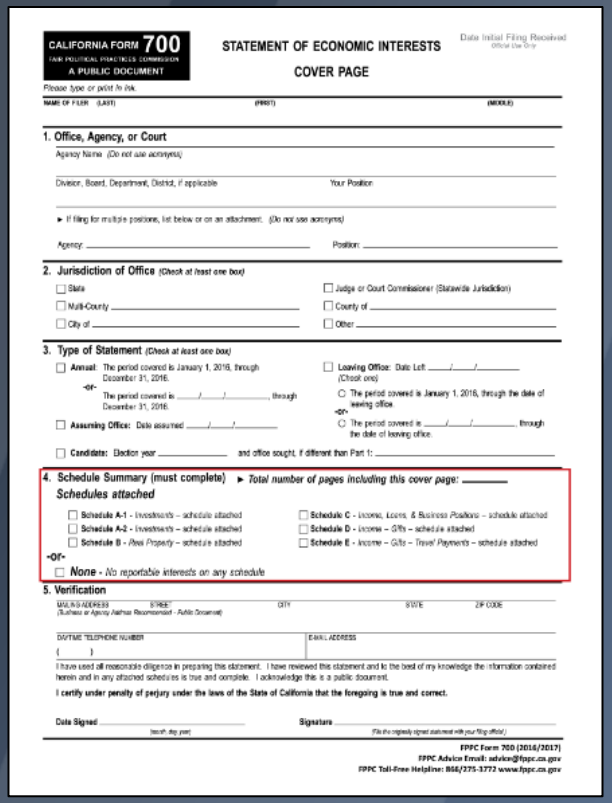
The Political Reform Act: Disclosure of Economic Interests

§ Form 700 Statement of Economic Interests

- As a candidate for office,

  upon assuming office and annually
- Purpose – helps prevent conflicts by

  letting the public know your interests
- Disclose your economic interests:
  - Sources of income
  - Real property interests
  - Investments
  - Business entities that you own
  - Sources of gifts



CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
A PUBLIC DOCUMENT

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE

Date Initial Filing Received
Office Use Only

Please type or print in ink.

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

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable Your Position

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

Agency: Position:

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

☐ State ☐ Judge or Court Commissioner (Statewide Jurisdiction)
☐ Multi-County ☐ County of
☐ City of ☐ Other

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

☐ Annual: The period covered is January 1, 2016, through December 31, 2016.
-or-
The period covered is ___/___/___ through December 31, 2016.

☐ Leaving Office: Date Left ___/___/___ (Check one)
○ The period covered is January 1, 2016, through the date of leaving office.
-or-
○ The period covered is ___/___/___ through the date of leaving office.

☐ Assuming Office: Date assumed ___/___/___

☐ Candidate: Election year and office sought, if different than Part 1:

4. Schedule Summary (must complete) ► Total number of pages including this cover page: ____
Schedules attached

☐ Schedule A-1 - Investments – schedule attached
☐ Schedule A-2 - Investments – schedule attached
☐ Schedule B - Real Property – schedule attached
☐ Schedule C - Income, Loans, & Business Positions – schedule attached
☐ Schedule D - Income – Gifts – schedule attached
☐ Schedule E - Income – Gifts – Travel Payments – schedule attached

-Or-

☐ None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS (Business or Agency Address Recommended - Public Document) STREET CITY STATE ZIP CODE

DAYTIME TELEPHONE NUMBER ( ) EMAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed (month, day, year) Signature (File the originally signed statement with your filing official.)

FPPC Form 700 (2016/2017)
FPPC Advice Email: advice@fppc.ca.gov
FPPC Toll-Free Helpline: 866/275-3772 www.fppc.ca.gov

The Political Reform Act: Disclosure of Economic Interests

Form 700 Statement of Economic Interests

- Report Your Interests Accurately
- Penalties for late filing / failure to file
- Accurate reporting prevents conflicts & increases public confidence
- Failure to report an interest will almost always make the FPPC, public, and press more suspicious

The Political Reform Act: Disclosure of Economic Interests

Form 700 Statement of Economic Interests

- Only need to report financial and property interests in the City or within 2 miles of the boundaries of the City
- Exclude: Vacation homes out of the City not subject to disclosure
- Individual stocks should be disclosed (even if held in a 401(k) or IRA)
- Shares in diversified mutual funds or ETFs need not be disclosed

City Conflict of Interest Code – Disclosure categories

- **Check for reporting obligations based on classification**

RESOLUTION NO. 2020-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED APPENDIX TO THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

The Political Reform Act: Disclosure of Economic Interests

Form 700 Statement of Economic Interests?

Disclosure Requirements?

- ***If in doubt: Call the City Clerk***

The Political Reform Act: Disclosure of Economic Interests

§ **Other types of disclosures:**

- **As a candidate, report campaign contributions**
  - Various FPPC Reporting Forms (Form 410 and others)
- **As an elected officeholder, report "Behested contributions"**
  - Contributions by a third party to a nonprofit at your request equaling or exceeding $5,000 in a calendar year
  - Applies only when a single source contributes the $5,000 (not multiple sources) to the nonprofit
  - FPPC Reporting Form 803
- If in doubt, consult your campaign consultant or treasurer

Intent of Conflict of Interest Laws

- The law is aimed not just at actual misconduct, but at the perception of misconduct and temptation
- The PRA and the FPPC have had to draw lines as to what is and is not a conflict of interest
- Lines are not always intuitive or obvious
- Actions that seem "right" may still be illegal

The Political Reform Act: Recusal (Abstention) Requirements

- **"No public official . . . shall make, participate in making or in any way attempt to use [the official's] position to influence a governmental decision in which [the official] knows or has reason to know [the official] has a financial interest."**

  - Political Reform Act, Government Code § 87100

The Test

FPPC Basic Test for Conflicts:

- Is it reasonably foreseeable
  - that a governmental decision
  - will have a material financial effect
  - on any of your financial interests
  - distinguishable from the public generally?

Is a Governmental Decision Involved?

- **Is the public official making, participating in the making, or using or attempting to use his or her official position to influence a governmental decision?**
- **"Making" a governmental decision means:**
  - Voting on a motion, resolution, or ordinance
  - Deliberating on a item of business that comes before you
  - Making an appointment of a person to a position
  - Committing the City to a course of action
  - Entering into a contract
  - Determining not to take an action on a pending matter

Is a Governmental Decision Involved?

- **"Participates in making" a decision**
  - Acts within authority of their office or position and advises or makes recommendations to decision-maker
  - Negotiates, without significant substantive review, with third party regarding governmental decision
- **"Attempts to use an official position to influence a decision"**
  - Contacts or appears before or otherwise attempts to influence any member, officer, employee or consultant of the agency, or
  - Advocates on behalf of their agency to another governmental agency

What are your Economic Interests?



- **Real property interests worth at least $2,000**
- **Sources of income of $500 or more in the last 12 months**
  - Includes non-profit entities
- **Investments worth $2,000 or more**
- **Business interests**
- **Gifts of $630 from a single source over the last 12 months**

What are your Economic Interests?



- **Real property interests worth at least $2,000**
  - Owned by you
  - Owned by you and your spouse together
  - Owned by your spouse separately
  - Your dependent child's property
  - Your interest as a tenant in real property (except month-to-month)

Your Sources of Income

- **Sources of income of $500 or more in the last 12 months**
  - Your own income such as salary from a private employer
  - Promised income
  - Dependent child's income
  - Loans
  - Spouse's income
  - Persons and entities that pay you commissions



Investments and Business Interests

- **Investments**
  - Investments worth $2,000 or more
  - But not investments in a Diversified Mutual Fund or ETF
- **Business Interests**
  - Businesses you manage or that employ you
  - “Related” business entities
  - Also have to consider property interests of those businesses



Sources of Gifts



- **Donors of Gifts**
  - Aggregating $630 from a single source in a 12-month period
  - Cash, presents
  - Meals, food and drink
  - Entertainment
  - Travel and lodging

Much more about gifts coming up…

You have an economic interest in your "personal finances"

- **Personal Finances**
  - Your personal expenses, assets or liabilities
  - Will the decision cause you, your spouse or your dependent children to receive a measurable financial benefit or loss?



Materiality Standards for Impacts on Real Property that You Own

- **Direct Decisions**
  - Property is subject of a general plan amendment, zoning/rezoning, or permit decision
- **Indirect Decisions**
  - The decision could change the development potential, the character, or the use of the property, and the official's property is near the affected property



Materiality Standards for Impacts on Real Property that you Own

§ **New Rules – 3 standards based on 0 to 500 feet, 501 - 1,000 feet, and 1001 feet and beyond:**

- Would affect the real property value of property within 500 feet of the official's property
- Property between 500 and 1000 feet of the official's property that changes: See next slide
- Property 1,000 feet or more from official's property, rebuttable presumption of no interest





Your property is between 0 and 500 feet from the boundaries of the project

- "The reasonably foreseeable financial effect of a governmental decision on a parcel of real property in which an official has a financial interest, other than a leasehold interest, is material whenever the governmental decision:

  . . .

- (7) Involves property located 500 feet or less from the property line of the parcel unless there is clear and convincing evidence that the decision will not have any measurable impact on the official's property"

Property Between 501 and 1,000 Feet From a Proposed Decision

- **An official has a conflict if the decision materially affects the following aspects of the official's property:**
  - Development potential
  - Income producing potential
  - Highest and best use
  - Market value
  - Character, by "substantially" altering:
    - Traffic level and parking
    - Intensity of use
    - Privacy
    - View
    - Noise
    - Air quality

Your property is more than 1,000 feet from the boundaries of the project

- "(b) The financial effect of a governmental decision on a parcel of real property in which an official has a financial interest involving property 1,000 feet or more from the property line of the official's property is presumed not to be material. This presumption may be rebutted with clear and convincing evidence the governmental decision would have a substantial effect on the official's property."

Examples

City action on pedestrian path that passed within 500 feet of Mayor's residence

NO CONFLICT



Very large residential development more than 1,000 feet from Councilmember's residence

CONFLICT



Materiality Standards for Impacts on Real Property Interests: Ownership

§ Exceptions

1. There is no material financial effect if a decision solely concerns **repairs, replacement or maintenance** of **existing streets, water, sewer, storm drainage** or similar facilities
2. There is no material financial effect if a decision solely concerns **general plan policy decisions (not a land use designation change)**, unless the decision is initiated by the public official
3. **Common areas in common interest developments** are now **excluded from the definition of "real property"** for the purpose of conducting a conflict of interest analysis

Materiality Standards for Impacts on Real Property Interests: Exceptions

- **Public Generally Exception**
  - A significant segment of the public will be affected in the same manner
- **Rule of Legally Required Participation Exception**
  - Not enough members to participate because of conflicts of interest
  - Random selection process
  - Explanation in minutes as to why exception must be used

The Test

FPPC Basic Test for Conflicts:

- Is it reasonably foreseeable
  - that a governmental decision
  - will have a material financial effect
  - on any of your financial interests
  - distinguishable from the public generally?

Test Applied to Guide Conflict of Interest Determination

- **Reasonably Foreseeable = Realistic Possibility**
  - Presumption if financial interest explicitly involved in decision
- **Apply "materiality" thresholds for <u>each</u> financial interest**
  - For example, for interests in **<u>business entities</u>**:
    - Direct involvement
    - Indirect involvement – impact is to reach certain dollar thresholds of impact on the business
- **Financial effect is not material if it is "nominal, inconsequential, or insignificant"**

Materiality Standards for Impacts on Business Interests

- **A presumption of materiality if the business is directly involved in the decision**
  - For example, your business is applying for a CUP
- **Otherwise**, the financial effect is material if the decision may result in an increase or decrease of:
  - assets or liabilities (at least $1,000,000)
  - 5% of gross revenues (at least $10,000)
  - Expenses ($250,000 or more OR 1% of the entity's revenue, at least $2,500)
- **Exception:** If official's interest in business entity is $25,000 or less and the official owns less than 1%, only direct involvement is material

Identifying a Conflict

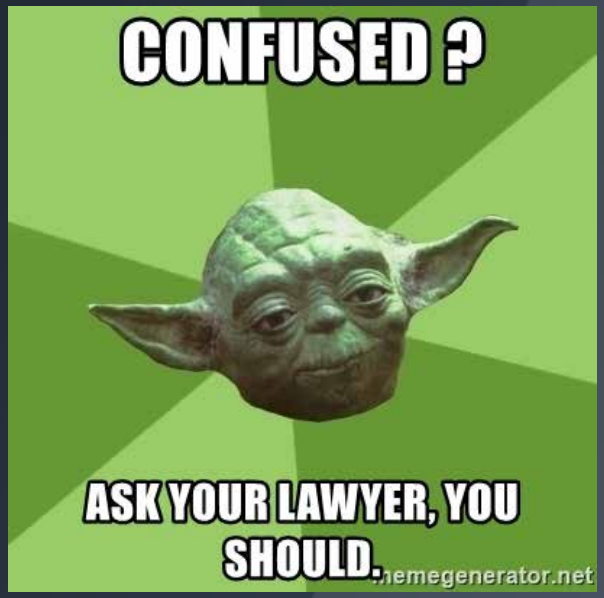
4-Step Test for Conflicts of Interest:

- Will the governmental decision result in a “reasonably foreseeable” financial effect on one of your financial interests?
- If yes, is the effect on that interest “material”?
- If the effect is material, is the effect the same as effects on the “public generally”?
- If the effect is material and no exceptions apply, then you may not make, participate in, or use your official position to influence that governmental decision

Identifying a Conflict

Bottom line:

If you are considering a "materiality" question, it is time to ask for legal assistance



If You Are Disqualified

1. Don't discuss with or influence staff or colleagues
2. Identify the nature of your conflict at the meeting
3. Leave chambers after stating abstention (except for items on consent calendar)

Note: You cannot avoid disclosure by leaving chambers



Participation as a Member of the Public

- **Recuse yourself from participating in your official capacity**
- **May only speak as a member of the public to represent your "Personal" interests**
  - Owned property
  - Owned / controlled business



Conflicts in Decisions Affecting Prospective Employer

- **This preclusion commences when either:**
  - you have an interview with an entity for an employment position; or
  - you get an offer or employment from an entity
- **Exception:** does not apply if you are seeking employment with a local, state or federal governmental entity



FPPC Regulation § 18747

Conflict of Interests - Campaign Contributions (Gov. Code § 84308)

- Local elected and appointed officials are subject to being disqualified from decisions in which a party or participant in a proceeding is a contributor to the official's campaign
- Decisions on licenses, permits, or other entitlements
- Only applies if the party or participant is a contributor of $500 or more to the official's campaign in the prior 12 months (effective 1/1/25, previously $250)

Disclosure of Contributions (Gov. Code § 84308)

§ **Local appointed & elected officials must:**

- Disclose campaign contribution greater than $500
- Received from a party or participant in a proceeding involving a license, permit, or other entitlement
- In the 12 months before a final decision in the proceeding

Prohibited Contributions (Gov. Code § 84308)

- **Local appointed & elected officials must not:**
  - Accept, solicit, or direct a contribution greater than $500
  - On behalf of themselves or another official, candidate, or committee
  - During a proceeding involving a license, permit, or other entitlement and for 12 months thereafter
  - From a party, a participant, or their agents
  - Who the official knows, or has reason to know, has a financial interest in the proceeding
- **Opportunity to Cure**
  - Return the contribution within 30 days from the latter of: (i) the time the officer makes any decision, or (ii) knows, or should have known, about the contribution and the proceeding.

Getting Help

Talk to Staff and the City Attorney

Seek advice from the FPPC

- 1-866-ASK-FPPC
- Request a formal advice letter, if time permits

"If in doubt, sit it out."

PRA Penalties



- **Invalidation of decision**
- **Misdemeanor**
  - could result in loss of office
- **Fines**
  - $5,000 to $10,000 per violation
  - Personal liability of the public official/employee!
- **Attorney's fees**
  - yours and others
- **Embarrassment**
  - Personal / political

Government Code, Section 1090

Government Code Section 1090

A public official may not "make" a contract in which they are "financially interested"



Government Code Section 1090

- **Officer or employee of a public agency**
- **Financial interest or that of your spouse in a contract**
  - Direct contractual interest
  - Indirect benefit from the making of a contract
- **Contract made by the official or body of which you are a member**
  - Broadly interpreted to include negotiations, discussions, design, planning, etc.

Government Code Section 1090

- If you have or may have a financial interest in contract, contact the City Manager and our Office immediately
- Cannot “un-ring the bell” if you participate in the contract making process
- In many cases, abstention doesn’t help.
- There are a variety of exceptions that are complicated and often very limited.

Section 1090 Exceptions

- **“Remote Interests” – Abstention and disclosure required**
  - *Examples include:*
    - A person receiving salary, per diem, or reimbursement for expenses from another government entity that is the contracting party
    - a supplier of goods or services when those goods or services have been supplied to the contracting party by the official for at least five years prior to their appointment or election to office

Section 1090 Exceptions

- **“Non-interests” – No abstention required, but disclosure sometimes required**
  - *Examples include:*
    - A recipient of public services generally provided by the public body or board of which they are a member, on the same terms and conditions as if they were not a member of the body or board
    - An officer is being reimbursed for his or her actual and necessary expenses incurred in the performance of official duties

Section 1090 and Non-profit Entities

- **Remote Interest - Abstain**
  - Officer or employee of non-profit entity
- **Non-interest**
  - Non-salaried member of non-profit entity
  - Non-compensated officer of non-profit entity that, as one of its primary purposes, "supports the functions of the City or which the City has a legal obligation to give particular consideration."

Section 1090 Penalties

§ Severe Penalties

- Contracts are not just "voidable," but void
- Contractor may have to refund money
- Willful violation is a felony
- Fines (up to $10,000) or imprisonment (personal liability!)
- Prohibition against holding public office
- Usual tool of the DA to prosecute for corruption



Group 2: Governmental Transparency

The Public Records Act



- PRA affords any "person" the right to inspect and be provided a copy of any identifiable public record
- "Person" includes an individual or corporation and elected members of local agencies
- "Public record" is defined broadly

What is a Public Record?



- **"Public record" defined as**
  - Any writing
  - with information relating to the conduct of the public's business
  - prepared, owned, used or retained by a state or local agency
  - regardless of physical form or characteristics

What is a Public Record?



- **"Writing" includes**
  - Handwritten or printed documents
  - Photos and videos
  - Voicemails
  - Drawings, plans, maps
  - **Emails, text messages, tweets, etc.**

Avoid Combining Public & Private



- **Personal or political business?**
  - Don't tack it onto an email about public agency's business
- **Email Threads**
  - Changing Topics? Create new email

What is a Public Record?

§ **Must be:**

1. Related to the conduct of the public's business *and*
2. Prepared, owned, used, or retained by the public agency

****** Does NOT include every piece of paper in the public agency's offices***

Common Statutory Exemptions

- Preliminary drafts, notes or interagency or intra-agency memoranda not kept in ordinary course of business (balancing test)
- Personnel, medical or similar records
- Documents created in anticipation of, or during, litigation
- Personal information like SS#s, home address and telephone #
- Salary information ***IS*** subject to disclosure

Catch-All Exemption – Balancing Test



- **"[O]n the facts of the particular case, the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record"**

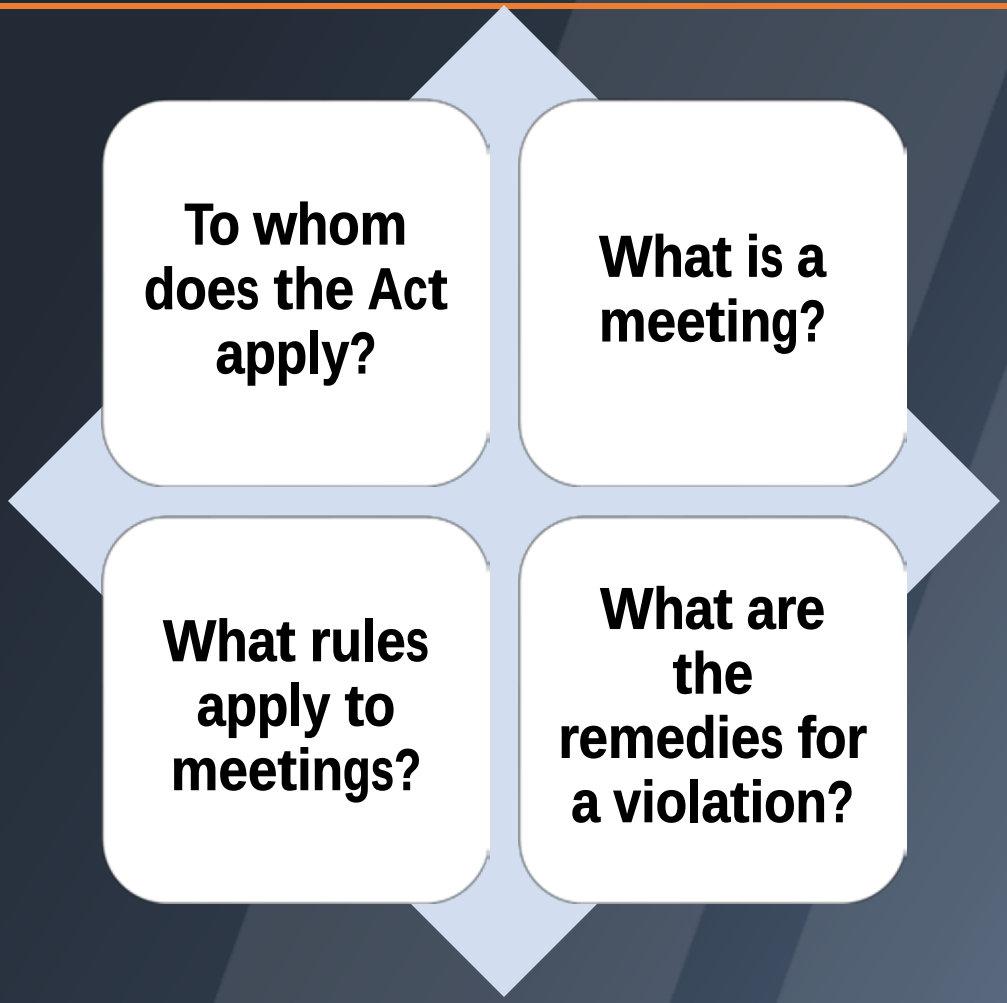
  - Government Code Section 7922.000

Ralph M. Brown Act



- "All **meetings** of the **legislative body** of a local agency shall be ***open and public***, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter."

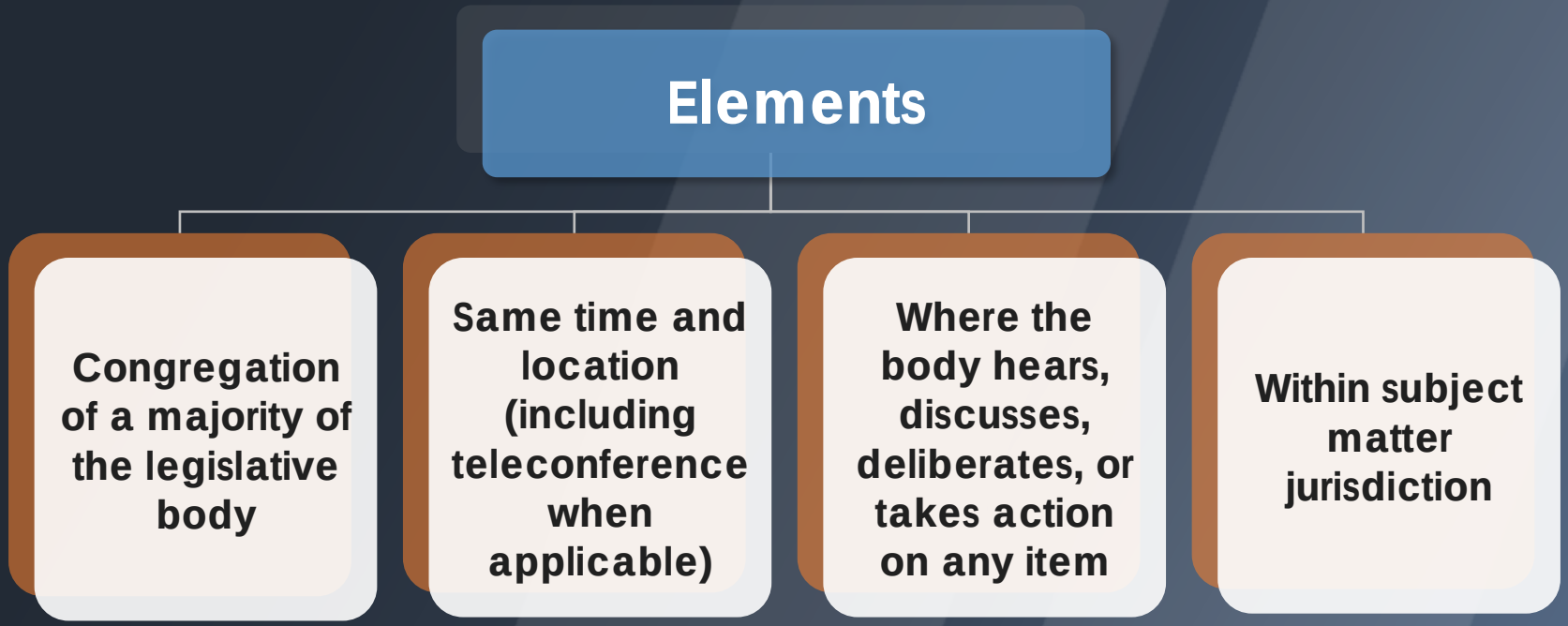
Topics


To whom does the Act apply?
What is a meeting?
What rules apply to meetings?
What are the remedies for a violation?

Act Applies to "Legislative Bodies"

- **What is a "legislative body?"**
  - Governing body of the local agency
  - Subordinate boards & commissions created by formal action of the governing body
  - Standing committees with a regular meeting schedule and continuing subject matter jurisdiction

What is a “Meeting”?



Meeting Exceptions

When is a meeting *not* a "meeting"?

Examples include:

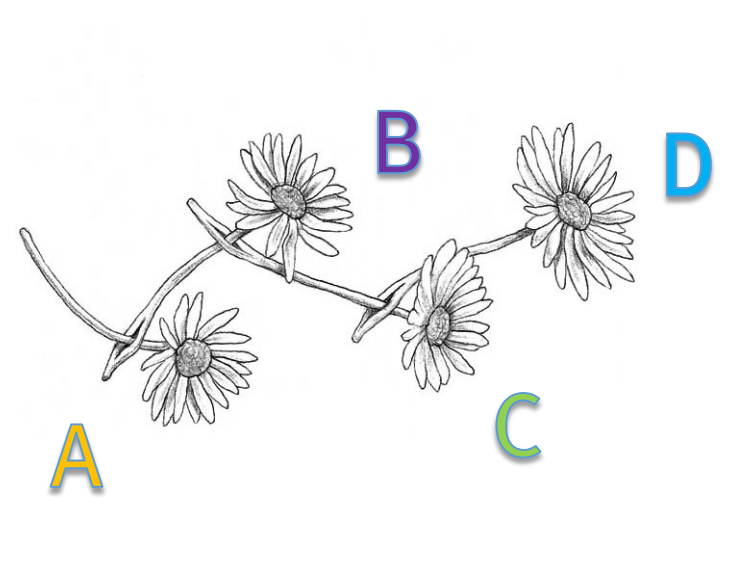
- Conferences and seminars open to the public
- Community meetings open to the public
- Another City body when it is an open and noticed meeting of that body
- Social or ceremonial events

For these exceptions, a majority cannot discuss among themselves items of legislative body business, other than as part of the scheduled program

Serial Meetings Are Illegal

- **What is an illegal serial meeting?**
  - Series of direct or indirect communications (intermediaries/technology)
  - By a majority of the body
  - To discuss, deliberate, or take action on any item of business or potential business

2 Types of Illegal Serial Meetings

Hub & Spoke	Chain
	

Tips for Electronic Communication



§ **DO NOT:**

- Communicate your position on a pending matter to a majority of members
- Solicit responses from other members when forwarding information you receive
- **REPLY ALL**

Tips for Electronic Communication



- **DO:**
  - Use caution (“bcc”!) when emailing other members.
- ***Deliberations must occur publicly in a meeting. Not by text or on social media!***

Internet-Based Social Media Platforms (Gov't Code 54952.2)

§ **DO NOT:**

- Respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.
- **Applies to TWO members – majority not required.**





Internet-Based Social Media Platforms (Gov't Code 54952.2)

§ **OKAY TO:**

- Answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body.





Regular Meeting



- **Day, time, and location is set by resolution or ordinance**
  - Agenda must be posted 72 hours in advance
  - General, brief description of items of business

Special Meeting

- **Called by presiding officer or majority of Council**
  - Notice must be posted 24 hours in advance, stating the time, place, and agenda
  - Notice must be received by each member and press unless waived
  - Consider only items on the agenda



Emergency Meeting

- An “emergency” meeting may be called to address certain emergencies, such as a terrorist act or crippling disaster, without complying with the 24-hour notice/posting requirement.
- Certain requirements apply for notifying the press and for conducting closed sessions as part of the emergency meeting.

Adjourned Meeting

- Regular or special meetings may be adjourned to specific time and place
- If no time stated, meeting is continued to the hour for regular meetings
- Less than a quorum may adjourn
- Secretary or Clerk may adjourn to stated time and place



Attendance by Teleconference – the Traditional Rule

Traditional Brown Act Remote Teleconference Rule

- Quorum participates from the regular meeting location
- Remote teleconference location is identified on the agenda
- Notice is posted on the door of the remote teleconference site
- Teleconference location provides for public accessibility and public participation
- Roll Call votes on each motion

New Rules – Attendance by Teleconference under AB 2449

- At least a quorum of the members of the legislative body are participating in person from a singular location within the jurisdiction of the agency.
- Either (i) Just Cause Circumstances or (ii) Emergency Circumstances apply
- Disclosure Statement
- Limit on number of times used
- Agenda posting requirements

New Rules – Attendance by Teleconference for "Just Cause"

The new "just cause" remote attendance option – AB 2449

- **A member can attend remotely, if they have "just cause" to do so**
- **"Just cause" means:**
  - Ø **The member has a need to provide childcare or caregiving for a family member;**
  - Ø **The member has a contagious illness;**
  - Ø **The member has a physical or mental disability that cannot be otherwise accommodated; or**
  - Ø **The member is traveling while on official business of the legislative body or another public agency.**

New Rules – Attendance by Teleconference for "Emergency Circumstances" of Member

The new "emergency circumstances" remote attendance option – AB 2449

- **The term "emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.**
- **The member must notify the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of the need to participate remotely because of "emergency circumstances."**
- **The legislative body must take action to approve the request by majority vote, either through a listed item on the agenda or pursuant to the exception to items not listed on the agenda.**

Attendance by Teleconference during Proclaimed Emergency (AB 361)

- **The legislative body may meet by teleconference without following the standard Brown Act teleconference procedures when:**
  - the meeting is during a state of emergency; and
  - as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Agenda Requirements

Agendas must be publicly accessible and distributed in advance to those who request copies

Agenda must be posted on Agency's website



Agenda Requirements

No discussion or action on items not on the posted agenda

- Absolute rule for *special* meetings
- Exceptions for *regular* meetings

Agenda Requirements – Exceptions

- **Items not on the posted regular meeting agenda can be discussed and acted upon if:**
  - Item came to the agency's attention after the agenda was posted and
  - There's an emergency or immediate need to take action before the next meeting
  - Two-thirds vote required



Agenda Requirements

Other Exceptions Allowing Limited Discussion of Non-agenda Items:

- Brief response to public comments
- Questions for clarification / refer to staff
- Brief announcement or report on activities
- Request for future report
- Agree to place item on future agenda
- Emergency situation exists requiring immediate action

Public Participation



The public has a right to speak on:

- **Any item within the subject matter jurisdiction of the body (*regular* meetings only)**
- **A specific item of business on the agenda (*any* meeting, including special and emergency meetings)**

Public Participation



- Not required to “register”
- Rules of decorum permitted
- Time limits okay
- Public agencies ***may not prohibit*** public criticism of the agency or the legislative body
- ***Actual disruption*** of proceedings may warrant removal

Closed Sessions

- **Most common topics:**
  - **Personnel matters**
  - **Labor negotiations**
  - **Real property matters**
  - **Pending, threatened, or contemplated litigation**



Enforcement & Consequences

Civil Action to Invalidate a Decision or Action

- District attorney or any interested person
- Notice and opportunity to cure, with commitment to refrain from alleged violation
- If not cured and there is subsequent court action, challenger can recover ***attorneys' fees and costs***

Enforcement & Consequences

Criminal Prosecution

- Brought by the district attorney
- There must have been an ***action taken at a meeting*** in violation of the Brown Act, ***with intent*** to deprive the public of information
- Misdemeanor

Group 3: Gifts, Perks & Misuse of Public Funds

Gifts & Perks

§ **Principles:**

- Don't use your office for personal gain
- Be mindful of perks given because of your office or role
- Perks can create appearance of bias



The Obvious: Do Not Take Bribes

- Do not solicit or accept contributions, things of value or payments in exchange for votes or other official action



The Obvious: Do Not Take Bribes

L.A. NOW

SOUTHERN CALIFORNIA -- THIS JUST IN

« Previous Post | L.A. NOW Home | Next Post »

Former Upland mayor pleads guilty to federal bribery charges

April 26, 2012 | 11:09 am



This post has been corrected. Please see the note below.

Former Upland Mayor John Pomierski pleaded guilty Thursday to bribery involving a scheme to extort money and campaign contributions from businesses seeking permits and other city services.

The Obvious: Do Not Take Bribes

L.A. NOW

SOUTHERN CALIFORNIA -- THIS JUST IN

« Previous Post | L.A. NOW Home | Next Post »

Santa Fe Springs official took bribes while lying to FBI

June 28, 2012 | 3:08 pm

Aa Comments Tweet Like



Santa Fe Springs Councilman Joseph Serrano Sr. repeatedly shook down a medical marijuana dispensary owner who was working as an FBI informant, taking a total of $11,500 in payments in 2010 and 2011, according to a plea agreement released Thursday by the U.S. attorney's office.

Serrano has agreed to plead guilty to one federal count of felony bribery.

The 28-page agreement is the latest example of corruption in a small Los Angeles County town -- and shows the brazen extent to which the Santa Fe Springs official negotiated the cash bribes even after he had been interviewed by FBI agents probing allegations of corruption in the city.

What is a gift?

- A gift is anything of **value** for which the recipient **did not** provide payment or services of **equal or greater value** to the donor

Gifts Don’t Always Have Bows

- **Meals, food and drink** (including receptions)
- **Entertainment** (tickets to concert and sporting events)
- **Certain Raffle Prizes**
- **Free Travel and lodging**



Gift Reporting and Gift Limit

- **Report:**
  - All gifts worth $50 or more
  - Can be several gifts from same source given within one calendar year
- **Do not accept:**
  - Gifts from a single person or entity worth more $630 or more
  - Several gifts given in same calendar year count
- **This limit is raised every odd-numbered year to account for inflation**

Gift Rules Apply to…

- Elected officers of the City – Mayor and Councilmembers
- City Manager, City Attorney, and other officials who manages public investments
- Candidates for City Council
- Commissioners and anyone else listed in the City's conflict of interest code
- Consultants who act in a staff capacity or have the ability to make certain city decisions

Gift Exceptions: Relationships



- Existing personal or business relationships
- Long term relationships (BFFs)
- Bona fide dating relationships

Gift Exceptions: Families

- Spouse
- Minor child
- Parent (& Parent-in-law)
- Sibling (& Sibling-in-law)
- Grandparent
- Grandchild
- Niece / Nephew
- Aunt / Uncle
- First cousin
- Spouse of any of these



Holiday Exception to Gift Rules



- Gifts exchanged between Form 700 Filers and another individual, other than a lobbyist, on holidays, birthdays, or similar occasions
- Gifts exchanged must not be substantially disproportionate in value

Gift Exceptions: to and from the Public Agency

- Payments made to the public agency
- Public agency-provided tickets or passes
- Employee raffle or gift exchange
- Gifts from public agencies to agency officials
- Group gifts



Other Exceptions to Gift Rules

- Home hospitality
- Contest prizes
- Awards or trophies
- Wedding reception food, drink, favors
- Disaster assistance
- Emergency leave credits
- Bereavement offerings
- Inheritance
- Acts of neighborliness or human compassion
- Informational materials at conferences, etc.
- Free admission to conferences
- Unused tickets or passes
- Tickets to non-profit or political fundraiser

Watch Out!

- **Quirky valuation and reporting rules:**
  - Wedding gifts
  - Invitation-only events
- **Gifts in disguise:**
  - Gifts to your family that benefit you
  - Events honoring you
  - Official or ceremonial functions
- **Ask if a question comes up!**



Returned or Donated Gifts

- **A gift is not deemed "accepted" or "received" if, within 30 days after receipt:**
  - the gift is not used and is returned to donor;
  - the donor is reimbursed; or
  - the gift is donated to charitable organization or government agency without claiming a tax deduction

Disclose or Refuse

Disclose	Refuse
• $50 or more • Track • Fair market value	• Refuse (must if > $630) • Return • Donate

Honoraria

- **Honorarium = a payment made in consideration for…**
  - giving a speech,
  - publishing an article, or
  - attending a conference, meeting, event, etc.
- **As a public official, you <u>cannot</u> accept honoraria**
- **Limited exceptions apply**



Loans



- You cannot borrow more than $250 from other agency officials, employees, consultants or contractors
- Loans of $500 or more from anyone else must be in writing
- Unpaid loans may become a gift

Loan Exceptions

- **You usually don't need to worry about:**
  - Your mortgage (or other loans obtained from banks or financial institutions)
  - Your credit cards
  - Loans from family members



No Free or Discounted Transportation

- **No free travel from transportation companies**
  - Cal. Const. art. XII § 7
- **Only applies to public officers**
- **Exclusion for frequent flyer mileage and discounts given unrelated to your official position**



Do Not Use Public Resources for Political or Personal Purposes

- No Mass Mailings
- No Personal Use of Staff
- No Personal Purposes
- No Campaign Use

Mass Mailing Rule

- **Newsletters or other mass mailings cannot be sent at public expense**
  - A mass mailing is: (a) the delivery of a tangible item, (b) that "features" an elected official, (c) at public expense, (d) in a quantity of 200 or more, (e) in a calendar month. (Government Code §§ 89001- 89003)
- ***Do not single out an elected official by photograph or signature***
- Websites are NOT a mass mailing because they are not a "tangible item"

No Campaign Use of Public Agency Resources or Staff

- **Cannot use public agency staff or resources to help a campaign for a ballot measure or a candidate**
  - Equipment – no use of copying machines, phones, computers, etc.
  - Office space – no free use of office space or meeting rooms to meet and plan campaign events
  - Staff assistance – no use of secretaries to, for example, prepare and send out letters supporting a candidate or ballot measure

Prohibition on Gifts of Public Funds

- **A public agency cannot give away public funds or anything of value for free**
  - There must be consideration (i.e., a contract)

    OR

  - The grant must serve a "public purpose" of the donating agency



Penalties for the Misuse of Public Funds

- No reimbursement
- Restitution to the agency
- Up to $5,000 per violation
- Own attorneys' fees ($3,000-$30,000)
- Others' attorneys' fees (for private actions to enforce law)
- Up to four years in jail
- Permanent disqualification from office



Group 4: Fair Process Laws

Group 4: Fair Process Laws

Due Process and "Common Law" Conflicts of Interest

Qualifications for Office and Incompatible Offices

Competitive Bidding

The Due Process Clause

- **“No person shall be ... deprived of life, liberty, or property, without due process of law . . . .”**

U.S. Constitution amendment V

Due Process in Local Government

- **The Due Process Clause is implicated whenever a city conducts a public hearing:**
  - Land use permits – CUP, Variance, Tentative Subdivision Map
  - Annexation requests
  - License revocations
  - Terminating or disciplining employees

What does “Due Process” Mean?

- Reasonable **notice &**
- A reasonable **opportunity to be heard**
- Before an **impartial decisionmaker**



An Impartial Decisionmaker

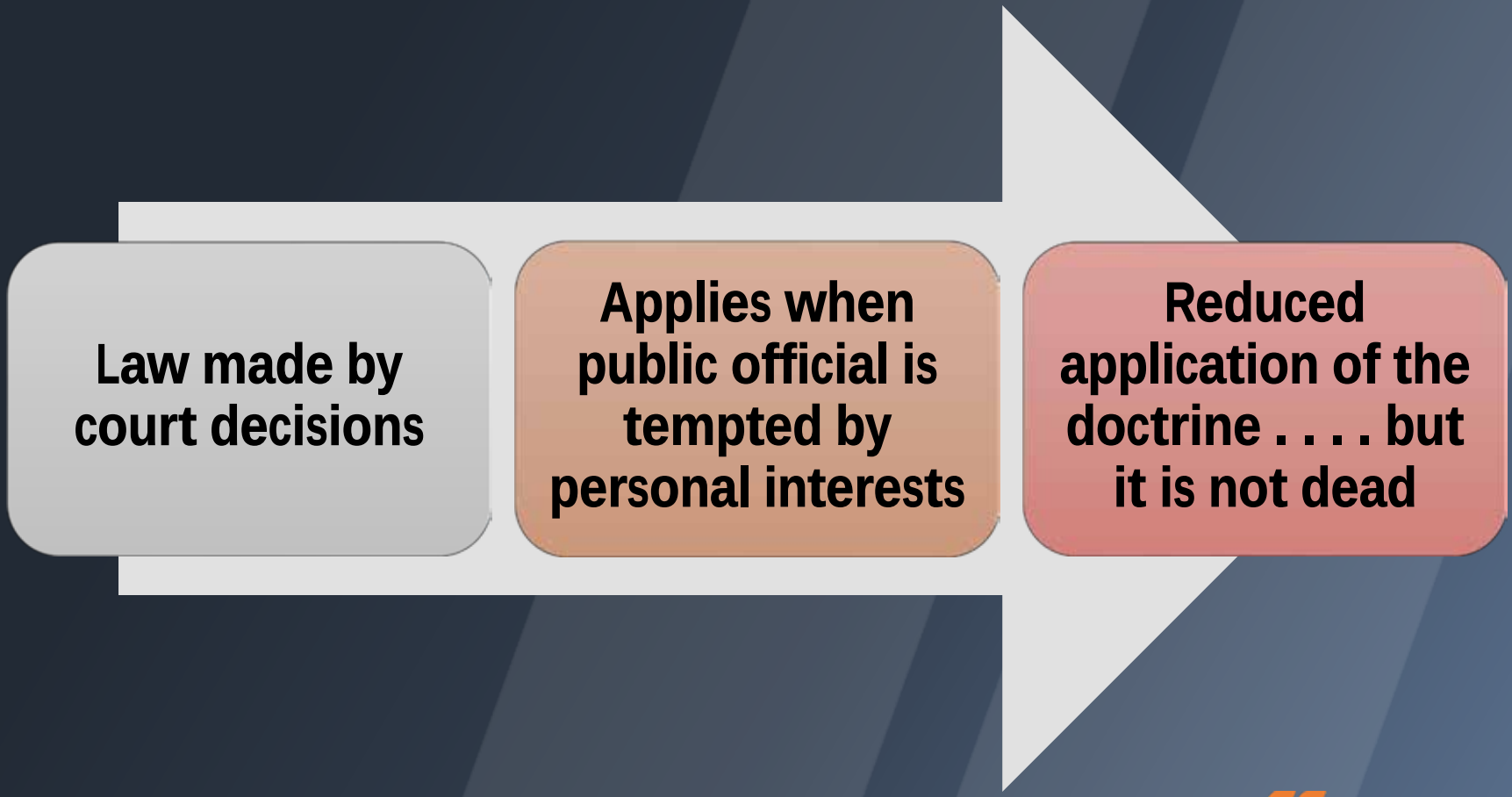
- Pre-existing views on the general policy issues related to a matter do not create disqualifying bias
- Due process does not require that the decisionmaker be an "intellectual eunuch" – someone with no views or opinions at all

- Andrews v. Agricultural Labor Relations Board (1981)

An Impartial Decisionmaker

- **Disqualifying bias requires:**
  1. Concrete proof of a specific prejudice against a person affected by the decision
  2. Bias which is sufficient to impair the decisionmaker's ability to decide the matter on appropriate grounds
  3. The bias matters to the decision.

Common Law Doctrine Against Conflicts of Interests



Common Law Conflict Case Study: *Clark v. Hermosa Beach*



Lessons from the *Clark* case

Why no violation of the Political Reform Act?

Month-to-month tenancy is not an interest in real property under Political Reform Act

Public officials should not participate in decisions that affect their personal interests

Requirement for objective & unbiased decisionmakers

Bias: *Nasha v. City of Los Angeles*

- Planning commissioner wrote an article in a homeowners' association newsletter, calling a proposed project a "threat to a wildlife corridor"
- Court found "unacceptable probability of actual bias"
- Because three votes were required to sustain the appeal, the commissioner's tainted vote was decisive



OFHA

Newsletter

Fall 2001

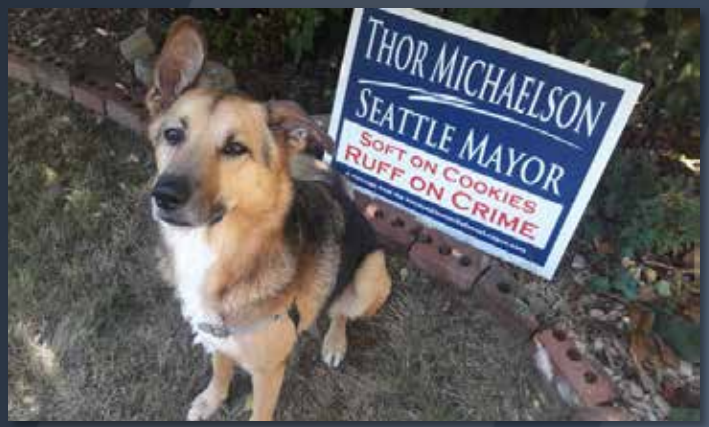
Solace in the Woods

Possessory Interest Tax Exemption Bill Passes

Annual Meeting on February 23rd, 2002!

Bias: Fairfield v. Superior Court

- Campaign statements do not disqualify a councilmember from voting
- The courts expect local elected officials to express their views to their constituents on issues of policy and public controversy



Tips for Decisionmakers



- If you think you cannot be fair, don't participate
- Avoid statements before the close of a hearing that suggest your mind is made up
- Make your decision based on the evidence presented at the hearing – from staff, the parties, and the public – not beforehand

Tips for Decisionmakers



- If you make private site visits, don't make any commitments to applicants or neighbors
- Disclose at the hearing any "off-the-record" information you have obtained
- Fair hearing procedures prohibit receipt of information or comments via email or text during a meeting

Anti-nepotism

- **Disqualification from participating in decisions affecting family members**
- **Anti-nepotism policies such as:**
  - Limitation on appointment or promotion into a department in which a relative already holds a position if:
    - Supervisor-subordinate relationship
    - Performance of shared duties on same or related work assignments
    - Same immediate supervisor
  - No employment of a public officials immediate family during public official's term of office
- **City's adopted personnel rules preclude personal relationship with a subordinate employee that might interfere with the exercise of impartial judgment in decisions affecting the City or any employees of the City.**

Conditions to Holding Office: Residency within Jurisdiction

- An elected official must be an “elector” of the local agency
- An “elector” must be a U.S. citizen & resident of an election precinct
- Registered to vote in the city/district
- Maintain principal residence (domicile) in city/district

Residency within Jurisdiction

- If during your term of office, you move your domicile to somewhere outside the public agency's limits, you cease to be an elector
- If you cease to be an elector, your office becomes vacant (Gov. Code Section 36502)



"Incompatible" Offices



- Cannot hold two incompatible offices!
- Applies to public offices, not employment
- Loss of first office upon acceptance of incompatible office

“Incompatible Offices”

§ **Examples:**

- City councilmember & school board member
- District Board member & fire chief
- Public utility district member & board of supervisors member
- Water replenishment district board member & and city councilmember

Competitive Bidding

- **Required by State Law**
- **Principles:**
  - Everyone has right to compete for agency's business
  - Competition produces the best price for taxpayers
  - Prevents favoritism, extravagance, fraud



Competitive Bidding



- **Contract goes to lowest responsive, responsible bidder**
- **Exceptions**
  - Emergencies
  - Small contracts
  - Financial, engineering, legal services
  - Professional services

Questions to Ask

- What would the reasonable person think?
- Are you comfortable with how your action will be reported in the press?
- Is this how you want to be remembered?



Thank you!

David G. Lim
dlim@rwglaw.com






Policy Role in Land Use Planning

Eric Nelson
Planning Commissioner
City of Dana Point

Mark Teague, AICP
Principal Advisor Land Use & Environmental Strategies
PlaceWorks

Mayors & Council Members Academy

January 22, 2026 : 9:00 AM

IMAGINE…AT YOUR FIRST MEETING



A BRIEF INTRODUCTION TO PLANNING

Seeing the future is hard

The public believes the future is now

All planning is local

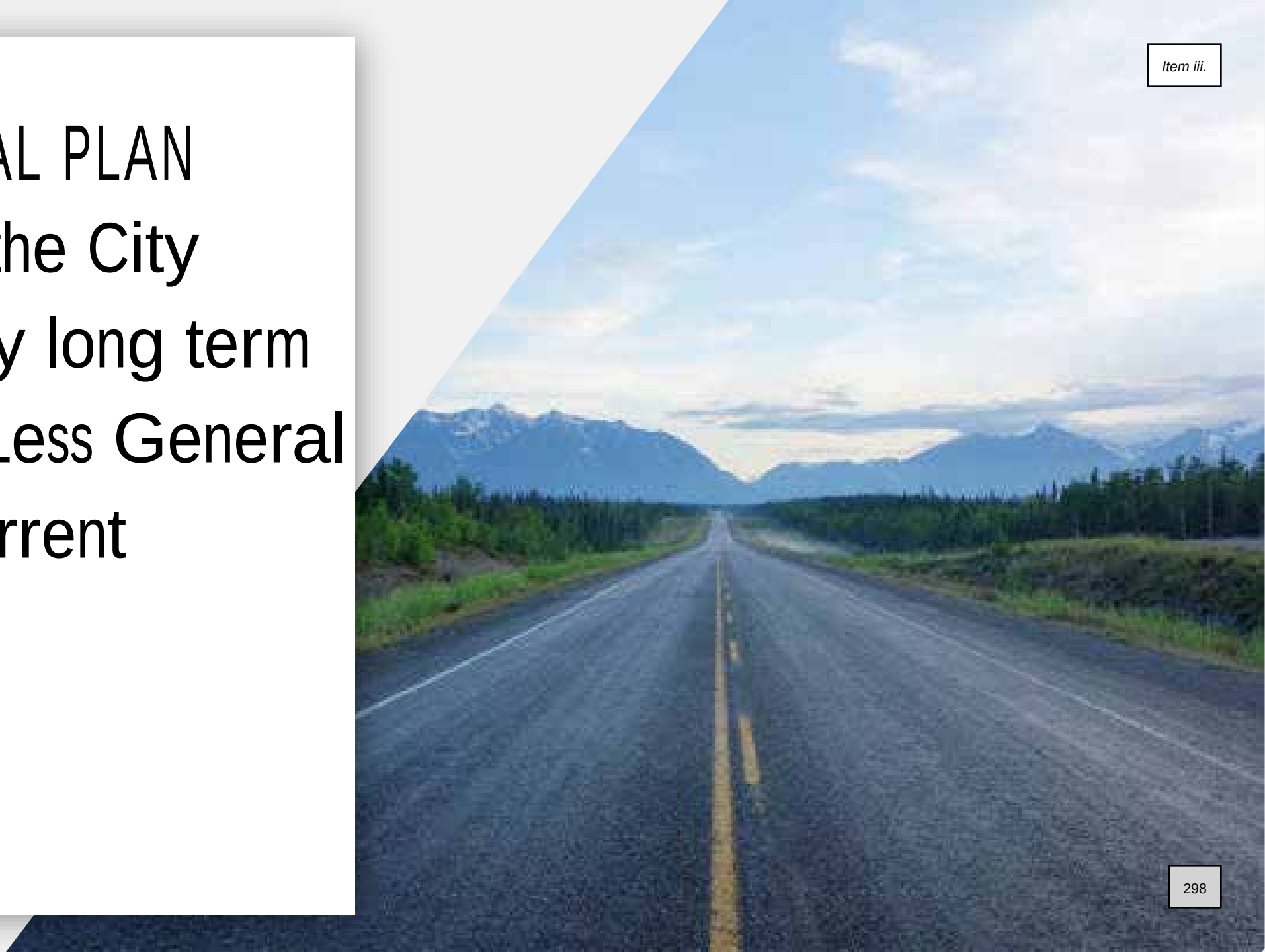


TOOLS OF THE TRADE

GENERAL PLAN
SPECIFIC PLANS
ZONING
OTHER REGULATIONS & TOOLS
CEQA (YES, SERIOUSLY!)

GENERAL PLAN

- Vision for the City
- Mostly very long term
- Becoming Less General
- Keep it Current



REQUIRED GENERAL PLAN ELEMENTS

1. Land Use
2. Circulation
3. Open Space
4. Conservation
5. Housing
6. Noise
7. Safety

Depending on Circumstances

1. Environmental Justice
2. Air Quality

EXAMPLES OF "OPTIONAL" ELEMENTS

- Parks and Recreation
- Sustainability
- Public Health
- Economic Development
- Public Facilities and Services
- Implementation



SPECIFIC PLANS

Implements the goals and policies of the General Plan for a specific area

Contains standards for land use densities, streets, and other public facilities in greater detail than the general plan map and text

ZONING

The pointy end of the stick.

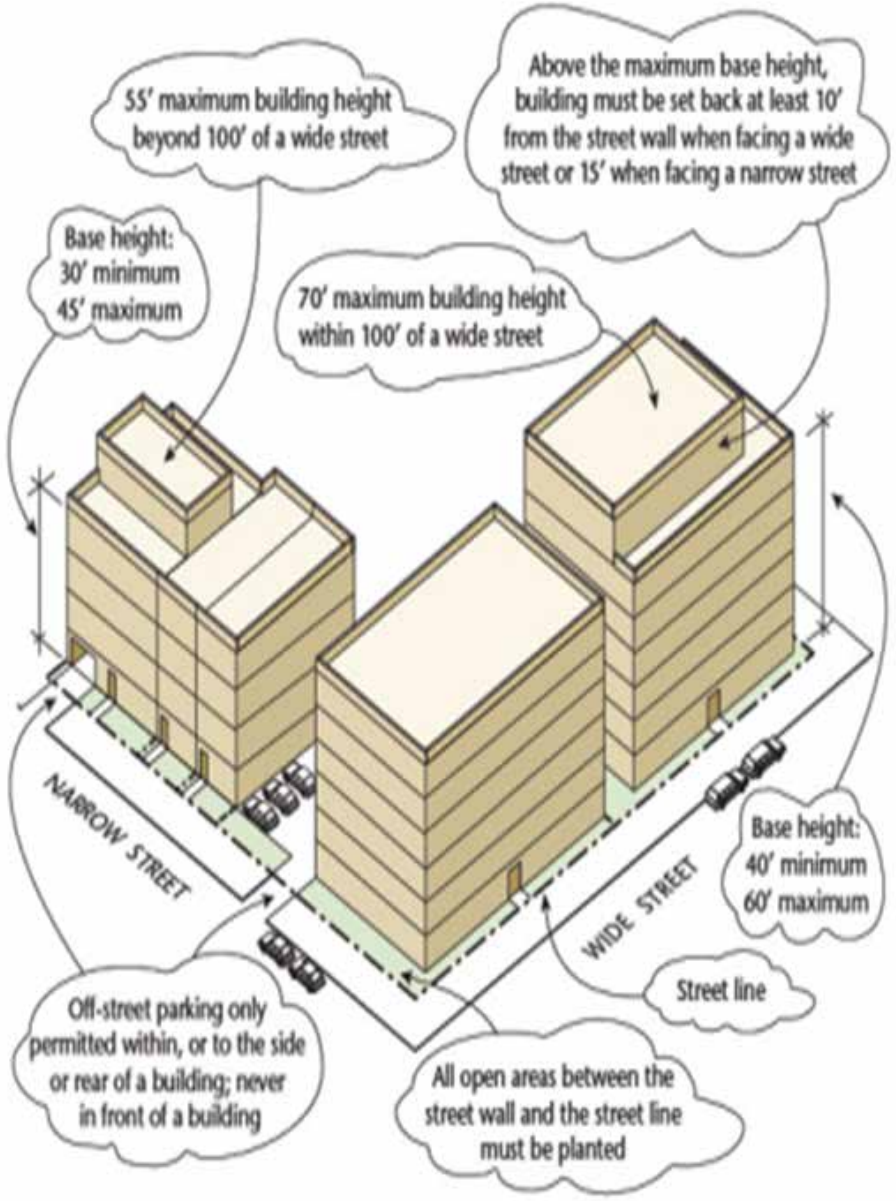
- **The General Plan's implementation tool**
- **Divides the city into various zoning districts**
- **Identifies different land uses permitted and allowed in each district**
- **Euclidian and Form-Based (hybrid too)**



EUCLIDIAN ZONING

Establishes Detailed Standards

- Building uses
- Building size (height, lot coverage and setbacks)
- Landscaping
- Signs and billboards
- Parking requirements
- Other performance standards



FORM-BASED ZONING

Establishes Detailed Standards

- Building uses
- Building size (height, lot coverage and setbacks)
- Landscaping
- Signs and billboards
- Parking requirements
- Other performance standards

Main Street-Medium (MS-M)

40.13.120 Main Street-Medium



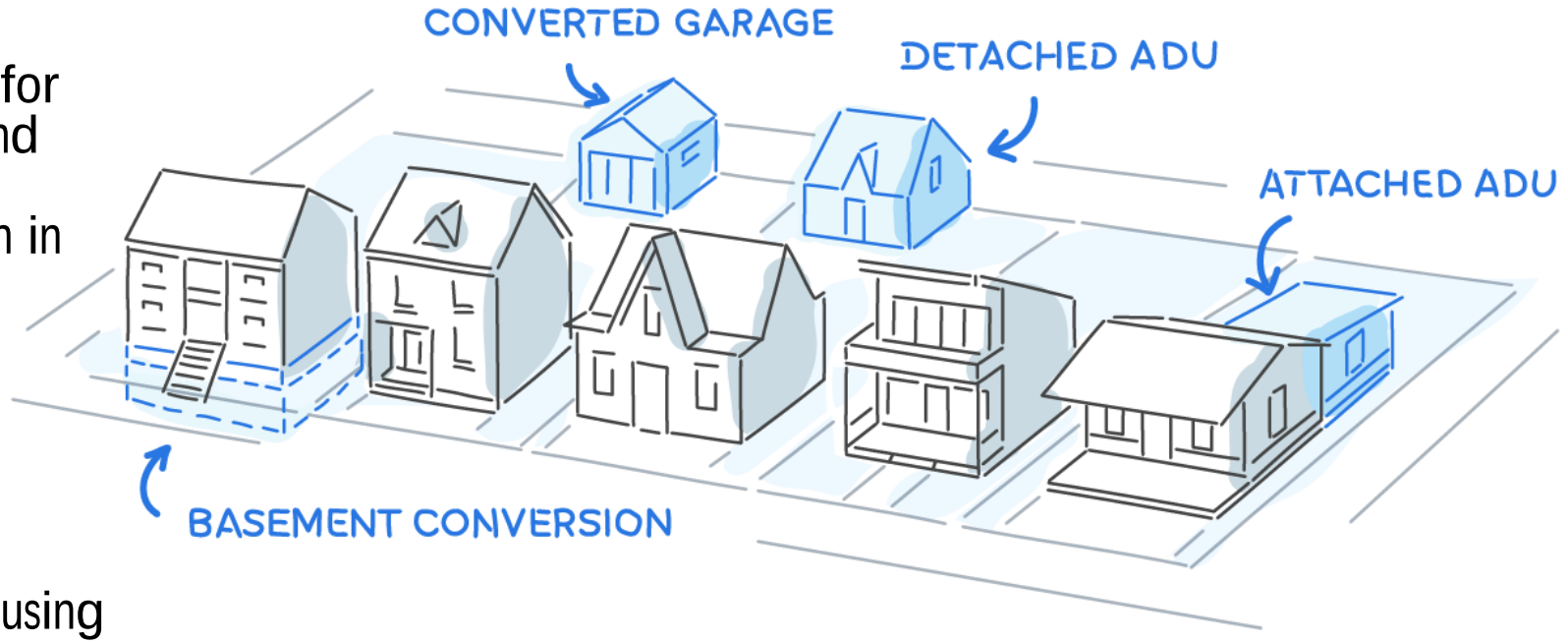
A. Intent	
A walkable, vibrant district of medium footprint, moderate-intensity mixed-use buildings and housing choices from Main Street Buildings to Courtyard Buildings and Townhouses, supporting and within short walking distance of neighborhood-serving ground floor retail, food and services, including indoor and outdoor artisanal industrial businesses.	Medium Building Size
	Primarily Attached Buildings
	Medium Building Site Width
	Medium Building Footprint
	Small-to-None Front Setbacks
	Small-to-None Side Setbacks
	Up to 4 Stories; Up to 5 stories, see Figure 40.13.070.A (Zoning Map).
	Min. 14' Ground Floor Ceiling Height
The following are generally appropriate form elements in this zone:	Forecourts, Shopfronts, Terraces, Galleries, Arcades

B. Sub-Zone(s)
None

General note: The image above is intended to provide a brief overview of this form-based zone and is illustrative.

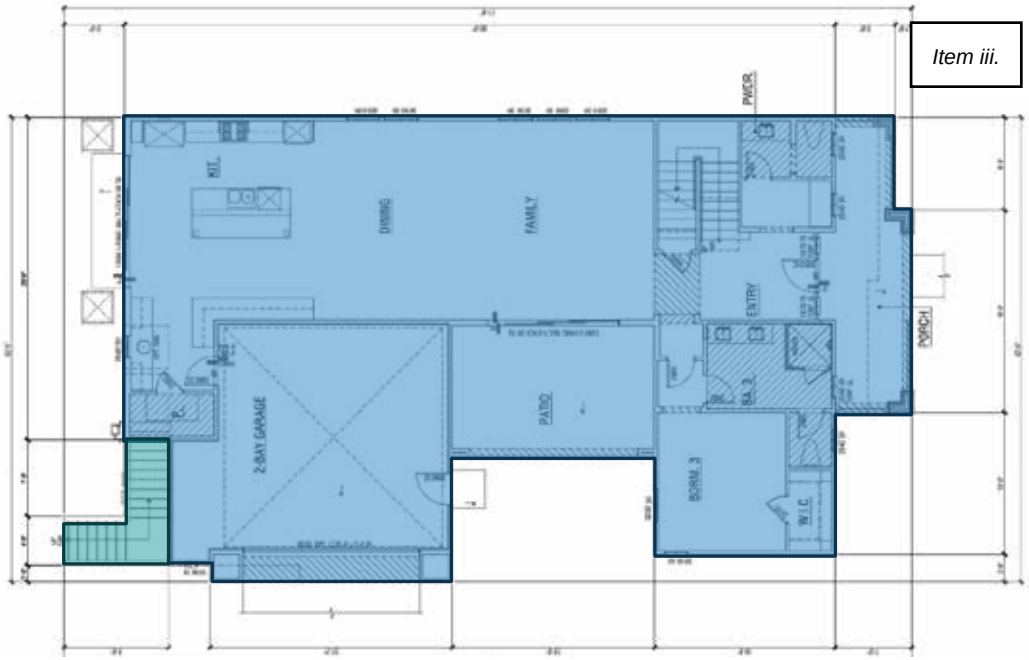
STATE FOCUS ON HOUSING

- SB 330 (GOVT 65589.5(j)(4)) – In essence creates a one-map system for residential land use designations and zoning. This means that residential designations and zoning must match in terms of unit yield.
- Mixed Use is largely baked into commercial zoning depending on location.
- Less emphasis on traditional single-family zoning, more flexibility in housing types.
- State law relying heavily on the General Plan rather than zoning. Be sure your General Plan is current.





Front Elevation



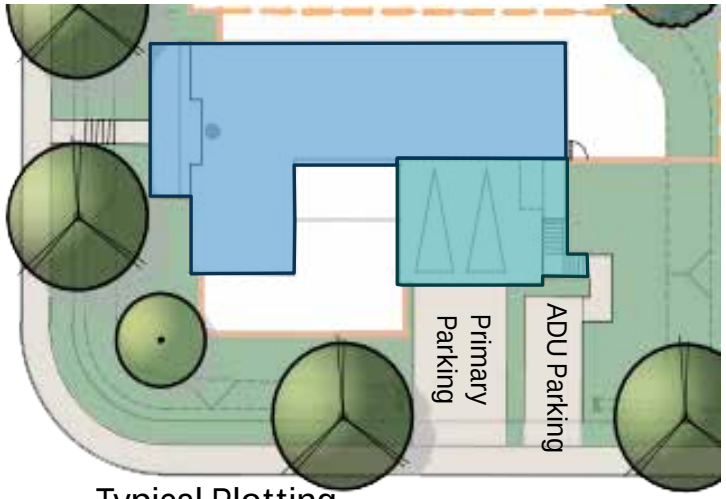
1st Floor

Primary

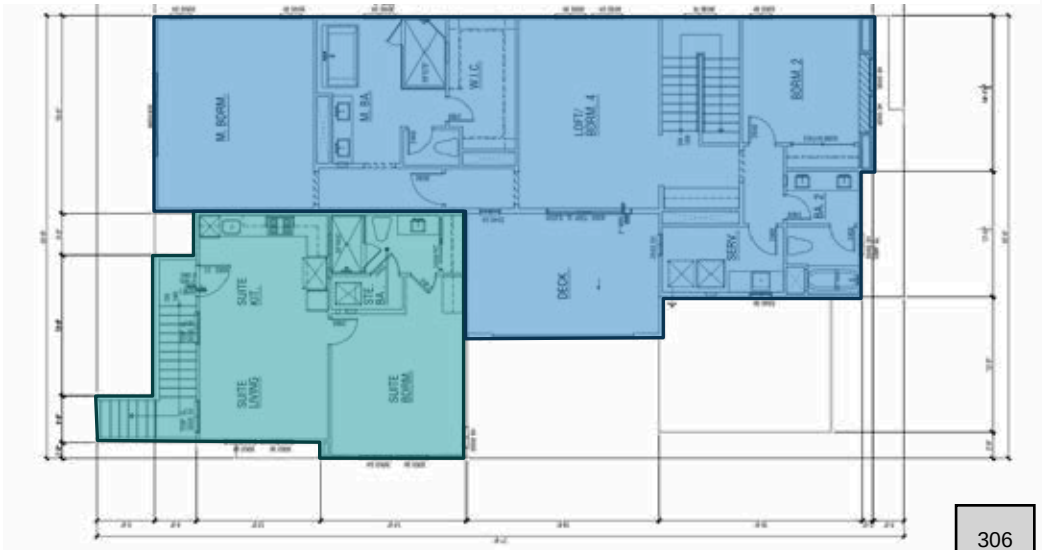
Attached ADU

Dwelling Unit Summary

First Floor - 1,655 SF
Second Floor – 1,366 SF
ADU - 1,300 SF
Min Lot Size – 4,500 SF



Typical Plotting



2nd Floor

EXAMPLE – NEW SINGLE-FAMILY HOME W/ ADU

Single Family Home 1- 10 DU/AC

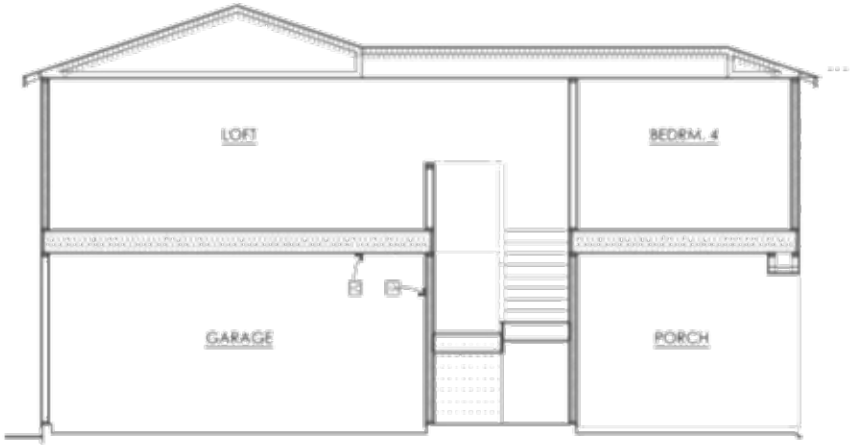
Homeowner Maintained
(lower monthly fixed cost)



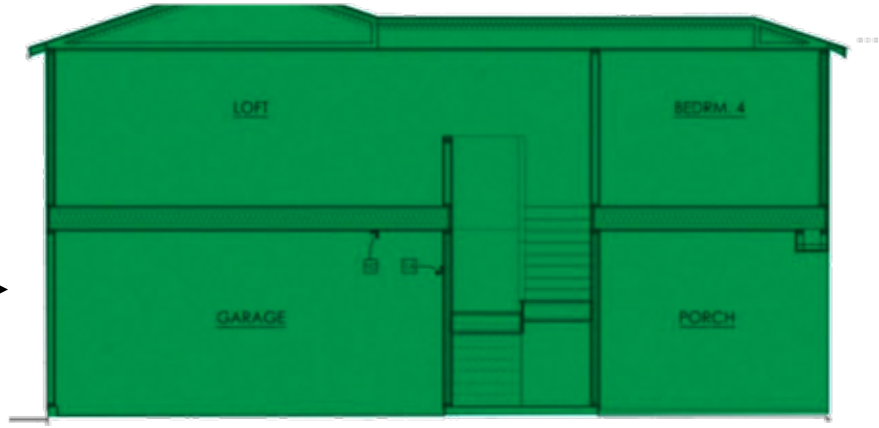
Large Roof f
Solar

- Lowest Cost PSF to Build
- Highest Sales Price
- Limited Complexity
- Rapid Construction
- Quicker Sales Cycle
- Lower Carry Costs
- Less Capital / Carry Costs
- Least Attainable
- Requires More Land
- Least Community Opposition*

Less Complex
Building Envelope



Simple Structure



* Yimby movement has increased opposition to SFR for higher-density housing.

Townhomes (Row Towns)

12-20 DU/AC 2 & 3 Story

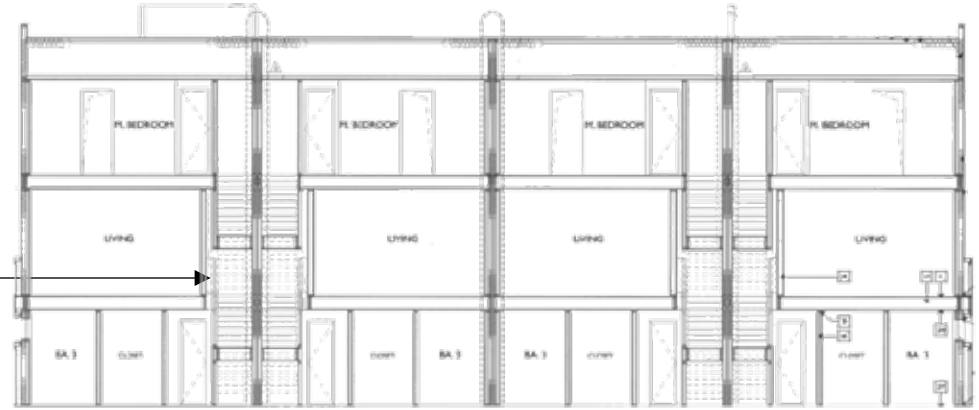
- Moderate Cost PSF to Build
- Lower Sales Price
- More Complex Construction
- Slower Construction Time
- Longer Sales Cycle (more units in same structure)
- Higher Carry Costs (requires more $$ and longer cycle time)
- Increased Costs for HOA & Amenities
- Requires Less Land Per Unit
- Increased Community Opposition

Complex Roof Impacts Solar →



More Complex Building Envelope →

Increased Structure Cost (Fire, Sound, Structural) →



Increased Exterior Maintenance Cost (HOA) →



Townhomes (Flats)

21-30 DU/AC 2 & 3 Story

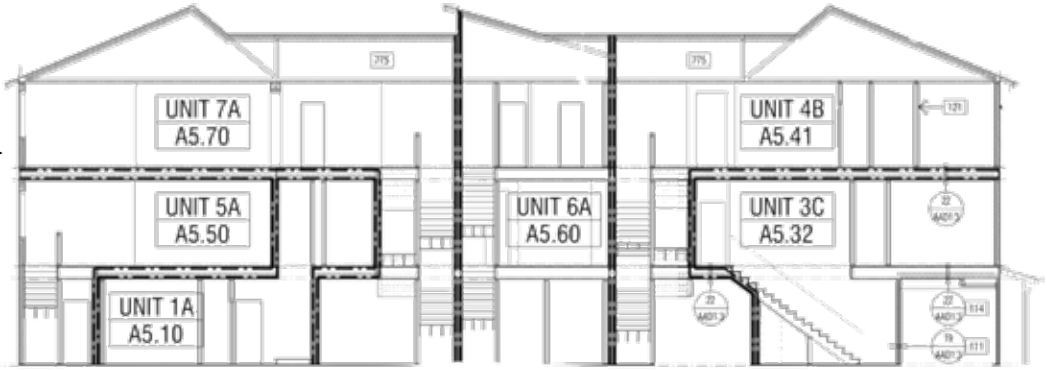
- Highest Cost PSF to Build
- Lowest Sales Price
- Most Complex Construction
- Slowest Construction Time
- Longest Sales Cycle (more units in same structure)
- Highest Carry Costs (requires more $$ and longer cycle time)
- Decreased Costs for HOA & Amenities (more units share exterior)
- Requires Least Land Per Unit (+8 DU/AC vs Row Towns)
- Highest Rates of Community Opposition

Most Complex Roof Impacts Solar →

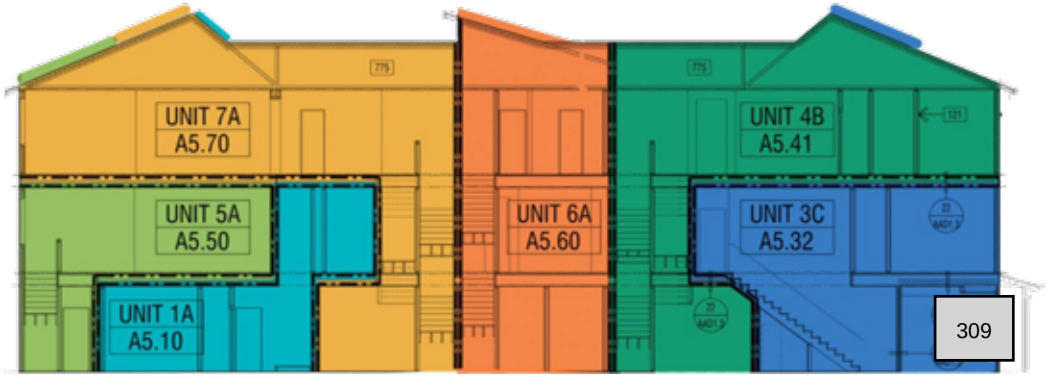


Item iii.

Very Complex Building Envelope →



Increased Structure Cost (Fire, Sound, Structural) →







FLATS & TOWNS AT COVINA BOWL
COVINA, CA
Covina | Flats & Townhomes
From $450,400
Up to 1,827 Sq. Ft.
1 to 3 Beds
1.5 to 3.5 Baths
1 to 2 Car Garage





ROWS AT COVINA BOWL
COVINA, CA
Covina | 3-Story Townhomes
From $702,829
Up to 1,705 Sq. Ft.
1 to 5 Beds
2.5 to 4 Baths
1 to 2 Car Garage

Multiple Housing Types & Market Entry Price

WHAT DO THESE TWO HAVE IN COMMON?





THEY BOTH HAVE A DENSITY OF 30 DUA (DWELLING UNITS PER ACRE)

175 x 165 building

3 stories

60 units

X 3 blds

180 units total

<u>30 units/ acre</u>





50 x 65 building

2 stories

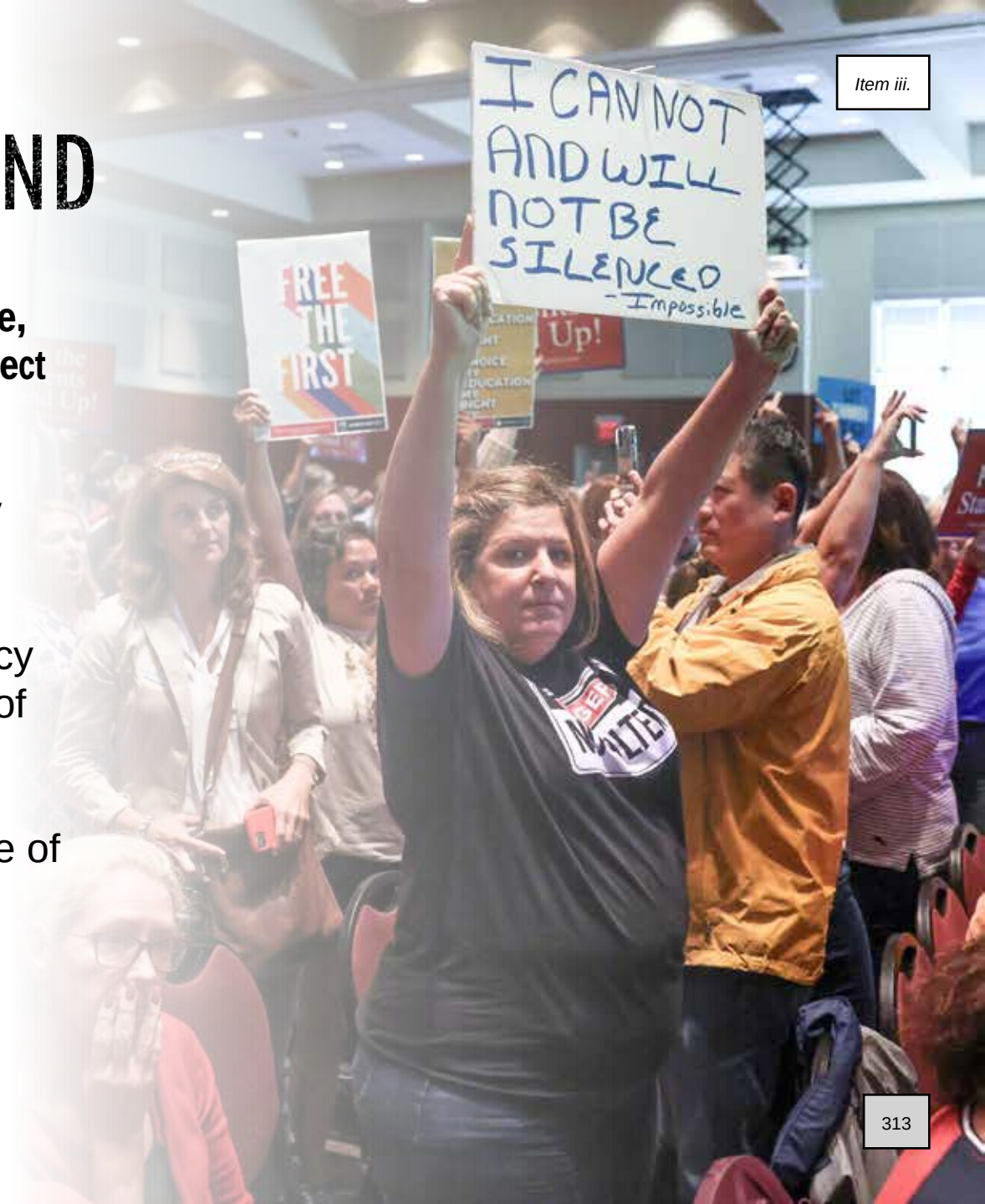
5 units

<u>29 units/ acre</u>

A FEW THINGS TO KEEP IN MIND

PLANS ARE POLICIES and policies, in a democracy at any rate, equals politics. The question is not whether planning will reflect politics but whose politics will it reflect?

- Opposition to a new policy renders it bad; A new policy with no opposition is good, right? Wrong.
- Knowledge and information will make you a better policy maker. The League of California Cities has a plethora of information related to the topics discussed today.
- Change is hard because people overestimate the value of what they have—and underestimate the value of what they may gain by giving that up.



CALIFORNIA ENVIRONMENTAL QUALITY ACT



- Intent of CEQA
- Why does it take so long and cost so much?
- Mitigation Measures
- How to read an EIR
- Showing your work
- Tips to a speedy CEQA process…Really!

THE BASIC PURPOSES OF CEQA ARE TO:

- Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities.
- Identify the ways that environmental damage can be avoided or significantly reduced.
- Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible.
- Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.



THE LITTLE HOOVER COMMISSION…



"CEQA, like any law, can have damaging, often unintended, consequences. It is an expensive and lengthy process that can add years to project timeframes. It can be used for purposes that have little relationship to environmental protection. Its strong bias toward the status quo means that it can be used to block projects that would help improve the environment."



"CEQA debates often serve as proxy battles for a variety of related but distinct policy contests. In particular, CEQA tends to be the battlefield for debates over land-use and local control. This adds an additional challenge to analyzing CEQA, in that it can be difficult to disentangle CEQA from other policy debates."

CEQA STREAMLINING

Declaring of Certain Projects Ministerial

Exemptions and Addendums

Tiering from existing EIR

Supplemental EIR



EXEMPTIONS

Once a lead agency has determined that an activity is a project subject to CEQA, a lead agency **shall** determine whether the project is exempt from CEQA.

Statutory Exemption: Exempt from CEQA by legislative intent. Not always in the CEQA Guidelines.

Categorical Exemptions: Specific actions determined exempt from CEQA, currently 33 of them. They have specific requirements and often studies needed to support them.

Interesting Exemptions: Section 15183 which says "projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified **shall** not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site."

NEW EXEMPTIONS

A Budget…AND MORE!
AB 130 & SB 131

Urban infill housing exemption. Urban housing projects less than 20 acres (less than 5 acres for Builder's Remedy projects) are exempt from CEQA. A tribal consultation process is required and project approval/disapproval is required within 30 days. (AB 130) PRC § 21080.66

Housing Element rezoning exemption. Rezonings that implement Housing Element programs/actions are exempt from CEQA (exceptions: distribution center projects, oil and gas infrastructure projects, natural and protected lands). PRC § 21080.085(a)

Advanced manufacturing exemption. Advanced manufacturing facilities (see definition) in industrial zones are exempt from CEQA (exception: natural and protected lands). PRC Section 21080.69(a)(4)

PAPERWORK IS NOT THE PURPOSE

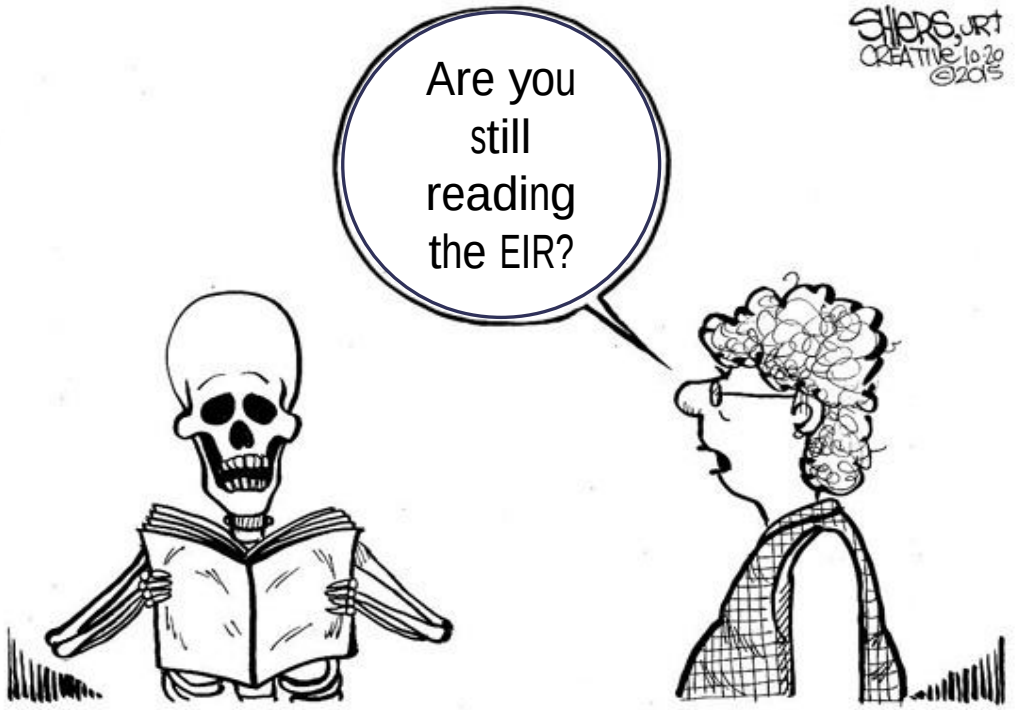
Digital Docs are Still Too Long!

- Reports on solutions to environmental impacts of the project
- Provides environmental alternatives
- No requirement to speculate (on some things)
- Not an advocacy document
- Not an exhaustive study
- Not Perfect
- Not a ‘worst-case’ analysis



WHY DOES CEQA TAKE SO LONG?

- Incomplete project information
- Changing project information
- Statutory review periods
  - 30 – days IS/MND
  - 85 – days EIR
- Timing of Technical Studies
- Having to solve the problem



LATE HITS

- A “late hit” = lengthy comment arriving just before a decision on a project.
  - Intentional delays to review comments
  - Delays decision by requesting additional studies after the CEQA document has been completed
- They happen but don’t let them derail the process.
  - Give your staff time to review
  - Don’t be afraid to postpone a decision
  - Don’t be afraid to make a decision



WHAT TO READ FIRST…

- Final EIR & Errata
- Project Description
- Comment Letters & Responses
- *Findings*
- Staff Report

What to Skim

- Introduction & Setting
- Methodology & Thresholds

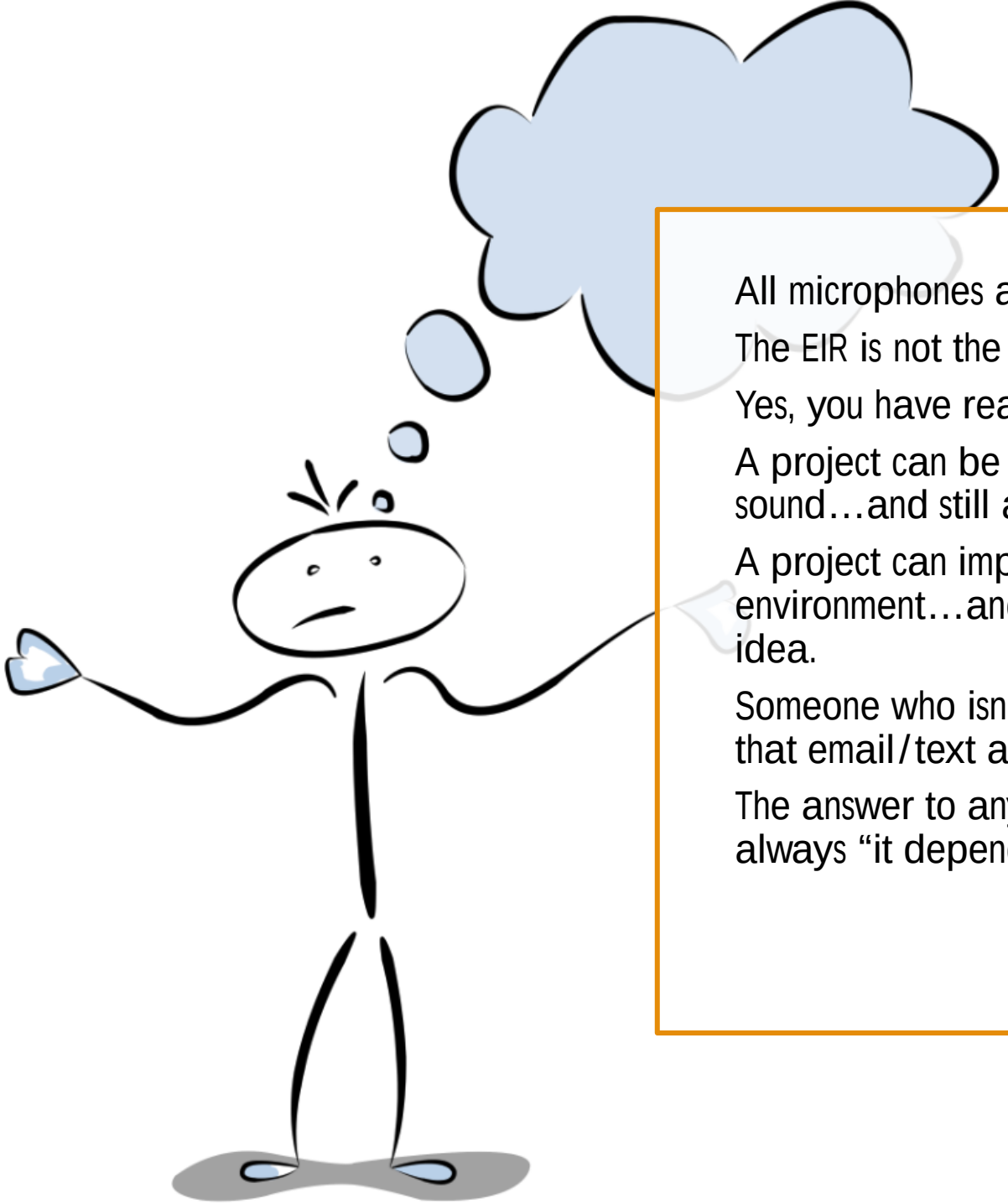


EIR MYTHS



- The EIR will stop the project.
- The EIR will tell me how to vote.
- The EIR will be more expensive than a mitigated negative declaration.
- The EIR will take longer and than a mitigated negative declaration.
- The EIR will be more thorough than a ND/MND.
- The EIR will be challenge-proof.

FINAL THOUGHTS



All microphones and cameras are on.

The EIR is not the project.

Yes, you have read the EIR.

A project can be environmentally sound…and still a bad idea.

A project can impact the environment…and still be a good idea.

Someone who isn't your friend will see that email/text about the project.

The answer to any planning question is always "it depends".






Thank You

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City of Dana Point
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Principal Advisor Land Use & Environmental Strategies
PlaceWorks
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BCFS
PUBLIC AFFAIRS
Bicker, Castillo, Fairbanks & Spitz

Social Media / Digital Communications and Civic Engagement

Cal Cities' New Mayors and Council Members Academy

January 2026

Information Sources 20 Years Ago







Today's Information Diet



We're Addicted to Media!



Per day watching, reading, listening or simply interacting with media

Source: *Statista, December 19, 2025, "Time spent per day with major media in the United States from 2019 to 2026."*



…And We're Addicted to Our Phones!

Americans check their phones…



…times per day!

Source: *Reviews.org, January 1, 2025,, "Cell Phone Usage Stats 2026: Americans Check Their Phones 186 Times a Day."*

Attention Span & Digital Media



Source: *SQ Magazine, Decemberer 4, 2025, "How declining attention spans impact your social media."*

Gen Z's Attention Span…

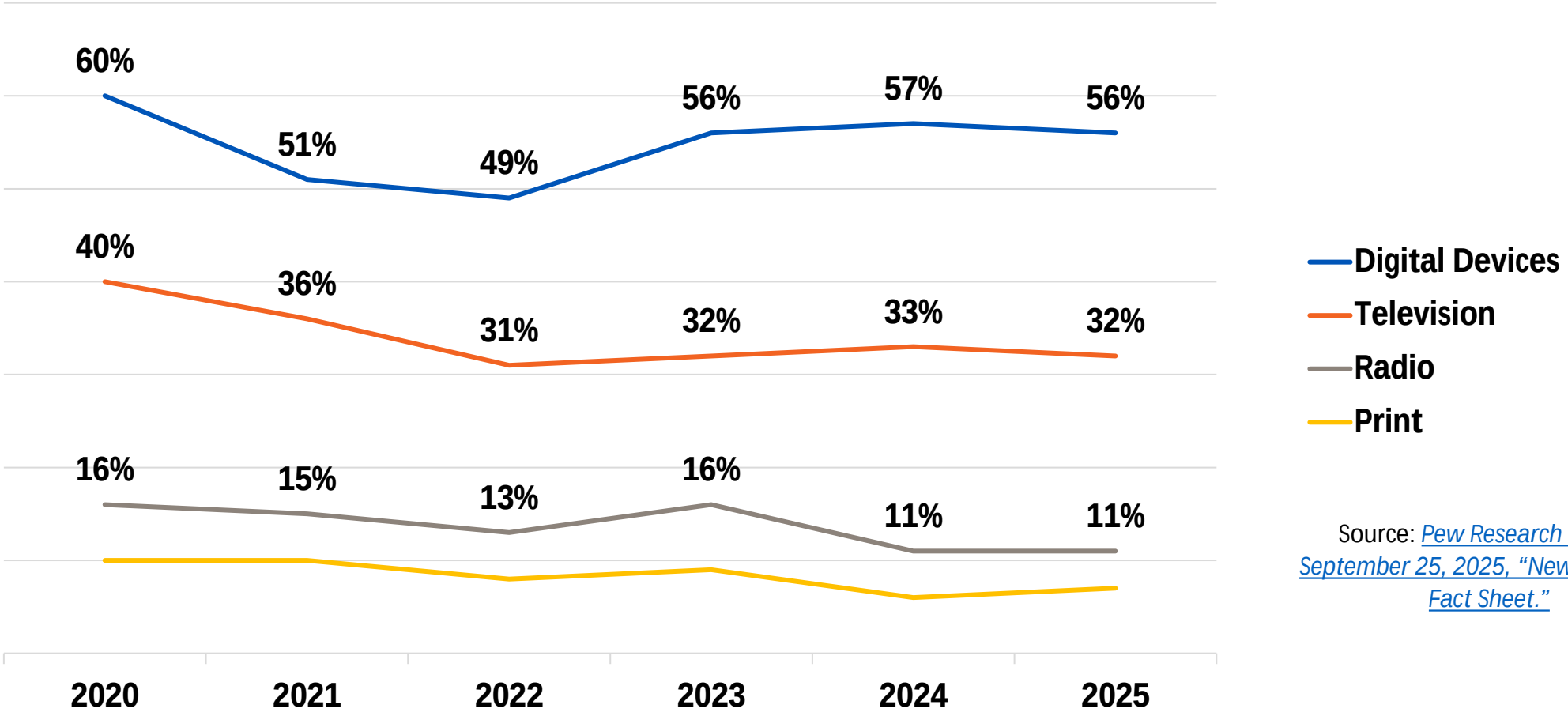
Members of Generation Z lose active attention for ads after…

1.3 Seconds!

Source: *MNTN Research, August 2023, "Audience Deep Dive: Generation Z."*

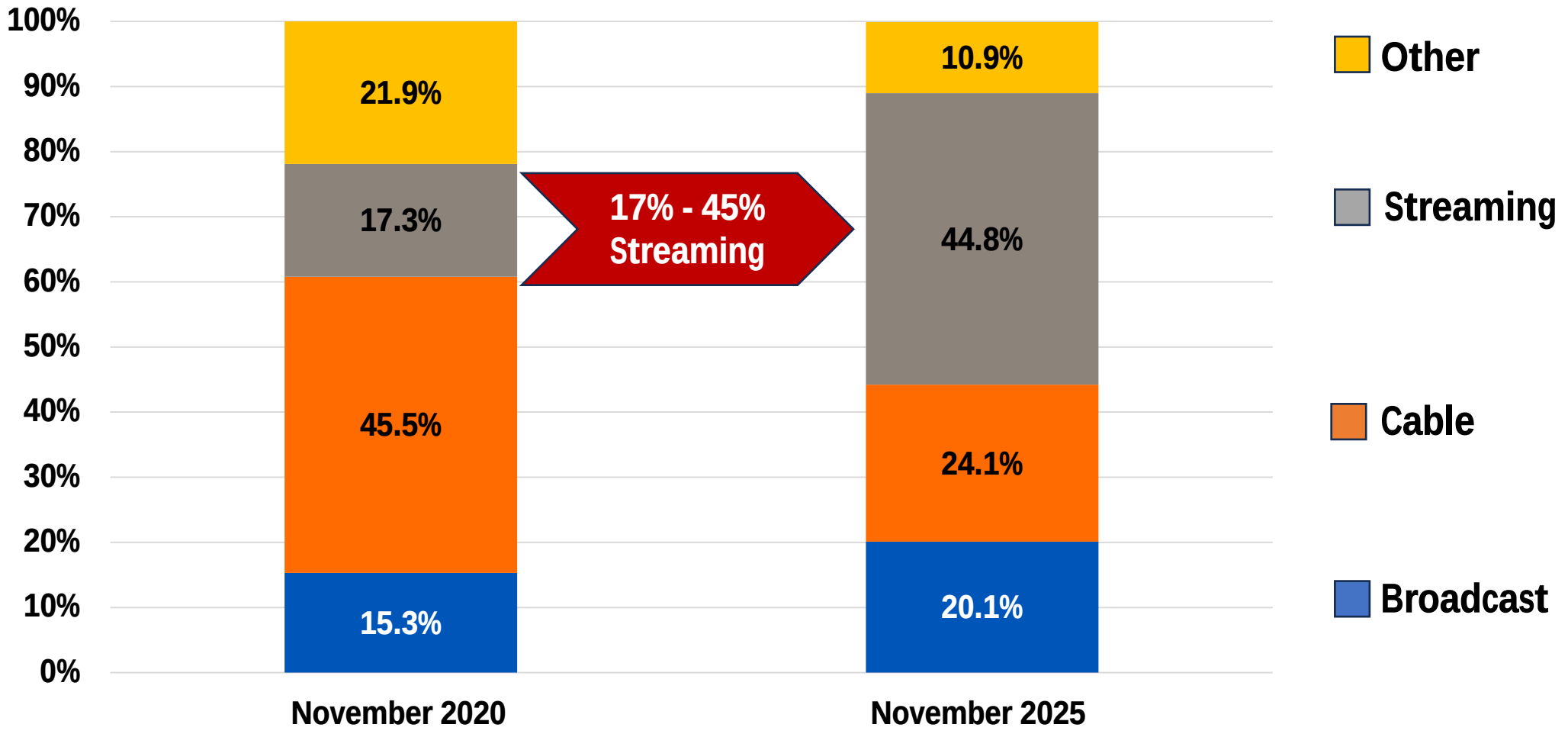
Digital Devices: #1 Way to Consume News

Total % of U.S. adults who say they often get their news from…



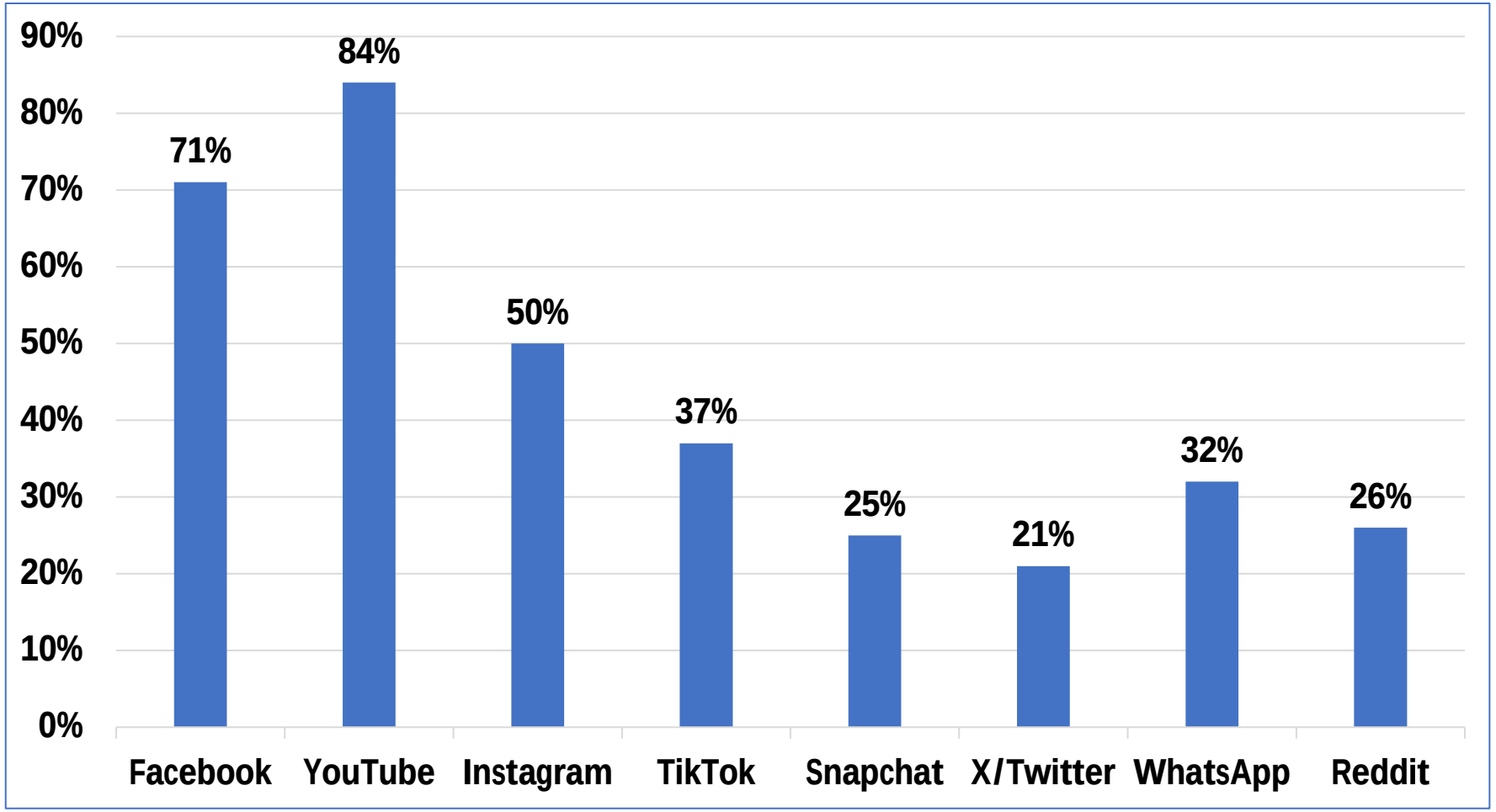
Source: *Pew Research Center, September 25, 2025, "News Platform Fact Sheet."*

Television: Streaming Increasing in Popularity



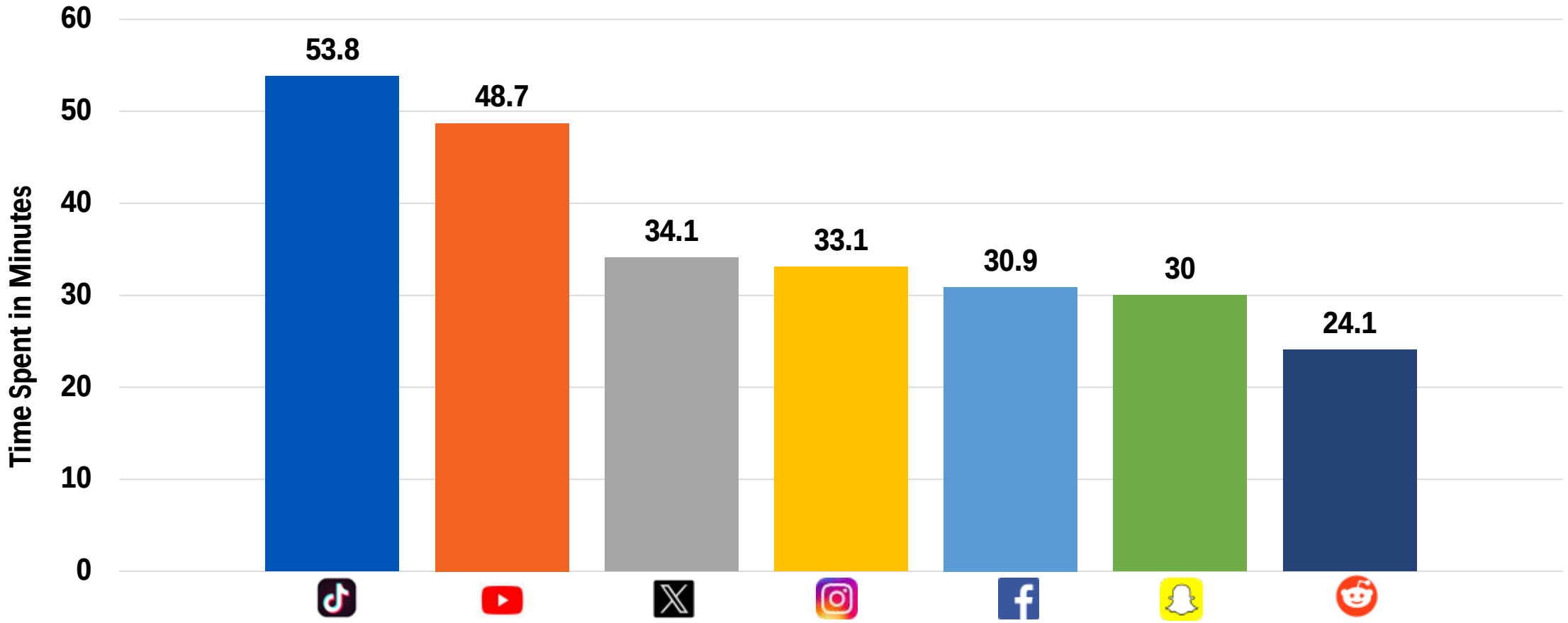
Source: *Nielsen, December 2025, "The Gauge™."*

YouTube is the Most Used Platform



Source: *Pew Research Center, November 2025, "Americans' Social Media Use 2025."*

Average Time Spent Per Day on Social Platforms



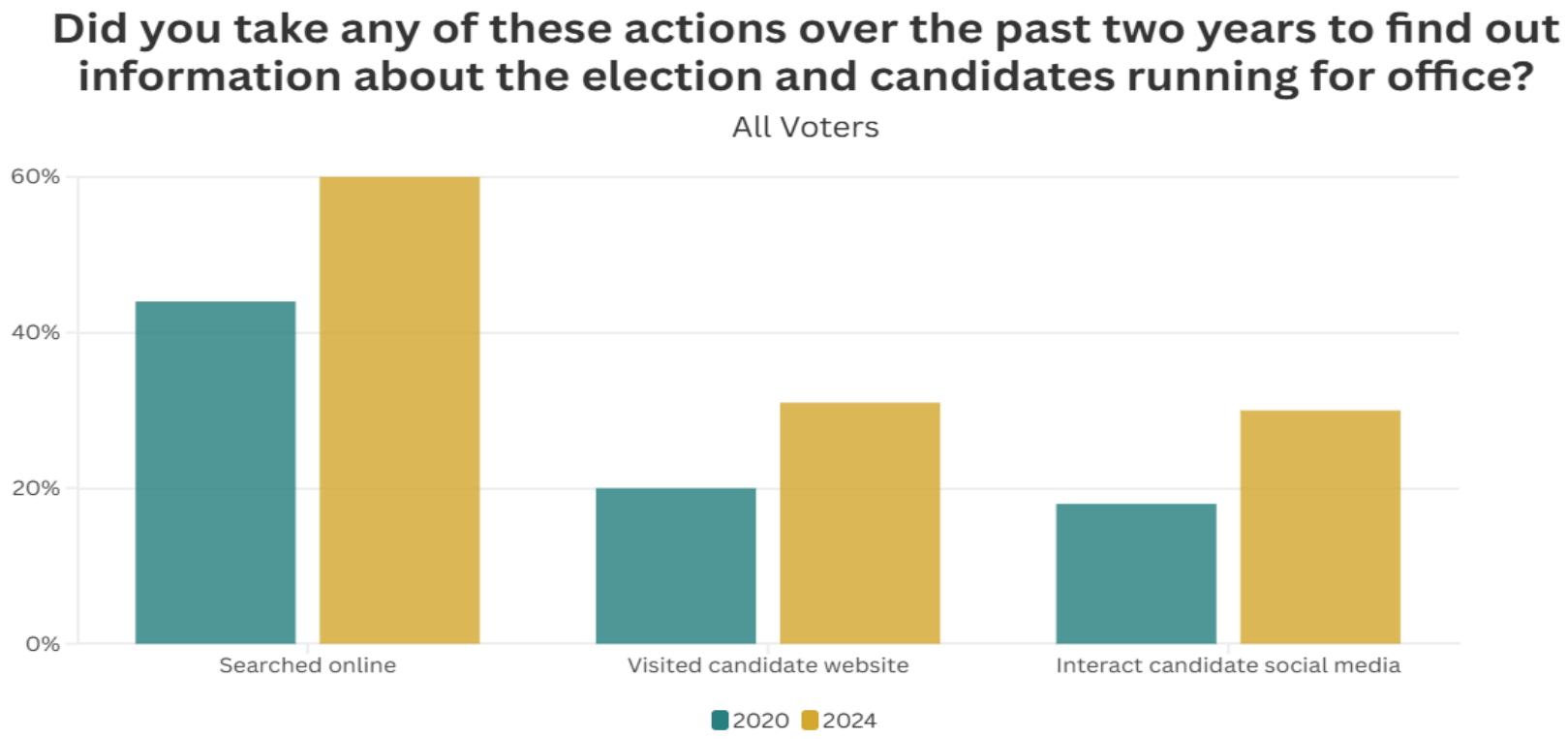
Source: *Statista, September 12, 2023, "Average time spent per day on select social media platforms in the United States in 2023."*

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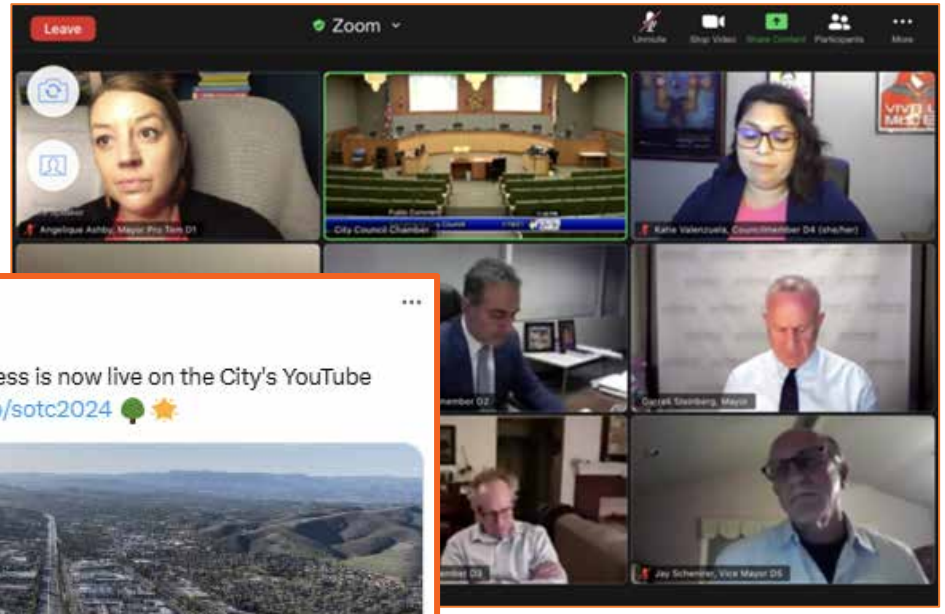
Voters Increasingly Going Online to Research Candidates & Causes

- 52% of U.S. voters sought out information about elections and candidates online
- 31% visited a candidate's website
- 30% used social media

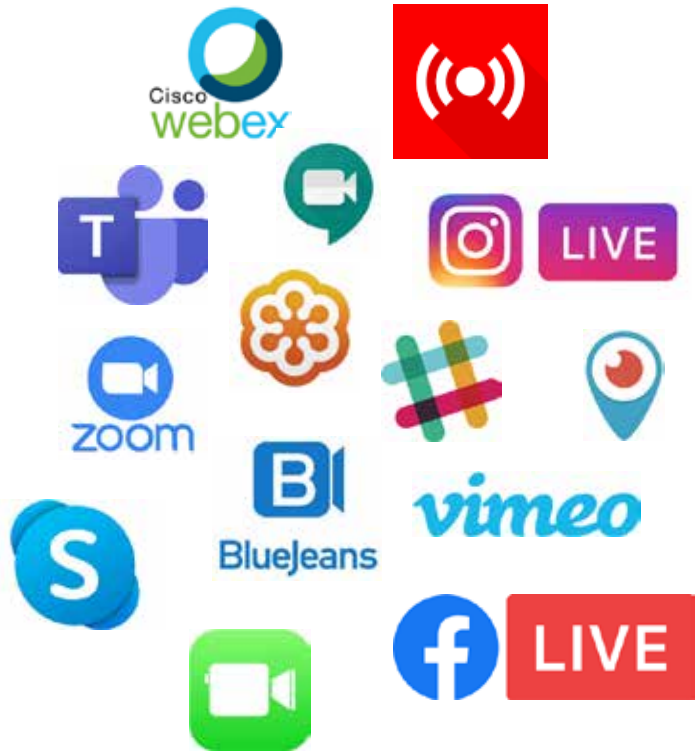
Source: *Center for Campaign Innovation, December 12, 2024, "10 Key Takeaways From Our 2024 National Post-Election Survey."*



Elected Officials & Government Shifting Online

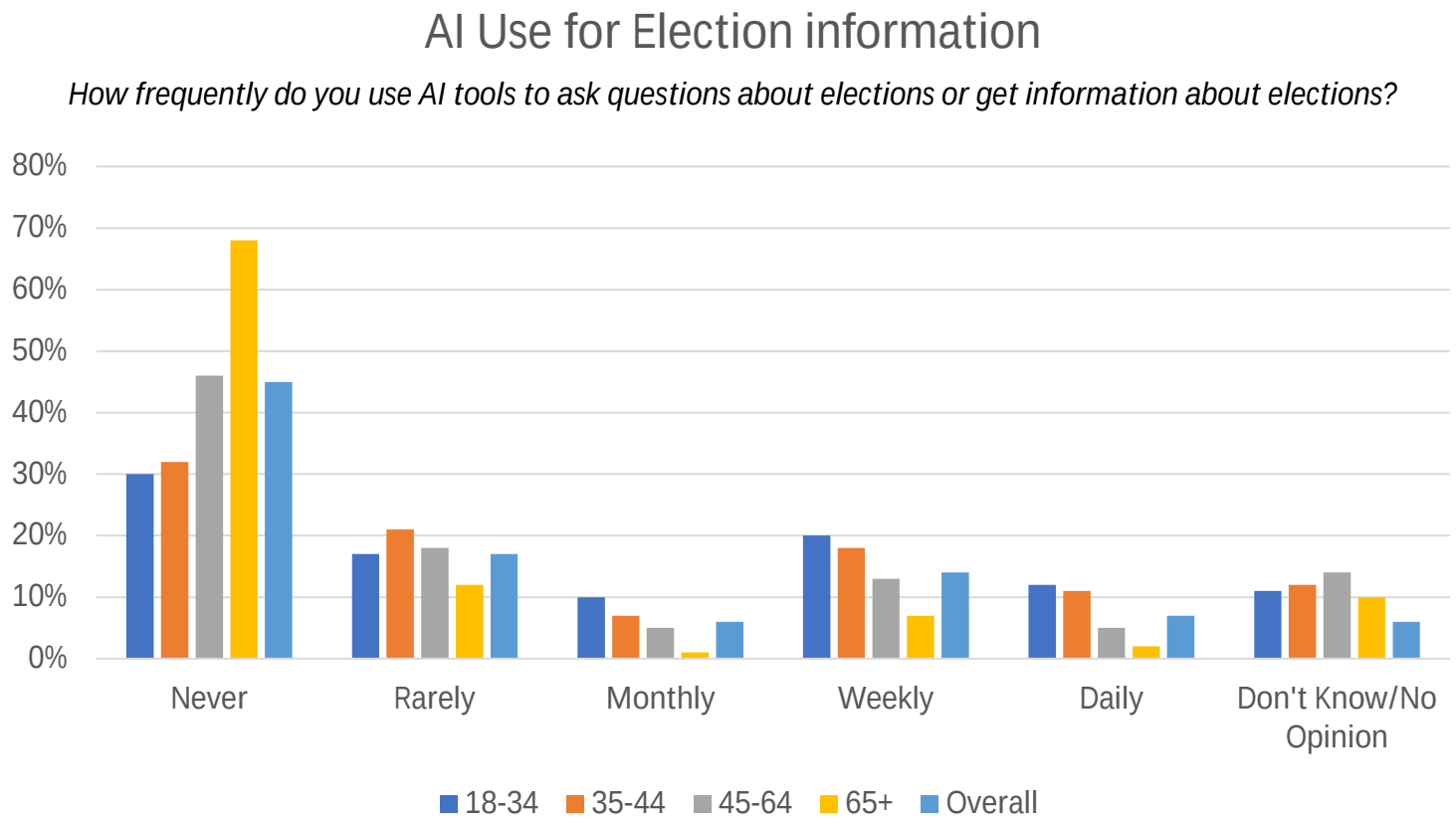






Voters and Governments Increasingly Use AI

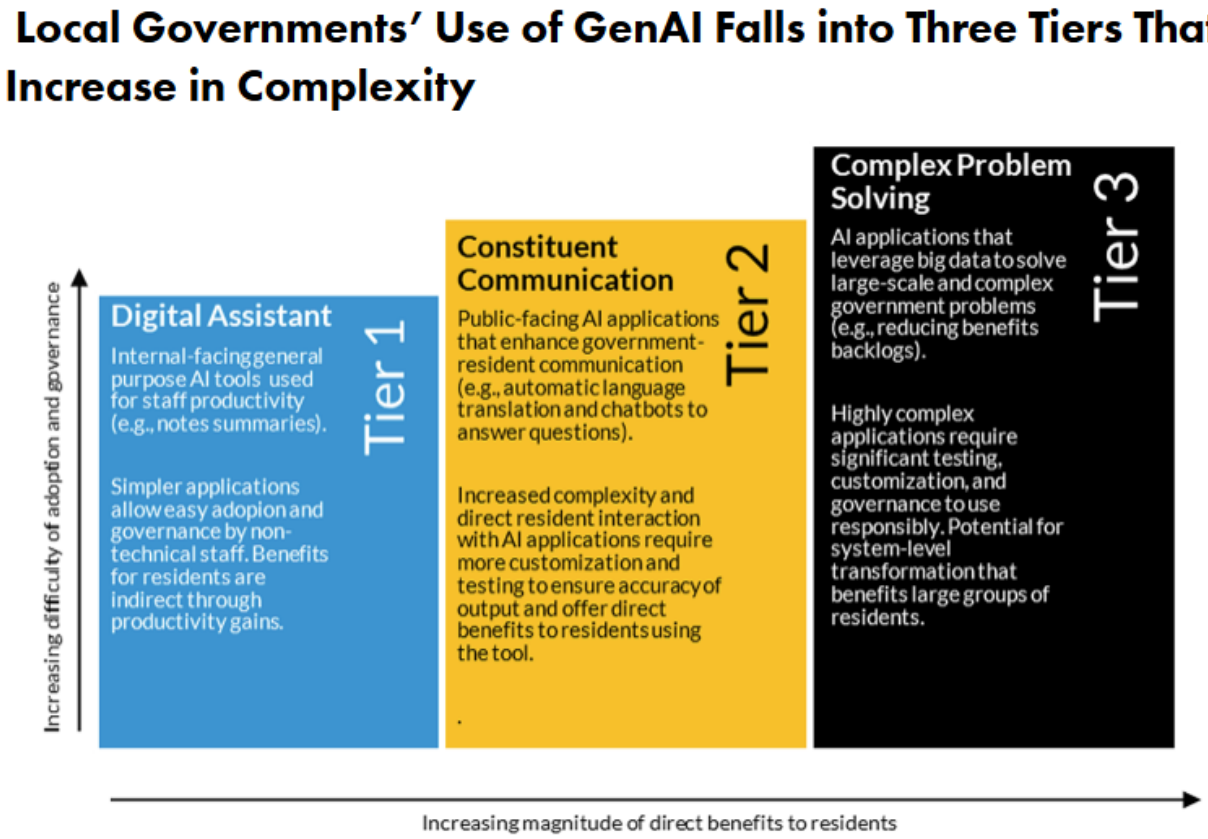
- 27% of voters used AI tools to ask questions about 2024 elections at least once a month
- Two-thirds of local governments are exploring using AI



Source: *Bipartisan Policy Center, October, 2024, "Where Voters Look for Information Ahead of the 2024 Election."* and *App Maisters, July 2025, "Local Government's Use of AI and Its Role."*

Best Practices for Using AI in Local Government

- Look for opportunities to learn from others through regional organizations, policy networks, and other peer cohorts
- Engage the community – how do your constituents want to see AI used by their city government?
- Start small and simple, test rigorously, and iterate



Source: *Urban Institute, June 2025, "A New Approach to Helping Local Governments Navigate Generative AI."*

Engaging Constituents Live & Through Video

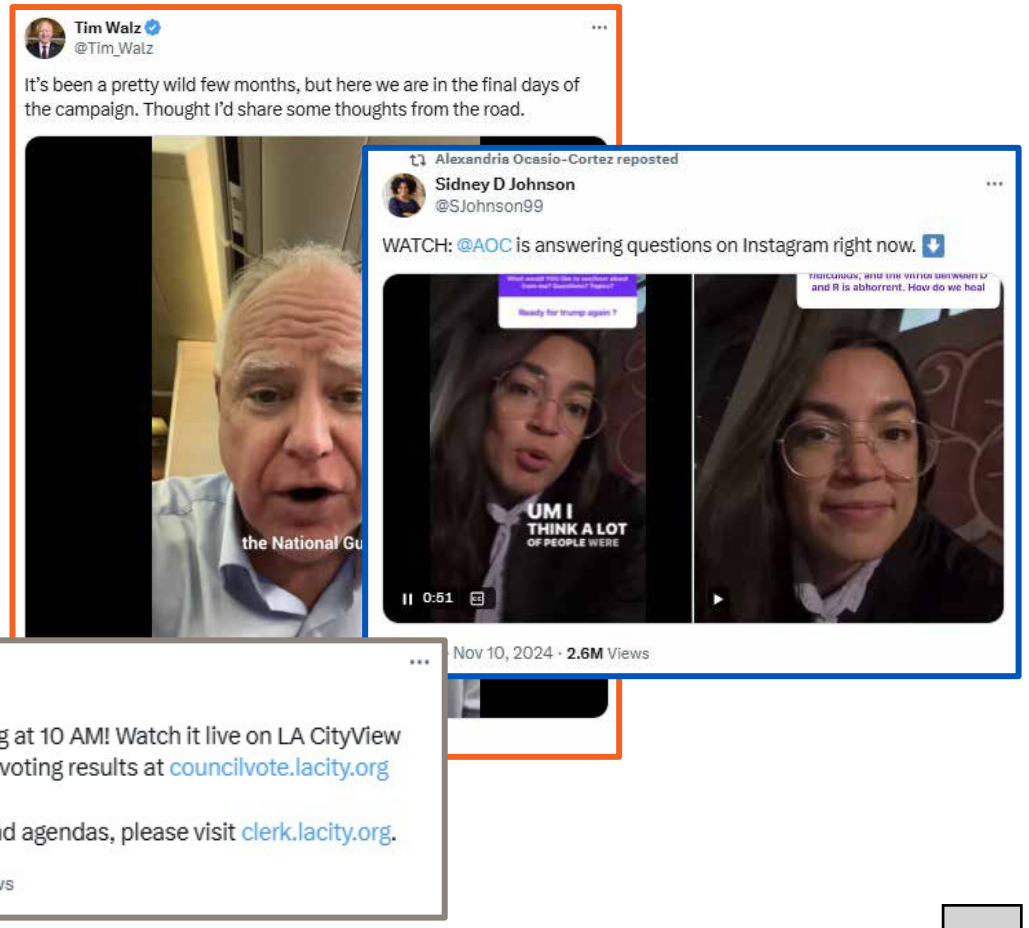
- Elected officials are increasingly using live, online platforms to engage constituents
- Officials are also using video to post statements, make announcements and activate voters











What This Means for Elected Officials

- **Conversation is largely online** – meet your constituents where they are
- **Use social media to have 'public conversations' with your constituents** – and treat them like everyone is listening
- Develop **engaging content** focused on **issues people care about**
  - Videos
  - Photos
  - Current Events
  - Relevant Content



What This Means for Elected Officials

- **Build an audience** gradually over time
  - Paid Strategies
  - Organic
- **You're always "on the record"**
- Privacy **does not** exist – ***even on personal pages***
- **Be transparent and open** – all the time
- Remember that **everything online lives forever**



Be Proactive

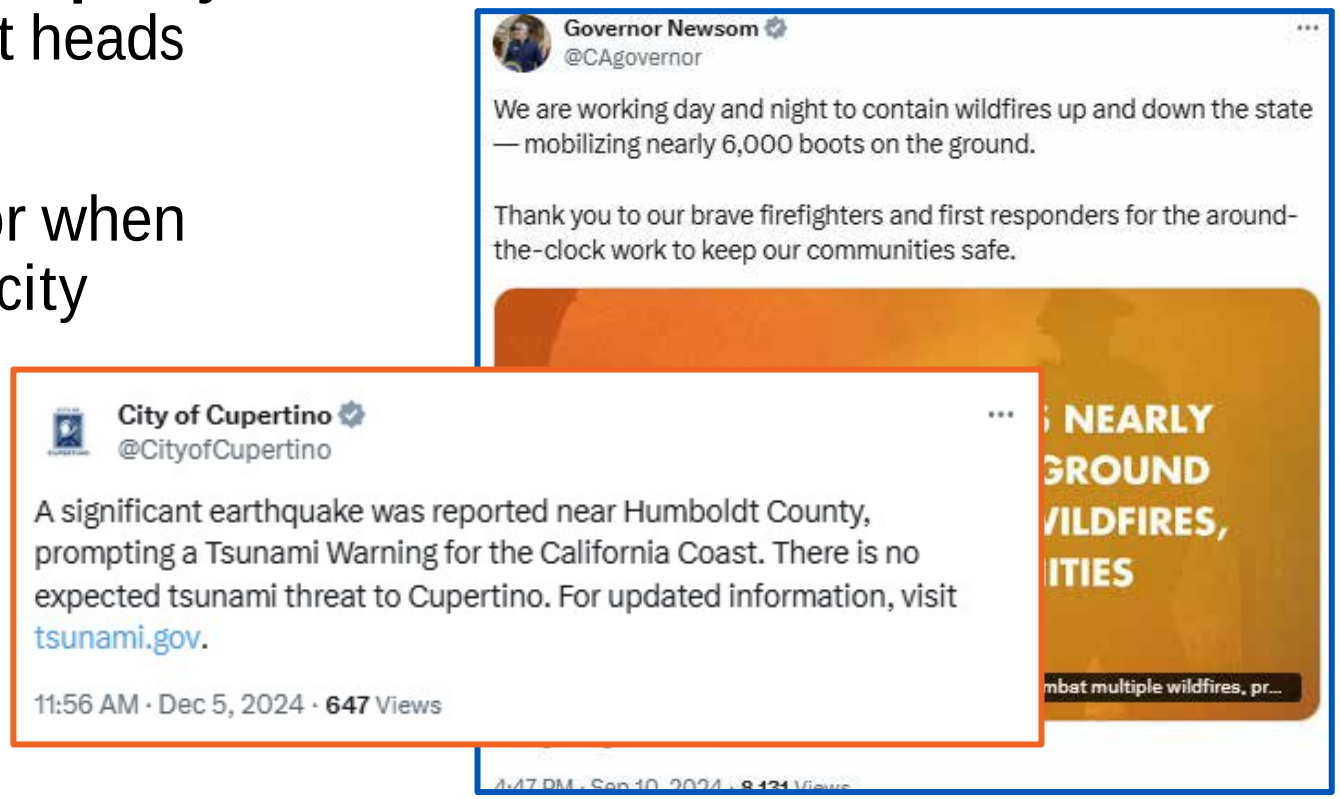


- Share news articles, **be a source for important city information**
- Feature positive community work
- Show how you're helping your community and constituents
- Constructively interact in the comments with your residents
- **Follow and engage with other local and state leaders**

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Be Prepared

- **Have an established social media policy** for elected officials, department heads and staff
- **Be prepared and have a plan** for when news breaks about you or your city



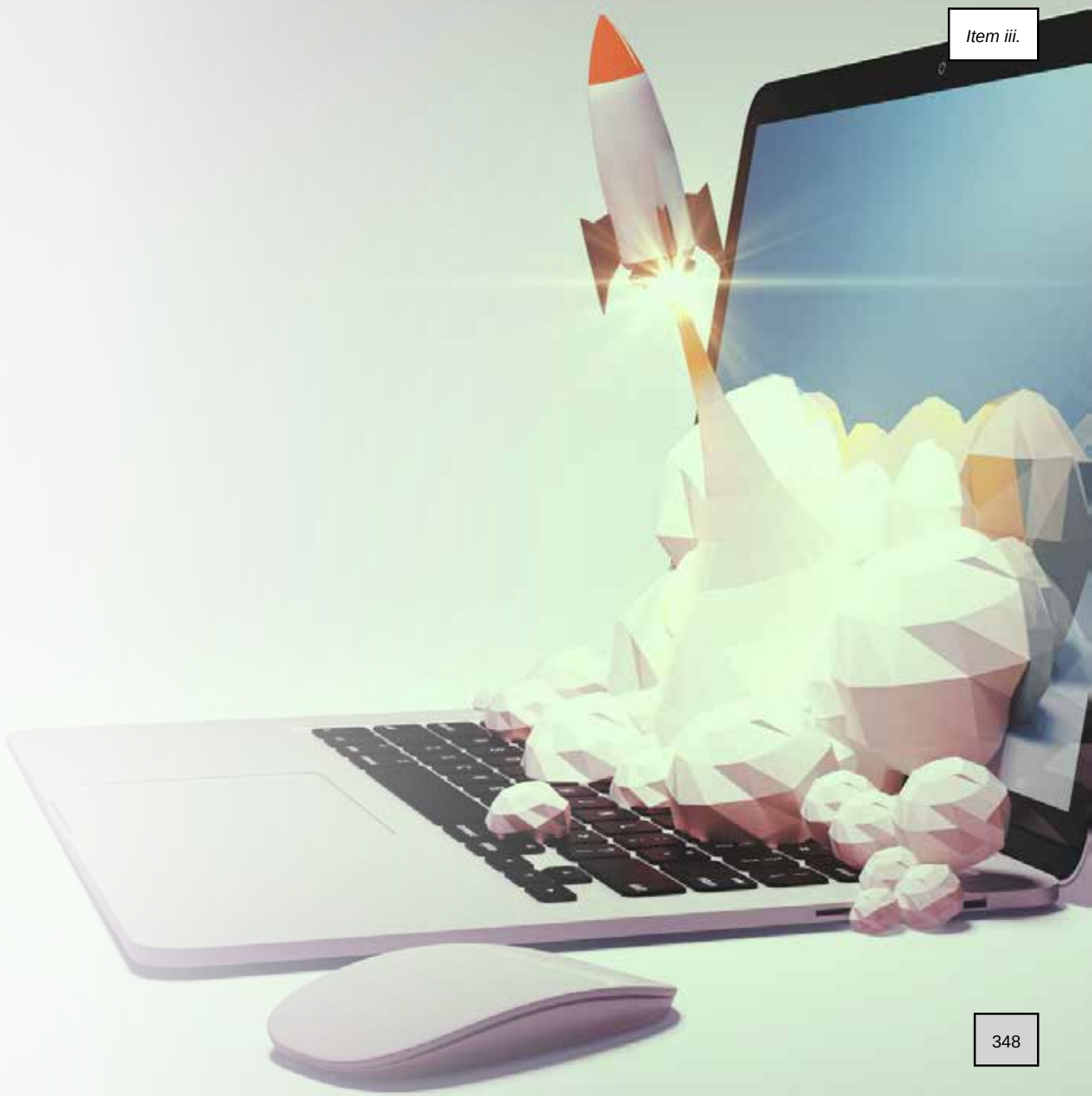
Social Media Don’ts

- Avoid arguing, provoking or responding to ‘trolls’ trying to start a fight
- Remove comments you don’t like, because you don’t like them
- Post when angry, impaired or not in a good frame of mind
- Post over-informing, long press releases
- Weigh in on everything



Legal Guidance on Social Media For Local Agency Officials

Gena B. Burns, Esq.



BURKE, WILLIAMS & SORENSEN, LLP

About the Presenter

BURKE, WILLIAMS & SORENSEN, LLP



- Gena is a partner with Burke, Williams & Sorensen, LLP. She is a public law and labor and employment attorney.

- She has worked as an advisor, trainer, negotiator, and investigator for public agencies for fifteen years. She has a passion for the preventive side of the practice of law and is a trusted advisor to public agencies throughout California.



Privacy and the Internet



SOCIAL MEDIA USERS LOVE TO SHARE!

- Birthdate
- Place of Employment
- Relationship Status
- Family Members
- Places Visited
- Home, Email Addresses, Phone Numbers
- Photos
- Schools Attended



SOCIAL MEDIA USERS LOVE TO SHARE!

- Political, Religious, Social Viewpoints and Causes
- Clubs, Civic Activities, Networking Groups
- Life Events
- How Much they Hate Their Boss
- Offensive Costumes and Remarks
- What They Did on the Day They Called in Sick
- How Much They Drank Over the Weekend
- Their Plans to Overthrow the Government


Who ordered the rain lol it's been down pouring since 6 am
3 Comments
Like
Comment
Send in Messenger
It was raining when I went into work yesterday at 7
I've been in isolation since yesterday I have scabies


Yesterday at 11:13 PM
Thunderstorms are great until your joints start to scream
8
3 Comments
Like
Comment
Send
Have you had two hairline fractures on your spine? I thought not. Sack up

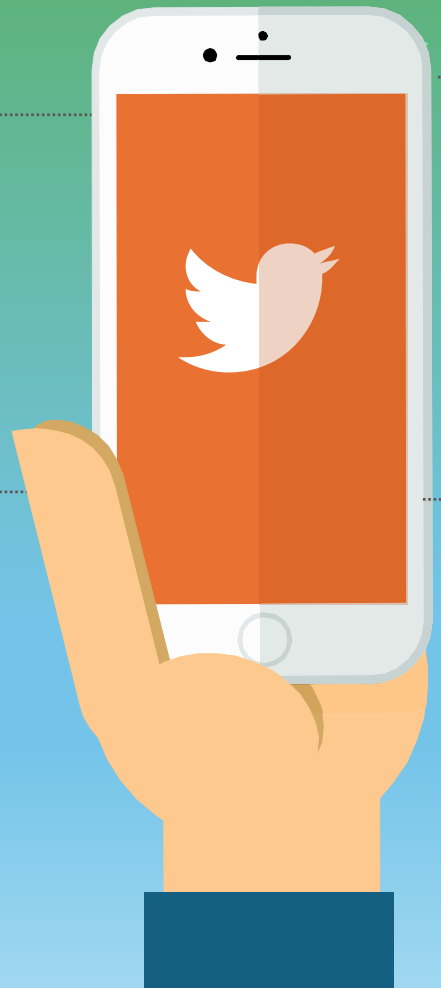
But, I Have Privacy Settings!

Moreno v. Hanford Sentinel, Inc. (CA 2009)

No reasonable person who takes the affirmative act of posting information on a social media website has an expectation of privacy.

State v. Harris (NY 2012)

One has no reasonable expectation of privacy in information intentionally broadcasted to the world on Twitter.



United States v. Meregildo (SCOTUS 2020)

Sharing of content on Facebook only with “Friends” does not protect the information.

Vasquez Santos v. Matthew (NY 2019)

“Tagged” photos posted by others are discoverable in litigation if relevant to claims in lawsuit, even if user has privacy settings.

Review Your Posts Carefully



Conflicts & Bias



Conflicts and Bias

Duty to make decisions motivated by the public good, not personal interests

Due Process

Duty to treat all members of the public in a fair & unbiased manner

Disclosure of “ex parte” communications when item is on Agenda for discussion or action

CAREFUL WHAT YOU ASK FOR

NYPD NEWS
@NYPDnews

Do you have a photo w/ a member of the NYPD? Tweet us & tag it #myNYPD. It may be featured on our Facebook.
pic.twitter.com/mE2c3oSmm6

♡ 210 9:55 AM - Apr 22, 2014

579 people are talking about this



Molly Crabapple
@mollycrabapple
Follow

Why yes I do. @NYPDnews: Do you have a photo w/ a member of the NYPD? Tweet us & tag it #myNYPD

1:32 PM - 22 Apr 2014

793 RETWEETS 754 FAVORITES



First Amendment

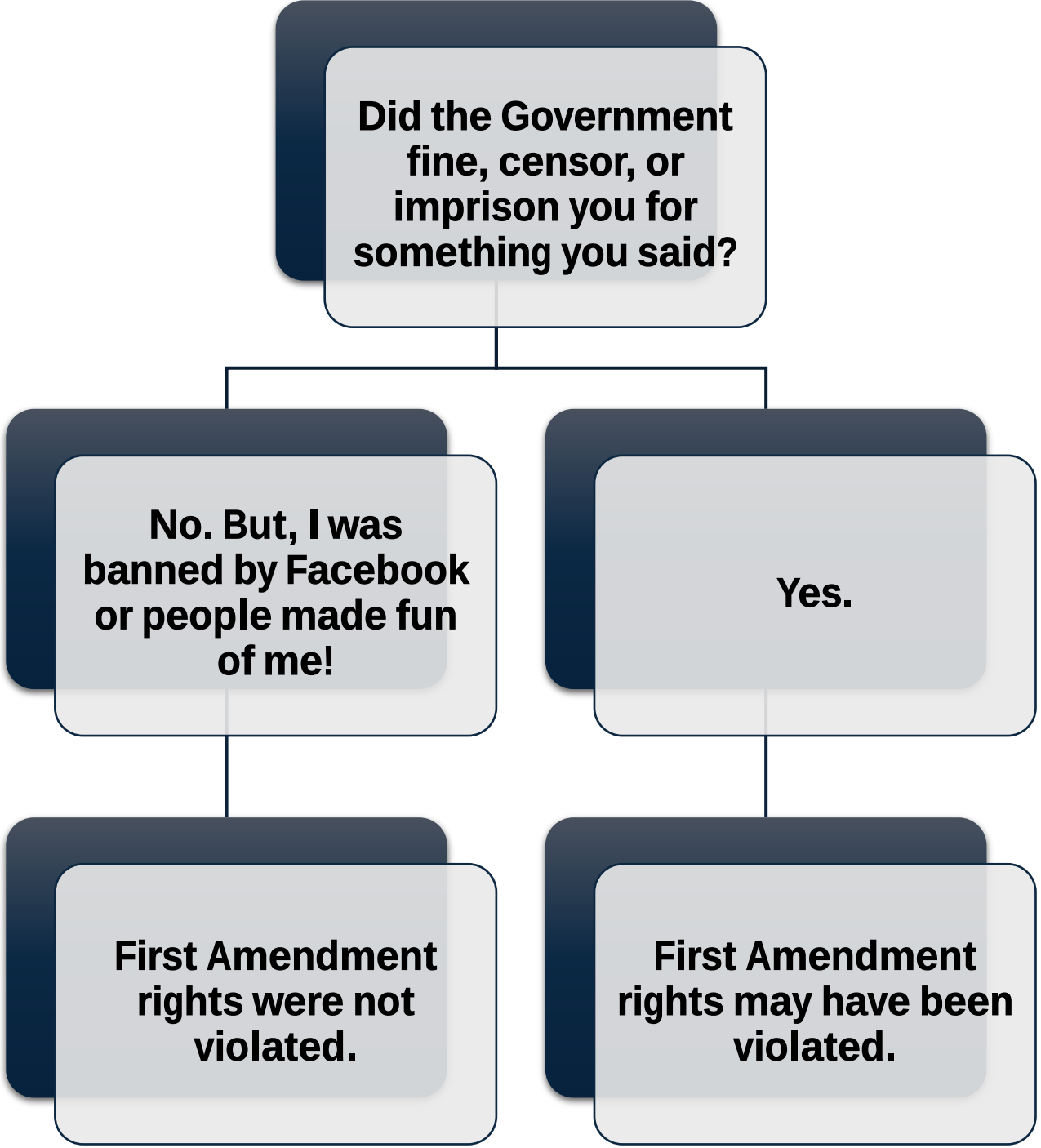
- Free Speech and
- Public Forums

FIRST AMENDMENT - LEGAL CONCERNS



Social media in the public sector raises numerous First Amendment issues:

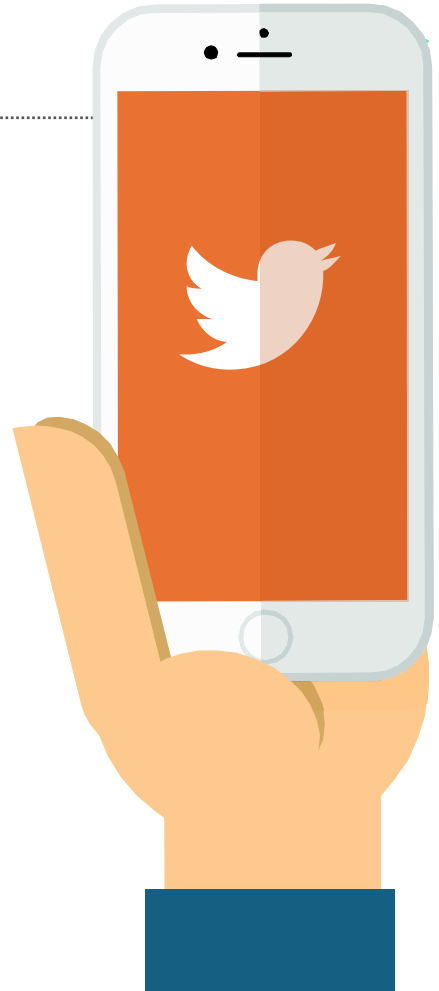
- **Establishment of a public forum**
- **Limiting Speech**


Did the Government fine, censor, or imprison you for something you said?
No. But, I was banned by Facebook or people made fun of me!
Yes.
First Amendment rights were not violated.
First Amendment rights may have been violated.

Speech Restrictions

PUBLIC FORUMS

- Highest level of scrutiny
- Restrictions must be narrowly tailored to achieve compelling government interest.



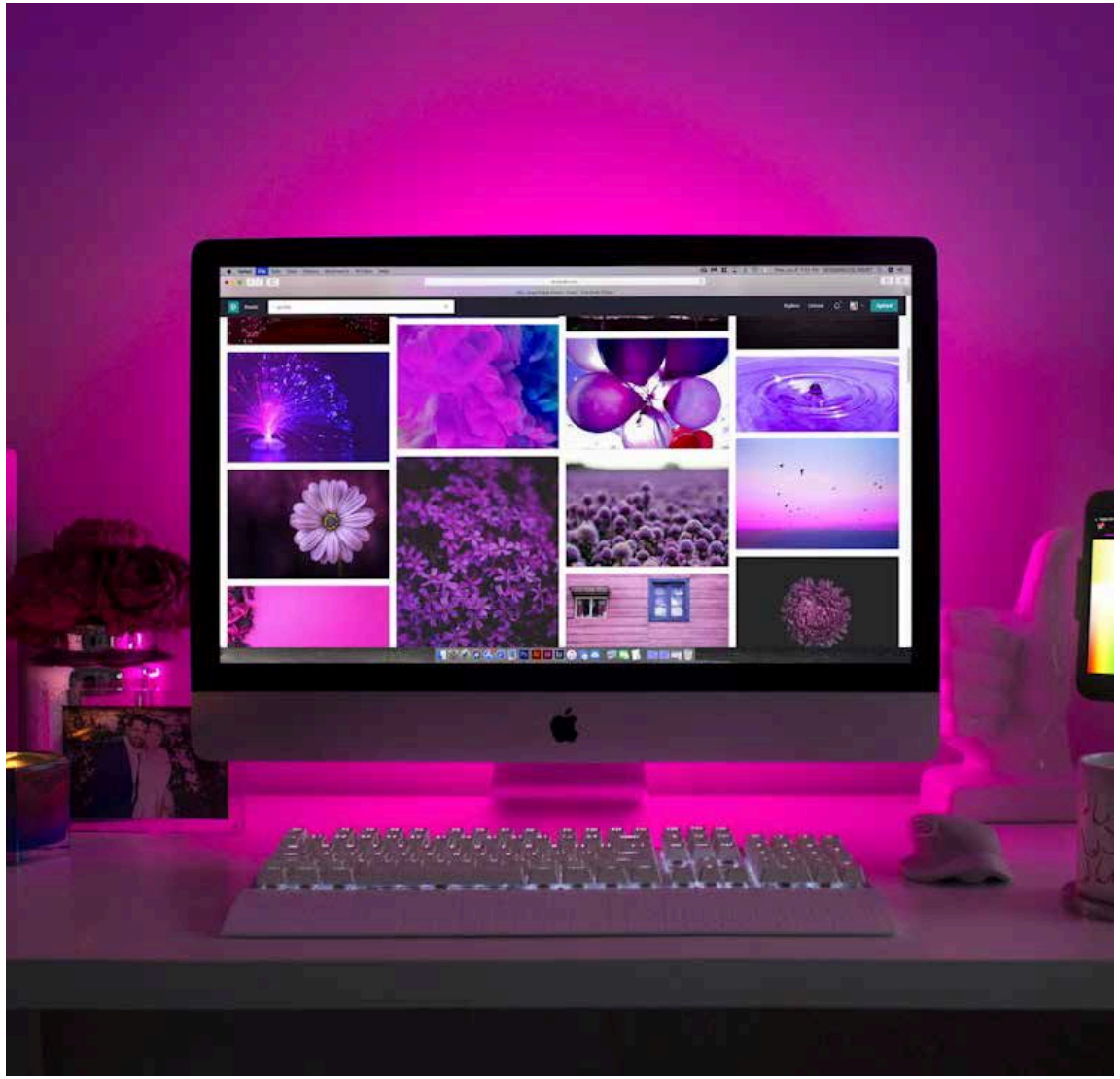
LIMITED PUBLIC FORUMS

- Moderate level of scrutiny
- Restrictions must be reasonable and viewpoint neutral

Social Media vs. Traditional Website

A traditional website pushing out information in one direction—to the public—does not establish a public forum, and that means the entity does not risk violating First Amendment rights when it excludes content.

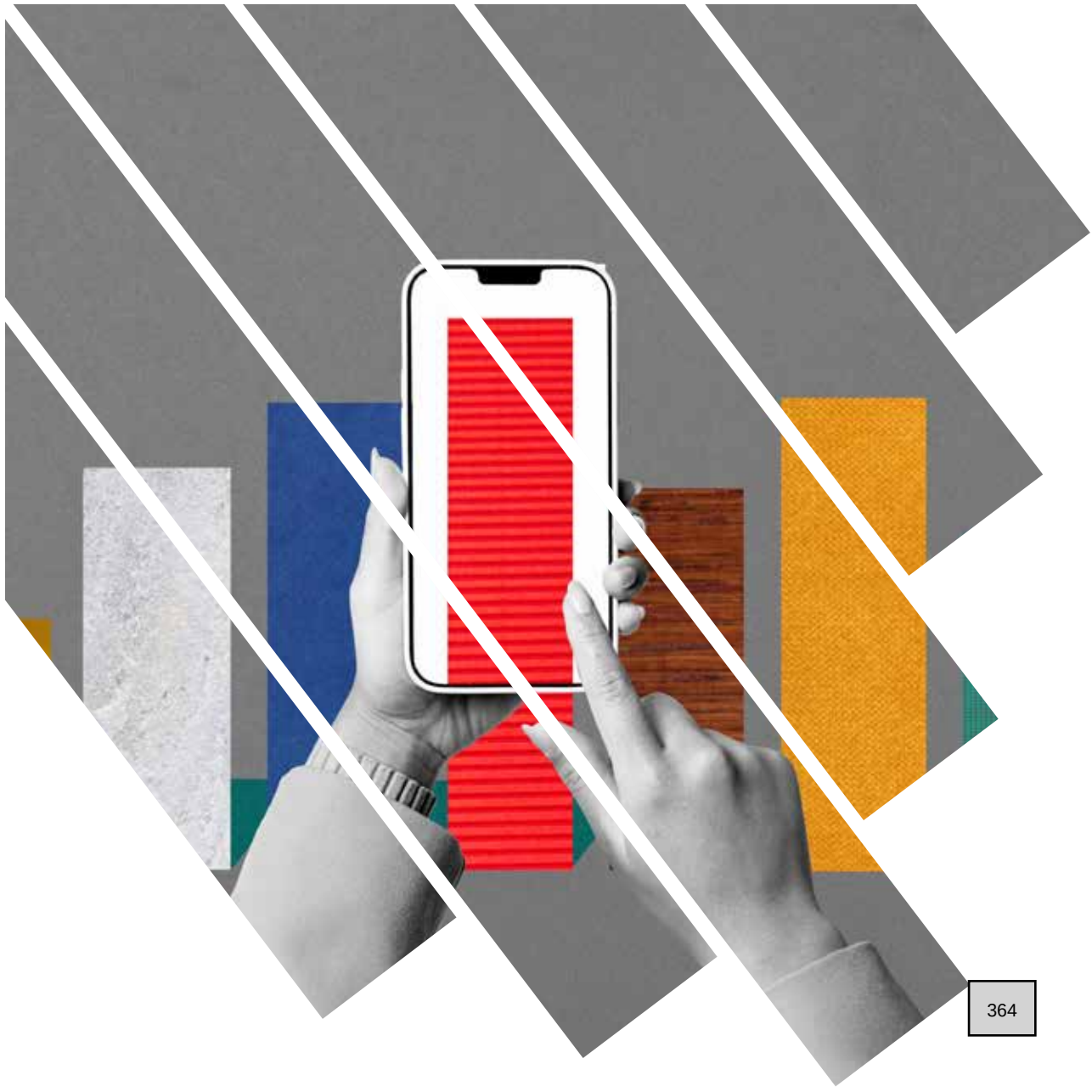
- Vargas v. City of Salinas (2009) 46 Cal.4th 1



SOCIAL MEDIA AS A PUBLIC FORUM

Social media has become a vital platform for speech of all kinds. Social media may now be "the most important" modern forum "for the exchange of views."

—*Packingham v. North Carolina*, 137 S. Ct. 1730 (2017)



Speech By The Public On the Government's Social Media



- Political speech and advocacy are at the core of the First Amendment
- Online speech is the same as the town square
- Offensive, obnoxious and even hateful speech and hyperbole are protected
- Anonymous speech is protected
- Criticism of government and public officials is protected
- Prior restraints are not permitted

Criticizing Government



IN CONGRESS, JULY 4, 1776.

A DECLARATION

BY THE REPRESENTATIVES OF THE

UNITED STATES OF AMERICA,

IN GENERAL CONGRESS ASSEMBLED.

WHEN in the Course of human Events, it becomes necessary for one People to dissolve the Political Bands which have connected them with another, and to assume among the Powers of the Earth, the separate and equal Station to which the Laws of Nature and of Nature's God entitle them, a decent Respect to the Opinions of Mankind requires that they should declare the causes which impel them to the Separation.

We hold these Truths to be self-evident, that all Men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the Pursuit of Happiness.—That to secure these Rights, Governments are instituted among Men, deriving their just Powers from the Consent of the Governed, that whenever any Form of Government becomes destructive of these Ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its Foundation on such Principles and organizing its Powers in such Form, as to them shall seem most likely to effect their Safety and Happiness. Prudence, indeed, will dictate that Governments long established should not be changed for light and transient Causes; and accordingly all Experience hath shewn, that Mankind are more disposed to suffer, while Evils are sufferable, than to right themselves by abolishing the Forms to which they are accustomed. But when a long Train of Abuses and Usurpations, pursuing invariably the same Object, evinces a Design to reduce them under absolute Despotism, it is their Right, it is their Duty, to throw off such Government, and to provide new Guards for their future Security. Such has been the patient Sufferance of these Colonies; and such is now the Necessity which constrains them to alter their former Systems of Government. The History of the present King of Great-Britain is a History of repeated Injuries and Usurpations, all having in direct Object the Establishment of an absolute Tyranny over these States. To prove this, let Facts be submitted to a candid World.

He has refused his Assent to Laws, the most wholesome and necessary for the public Good.

He has forbidden his Governors to pass Laws of immediate and pressing Importance, unless suspended in their Operation till his Assent should be obtained; and when so suspended, he has utterly neglected to attend to them.



Thomas Jefferson
@ThomasJefferson

Follow

A Prince whose character is thus marked by every act which may define a Tyrant, is unfit to be the ruler of a free people.



GOVERNMENT CANNOT PROHIBIT

- **Comments based on the viewpoint expressed**
- **Comments critical of the Official or Agency based on policy, management, and other political issues**

GRAY AREAS OF PROHIBITED CONTENT

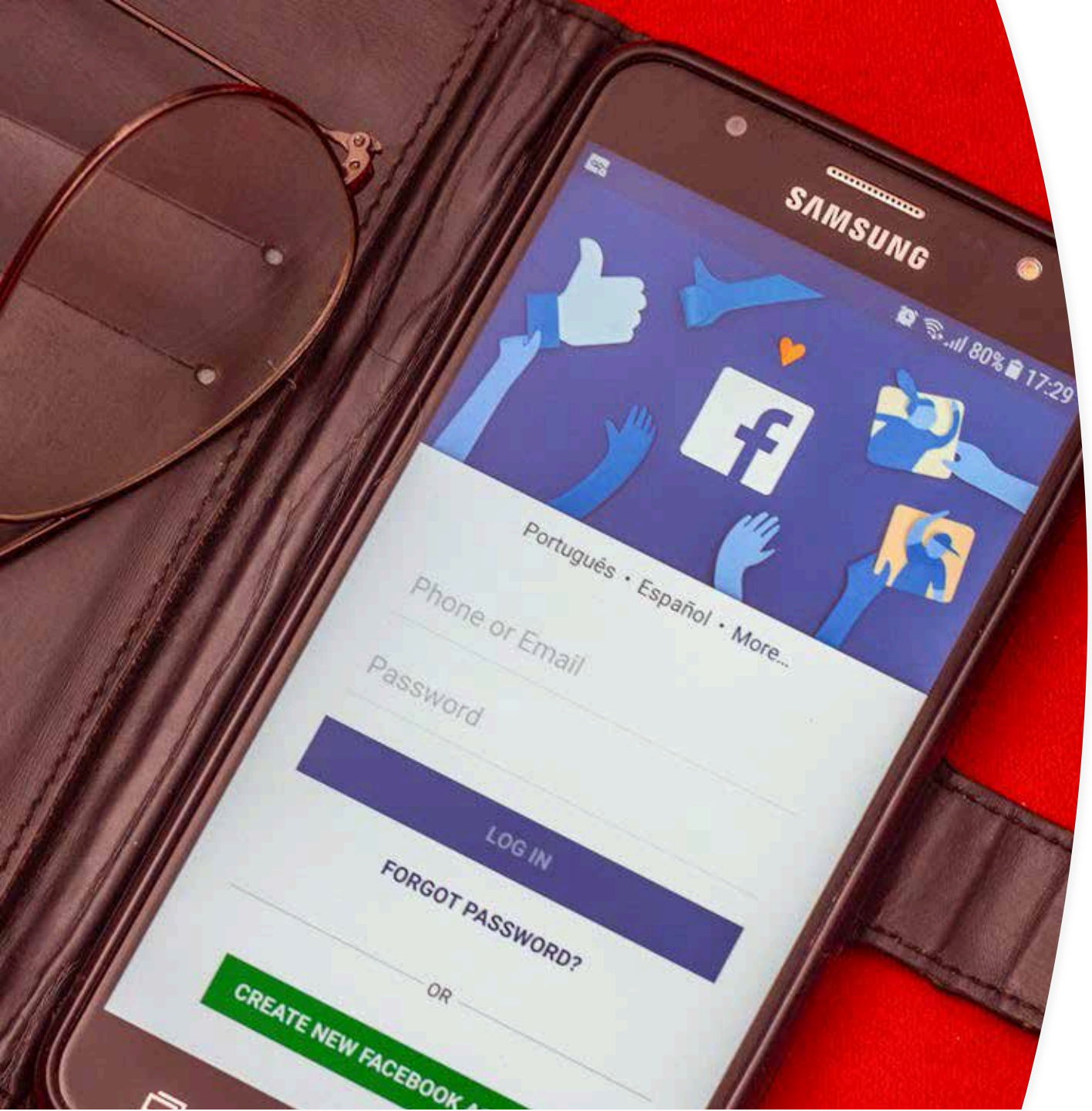
- Profanity
- “Defamatory” Statements
- Personal attacks
- “Offensive” statements
- Implied threats
- Off-topic comments





GOVERNMENT CAN LIKELY PROHIBIT

- Obscenity
- Pornography
- True threats
- Public safety
- Incitement of violence
- Commercial speech
- Confidential information
- Encouragement of illegal activity



Blurred Lines: May a Government Official Censure on Social Media?

- **#SPOILERALERT: IT DEPENDS**

Knight First Amendment Institute v. Trump (2nd Cir. 2019)



Lindke v. Freed

- City Manager maintained a Facebook page
- Mix of “official” and “private” posts and uses



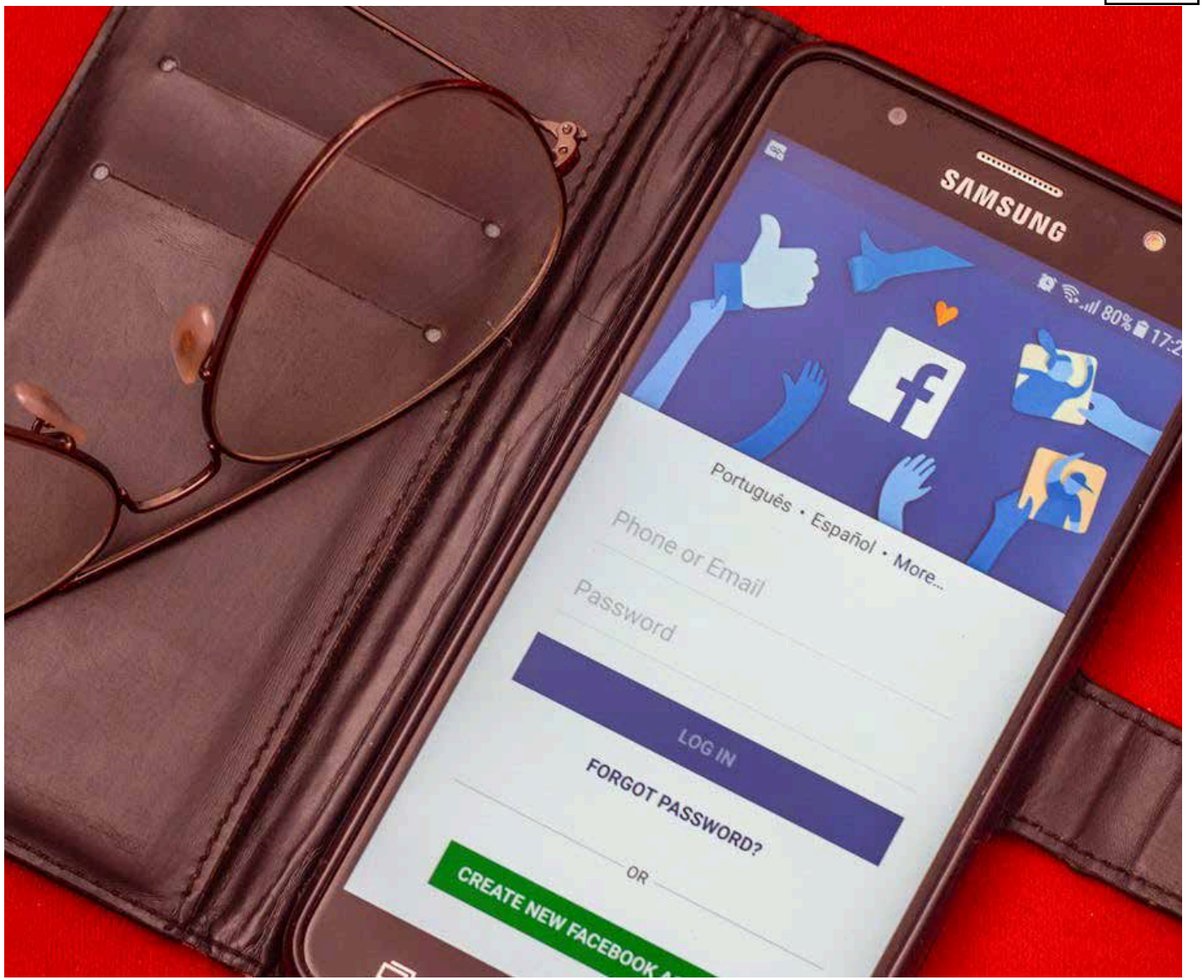
O’Connor-Ratcliff v. Poway Unified

- Trustees blocked critics of their decisions from making comments on social media pages

New Test

A public official is liable for First Amendment violations only if the official both:

- Possessed actual authority to speak on behalf of the government on a particular matter; and
- Tried to exercise that authority in their social media.



IS MY "PERSONAL" PAGE A PUBLIC FORUM?

The Supreme Court made it clear that public officials who label their social media accounts as personal are entitled to a strong presumption that their posts to that account are personal. Purely personal social media accounts are not subject to the First Amendment constraints and thus, third party comments may be blocked or deleted.

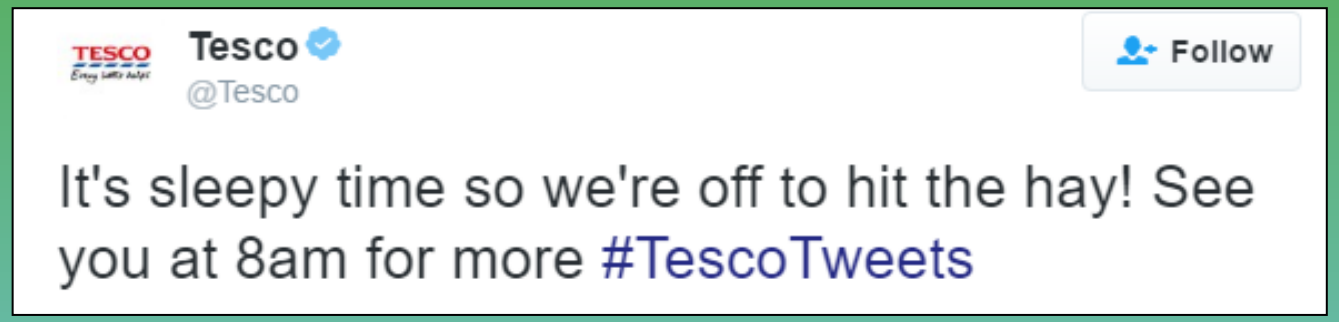




Garnier v. O'Connor-Ratcliff (2025)

- Applying the Test:
  - The trustee, as president of the board of trustees of the district, had actual authority to speak on the school district's behalf.
  - The trustee was purporting to exercise official authority.
    - Page indicated official use
    - Discussed District activities
    - Official email

Read the Room!



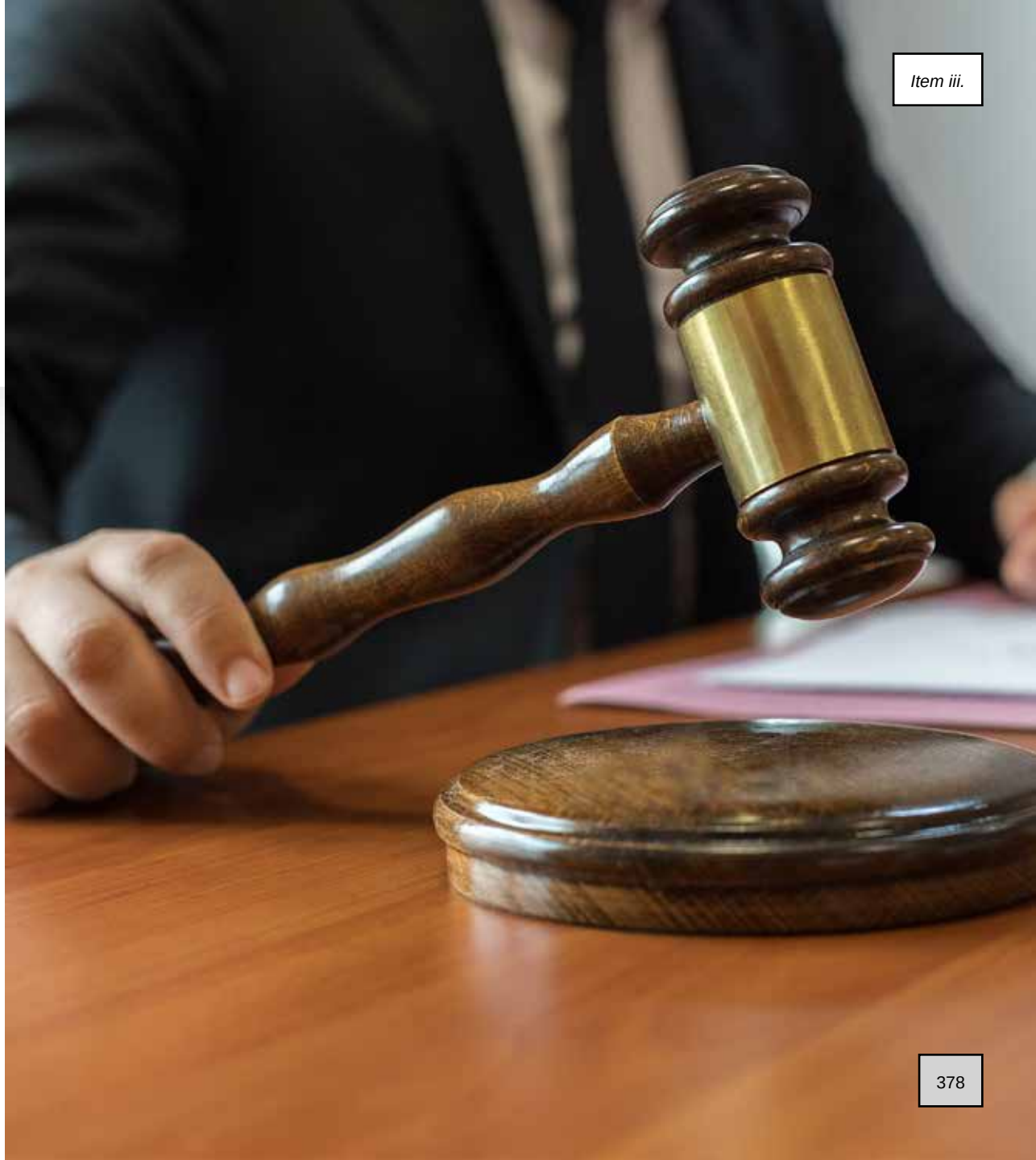




Content Moderation

Murthy v. Missouri (2025)

- During COVID-19, federal officials communicated with social media platforms regarding misinformation, election integrity, public health
- Plaintiffs lacked standing as they failed to show harm





PUBLIC RECORDS & BROWN ACT

Access to public records is a Constitutional right.



Public Records and Social Media

- "**Records**" include:
  - Any writing
  - Containing information relating to the conduct of the public's business
  - Prepared, owned, used or retained by any state or local agency,
  - Regardless of physical form or characteristic.

WHAT ABOUT RECORDS ON PRIVATE DEVICES?

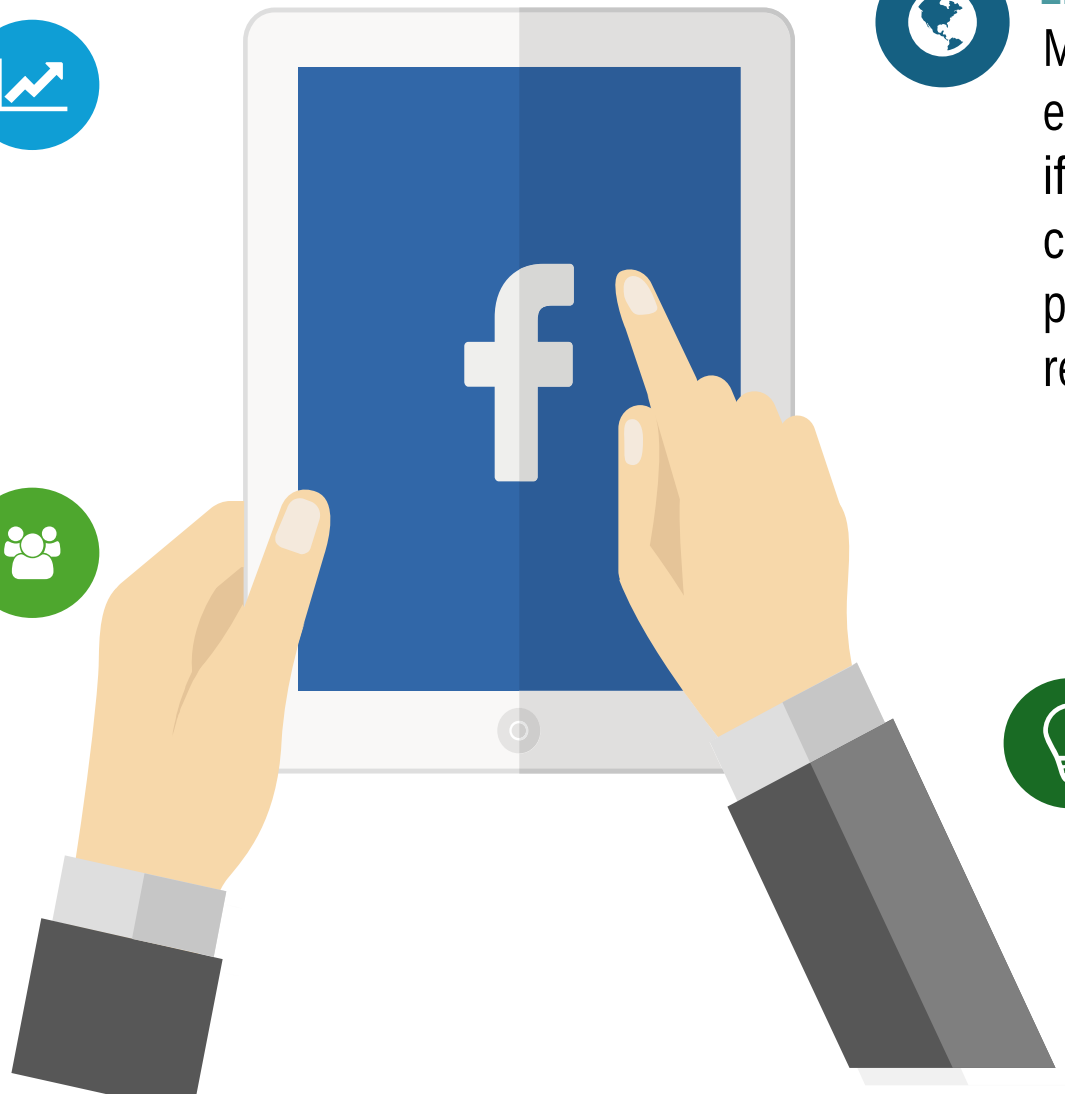
City of San Jose v. Superior Court

EMAILS & TEXTS

Emails and text messages are subject to the CPRA regardless of location, including personal accounts and devices

PRIMARY FOCUS

Primary focus is whether the message is related to public business, based upon context, content, purpose, audience, and role of individual when message was written or received



EMPLOYEES + OFFICIALS

May now be required to search personal emails or phones for responsive records if account or phone is used to communicate with others concerning public business, and to provide such responsive records

COMPLIANCE

Claiming that the records are not on entity email accounts, computers or servers is NOT enough for compliance now

Is My Personal Social Media Covered?

- Were public resources used?
- Is there a definable, well-publicized use for the site, i.e., acting as a candidate, purely personal use, or a separate business use?
- Do users visit the site based on personal or official contacts?
- Is it being used for any official purpose?

Brown Act Basics

The Brown Act prohibits a majority of members of a legislative body from engaging in a "series of communications," directly or through intermediaries, to "discuss, deliberate, or take action on an item" that is within the legislative body's subject matter jurisdiction.



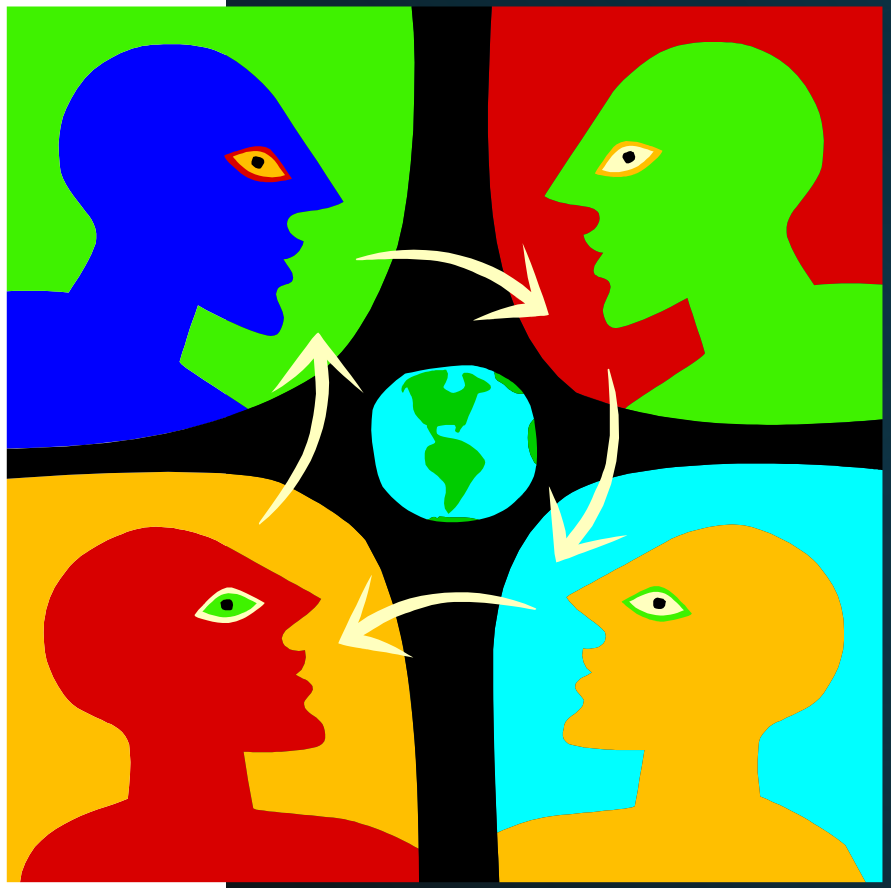
Government Code Section 54952.2(b)(3)

A public official may communicate on social media platforms to answer questions, provide information to the public or to solicit information from the public regarding a matter within the legislative body's subject matter jurisdiction. However, the latter types of communications are only allowed as long as a majority of the members of the legislative body do not use any social media platform to "discuss among themselves" official business.

Government Code Section 54952.2(b)(3)

It prohibits a member of a legislative body from responding "directly to any communication on an Internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body."

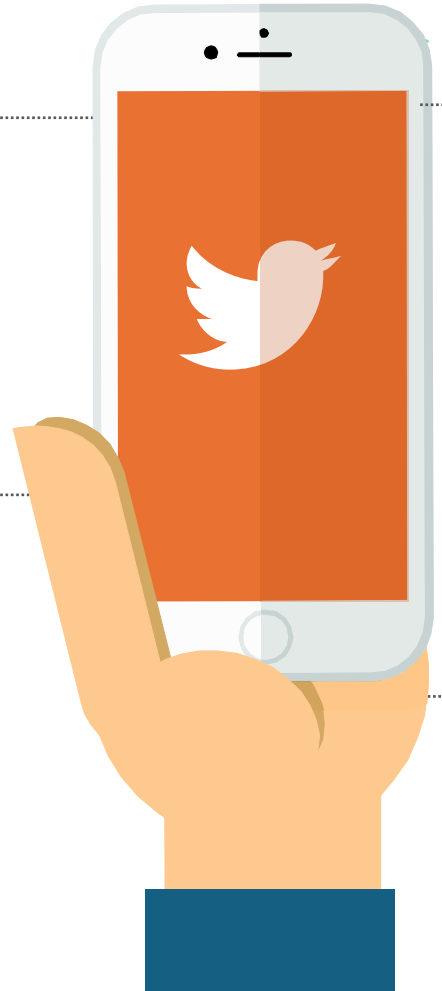
“Discuss among themselves” means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.



Social Media & The Brown Act

Cannot meet to discuss official business unless meeting complies with Brown Act

A member may not respond directly to any communication posted or shared by another member regarding agency business on an internet-based social media platform.



Must have public notice and access to the meeting

Does not prevent individual members from publishing their own comments and opinions

Prohibited Communications Via Social Media

- A local newspaper writes an online article critical of the City's renovations of a historic property. Dozens of comments by members of the community are posted online in response to the article. One Council Member reads the article and posts her own comment about the issue.
- A second Council Member also posts a comment. A third Council Member "Likes" the comments of the first two Council Members.
- Has the Brown Act been violated?





EMOJI SPEECH

Bland v. Roberts (4th Cir. 2013)

"Liking" is pure speech and symbolic expression fully protected by the First Amendment.



United States v. Elonis (3rd Cir. 2016)

The use of emojis can establish a party's intent or context and can be used as evidence in litigation and other proceedings.



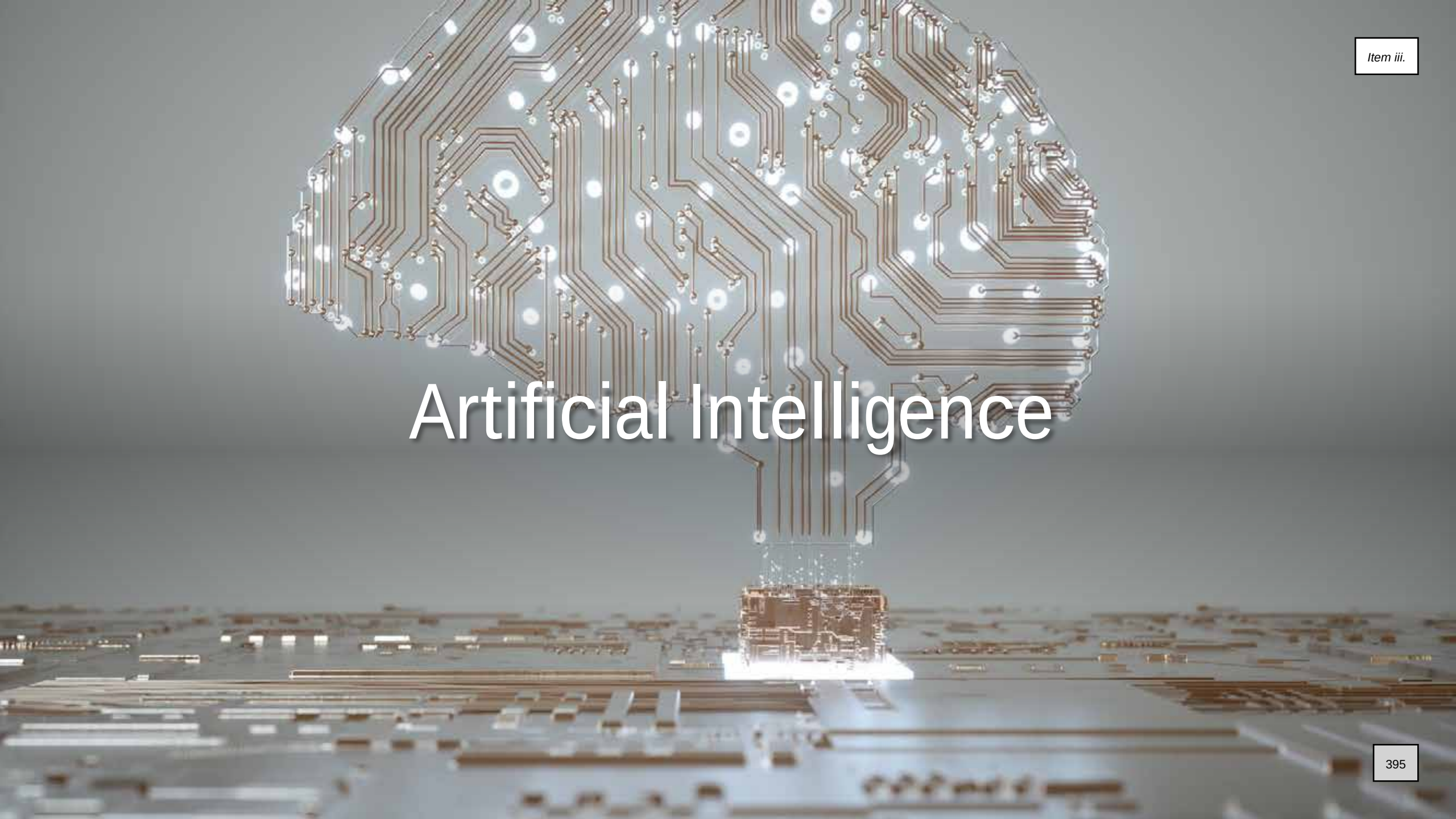


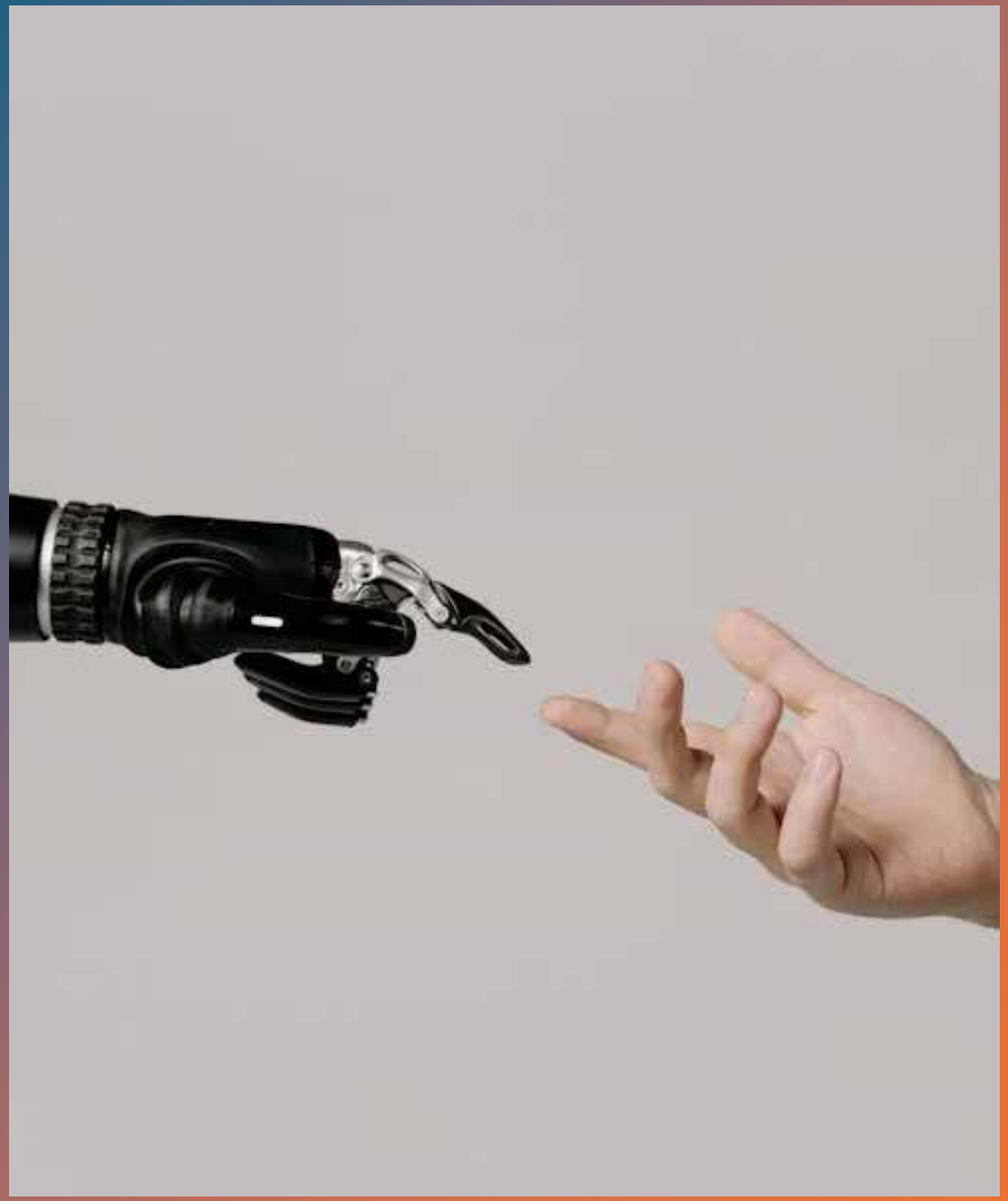
***In Re Bed Bath & Beyond Corporation Securities Litigation* (D.D.C. 2023)**



US v. Robert Menendez (2024)

- Evidence of bribery included: -
  - Egyptian official sending "Thumbs Up" emoji when Senator offered sensitive weapons information.
  - "Congratulations mon amour de la vie, we are the proud owners of a 2019 Mercedes," along with a heart emoji.


Artificial Intelligence



Legal Implications – Artificial Intelligence

- Accuracy
- Bias / offensive outputs
- Public Records
- Proprietary Information
- Privacy



Know Your Policies

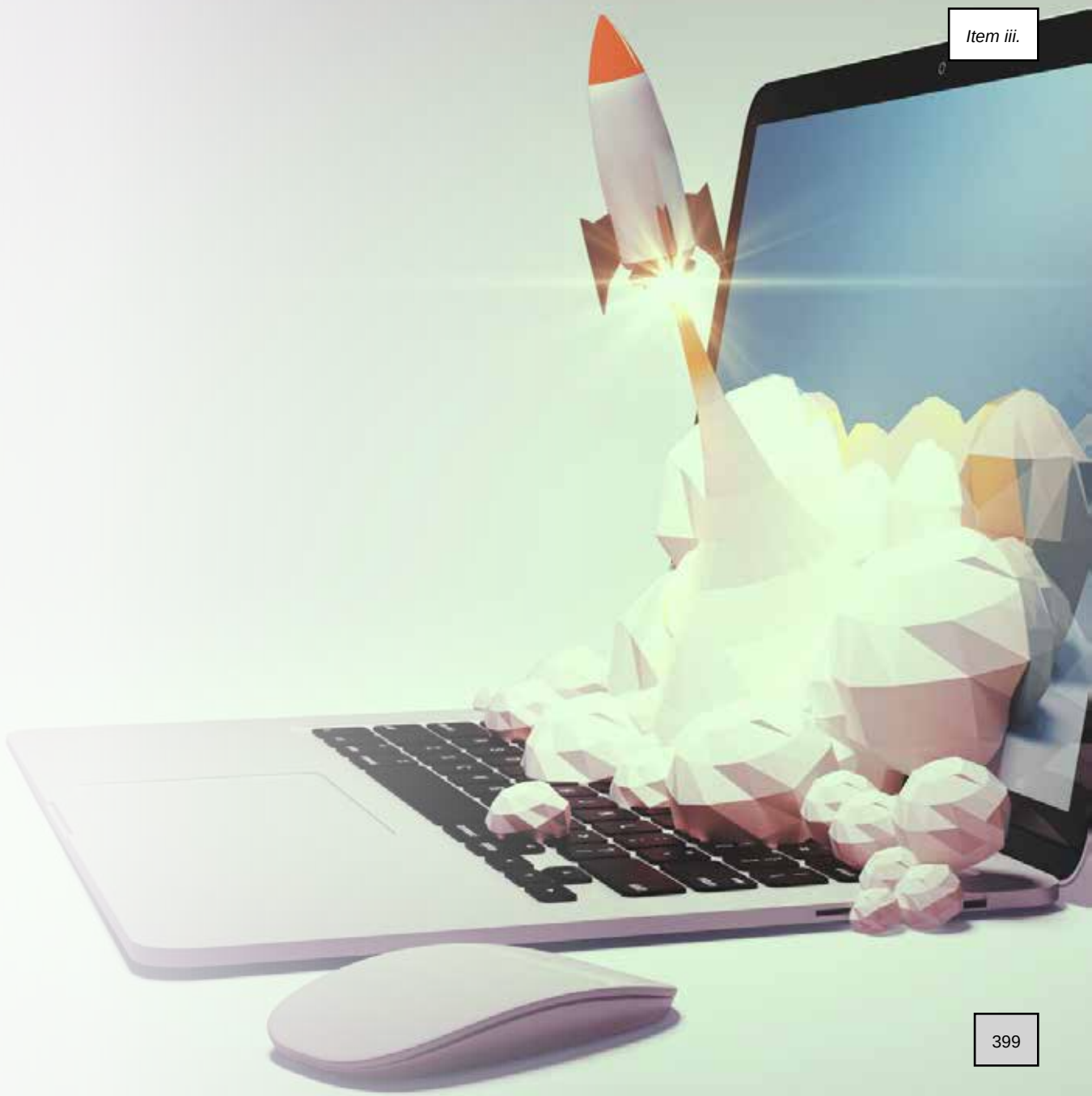
Policy Considerations

- Comply with Brown Act & PRA
- Terms of Proper Use
- Public, Limited, or Non-Public Forums
- Retention and Archiving Procedures
- Appropriate Take Down Policy
- Policy on Artificial Intelligence

Thank you!

Gena Burns
619.814.5820
gburns@bwslaw.com

BURKE, WILLIAMS & SORENSEN, LLP



New Mayors and Council Members Academy

Wednesday, January 21, 2026
3:45 p.m. – 5:15 p.m.

LEAGUE OF CALIFORNIA CITIES

Strengthening California Cities through Advocacy and Education

Your Legal Powers and Obligations; Open Government & Conflicts of Interest

Materials Prepared by
Joe Montes & Tom Brown
Burke, Williams & Sorensen
with updates by Eric Danly, City of Petaluma

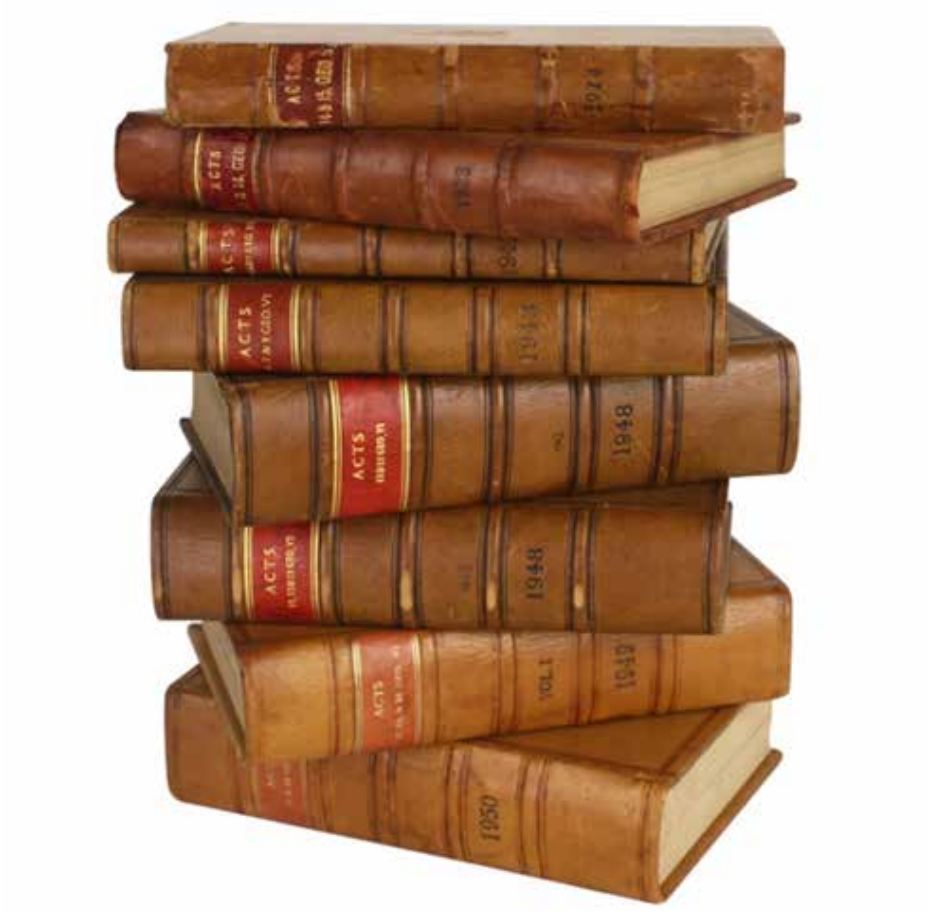
Emilio Camacho, Senior Deputy City Attorney, City of Sacramento
Eric Danly, City Attorney, City of Petaluma

Agenda

- City Powers and their Limitations
- General Law Cities v. Charter Cities
- Raising Revenue
- Open Government and Transparency
- Ethics
- Councilmembers' Role Concerning City Employees

Sources of Law

- United States Constitution
- Federal Statutes
- California Constitution
- State Statutes
- County Ordinances
- City Charters
- City Ordinances
- Other Jurisdictional Entities
- Court Decisions



Preemption

- Basic Rule: when there is a conflict between laws, the “higher” authority wins

- A “conflict” exists when:
  - A local enactment contradicts federal/state law
  - A local enactment duplicates federal/state law
  - A local enactment regulates an area “fully occupied” by federal/state law
- Home rule: charter cities have plenary authority over “municipal affairs;” state law governs “statewide concerns”

City Powers

- Constitution
  - Tax
  - Public Works
  - “Police Power”
- Statutes/Regulations
- Municipal Code
- Caselaw

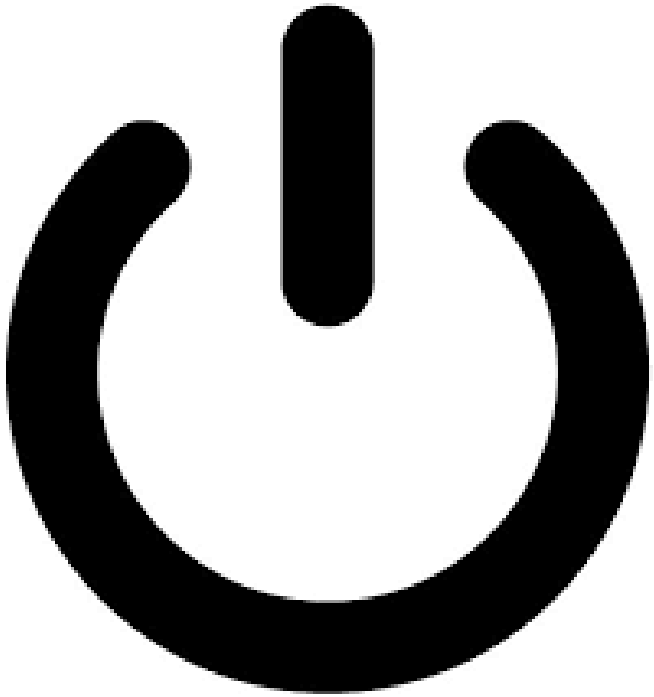


Police Power

- Granted by the California Constitution
- Power to regulate to further the public's health, safety, convenience and general prosperity
- Examples:
  - Land use regulations
  - Fire, building, public safety and neighborhood preservation regulations
  - Fees

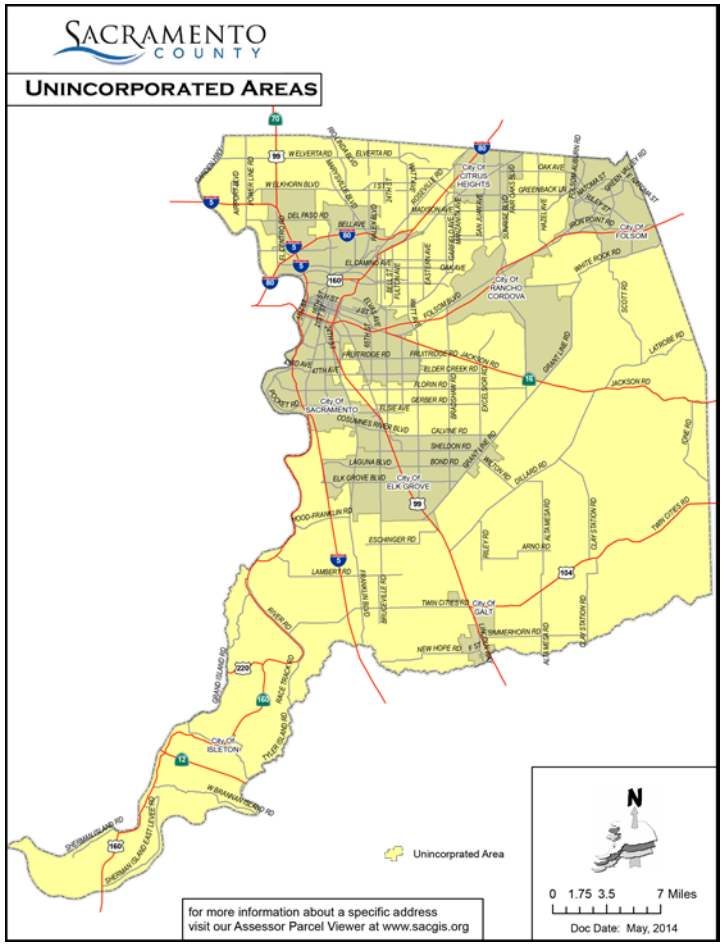
City Powers cont.

- Means of exercise
  - Ordinance
  - Resolution
  - Minute Order
- Legislative v. quasi-judicial
- Individual authority?



Limitations on Powers

- City limits
- No gifts of public funds
  - Expenditures must have a public purpose
- Preemption by state or federal law
- Manner of exercising
- Referendum/Initiative



General Law v. Charter Cities

- 121 charter cities
- General law cities are bound by state law
- Charter cities have preemptive authority over “municipal affairs”

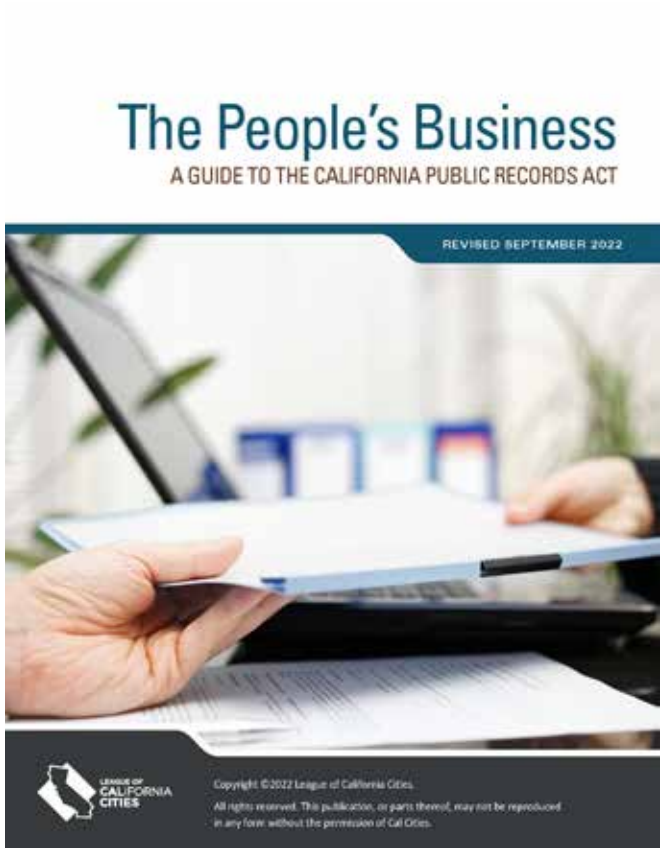


Revenue Sources

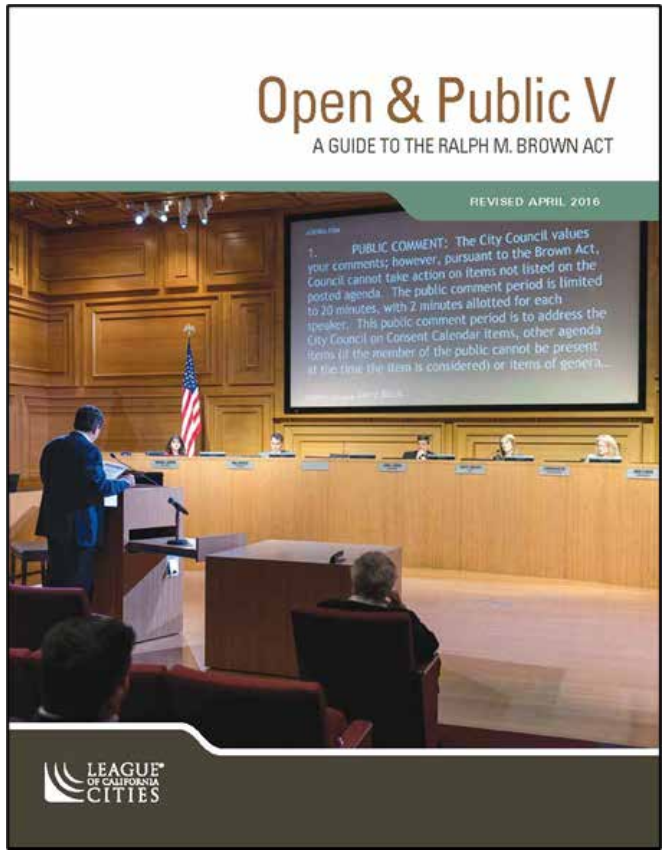
- Taxes
  - General- requires majority voter approval
  - Special – requires 2/3 voter approval
  - Proposition 26 broadly defines tax unles an exemption applies
- Fees
- Assessments
- Debt Financing



Open Government and Transparency



www.calcities.org/CPRAguide



www.calcities.org/BrownActguide

Brown Act

- Requires “meetings” of a “legislative body” to be “open and public”





“Legislative Body”

- Includes:
  - Governing body (city council)



  - Newly elected members who have not yet assumed office
  - Appointed bodies
  - Standing committees (regardless of composition)
  - Governing body of a private organization in limited circumstances

“Legislative Body”

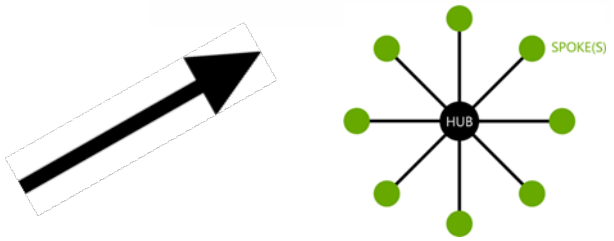
- Does not include:
  - Temporary advisory committees composed of less than a quorum
  - Groups that advise a single decision maker



"Meetings"

- Includes:
  - Any gathering of a majority of the legislative body "to hear, discuss, deliberate, or take action" on a matter within the agency's subject matter jurisdiction
  - Collective briefings
  - Legislative retreats
  - "Serial meetings"
    - Daisy chains or hub-and-spoke meetings
    - Use caution with email/social media





"Meetings"

- Use of email or other technology/media by a majority of a legislative body to discuss, deliberate, or take action on items within the body's jurisdiction violates the Brown Act
- Social media legislation: AB 992 (2020); SB 707 (2025)
  - Clarifies communications officials can have on social media platforms open to the public
  - Officials can communicate on social media but should not directly respond/react to anything posted/shared regarding city business by another member of the legislative body



“Meetings”

- Does not include:
  - Individual contacts or staff briefings
  - Conferences
  - Community meetings
  - Meetings of other legislative bodes
  - Social and ceremonial gatherings
  - Attending standing committee meeting

“Open and Public”

- Includes:
  - Notice
    - Must post agenda in advance containing brief general description of items to be discussed
      - 72 hours for regular meeting
      - 24 hours for special meeting
      - Also on website
    - Teleconferencing rules
  - Generally cannot discuss non-agenda items
  - Public Comment on agenda and non-agenda items



"Open and Public"

- Teleconferencing and remote meeting participation – Post SB 707
- Traditional teleconferencing still permitted (§54953(b))
  - Remote location(s) identified on the agenda
  - Agenda timely posted at remote location
  - Remote location(s) accessible to the public, public participation permitted from that location
  - Quorum of council participating within the city
  - Votes by roll call

"Open and Public"

- Teleconferencing and remote meeting participation – SB 707
- Remote participation may be a reasonable accommodation (§54953(c))
  - Participation by audio and video required unless disability results in need to participate off camera
  - Remote member must disclose if anyone over 18 is present in remote location, and the member's relationship with the person present

"Open and Public"

- Teleconferencing and remote meeting participation - SB 707
- Remote meetings in state or local emergencies and for just cause (§54953.8)
  - Identification of remote location on agenda, remote posting and opportunity to participate at remote location *not* required
  - Public allowed to participate remotely by audio/video or telephone
  - Notice of how public can participate remotely included in agenda

"Open and Public"

- Teleconferencing and remote meeting participation - SB 707
- Remote meetings in state or local emergencies and for just cause (§54953.8) cont.
  - If remote communications disrupted, actions must stop until communications restored
  - Public comments cannot be required in advance
  - Platforms that require participant registration may be used
  - Cannot close public comment until timed period expires

"Open and Public"

- Teleconferencing and remote meeting participation - SB 707
- Additional rules for remote meetings in state or local emergencies (§54953.8.2)
  - Determine by majority vote if meeting in person would present imminent risk to attendees
  - Every 45 days after determination council must reconsider the emergency circumstances and find the emergency continues to directly impact the ability of the members to meet safely in person

"Open and Public"

- Teleconferencing and remote meeting participation - SB 707
- Additional rules for remote meetings for good cause (§54953.8.3)
  - Quorum must participate from single location in city open to the public
  - The member with just cause must notify the council a soon as possible, including at the start of the meeting, of just cause for remote participation
  - Remote member must participate through a/v

"Open and Public"

- Teleconferencing and remote meeting participation – SB 707 Hybrid Meetings
- Effective July 1, 2026, cities with populations of 30,000 or more must offer two-way remote participation
  - Must offer two-way audiovisual or telephone participation for the public when two-way remote services are operational
  - Adopt at a noticed public meeting (not on consent agenda) a policy on disruption of remote services, including: recessing for at least 1 hr. while attempting to restore service; if service not restored, adoption of findings of good faith attempt and public interest in continuing outweighs public interest in remote access

"Open and Public"

- Other SB 707 requirements
  - Copy of Brown Act to be provided to all legislative body members
  - Oral report prior to action on executive compensation now also applies to department heads
  - Effective July 1, 2026, agendas must be translated into languages spoken by 20% or more of the population
  - Effective July 1, 2026, cities with populations of 30,000 or more must provide specified assistance for translation of public meetings, and take specified actions to encourage public participation by residents in underrepresented and non-English speaking communities

“Open and Public”

- Closed session exceptions
  - Examples:
    - Litigation
    - Real Estate Negotiations
    - Public Employment
    - Labor Negotiations



  - Requirements:
    - Agenda – “safe harbor” descriptions
    - Public comment before closed session
    - Public report of actions and votes
    - Confidentiality

Public Records Act

- Reasonably identified "public records" must be disclosed on request unless they are "exempt"



"Public Records"

- Includes:
  - Any writing containing information relating to the conduct of the public's business that is prepared, owned, used or retained by the agency regardless of physical form or characteristic
  - Electronic records
    - *City of San Jose v. Sup. Crt. (Smith)*: "writings about public business are not excluded simply because they have been sent, received or stored in a personal account."



"Public Records"

- Exempt from disclosure:
  - Statutory list of exemptions
  - Records exempt under federal or state law
  - "Catchall" or "Public Interest" exemption allows nondisclosure where the public interest in nondisclosure clearly outweighs the public interest in disclosure



Ethics

- Political Reform Act
  - Prohibits officials from making, participating in, or influencing a governmental decision in they have a disqualifying financial interest
  - Reporting obligations
- Government Code Section 1090
  - Prohibits officials from having a financial interest in their agency's contracts
- Common Law conflicts
- Incompatible Offices – Section 1099
  - Prohibits public officials from holding multiple offices that are incompatible with one another

Councilmember's Role with Respect to City Employees

- Typically, the council has appointing, disciplining, terminating authority over the council direct reports (e.g., city manager, city attorney, city clerk - if appointed)
- Generally, council lacks appointing, disciplining, terminating authority over other city employees



City Council-City Attorney Relationship

- City is the client, not individual members
- Consult the city attorney early and often
- Anticipate that the city attorney and city manager will coordinate on feedback to council questions
- Recognize that a simple answer is not always possible or adequate

Emilio Camacho, Senior Deputy City Attorney, Sacramento
Eric Danly, City Attorney, Petaluma



DATE: January 26, 2026
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S RATE DECREASE REQUEST FOR ITS INCOME QUALIFIED PROGRAMS APPLICATION TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) (A.26-01-003)

What is being requested?

PG&E is requesting $1,025.2 million in revenue for program years 2028 through 2033, which is lower than the revenue authorized for the current income-qualified program cycle. The request covers administrative and program costs for the California Alternate Rates for Energy (CARE), Family Electric Rate Assistance (FERA), and Energy Savings Assistance (ESA) Programs, as well as costs for the Concurrent Application System.

Estimated decrease in electric rates (2028–2033)

If approved, residential electric rates for income-qualified programs will decrease overall for the 2028–2033 program cycle compared to current rates. This decrease will be phased in over the program cycle years. Actual changes in rates may vary by year. Detailed rate information will be sent directly to customers in a bill insert in January 2026.

Estimated change in gas rates (2028–2033)

If approved, residential gas rates for income-qualified programs will change overall for the 2028–2033 program cycle compared to current rates. This rate change will be phased in over the program cycle years. Actual changes in rates may vary by year, with most years reflecting decreases and one year (2032) showing a very small residential increase of approximately 0.03%. Detailed rate information will be sent directly to customers in a bill insert in January 2026.

How would this impact the typical residential customer?

If the request is approved, a typical residential electric customer using 500 kWh per month would see a bill decreases of approximately $0.01 per month. A typical residential gas customer using 31 therms would see a bill increase of approximately $0.03 per month. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

Additional information

An administrative law judge will hold hearings, consider evidence, testimony and public comments before drafting a proposed decision on this application. CPUC Commissioners will then vote on a final decision at a public meeting.

You can read more about PG&E's request and make public comment by visiting apps.cpuc.ca.gov/c/A2601003. For questions about participating in CPUC matters, you can contact the Public Advisor's Office at Public.Advisor@cpuc.ca.gov, 1-866-849-8390, or 505 Van Ness Ave., San Francisco, CA 94102. Please reference A.26-01-003 in any communication with the CPUC.

Questions about the request

If you have questions about PG&E's filing, please contact PG&E at 1-800-743-5000. For TTY, call 711. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
2028-33 Income Qualified Programs Funding Application (A.26-01-003)
P.O. Box 1018
Oakland, CA 94604-1018

DV-300 Request to Change or End Restraining Order

Instructions

Use this form to ask a judge to change or end a domestic violence restraining order (form DV-130) that is still in effect (not expired). You can also use this form to ask to change or end a juvenile restraining order (form JV-255) based on domestic violence, if the juvenile case has been closed. For more information on this process, read form DV-300-INFO, *How Do I Ask to Change or End a Domestic Violence Restraining Order?* Do not use this form to ask to change or end orders made in a separate family law case (a case with a different case number than your restraining order). For more information, read form FL-300-INFO, *Information Sheet for Request for Order.*

Clerk stamps date here when form is filed.

FILED
Superior Court of California
County of Butte
SEP 16 2025
Sharif Elmallah, Clerk
By: Steven Cooper Deputy

Fill in court name and street address:

Superior Court of California, County of BUTTE
1775 Concord Ave
1775 Concord Ave
Chico 95928
North County Courthouse

Fill in case number:

Case Number: 16FL00031

1 Your Information

a. Name: Rhonda L. Magnusson

b. Who are you in this case? *(Check one):*
☐ Protected person ☑ Restrained person

c. Is this your first request to change or end the restraining order?
☐ Yes ☑ No *(How many times have you made a request?):* _____

d. ! Address where you can receive court papers

(This address will be used by the court and the other party to send you official court dates, orders, and papers. You may use another address like a post office box, a Safe at Home address, or another person's address, if you have their permission and can get your mail regularly. If you have a lawyer, give their information.)
Address: homeless
City: Oroville State: CA Zip: 95965

e. ! Your contact information *(optional)*

(The court could use this information to contact you. If you don't want the other party to have this information, leave it blank or provide a safe phone number or email address. If you have a lawyer, give their information.)
Telephone: _____ Email Address: rhondmagnusson55@gmail.com Fax: _____

f. Your lawyer's information *(if you have one)*
Name: N/A State Bar No.: _____
Firm Name: _____

2 Information About Your Case

a. The other party in this case is *(full name):* Dawn Lopez

b. The current order expires on *(date):* in a perment effect

(Attach a copy of the current restraining order (form DV-130, DV-330, DV-730, or JV-255).)

Case Number: 16FL00031

3 Request

a. ☑ I ask the judge to end all the orders granted in the restraining order (form DV-130, DV-330, or JV-255).

b. ☐ I ask the judge to change or end some of the orders in the restraining order (form DV-130, DV-330, or JV-255).

(If you checked b, complete section below)

(1) **Describe the changes that you want the judge to make to the restraining order**

(For example, you can identify the order by name (stay-away order) and say "I ask for the stay-away order to be changed to ...")

This case is perjurd by Dawn Lopez, and has damaged my life in many ways, including the taken of my then 10 year old daughter please review all documents in this case, and I have previded six documents as further ~~explanations~~ explanation.

I am asking that Judge ~~Steven Reed~~ Stephen Benson, be removed for a conflick of interest, He kept into effect a perjured restraining that was granted by Judge Micheal that also was removed for a conflick along with Judge Clare Keithley

(2) **Do you want the judge to change orders for child custody or visitation?**

☐ Does not apply to my case. I do not have a child with the other party in this case.

☑ No.

☐ Yes. (If yes, you must complete form DV-305 and attach it to this form.)

Case Number:

3 b. (3) **Do you want to add people to, or remove people from, the restraining order?**
(listed on form DV-130, item 3, or JV-255, item 3)

☐ No
☐ Yes *(complete section below)*

Full name	Age	Relationship to you	Lives with you?	Request to:
All people involved in ord			☐ Yes ☑ No	☐ Add ☐ Remove
			☐ Yes ☐ No	☐ Add ☐ Remove
			☐ Yes ☐ No	☐ Add ☐ Remove
			☐ Yes ☐ No	☐ Add ☐ Remove

☐ Check this box if you need to list more people. Use a separate piece of paper and write "DV-300, Other Protected people" at the top. Turn it in with this form.

Explain why the people listed above should be added or removed.

(4) **Do you want the judge to change the restraining order immediately?**
(Usually, a judge makes a decision at a court hearing, when both sides have a chance to speak and give evidence. In some situations, a judge may make orders immediately (1) if you are the protected party and temporary orders are needed for more protection, (2) to prevent immediate harm to a child in this case, or (3) if there is an immediate risk that a child in this case will be taken out of California. If you are the restrained party, the judge cannot end or change the restraining order before the protected party has been properly served with this request and there has been a court hearing on your request.)

☑ No.
☐ Yes. *(If yes, complete section below.)*

Describe the orders you are asking the judge to make immediately.

Explain why you need orders immediately.

This is not a Court Order.

4 Reason for Request

In this section, explain why you are asking the judge to change or end the orders.

This order is perjured by Dawn Lopez.
further explanation in case recorder.

☐ *Check here if there is not enough space for your answer. Attach a sheet of paper and write "Attachment 5, Reasons for Request" for a title.*

5 ☐ Extend My Deadline to Give Notice to the Other Party

(Usually, the judge will give you about three weeks to serve the other party with your request. If you need more time to serve the other party, the judge may be able to give you more time.)

I ask the judge to give me more time to serve the other party because *(explain why you need more time):*

6 ☐ Lawyer's Fees and Costs

I ask that the other party pay for some or all of my lawyer's fees and costs.

7 Additional Pages

a. How many additional pages are you attaching to this five-page form? 6

b. Which forms are you attaching to this order? *(Check at least one):*

☐ DV-130 ☐ DV-330 ☐ DV-730 ☐ JV-255 ☐ Other: Court record in case
A Statement for order for this restraining ord made by Dawn Lopez in 2016, and three Sheriff event logs as well as a letter from CEO. of Oroville Robert J Wentz

8 Your signature

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 09/16/2025

Rhonda L Magnusson
Type or print your name

Rhonda L Magnusson
Sign your name

9 Your lawyer's signature *(if you have one)*

Date: _____

N/A
Lawyer's name

_____
Lawyer's signature

Your Next Steps

- After you complete this form, complete items 1 and 2 of form DV-310, *Notice of Court Hearing and Temporary Order to Change or End Restraining Order.*
- File this form and form DV-310 with the court clerk. **You must do this before your restraining order expires.**
- Once you get your forms back from the court, follow the judge's orders on how to serve the other side (look at form DV-310, item 5). Have an adult (not you or anyone protected by the restraining order) serve the other side with a copy of your forms. You can also ask the sheriff to personally serve the papers, and they will do this for free. See form SER-001, *Request for Sheriff to Serve Court Papers*. Learn more about service at www.selfhelp.courts.ca.gov/DV-restraining-order/change-end/serve-request.
- After the other side has been served, have the person who served your papers complete a form and file the completed form with the court:
  - If the papers were personally served, have your server complete form DV-200, *Proof of Personal Service.*
  - If the papers were served by mail, have your server complete form DV-250, *Proof of Service by Mail.*
- If you are asking to change child support or spousal support, you must also complete form FL-150, *Income and Expense Declaration.* If you are only asking for child support, you may be eligible to fill out a simpler form, FL-155, *Financial Statement (Simplified).* Read form DV-570 to see if you are eligible. Before your court date, turn in your completed form to the court and serve a copy on the other party.

To your Honor,

my name is Rhonda Magnusson,

and I am asking that this case be dismissed do to the fact it is perjured by Dawn Lopez, in order to cover her very serious action's involving my daughter and I in Dec, 2015

Your Honor, within these pages is the complete truth of Dawn's intent, and my daughter and I are in need of relief from it.

Please your Honor, let me start by saying I have no ill intent for Dawn, or this matter.

To be Honest I gave this to God long ago, because it gave me a very good understanding on what it would take to drive someone to no return!

I could go on about this for ever and believe me I want to, and need to, but the truth is I Rhonda Lourie Magnusson, did not at no point in my

history threating to kill Dawn Marie lopez, I did not threaten her family, I did not make threaten calls in 2019 that renewed this order, and put me in jail for two raonths, case# 18FL07997.

These calls were also used to renew to a permadent affact Judge Micheal P. Candela 2024.

Dawn then claimed I went to house six years ago, I stated under oath I have not been to Dawn's house 02/27/2016 and you have ~~that~~ ins' the event log from the Sheriffs department.

Your Honor, there is so much to this, and it has gone on for so long. My punishment ~~te~~ for something I did not do should not be a life sentance.

Sincerly

Rhonda L. Magnusson

Case Number:

(4) **Describe other recent abuse.**

a. Date of other recent abuse: Dec 19th my 10 year old Daughter Destiny witnesse all of this!

b. Who was there? (Home w/ Destiny Magnusson, Rhondas daughter)

c. Describe how the person in (2) abused you or your children: Rhonda made a threat at the Oroville Hospital that she was going to kill me. She had been admitted Friday evening for chest pain. I had been talking to her on the phone Sat morning and she was saying how I cant do this and that with her daughter and if her daughter came back to her and acted like she didn't want to be with her mom I would never see her again. I informed her if I wasn't here to take care of her and she ended up in the hospital again the shelter would have to call the sheriff about her daughter and CPS would get involved I'm the only one she knows around here. She started screaming "your not calling CPS, I'm coming to get her" I kept telling her thats not what I said but she wouldn't listen. I called the nurse supervisor Betty Gonzales and informed her that Rhonda was leaving the hospital. She called me back and said Rhonda threatened to kill you and she left to come to my house.

d. Describe any use or threatened use of guns or other weapons: N/A

e. Describe any injuries: None

f. Did the police or other law enforcement come? ☐ No ☒ Yes

If yes, did they give you or the person in (2) an Emergency Protective Order? ☐ Yes ☒ No ☐ I don't know

The Emergency Protective Order protects ☐ You ☐ The person in (2)

Attach a copy of the Emergency Protective Order if you have one.

(5) **Describe other abuse against you or your children.**

This emotional abuse by Rhonda Magnusson is primarily aimed at me. Dawn Lopez, sister to her ex husband. It isn't years of degrading, insulting, profane speech. A whole country used to separate us but now she is here, intent on keeping up the abuse. But now she threatens to drag my son and his wife into it. She says she will not stop and I believe her. She went to her husbands work and harassed him, there, she will do the same to me. Everett Magnusson, Rhondas exhusband has

Check here if you need more space. Attach a sheet of paper and write "DV-101—Description of Abuse" for a title.

COPY

Oroville Hospital

May 18, 2021

Rhonda Magnusson
1735 Magnolia Avenue
Chico, California 95926

To Whom It May Concern;

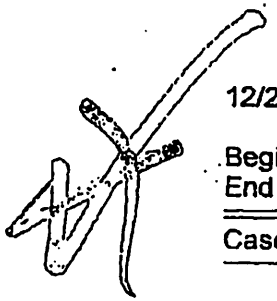
This correspondence is in response to your recent request for a confirmation letter from Oroville Hospital regarding your 2015 hospitalization. Oroville Hospital has found no evidence that any information was given to a third party about your hospital stay.

Should you have any questions, please contact Oroville Hospital Administration at (530) 532-8550.

Sincerely,

Robert J. Wentz
President /CEO

RJW/sr



12/21/2015 15:40:01 Event Log - Public

Begin time: 12/19/2015 09:21:00
End time: 12/19/2015 10:21:00

Case	Classification	Disposition	Staff
	MSFD	N	M SANDQUIST
	422	N	M SANDQUIST

Event [redacted] Time: 12/19/2015 09:22:53 Call Taker: A WETTER
Location: 45 INGLEWOOD DR / OROVILLE GARDEN RANCH RD, OROVILLE
RP: [redacted]LOPEZ,DAWN
Synopsis: RP ADV HER EX SISTER IN LAW THREATENED TO KILL HER. RP ADV THE SUBJ MADE THE THREAT TO OMC STAFF WHO CALLED TO NOTIFY HER. RP ADV THE RESPONSIBLE LEFT THE HOSPITAL AND SHE BELIEVES SHE IS ON HER WAY OVER TO HER HOUSE, PROBABLY ON FOOT

12/21/2015 15:40:46

Event Log - Public (C15 - 11976)

They wont give me the report to this incident.

Begin time: 12/14/2015 09:54:00
End time: 12/14/2015 10:54:00

Case	Classification	Disposition	Staff
	KEEP	N	M SANDQUIST

Event: 15-AG2410 Time: 12/14/2015 09:55:04 Call Taker: A WETTER
Location: 45 INGLEWOOD DR / OROVILLE GARDEN RANCH RD, OROVILLE
RP: LOPEZ,DAWN
RP: MAGNUSSON,RHONDA
Synopsis: RP REQUEST A STAND BY TO PICK UP HER CHILD, ADV THE JUVNILE BEEN STAYING AT THIS RESIDENCE WITH HER AUNT AND SHE IS REFUSING TO TURN HER OVER WITHOUT A DEPUTY ON SCENE BECA SHE IS CONCERNED THE RP IS GOING TO CAUSE A 415V

	602	N	S BRANDOW

Event: 16-AB0458 Time: 02/27/2016 14:26:09 Call Taker: A KELLY
Location: 45 INGLEWOOD DR / OROVILLE GARDEN RANCH RD, OROVILLE
RP: LOPEZ,DAWN
Synopsis: EX SISTER IN-LAW AT LOCATION REFUSING TO LEAVE.

PER 31 SUBJECT LEAVING

minute order of Julic S

Dawn gave two differnt storys on how she got my daughter

SOCIAL HISTORY OF THE MINOR(S): The same day and time but diffent city Dawns, first story

Current Circumstances:

X The mother brought the minor, age 12, to the petitioner's home on February 5, 2018, and asked that she care for the minor until the mother got her life in order. The relationship subsequently became very acrimonious when the petitioner attempted to shelter the minor from negative behaviors.

false

Truth (2015 wast Destiny first time CA)

Prior to arriving in Oroville, the minor lived with both parents for approximately ~~six~~ five months in San Andreas, CA. The mother and minor originally returned to California during December 2015 and then went back to the State of Maine in April 2016. The mother and minor lived in a Maine shelter for approximately six months and then in an apartment. In July 2017 the mother and minor moved back to California. The parents divorced in 2009, and made an attempt at reconciliation during 2017. In early January 2018, the father reportedly had to have the mother removed from the home by the local Sheriff's Office because of domestic violence. The school records for the minor are incomplete. Both parents reportedly have or have had substance abuse problems. The mother was reportedly awarded full custody of the minor when the parents divorced in Maine in 2009, because the father did not show up for the court hearing.

false we can because I was sick ect.

That was dismissed. (Perjury)

false

I am and was clean and sorry

Truth

In 2015, the mother reportedly self-admitted herself to a hospital for suicidal ideations. The petitioner reported she has approximately 300 telephone recordings left by the mother on a software application called "Magic Jack" where the mother, on some of the recordings, is begging the petitioner to take the minor because she can no longer care for the minor, and is unable or unwilling to feed, clothe or provide shelter for her.

The minor stated she wants to stay with her aunt until her mother gets her life in order. The petitioner obtained a one-year restraining order against the mother in 2016 (16FL00031).

MC-025

SHORT TITLE: Destiny Mckenzie Magnusson

CASE NUMBER:

ATTACHMENT (Number): 3

(This Attachment may be used with any Judicial Council form.)

My name is Dawn Lopez and I am the Aunt to Destiny Magnusson. I am requesting guardianship at this time due to the moms present circumstances. Currently Rhonda Magnusson has no way to support her daughter. Rhonda is currently living in her car which was damaged 2 days ago when she got into a wreck and can no longer be driven. She (Rhonda) was here in Oroville Dec 2015 - April 2016 and put her daughter in the homeless shelters in the dead of winter instead of keeping her with me. She proceeded to get kicked out of the Oroville Rescue Mission & Torres Shelter in Chico. She claims she can not get into the local shelters because of the warrant in Tennessee and she uses pot. She is not able to provide any appropriate shelter for her daughter. She sent ~~Jill~~ my daughter-in-law ~~stating~~ a text stating that ~~the last time she~~ ~~Destiny~~ all the shelter stays almost destroyed ~~her~~ Destiny and that her daughter would come to us. This was on 12-31-2017. Second Story!

X I picked Destiny up from Rhonda Feb 5 2018 outside the Jesus Center because Rhonda & Destiny asked me. I currently have a restraining order against Rhonda due to her unpredictable behaviors. She extremely verbal abusive and verbally threatening. I received my restraining order at Chico Court House. I am willing to get it modified for brief exchanges of Destiny and civil conversation. I love my niece Your Honor. I have witnessed a child being put through terrible situations because of a possessive mother. Rhonda will make her daughter leave a loving stable home if she doesn't get what she wants. Destiny has lived in 10 different places since 2-4-15 and deserves to have a stable home. She has not had regular schooling this year (K-12 online program she rarely did) and is in danger of repeating 7th grade. This is a critical time of her life and she needs a stable consistent environment to thrive in. Rhonda calls her daughter at least 15 times a day to check up on her and if she doesn't answer her phone the mom calls her ex-husband to call me to see whats happening. She gets really crazy when she feels as if we are preventing her from talking to her.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Rhonda L Magnusson Homeless Oroville CA, 95965 TELEPHONE NO.: none FAX NO. (Optional): E-MAIL ADDRESS (Optional): rhondamagnusson55@gmail.com ATTORNEY FOR (Name): none	Item v.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 1775 Concord Ave MAILING ADDRESS: CITY AND ZIP CODE: Chico CA, 95928 BRANCH NAME:	FILED Superior Court of California County of Butte SEP 17 2025 Sharif Elmallah, Clerk By _____ Deputy
PLAINTIFF/PETITIONER: Dawn Lopez DEFENDANT/RESPONDENT: Rhonda Magnusson	
DECLARATION	CASE NUMBER: 16FL00031

: have court documents from Bangor courts in Bangor ME, regarding thi natter but I was unable to make copies of all of it do to lack of resour o I am submitting them in this declaration, they are as fellow's:

Divorce Judgment: Docket No. FM-09-382 Nov. 6 2009
. Order to modify: Sept 2013, sol custody granted to me
. A false restraining also dismissed in Bangor ME, filed by Everett Magnusson case # BANDC-PA-2014 06/12/2014. Everett stated it as fact in my child guardien Ship case of my daughter Destiny, case # 18PR00070.
. Order for protection against Everett Magnusson, on behalf of Rhonda Magnusson individually and on the behalf of Destiny Magnuss Docket No. BANDC-PA-2013-0097, 05/08/2013, Everett, spent 30 days in dail, and it also stated this as granted to him case # 18PR00070, it is also on record in this case.

i. Three police reports of arrest made on me because of false statements made by Everett, against me no convictions
2. Statement of a warrant out of TN, 2008.
7. A complaint made on Cheif Bill Iagrone of Oroville police department
5. Complaints on five Judges, made to the commisson of Judical Perform
4. A letter from the commission of Judical Performance.
3. I do not have on hand But in Bangor police record there is over 80 calls made to the Bangor police department from Everett, Dawn Lopez, and their mother Susans Jewells over a four year priode claiming I was harasing them, and well Checks on my daughter, This was because of a city oddance that if the police were called to a rented dwelling 3 times over a 12 month priode it was an eviction. I loss my housing of six years.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Date: 09/17/2025

Rhonda Magnusson
(TYPE OR PRINT NAME)

Rhonda L Magnusson
(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☑ Defendant
☐ Respondent ☐ Other (Specify):