



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

November 18, 2025
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Two Cases.
2. Pursuant to Government Code Section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.

OPEN SESSION

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

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 - 12** 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. MODIFICATIONS TO THE HOME INVESTMENT PARTNERSHIP (HOME) FIRST TIME HOMEBUYER (FTHB) LOAN PROGRAM GUIDELINES

The City Council shall consider approving the required modifications to the HOME FTHB Program Guidelines.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9418 -A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE HOME INVESTMENT PARTNERSHIP (HOME) FIRST TIME HOMEBUYERS (FTHB) PROGRAM GUIDELINES.

2. ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD AGREEMENT 24-CDBG-10013 AND ESTABLISH BUDGET

The City Council shall consider accepting the 2024 Community Development Block Grant (CDBG) Standard Agreement 24-CDBG-10013, in the amount of \$3,600,000, and establish a budget for each of the program activities.

ACTION(S) REQUESTED -

- 1. ACCEPT THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD AGREEMENT 24-CDBG-10013, IN THE AMOUNT OF \$3,600,000.**
- 2. APPROVE BUDGET ADJUSTMENT INDICATED IN THE FISCAL IMPACT OF THE STAFF REPORT DATED NOVEMBER 18, 2025.**

3. ADOPTION OF ORDINANCE NO. 1892 AMENDING CHAPTER 13.08 WASTE AND BURNING REGULATIONS

The City Council shall consider adopting amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability. The proposed updates aim to better align with current practices, public safety priorities, and environmental regulations.

ACTION(S) REQUESTED -

- 1. SECOND READING BY REFERENCE TO TITLE ONLY; AND**
- 2. ADOPT ORDINANCE NO. 1892 AMENDING CHAPTER 13.08 OF THE OROVILLE MUNICIPAL CODE.**

4. AGREEMENT AMENDMENT WITH RAINFORST ART PROJECT FOR EXTENSION OF AGREEMENT FOR GREAT FEATHER RIVER MOSAIC MURAL PROJECT ON TABLE MOUNTAIN BOULEVARD

The City Council shall consider authorizing an extension with The Great Feather River Mosaic Mural Project on Table Mountain Boulevard. It has been a three-year project that is coming due for completion on December 31, 2025. The Rainforest Art Project team is requesting an extension on the date of completion through March 1, 2026.

ACTION REQUESTED -

EXTEND AGREEMENT NO. 3435 TO MARCH 1ST, 2026, TO ALLOW AMPLE TIME FOR THE ART PROJECT TEAM TO COMPLETE THE PROJECT.

5. STORM WATER OPERATIONS AND MAINTENANCE AGREEMENT WITH SURF THRU CAR WASH AT 2298 FEATHER RIVER BLVD

The City Council shall consider approving the Operations and Maintenance (O&M) Plan and Certificate of Responsibility/Agreement for the Surf Thru Car Wash at 2298 Feather River Blvd.

ACTION REQUESTED -

APPROVE THE PLAN AND AUTHORIZE THE MAYOR TO SIGN.

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

The City Council shall consider awarding a contract to Wood Rodgers, Inc. of Roseville CA, for an Engineering and Traffic Survey (E&TS) Report.

ACTION REQUESTED -

APPROVE THE AGREEMENT NO. 3574 WITH WOOD RODGERS (5/7 VOTE REQUIRED); AND AUTHORIZE THE MAYOR TO SIGN.

7. REQUEST FOR CONTINUED SERVICES WITH SUNRIDGE FOR RECORD MANAGEMENT SERVICES FOR POLICE DEPARTMENT

The City Council shall consider approving a request to continue service with Sun Ridge, Inc. for records management services for a term of one year for \$29,084.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3575 FOR A ONE-YEAR EXTENSION WITH SUN RIDGE INC. FOR CONTINUED RIMS SOFTWARE.

8. FEE WAIVER REQUEST – OROVILLE DOWNTOWN BUSINESS ASSOCIATION (ODBA) CHRISTMAS TREE LIGHTING CEREMONY

The City Council shall consider approving a fee waiver for the Oroville Downtown Business Association (ODBA) associated with the annual Christmas Tree Lighting Ceremony in downtown Oroville. This event has historically served as a community-wide celebration, fostering civic pride, tourism, and seasonal economic activity in the downtown core. Staff recommend approval of the fee waiver given the public benefit and community tradition associated with the event.

ACTION REQUESTED -

APPROVE WAIVER OF CITY FEES ASSOCIATED WITH THE OROVILLE DOWNTOWN BUSINESS ASSOCIATION CHRISTMAS TREE LIGHTING CEREMONY.

9. ADMISSION FEE WAIVER- PIONEER CHRISTMAS 2025

The City Council shall consider approving free admission to the Pioneer History Museum for the Pioneer Christmas special event on Saturday, December 13, 2025.

ACTION REQUESTED -

WAIVE ADMISSION FEES FOR THE PIONEER MUSEUM ON DECEMBER 13, 2025, IN SUPPORT OF THE PIONEER CHRISTMAS SPECIAL EVENT.

10. FEE WAIVER- ANY GIVEN CHILD FIELDTRIPS

The City Council shall consider approving the waiving of fieldtrip fees for schools participating in educational programs offered at the Chinese Temple and Pioneer Museum as part of the City of Oroville's partnership with the Ensuring the Arts for Any Given Child initiative.

ACTION REQUESTED -

APPROVE THE WAIVER OF ADMISSION FEES FOR ALL STUDENT FIELD TRIPS CONDUCTED AT THE CHINESE TEMPLE AND PIONEER MUSEUM IN PARTNERSHIP WITH THE ANY GIVEN CHILD INITIATIVE.

11. FEE REIMBURSEMENT REQUEST – VETERANS PARADE HOSTED BY THE EXCHANGE CLUB

The City Council shall consider approving a reimbursement request of City fees associated with the annual Veterans Parade held in downtown Oroville. This event is run by the Oroville Exchange Club. This community event honors local veterans and active duty service members while promoting civic pride and unity. Staff recommend approval of the reimbursement due to the event's clear public benefit and its alignment with the City's ongoing commitment to support community and veteran-related initiatives.

ACTION REQUESTED -

APPROVE REIMBURSEMENT OF CITY FEES IN THE AMOUNT OF \$113.42 ASSOCIATED WITH THE VETERANS PARADE ORGANIZED BY THE EXCHANGE CLUB OF OROVILLE.

12. APPROVAL OF NOVEMBER 4, 2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the Regular Meeting minutes of 11.04.2025.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

13. APPOINTMENTS AND REAPPOINTMENTS TO THE CITIZEN'S OVERSIGHT COMMITTEE (MEASURE U)

The City Council shall consider appointing 3 new individuals to the Citizen's Oversight Committee (Measure U). These 3 individuals come as a recommendation from the Executive Committee meeting held on October 28, 2025. The individuals recommended for appointment are: Dacota Quinn, Richard Chamberlain, and Alicia Lapp. Additionally, the City Council shall consider reappointing the following members to the Citizen's Oversight Committee: Mark Grover, David Quintel, and Ken Malone.

ACTION(S) REQUESTED -

1. APPOINT DACOTA QUINN, RICHARD CHAMBERLAIN AND ALICIA LAPP TO THE CITIZEN'S OVERSIGHT COMMITTEE (MEASURE U) WITH TERM DATES OF NOVEMBER 18, 2025 THROUGH NOVEMBER 18, 2027; AND

2. REAPPOINT MARK GROVER, DAVID QUINTEL, AND KEN MALONE TO THE CITIZEN'S OVERSIGHT COMMITTEE (MEASURE U) WITH TERM DATES OF NOVEMBER 18, 2025 THROUGH NOVEMBER 18, 2029.

14. AUTHORIZATION TO FACILITATE AIRPORT FBO ROOF REPAIRS

The City Council shall consider authorizing staff to facilitate repairs to the roof at the Oroville Municipal Airport FBO hangar and office area (one building).

ACTION REQUESTED -

AUTHORIZE STAFF TO PROCEED WITH PVC MEMBRANE ROOFING OVERLAY FOR THE FBO BUILDING AT OROVILLE MUNICIPAL AIRPORT.

15. MODIFICATION OF CONTRACT; DESIGN-BUILD ENTITY FOR CORPORATION YARD PROJECT, MULTI-BUILDING REMODEL AND SITE WORK DESIGN/BUILD PROJECT AT 655 CAL OAK

The City Council shall consider modifying the contract with United Building Contractors, Inc (UBC) of Chico for Design/Build Construction Services on the new City of Oroville Corporation Yard.

ACTION REQUESTED -

APPROVE THE MODIFICATION OF THE CONTRACT WITH UNITED BUILDING CONTRACTORS, INC. TO INCREASE FUNDING BY \$23,160 AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT.

16. REQUEST TO ENTER INTO AGREEMENT WITH BLUE VOICE, LLC TO PROVIDE REAL TIME ASSISTANCE TO OROVILLE POLICE OFFICERS

The City Council shall consider approving an agreement with Blue Voice, LLC. Oroville Police Department wishes to utilize Blue Voice, LLC software to enhance officer access to legal resources, mapping tools, and investigative support services.

ACTION REQUESTED -

APPROVE FOUR-YEAR AGREEMENT (AGREEMENT NO. 3576) WITH BLUE VOICE, LLC AND AUTHORIZE THE MAYOR TO SIGN.

17. EMPLOYMENT AGREEMENT WITH RONNIE BELSER FOR POSITION OF CODE ENFORCEMENT DIRECTOR

The City Council shall consider approval of a new employment agreement with Ronnie Belser for the position of Code Enforcement Director.

ACTION(S) REQUESTED -

- 1. APPROVE EMPLOYMENT AGREEMENT NO. 3568; AND**
- 2. ADOPT RESOLUTION NO. 9419 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RONNIE BELSER.**

18. EMPLOYMENT AGREEMENT WITH BRIAN RING FOR POSITION OF CITY ADMINISTRATOR

The City Council shall consider approval of a new employment agreement with Brian Ring for the position of City Administrator.

ACTION(S) REQUESTED -

- 1. APPROVE EMPLOYMENT AGREEMENT NO. 3569; AND**
- 2. ADOPT RESOLUTION NO. 9420 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING.**

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

19. 5:00PM - FIRST READING OF ORDINANCE NO. 1891 ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE, HOUSING CODE, FIRE CODE AND RELATED CODES

The City Council may introduce Ordinance No. 1891 to adopt by reference the 2025 California Building Standards Code (Title 24, Parts 1 through 12), along with the Uniform Housing Code (1997 Edition), Uniform Code for the Abatement of Dangerous Buildings (1997 Edition), International Property Maintenance Code (2018 Edition), and California Wildland-Urban Interface (WUI) Code (2025 Edition).

This adoption also updates Oroville's local Fire Code to reflect new State numbering, incorporates local amendments, and introduces a cross-walk document summarizing changes for public transparency.

ACTION(S) REQUESTED -

- 1. INTRODUCE BY TITLE ONLY AND WAIVE THE FIRST READING OF ORDINANCE 1891 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND THE 2019 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDING CERTAIN PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24; AND**
- 2. CONTINUE PUBLIC HEARING UNTIL DECEMBER 2, 2025 CITY COUNCIL MEETING.**

20. 5:15 PM - PUBLIC HEARING FOR A RESOLUTION OF THE OROVILLE CITY COUNCIL ACKNOWLEDGING THE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT COMMUNITY DEVELOPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1

The City Council shall conduct a public hearing to solicit comments relating to the closeout of the CDBG-DR project related to Lincoln Street Family Apartments 21-DRMHP-21003-NTP1.

ACTION REQUESTED -

CONTINUE PUBLIC HEARING ON THIS TOPIC UNTIL DECEMBER 2, 2025 CITY COUNCIL MEETING.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

i. City of Oroville Fire Statistic Monthly Report - October 2025

ii. Bi-Annual Report from the Southside Oroville Community Center

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on December 2, 2025 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: MODIFICATIONS TO THE HOME INVESTMENT PARTNERSHIP (HOME)
FIRST TIME HOMEBUYER (FTHB) LOAN PROGRAM GUIDELINES**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approving the required modifications to the HOME FTHB Program Guidelines.

DISCUSSION

In July of 2022, staff was notified that the State of California HOME Program was working with Housing and Community Development (HUD) to update HOME's First-Time Homebuyer (FTHB) program policies and that until those policies were set in place, all HOME Program grantees were suspended from expending HOME FTHB Funds. More than three years later, we are finally nearing the ability to start expending HOME grant and program income funds for FTHB.

In order to restart our HOME FTHB Program, staff is required to implement the following policy changes and documents:

1. Update the HOME Program Resale/Recapture Policy;
2. Update FTHB Program Guidelines;
3. Implement a HOME Written Agreement for each borrower;
4. Implement FTHB Grantee Submittal Coversheet and Certification; and
5. Update the Promissory Note, Deed of Trust and HOME Loan Agreement with required Recapture language and Affordability terms, among various other requirements.

Changes to the Recapture Provisions:

1. Period of Affordability: HOME-assisted homebuyer units under the recapture option, the Period of Affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit and updated to the 2025 HOME Regulations. Under \$25,000 (5 years), Between \$25,000 and \$50,000 (10 years), Over \$50,000 (15 years). During the HOME

Affordability Period, the home must remain occupied by the borrower or an eligible heir, as their primary residence, or else all HOME assistance becomes due and payable. In cases where net proceeds may be insufficient to recapture the entire direct HOME subsidy plus interest, the program lender is only able to recapture what is available at sale.

2. Recapture Provisions: Permits the original homebuyer to sell the property to any willing buyer during the Period of Affordability and the Lender can recapture all of a portion of the HOME assistance provided to the original homebuyer. City staff chose the Recapture the Direct Subsidy option which allows the City to recapture the entire amount of the Direct HOME subsidy provided to the homebuyer, plus any interest due to the terms of the HOME Promissory Note before a homebuyer receives a return. The recapture amount is limited to the net proceeds available for the sale or foreclosure. In cases where there is appreciation, the homebuyer would retain any net proceeds exceeding the direct assistance plus interest due that is recaptured.

Changes to Program Guidelines

1. Program Guidelines are now HOME-Only (not combined with CDBG or CalHOME Program Guidelines).
2. Updated Recapture provisions.
3. Added requirement that grantees must use the FTHB Subsidy Calculation Worksheet to document compliance with both debt ration ranges.
4. Added default language that the Principal Residency requirement be for the HOME Affordability Period only, not for the entire term of the loan. (the Promissory Note, Deed of Trust and HOME Loan Agreement were also updated with this language).
5. Updated Affordability Chart to reflect 2025 HOME Regulations.
6. Other misc. modifications.

FISCAL IMPACT

There is no impact to the General Fund.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9418 -A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE HOME INVESTMENT PARTNERSHIP (HOME) FIRST TIME HOMEBUYERS (FTHB) PROGRAM GUIDELINES.

ATTACHMENTS

1. Resolution No. 9418
2. Program Guidelines

**CITY OF OROVILLE
RESOLUTION NO. 9418**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS
TO THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FIRST TIME
HOMEBUYER PROGRAM (FTHB) PROGRAM GUIDELINES**

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

1. The Oroville City Council hereby authorizes the modification to the HOME Investment Partnership Program (HOME) First Time Homebuyer (FTHB) Program Guidelines. A copy of the modified HOME FTHB Program Guidelines have been attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk

City of Oroville

HOME Investment Partnerships Program (HOME)

First-Time Homebuyer Program Guidelines

Serving the City of Oroville



FIRST-TIME HOMEBUYER PROGRAM GUIDELINES

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CITY OF OROVILLE

HOME PROGRAM FIRST-TIME HOMEBUYER PROGRAM GUIDELINES**1.0. GENERAL**

The above-named entity, hereinafter referred to as the “Sponsor” or “Lender,” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer a HOME First-Time Homebuyer program. The homebuyer program described herein (the “Program”) is designed to assist eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of a 30+ year deferred payment “silent” junior priority loan as “Gap” financing toward the purchase price and closing costs of an affordable housing unit that will be occupied by the homebuyers as their primary residence during the HOME Affordability Period. The Program will be administered by [the City of Oroville staff], (the “Program Operator”).

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to ensure nondiscriminatory treatment, outreach, and access to the Program. No person shall, on the grounds of race, color, ancestry, national origin, citizenship, immigration status, primary language, religion, disability (mental or physical), sex and gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status (families with children under 18 or people who are pregnant), source of income, military or veteran status, or age be excluded, denied benefits, or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with disabilities, have access to the Program and will take steps to ensure effective communication with and marketing to applicants, residents, and members of the public with disabilities.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Affirmative marketing efforts will be based upon a comparison (census data will be used) of the Program’s eligible area compared to the demographic characteristics of the population served by the Program. This includes tracking separately all applications, including subsets for those which result in denial of assistance or withdrawal, and for those which result in assistance), and an explanation and analysis of any underserved segments of the population. This information is used to show that protected classes (listed above) are not being intentionally or unintentionally excluded from the Program. Flyers or other outreach materials, in English and any other languages that are the primary languages of a significant portion of the area’s residents, in accordance with

Sponsor's Limited English Proficiency (LEP) Plan, or equivalent, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer seminars to help educate homebuyers about the homebuying process and future responsibilities.

- B. The Program Operator will market the Program to local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be invited to have their customers participate in the Program.
- C. The following statement will be included in all outreach and marketing materials: Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds.
- D. The Sponsor will ensure that all Personally-Identifiable Information remains confidential and is properly protected.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed and the application is signed and dated and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant's name comes to the top of the waiting list, their Program eligibility will be confirmed, and they will then be invited to a briefing regarding participation in the Program. At the briefing, the application is reviewed and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program, along with the following forms: Program Brochure, Attachment (G) Instructions to Homebuyer, List of lenders familiar with the Program, Attachment (E) Seller's Lead-Based Paint Disclosure and the EPA Booklet "Protect Your Family from Lead in Your Home", and (F) Notice to Seller.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that cannot be resolved, the Sponsor reserves the right to deny assistance to the household. In this

case, the applicant may re-apply after six months have elapsed from the time of written assistance denial], as stated in a written assistance denial letter.

- C. Each applicant must participate in individual Homebuyer Counseling consistent with the requirements in Section 1.5 of these Program Guidelines.
- D. The potential homebuyer is given 90 days to find a qualified home and secure a primary loan for the housing unit. If during the 90-day timeframe, the potential homebuyer is unable to achieve this, an extension may be given. However, if the potential homebuyer cannot meet the requirements of finding a qualified housing unit and closing a primary loan within the allotted time to participate in the Program, the reservation of funds expires and the next person on the waiting list will be given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE			
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH			
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 865	\$ 1,180	Housing
Insurance	82	+200	Other Debt Service
Taxes	<u>233</u>	\$1,380	Total Debt Service
Total Housing Expense	\$1,180	(Overall debt service per month is 41% of \$3,388)	
(PITI is 35% of \$3,388)			
OTHER HOUSEHOLD DEBT SERVICE			
Car Payment	\$ 150		
Credit Card Payment	<u>50</u>		
Total Other Debt	\$ 200		
A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30-year term.			

**SUBSIDY CALCULATION
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH**

Purchase Price of Property	\$ 239,000
Less Primary loan amount	138,000
Less down payment <u>1,000</u>	
 Equals “GAP”	 \$ 100,000
 Plus estimated allowable settlement charges	 <u>8,400</u>
 Equals Total Subsidy	 \$ 100,000

*closing costs are typically paid by the borrower, a 3rd “silent” mortgage or gift funds.

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions (see **Attachment F** for Disclosure to Seller form):
- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state-licensed appraiser;
 - 3) The housing unit will be subject to inspection. In accordance with 24 CFR section 92.251(c), the housing unit must be decent, safe, sanitary, and in good repair. The standards must provide that the housing meets all applicable State and local housing quality standards and code requirements and the housing does not contain the specific deficiencies established by HUD based on the applicable standards in 24 CFR section 5.703 and published in the Federal Register for HOME assisted projects and units;
 - 4) All housing units built prior to January 1, 1978, will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the sale is voluntary, seller is not eligible for relocation payments or other relocation assistance;
 - 6) Seller understands that the housing unit must be either: currently owner-occupied, newly constructed, bought by the current tenant, or vacant for three months prior to submission of the purchase offer;
 - 7) If the seller is not provided with a statement of the above six provisions prior to or with the purchase offer, the seller may withdraw from the agreement after this information is provided.

- C. Applicant submits an executed Standard Form Purchase and Sale Agreement, along with a primary lender pre-qualification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines. At this point, an escrow account should be opened and a tentative date for closing established. The applicant is required to deposit a minimum of \$1,000 into the escrow account and provide a receipt to the Program Operator. The deposit will be applied to the purchase price of the property and shall not be refunded to the buyer at the close of escrow. The purchase agreement shall be written in a way that if the sale of the home does not come to completion, the deposit will be returned in full to the applicant. The title company will provide a copy of the Preliminary Title Report to the Program Operator. A forty-five to sixty-day escrow is required for all Homeownership loans. It is the responsibility of the applicant to notify the Program Operator that escrow has been opened.
- D. Program Operator conducts an Environmental Review in accordance with 24 CFR Part 58, and Sponsor's NEPA Certifying Officer signs the appropriate form before any commitment of funds are made to the homebuyer. An acquisition cannot and must not include rehabilitation immediately after transfer of title, and requires completion of a HUD CENST form from the [Environmental Review - HUD Exchange](#) webpage.
- E. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Loan Advisory Committee for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures. See Section 11 of these Program Guidelines. An exception to this rule would be if the interest rate should change before escrow closes due to unforeseen reason. If this should occur, the Director of Business Assistance and Housing Development shall have the authority to accept minor changed to the primary loan as long as the applicant still meets minimum housing expense ratio between 25% and 35% and the total debt to income (DTI) falls between 28% and 42%, and does not exceed the HOME requirements stated in the current Notice of Funding Availability (NOFA).
- F. All properties must be inspected and cleared by the Sponsor prior to the close of escrow. It is the responsibility of the applicant/agent to schedule an appointment with the Sponsor. If the property is in need of repairs, a list of corrections or deficiencies will be submitted to the seller/agent. It will be the responsibility of the parties involved to make the necessary corrections

prior to close of escrow. The property will also be inspected for lead based paint hazards.

- G. When primary lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- H. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the primary lender and the Sponsor. The Program's down payment requirement (below) is in place even if the primary lender has a lower down payment requirement. If the primary lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer must contribute a minimum down payment of \$1,000.
- C. Sponsor will provide a subsidy that is no greater than the applicable HOME Maximum Per-Unit Subsidy Limit for the State of California. Sponsor will provide a loan up to 45% of the purchase price or \$100,000, whichever is less. The subsidy will reduce the amount of the primary lender's loan so that the payments of principal, interest, taxes, insurance, and mortgage insurance and HOA dues, if any, are within approximately 25 to 35% of the household's gross monthly household income. In addition, the borrower's total debt must be within the ranges in Section 5.0. of these Program Guidelines.
- D. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

All Program participants are required to receive housing counseling prior to Program approval, delivered by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. The Program Operator will provide the homebuyer with the needed counselor information. A list of such counseling entities is available at:

https://hud4.my.site.com/housingcounseling/s/?language=en_US.

A copy of the applicant's certificate of completion must be placed into the homebuyer file maintained by the Program Operator. In addition, the Program Operator must include evidence that the counseling provider was HUD-certified when the counseling certification was issued.

Acceptable forms of housing counseling include in-person, phone, and/or internet, provided the client and counselor have an individualized dialogue, with guidance and advice tailored to client's needs. This includes creating a client budget, financial analysis, an action plan, and referrals to relevant resources such as down payment assistance programs or legal services.

Housing Counseling defined: Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: Intake; financial and housing affordability analysis; an action plan, and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR Part 214, which include:

- addressing unique financial circumstances or housing issues;
- focusing on ways of overcoming specific obstacles to achieving a housing goal such as repairing credit;
- addressing a rental dispute, purchasing a home, locating cash for a down payment, and being informed of fair housing and fair lending requirements of the Fair Housing Act;
- finding units accessible to persons with disabilities;
- avoiding foreclosure;
- resolving a financial crisis; and
- the creation of an action plan.

1.6. CONFLICT OF INTEREST REQUIREMENTS

The applicable Conflict of Interest requirements of 24 CFR section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

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

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

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

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State or federal funds on the basis of race, color, ancestry, national origin, citizenship, immigration status, primary language, religion, disability (mental or physical), sex and gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status (families with children under 18 or people who are pregnant), source of income, military or veteran status, or age.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD.

(See Attachment C for current income limits).

Household: Means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

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

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the HCD-published HUD income limits. The annual income definition found at 24 CFR Part 5, as detailed in the most recent HCD program-specific guidance at <https://www.hcd.ca.gov/grants-and-funding/income-limits/income-calculation-and-determination-guide>, will be used to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the primary lender used when qualifying the household. The primary lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by examining at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) and six months of checking statements for the household. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used. The income of live-in aides and the earned income of minors are not included in annual gross income calculations. Certain other household members living apart from the household also require special consideration. The household's projected income must be used, rather than past earnings, when calculating income.

See Attachment A: Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income, or imputed income from assets, however, is recognized as part of annual income under the 24 CFR Part 5 regulations (included as Attachments A and B). An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g., interest on a savings account – or in some cases imputed income, not the asset value, which is counted in annual income.)*

An asset's cash value is the market value, less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property.

The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

Program Operators are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(m) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals, or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.
4. All applicants must have a minimum credit score of at least 620 and demonstrate the ability to receive a primary mortgage interest rate no more than 1% of the Freddie Mac 90-day published rate and must have nothing in collections. Additionally, applicant can't have had a Foreclosure or Bankruptcy in the past two (2) years.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A.** Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within City of Oroville
- B.** Housing unit types eligible for the Homebuyer Program are new or previously-owned single-family residences; condominiums; or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C.** All housing units must be in compliance with property standards in Section 1.3.B.3 of these Program Guidelines.
- D.** Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City as loss payee in order to close escrow.
- E.** Housing must be “modest”, in accordance with the federal HOME regulations at 24 CFR section 92.254(a)(2).

3.2. CONDITIONS

- A.** Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit and, prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the Sponsor’s Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.

The Program Operator is responsible to ensure that a certified housing inspector walks through the housing unit, determines if it is structurally sound, and identifies any code-related and health and safety deficiencies that need to be corrected. A list of necessary repair items will be given to the homebuyers and their Realtor to present to the seller’s agent.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if prior to close of escrow, and seller agrees to

have necessary repairs made to the dwelling unit prior to transfer of property ownership, at the seller's expense.

Upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance complies with Section 1.3.B.3. requirements of these Program Guidelines that the unit is decent, safe, sanitary, and in good repair, and that it meets all applicable State and local housing quality standards and code requirements and does not contain the specific deficiencies established by HUD based on the applicable standards in 24 CFR section 5.703 and published in the Federal Register for HOME-assisted projects and units, at the time of purchase and prior to occupancy.

- 2) Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.
- B. Per 24 CFR section 92.214(a)(6), no additional HOME assistance, including rehabilitation funds, may be provided after the 1-year anniversary of the filing of the Project Completion Report through the end of the HOME Affordability Period. The HOME Affordability Period is as follows (amount does not include Activity Delivery and Administration Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$25,000	5 years
\$25,000 to \$50,000	10 years
Over \$50,000	15 years

During the HOME Affordability Period, the home must remain occupied by the borrower or an eligible heir, as their primary residence, or else all HOME assistance becomes due and payable.

- C. Lead-Based Paint Hazards: All housing units built prior to 1978 for which HOME funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS-certified LBP Risk Assessor/Inspector. HOME general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.

- D. The following requirements must be met:
- 1) **Notification:** a) Prior to homebuyer's obligation to purchase a home built prior to 1978, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet "*Protect Your Family From Lead in Your Home*". (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
 - 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a home built prior to 1978, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
 - 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
 - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately-trained workers. Prior to the contractor starting mitigation work, the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job, to assure that only qualified contractors and workers are allowed to perform the mitigation.
- E. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).
- F. Environmental Review: Program Operator conducts an Environmental Review in accordance with 24 CFR Part 58, and Sponsor's NEPA Certifying Officer signs the appropriate form before any commitment of funds are made to the homebuyer. An acquisition must not include rehabilitation immediately after transfer of title, and requires completion of a HUD CENST form from the [Environmental Review - HUD Exchange](#) webpage.

3.3. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are inadvertently included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The federal URA and Real Property Acquisition Policies Act of 1970, as amended, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including HOME) is provided. Requirements governing real property acquisition are described in HUD's [CPD Handbook 1378.0](#). The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps regarding tenants of housing to be acquired, rehabilitated, or demolished, including tenants who will not be relocated even temporarily.

B. **Section 104(d) of the Housing and Community Development Act of 1974**

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME-assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 42, subpart (C).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. All property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer.

This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program shall not exceed the HOME Homeownership Value Limit for the Sponsor's County as updated by HCD, or a temporary waiver limit approved by HUD and the Department.

Attachment C: HOME HOMEOWNERSHIP VALUE LIMITS *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of approval for the maximum amount the primary lender is willing to loan (the "primary loan"), although the Program may limit the primary loan amount based on the debt-to-income ratio maximums herein.

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, and mortgage insurance and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 25% and 42% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like auto or personal loans, credit card debt, and student debt, as well as child support and alimony payments.

Exceptions to these maximums must be documented and placed into each loan file, to demonstrate compensating factors.

The Program Operator must complete the HOME Subsidy Calculation Worksheet and place it into the loan file to document that the HOME assistance amount was appropriate, based on compliance with the debt ratio ranges in the two preceding paragraphs of this subsection. The Worksheet is currently accessible on the HOME webpage at:

https://www.hcd.ca.gov/grants-funding/grants-forms/docs/HOME_FTHB_Subsidy_Calculation_Worksheet_June_2013_Version.xls.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed, by greater than one percent, the Freddie Mac 30-year Fixed Rate Mortgage rate at <https://www.freddiemac.com/pmms>.

The applicable Freddie Mac rate should be from the date the primary mortgage rate was locked, or else the date of HOME loan approval. No temporary interest rate buy-downs are permitted. The loan file must contain this documentation for Department monitoring purposes.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term “all due and payable” for the duration of the loan as evidenced by the Promissory Note. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the HOME Maximum Per-Unit Subsidy Limits (“Subsidy Limits”) for the State of California. Sponsor will provide a loan up to 45% of the purchase price or \$100,000, whichever is less. The subsidy will reduce the amount of the primary lender’s loan so that the payments of principal, interest, taxes, insurance, and mortgage insurance and HOA dues, if any, are within approximately 25% to 35% of the household’s gross monthly household income

See Attachment C of these Program Guidelines for current Subsidy Limits. Any approved “grant” amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in the Subsidy Limits evaluation, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a Homebuyer's Program subsidy shall be computed according to the debt-to-income ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of a deferred payment (of principal and interest) loan (DPL).

The Program loan's term shall be for the same term as the primary loan. The interest rate shall be 3% simple interest per annum for the first fifteen (15) years of the term. After the fifteenth (15th) year following the date of the loan execution, simple interest will stop accruing and 50% of the interest accrued thus far will be forgiven. After the twentieth (20th) year following the date of loan execution, all interest shall be forgiven and only the principal loan amount is due.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

F. LOAN ADVISORY COMMITTEE PURPOSE AND COMPOSITION

1. Loan Advisory Committee Purpose- the function of the LAC will be to review and act on applications for financing recommended by the Housing staff. The LAC shall specifically review funding proposals and base their recommendation on eligibility, compliance with all program requirements, consistency of staff recommendations regarding the type of assistance. The LAC will also review/approve program guidelines changes and make recommendation to council to approve or deny the changes.

2. Composition- The LAC will consist of three (3) members of the City Council to be appointed by majority vote of the City Council for a maximum two-year term; two (2) individuals that reside in the Oroville City limits and/or own a business or work within the City Limits of Oroville., to be appointed by majority vote of the City Council for a maximum two-year term; two (2) individual alternates to be appointed by the City Council. The Manager of Housing exofficio member without a vote. Terms may be extended by a majority vote of the City Council

7.0. PROGRAM LOAN REPAYMENT (HOME RECAPTURE TERMS)

Recapture of Entire Direct Subsidy

The Program Lender recaptures the entire amount of the direct HOME subsidy provided to the homebuyer, plus any interest due according to the terms of the HOME Promissory Note, before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale or foreclosure.

In cases where there is appreciation, (see definition of Appreciation), the homebuyer would retain any net proceeds exceeding the direct HOME assistance plus interest due that is recaptured.

In some cases, such as in declining housing markets, net proceeds available at the time of sale may be insufficient to recapture the entire direct HOME subsidy plus interest due provided to the homebuyer. Since the HOME Final Rule limits recapture to available net proceeds, the Program Lender can recapture only what is available from net proceeds. In a scenario where recapture provisions state that the entire direct HOME subsidy plus interest will be recaptured, and there are insufficient net proceeds available at sale, the Program Lender is not required to repay to the Department, and the Department is not required to pay back to HUD the difference between the total direct HOME subsidy and the amount available for recapture from net proceeds.

Example: A homebuyer receives \$10,000 of HOME down payment assistance to purchase a home. The direct HOME subsidy to the homebuyer is \$10,000, which results in a five-year Period of Affordability. If the homebuyer sells the home after three years, the grantee or state would recapture, assuming that there are sufficient net proceeds, the entire \$10,000 direct HOME subsidy plus any interest due according to the terms of the HOME Promissory Note. The homebuyer would receive any net proceeds in excess of that amount.

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty. Payments will be applied to principal, thus reducing accrual of simple interest.

7.2. RECEIVING LOAN PAYMENTS

A. Voluntary Program loan payments, and loan payoffs, shall be made to:

City of Oroville
Business Assistance/Housing Development
1735 Montgomery St.
Oroville CA 95965

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

7.3. DUE UPON SALE OR TRANSFER

If an owner sells, transfers title or discontinues principal residency in the purchased property during the HOME Affordability Period for any reason, the loan is immediately due and payable pursuant to the Recapture (loan repayment) terms in the HOME Loan Agreement.

Notwithstanding the foregoing, if the owner of the property dies, even after the HOME Affordability Period expires, an heir may assume the HOME loan at the same rate and terms, if the heir's household meets each of the following requirements:

- does not exceed the current HOME income limits; and
- will immediately occupy the home as their principal residence.

During the HOME Affordability Period, if the property owner dies and the heir does not meet these HOME eligibility requirements, the loan is due and payable.

The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

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

7.5. LOAN MONITORING PROCEDURES

Sponsor must monitor Borrowers and their homes annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy during the Period of Affordability
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN UNDERWRITING AND APPROVAL

A. Loan Underwriting

All homebuyers or their representatives shall receive an eligibility packet with all the necessary forms, disclosures, information, and application. The homebuyer must submit a complete application packet with all the Sponsor's Program loan documents executed, as well as all the information from the primary lender. The primary lender shall submit copies of the following to the Sponsor: 1) fully-executed property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third-party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as credit history, amount of down payment, and size of loan will influence the decision of the primary lender to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such

maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender. The Sponsor must use the information on the credit report for each adult borrower for its calculations of front-end and back-end debt-to-income ratios. The Sponsor requires a credit score of 620 or better. If there are any open collections reported, they must be paid prior to funding the escrow.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be e-mailed or faxed. Based on receipt and review of the final documents, the Program Operator will complete, sign, and date an income certification (using the most-recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability shall then be verified, and a subsidy amount will be determined by the Program Operator.

D. Disclosure of Program and Loan Information to Homebuyers

The Program will inform the borrower of the results of the income determination process, including the permissible range of primary mortgage payments and the maximum purchase price possible. Information on the Program's application will be documented with third-party verifications and/or documents in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite, and title reports provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application provides current debt and housing information and will be documented by the credit report and income/asset verifications. The primary lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the primary lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and cross-checking all the primary lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed, the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set, and Program funds are provided to the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for a copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instructions provided by the Program Lender and shall issue California Land Title Association (CLTA) and American Land Title Association (ALTA) policies to the homebuyer and the Program Lender after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA policy is issued to each lender providing additional coverage for the physical aspects of the property, as well as the homebuyer's title failure. These aspects include anything which can be determined only through physical inspection, such as correct survey lines, encroachments, mechanics liens, mining claims, and water rights. The Program Lender instructs the escrow/title company in the escrow instructions what may show on the policy, the amount of insurance on the policy (all liens should be covered), and the loss payee (each lender should be listed as a loss payee and receive an original ALTA policy).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred, and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's HOME Program Representative or Program Manager. If internally required, the Sponsor's Loan Committee and/or governing body would then need to approve said changes.

10.1. DEFINITION OF EXCEPTION

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

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination regarding the exception request based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.
- C. Note: such exceptions may not directly or indirectly discriminate against protected classes under all current federal fair housing law and state statutes and regulations.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

The Appeals Board is made up of three (3) members, consisting of the Mayor and two (2) City Council members to be appointed by the Mayor. The two council members appointed by the Mayor cannot be the same as the LAC members.

ATTACHMENT A**Income Inclusions and Exclusions**

The Program Operator shall access the current federal income determination regulations online at <https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/subject-group-ECFR174c6349abd095d/section-5.609>, regarding income inclusions and exclusions.

ATTACHMENT B

Asset Inclusions and Exclusions

The Program Operator shall access the current federal income determination regulations at <https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/section-5.603> regarding the definition of Net family assets, to which the regulations at section 5.609 refer.

ATTACHMENT C

HOME HOMEOWNERSHIP VALUE LIMITS FOR CITY OF OROVILLE* (Limits effective 9/1/2024)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$375,000	\$392,000

HOME MAXIMUM PER-UNIT SUBSIDY LIMITS FOR CALIFORNIA (Limits effective 2/13/2024)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$181,488	\$208,049	\$252,994	\$327,293	\$359,263

HOME INCOME LIMITS FOR BUTTE COUNTY* (Limits effective 6/1/2025)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150

*Sponsor will insert these limits for the county in which the Program is located and will update the limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and income limits is: [CDBG, HOME and NHTF/HHC Article I - Income, Value, Subsidy, and Rent Limits | California Department of Housing and Community Development](#)

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Children may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.

(See additional guidance on next page)

- 4 or more people – a second bathroom is allowable.
- 8 or more people – a third bathroom is allowable.
- Same rules apply to mobile home units.
- Adults not in a partner relationship may have their own bedroom

The chart above is used as a guide to overcrowding.

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF OROVILLE

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

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

1. Loan Repayments:

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

Program loan payments, and loan payoffs, shall be made to:

City of Oroville
Business Assistance/Housing Development
1735 Montgomery St.
Oroville CA 95965

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee.

When a property is in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City of Oroville as lender loss payee will be required at close of escrow. The Lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. The Lender requires Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

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

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Annual occupancy verification will occur within 45 days of the anniversary date of the loan.

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

In all cases where there is a change in title, occupancy, and/or use, the Borrower must notify the Lender in writing of the change.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable.

If the owner moves out and converts the owner-occupied unit into a rental unit before the end of the HOME Affordability Period, the loan is due in full, unless the owner moves back in immediately.

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

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Program Lender. Approved refinancing of senior debt will be limited by the Department to circumstances in which the original homebuyer is securing more favorable terms that reduce monthly housing costs, or if sufficient equity exists, to take cash out for only items such as for immediate repairs to the property to correct identified health and safety violations.

There can be no third-party debt payoffs or additional encumbrances on the property. The total indebtedness on the property should not exceed the current market value, except when

the borrower is obtaining a federally-sponsored refinance program loan. If said loan is approved and meets all other requirements, Combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in these Program Guidelines;
2. not have a temporary interest rate buy-down;
3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note shall be modified to coincide with the maturity date of the new first mortgage; and
4. not have a balloon payment due before the maturity date of the Program loan.

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

7. Process for Loan Foreclosure:

Upon any condition of loan default, such as non-payment, lack of insurance or property tax payment, change in title or use without approval, or default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default status. If the default status continues, the Lender may start the formal process of foreclosure.

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

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

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder will then require a full payoff of the balance, plus related foreclosure administrative costs, to cancel foreclosure. If the Lender determines

the reinstatement and maintenance of the property is not cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be released once net available proceeds are received, if any.

Lender as Senior Lienholder

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

- 1) Can the loan be cured, and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

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

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

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

ATTACHMENT E**SELLER'S LEAD-BASED PAINT DISCLOSURE****Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards****Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ____ Purchaser has received copies of all information listed above.

(d) ____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) ____ Purchaser has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Agent's Acknowledgment (initial)

(f) ____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e., eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arm's-length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract, and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Acknowledgement

As the Seller I/we understand that _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Oroville's program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 3 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by its Occupant

I/we hereby certify that I have read and understand this "Declaration" and:

☐ a copy of said Notice was given to me prior to the offer to purchase.

If received after presentation of the purchase offer, I/We choose:

☐ to withdraw, or ☐ not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G
CITY OF OROVILLE

Item 1.

INSTRUCTIONS TO HOMEBUYER

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. Program Operator reviews paperwork to determine program eligibility and financing affordability for participant.
- C. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- D. After consultation with Program Operator regarding approved bedroom and bathroom maximums, if any, and HOME Value Limit, participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. The HOME Program allows only homes vacant for three months or more prior to the date of the purchase offer, unless the current tenant is purchasing the home or the seller has been the only occupant during those three months, to prevent displacement of rental occupants.
- E. Participant selects home and enters into a purchase contract, contingent upon receiving Program loan approval and achieving Environmental Review clearance (see Section 1.3.D). Primary lender provides the Program Operator with a copy of:
 - real estate sales contract, including all addendums and counteroffers, all fully-executed
 - residential loan application and credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos and preliminary title report
- F. Program Operator has home inspected to document health & safety and code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action. Only new construction and homes built within the previous 12 months and not previously occupied are exempt from the home inspection requirement.
- G. Program Operator requests loan approval from Sponsor's Loan Review Committee. Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Request for Notice of Default, Loan Agreement, Regulatory Agreement with City of Oroville and Escrow Instructions, and requests check and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow closeout information. After receipt of recorded loan documents, Final escrow Settlement Statement, Insurance Loss Payee Certification, and Final Title Insurance Policy, the Program Operator closes out the loan file.

ATTACHMENT H LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information

Property Address:		No LBP found or LBP exempt ☐	
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐

Section 2: Visual Assessment.

Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.

Visual Assessment Date:	Report Date:
Check if no deteriorated paint found ☐	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption.

Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.

Date of Presumption Notice:
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐
Attachment B: Summary of Presumption:

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity.

Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.

Date of Hazard Reduction Notice:
Initial Hazard Reduction Notice? Yes ☐ No ☐ Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:
Attachment C: Activity locations and types.
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces, or areas where activities were conducted.
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity

Printed Name:	Signature:	Date:
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Section 6: Contact Information

Organization:	
Contact Name:	Contact Signature:
Date:	Address: Phone:

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure Form DOC 12345.PDF (hud.gov)	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice LSHR-Sample-Notice-of-Lead-Hazard-Reduction.pdf (hudexchange.info)	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264_leadcompliance.doc



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD
AGREEMENT 24-CDBG-10013 AND ESTABLISH BUDGET**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider accepting the 2024 Community Development Block Grant (CDBG) Standard Agreement 24-CDBG-10013, in the amount of \$3,600,000, and establish a budget for each of the program activities.

DISCUSSION

On July 18, 2024, City Council approved a resolution authorizing staff to submit a CDBG grant for \$3,600,000 for a total of three (3) applications. The applications were submitted by the due date and on March 28, 2025, the City of Oroville received an email with a Conditional Approval and on October 15, 2025, staff received an Award Notification. Staff are requesting approval to establish a budget for the following activities:

Purchase of Fire Truck, Engine and Equipment	\$3,100,000.00
Southside Drainage Solution	\$164,486.00
Catalyst Domestic Violence	\$100,000.00
General Administration	<u>\$235,514.00</u>
	\$3,600,000.00

FISCAL IMPACT

A budget adjustment will be required to establish a budget as follows:

General Administration**Fund 222***Revenues:*

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	4570	24CDBGGA	Federal Grants	235,514.00

Expenses:

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	5110	24CDBGGA	Salaries and Wages	184,014.00
2220	6000	24CDBGGA	Advertising	4,000.00
2220	6270	24CDBGGA	Office Expense	4,500.00
2220	6340	24CDBGGA	Other Supplies	4,500.00
2220	6360	24CDBGGA	Outside Services	30,000.00
2220	6430	24CDBGGA	Special Department Exp.	4,000.00
2220	6470	24CDBGGA	Telecommunications	4,500.00

Purchase Fire Truck/Engine/Equipment (CP-A1)**Fund 222***Revenues:*

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	4570	24CDBGCPA1	Federal Grants	3,100,000.00

Expenses:

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	8020	24CDBGCPA1	Equipment	195,632.88
2220	8030	24CDBGCPA1	Capital Purchase Vehicles	2,904,367.12

Southside Drainage Solution (PL-A2)**Fund 222***Revenues:*

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	4570	24CDBGPLA2	Federal Grants	164,486.00

Expenses:

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	6030	24CDBGPLA2	Outside Services	164,486.00

Catalyst Domestic Violence (NH-A3)**Fund 222***Revenues:*

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	4570	24CDBGNHA3	Federal Grants	100,000.00

Expenses:

Budget Unit	Object No.	Project Code	Account Name	\$Amount
2220	6030	24CDBGNHA3	Outside Services	100,000.00

ACTION(S) REQUESTED -

- 1. ACCEPT THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD AGREEMENT 24-CDBG-10013, IN THE AMOUNT OF \$3,600,000.**
- 2. APPROVE BUDGET ADJUSTMENT INDICATED IN THE FISCAL IMPACT OF THE STAFF REPORT DATED NOVEMBER 18, 2025.**

ATTACHMENTS

Award Announcement

Award Notification Letter

Dear Amy Bergstrand,

Congratulations! This is to inform you that your application is now awarded.

Project: abergstrand@cityoforoville.org

Program: 2024 CDBG Main

Notification Date: 10/15/2025

Approval Date:

Approved Amount: \$3,600,000.00

Federal Awards:

- ORG0042 CDBG - 2022 (SL - 46045): \$3,600,000.00
 - Agency: U.S. Department of Housing and Urban Development
 - Fiscal Year: 2022
 - CFDA: 14.228

Total Federal: \$3,600,000.00

Other Awards: No non-federal funds were included in this award.

Total Match: \$0.00

Period of Performance: 07/01/2025 - 06/30/2028

Award/Contract Number: 24-CDBG-10013

Ein: 94-6000320





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: CHRIS TENNS, FIRE CHIEF

**RE: ADOPTION OF ORDINANCE NO. 1892 AMENDING CHAPTER 13.08
WASTE AND BURNING REGULATIONS**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider adopting amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability. The proposed updates aim to better align with current practices, public safety priorities, and environmental regulations.

DISCUSSION

The City Council shall consider amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability.

One of the primary updates to the ordinance is the alignment of burn hours with Butte County and other local agencies. This change promotes consistency across jurisdictions and allows the Fire Chief to modify or suspend burning activities based on weather conditions, fire danger, or air quality concerns. Burn permits will be valid for one year from the date of purchase, and the ordinance would clearly state that permits may be revoked or suspended at any time in the interest of public safety.

Additional updates include more detailed safety requirements, such as mandatory supervision during burning, increased maximum pile sizes and clarification of prohibited materials. The ordinance also strengthens enforcement measures by authorizing administrative citations, permit revocation, cost recovery, and misdemeanor penalties for violations.

FISCAL IMPACT

NONE

ACTION(S) REQUESTED -

- 1. SECOND READING BY REFERENCE TO TITLE ONLY; AND**
- 2. ADOPT ORDINANCE NO. 1892 AMENDING CHAPTER 13.08 OF THE OROVILLE MUNICIPAL CODE.**

ATTACHMENTS

Proposed Ordinance No. 1892 with Updates

Title 13. Public Services

Chapter 13.08. ~~MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND COMPOST COLLECTION AND DISPOSAL~~ Waste and Burning Regulations

Article 1. ~~In General~~ Open (Dooryard) Burning

§ 13.08.090. ~~Burning of MSW, recyclable material or organic waste.~~ Purpose and Scope

- A. ~~Generally. No person shall burn or bury any MSW, recyclable material, or organic waste within the city except those combustibles may be disposed of by burning inside buildings in stoves for that purpose to the extent permitted under laws of the state, and except that MSW, recyclable material, and organic waste may be disposed of by burning to the extent hereafter provided. This article establishes regulations governing open (dooryard) burning with the City of Oroville to protect public safety, air quality, and environmental health. These regulations align with applicable fire safety and air quality standards.~~
- B. **Definitions:**
1. **Open or Dooryard Trash Burning Defined (Nonagricultural).** Open burning or dooryard burning is the burning of growth materials or non-soiled paper from the property owned or controlled by the permittee. This does not include lot clearing, agricultural crop waste or commercial properties. Valid for one-and two-family dwelling properties.
 2. **Agricultural Burning Defined.** "Agricultural burning" shall be defined in the Butte County air pollution control district agricultural and land clearing laws and shall include orchard debris, field crops and all other agricultural waste and land clearing-
- C. **Authority:** The Chief of the Oroville Fire Department or their designee has the following:
1. **Authority to Modify or Revoke.** The Fire chief may alter burn hours, impose additional restrictions, or revoke permits at any time in the interest of public safety.
 2. **Final Authority.** The Fire Chief's decisions regarding permits are final and not subject to appeal. Written notice shall be provided to permit holders when feasible.
- D. **Permit Requirements**
1. **Open or Dooryard Burning.** A dooryard burn permit (OFD 12-6900) shall be obtained from the Oroville Fire Department, **Oroville City Hall or online** before igniting any open or dooryard fire. **No person shall conduct opening burning without a valid Burn Permit issued by the City of Oroville.**

- a. ~~The permit shall be valid for one calendar year.~~ Burn Permits are valid for one year from the date of issuance unless revoked or suspended.
 - b. ~~Permits issued after October 31st of any year shall be valid for the entire calendar year unless otherwise specified.~~ The Fire Chief and or designee retains sole discretion to issue, deny, or revoke permits at any time based on factors including, but not limited to, fire risk, air quality, weather conditions, or other relevant safety considerations.
 - c. An annual permit fee of the amount outlined in the master fee schedule is hereby established for all open burning and agricultural permits issued.
2. ~~Agricultural Burning. An agricultural or dooryard trash burn permit (OFD 12-6500) shall be issued by the fire department after the permittee has obtained an air pollution control board permit. The permit shall be valid for one calendar year. The burning site shall be inspected and approved by the Oroville Fire Department.~~ Pursuant to City of Oroville regulations, a Fire Department burn permit (OFD 12-6500) shall not be required if the permittee holds a valid agricultural burn permit issued by the Butte County Air Quality Management District. However, all agricultural burns conducted within the city limits of Oroville shall be subject to inspection and approval by the Oroville Fire Department prior to the burn.

E. Open Burning/Dooryard Burning Requirements

1. ~~Burning hours are 6:00 a.m. to 11:00 a.m. All fires shall be completely extinguished prior to 11:00 a.m. The fire chief may eliminate the burning hours restrictions during non fire season in order to be consistent with other local fire agencies. Effective dates:~~ Starting on May 1 of each year all burning is permitted between the hours of 6:00 AM and 11:00 AM (must be completed and fully extinguished by 11:00 AM). Burning will be temporarily suspended once the Fire Chief determines that all hazardous conditions have been abated or when local conditions are deemed too dangerous for burning.
2. **Post Burn Suspension (Typically Fall and Winter):** Burning is permitted from 8:45 a.m. until one (1) hour before sunset (unless further restricted by Fire Chief) on days when burning is allowed.

~~The Oroville fire department shall be notified prior to burning by telephone to (916) 532-0480 or (916) 532-0448 or such other telephone number as may be published by the Oroville Fire Department.~~ No prior notification required. Permit holders are not required to notify the Oroville Fire Department prior to burning. However, the Permittee is required to present a copy of permit to any fire officer upon request.
3. **Daily Burn Status check.** Permit holders must confirm the daily burn status with the BCAQMD before igniting:

Residential Burning: www.bcaqmd.org

Agricultural burning: see BCAQMD agricultural guidance

Permit inquires: Contact the Oroville Fire Department
4. ~~Permittee shall have a sufficient number of persons, including self, present at the time of burning to ensure complete safety.~~ Permittee shall ensure that a sufficient number of individuals, including themselves, are present at the time of burning to maintain complete safety.
5. An individual 18 years of age or older must be in attendance and responsible for supervising the burn at all times.

6. **Burn permits may only be issued to the legal property owner.**
7. No burning shall be undertaken unless weather conditions (particularly wind) are such that they can reasonably be considered safe (wind velocity less than 5 mph during burning).
8. Maximum pile size: ~~4-foot~~ **6 foot** diameter piles.
9. Area within 10 feet of the outer edge of pile is maintained free and clear of all flammable material and vegetation.
10. Have water supply at burning site capable of controlling the fire.
11. Residential burning by the use of an open, outdoor fire does not include any material from a business, industry, agriculture, or any other source other than applicant's residence.
12. This permit does not allow the burning of ~~MSW~~ **household trash or garbage**, recyclable material, and organic waste, demolition or construction debris (two-by-fours, plywood, etc.); rubberized, asphalt or petroleum products, materials, impregnated with any form of oil, resin, asphalt or rubber cotton, hemp, wool products, clothing, mattresses and/or bedding.
13. Permittee required to present copy of permit to any fire officer upon request.

F. Burning Bans.

1. Burning bans may be implemented during periods of extreme fire danger due to high temperatures, low humidity or high winds or a combination of these factors.
2. **All burning permits are automatically suspended during a declared burn ban.**
3. When a burning ban is enacted, all local media will be notified for public advisory, however it remains the responsibility of each individual to determine prior to ignition whether or not a burning ban has been enacted.

- G. ~~Penalty for Violation. Any person violating any of the provisions of this section shall be guilty of a misdemeanor.~~
Violations of this Ordinance may result in immediate extinguishment, permit revocations, administrative citation, correction notices, and cost recovery. Each day a violation continues shall constitute a separate and enforceable offense.

1. **Enforcement**

Any fire found to be in violation of this Article, or determined to present a hazard, may be ordered extinguished immediately by the responding officer.

2. **Permit Revocation**

Burn permits may be suspended or revoked by the Fire Chief or a designated enforcement officer.

3. Administrative Citation

Violations of this Chapter or any condition of a burn permit are subject to administration citation in accordance with the Oroville Municipal Code.

4. Correction Notices

Violators may be issued with written notices requiring corrective action within a specified timeframe.

5. Cost Recovery

The City may recover all costs associated with enforcement or emergency response from the responsible party.

6. Continuing Violations

Each day that a violation continues shall be considered a separate offense, subject to additional enforcement actions.

(Ord. 1467 § 2; Ord. 1579 § 1; Ord. 1861 § 2, 2021)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

**RE: AGREEMENT AMENDMENT WITH RAINFORST ART PROJECT FOR
EXTENSION OF AGREEMENT FOR GREAT FEATHER RIVER
MOSAIC MURAL PROJECT ON TABLE MOUNTAIN BOULEVARD**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider authorizing an extension with The Great Feather River Mosaic Mural Project on Table Mountain Boulevard. It has been a three-year project that is coming due for completion on December 31, 2025. The Rainforest Art Project team is requesting an extension on the date of completion through March 1, 2026.

DISCUSSION

In November 2022 the City entered into a three-year agreement with the Rainforest Art Project for the Great Feather River Mosaic Mural along Table Mountain Blvd. This project has been the largest mosaic mural of its kind at over six-hundred feet long, featuring sixty murals on the brick retaining wall on the west side of Table Mountain Blvd. The contract that was signed in 2022 states that the time of completion of work is to be no later than December 31, 2025. The Rainforest Art team would like to extend the contract so that the last tile can be set after the final reveal ceremony that will take place in January 2026.

FISCAL IMPACT

None

ACTION REQUESTED -

**EXTEND AGREEMENT NO. 3435 TO MARCH 1ST, 2026, TO ALLOW AMPLE TIME
FOR THE ART PROJECT TEAM TO COMPLETE THE PROJECT.**

ATTACHMENTS

Project Agreement No. 3435

AGREEMENT EXTENSION

Extension No. 1 to Agreement No. 3435

This Extension Agreement ("Extension") is made and entered into as of the date of the last signature below, by and between the City of Oroville ("City") and Dan Evers of the Rainforest Art Project ("Artist").

WHEREAS, the City and Consultant entered into Agreement No. 3435 on December 21, 2022 for an art project consisting of murals to be installed on a retaining wall along Table Mountain Blvd; and

WHEREAS, the parties wish to extend the term of the Agreement to allow for the continued performance of services under the same terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Extension of Term:
The term of Agreement No. 3435 is hereby extended to March 1, 2026.
2. No Other Amendments:
Except as expressly modified by this Extension, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension as of the dates written below.

CITY OF OROVILLE

By: _____
 Name: _____
 Title: _____
 Date: _____

RAINFOREST ART PROJECT

By: _____
 Name: _____
 Title: _____
 Date: _____

PROJECT AGREEMENT
(Oroville Arts Beautification Agreement No. 3435)

This Agreement for art project ("Agreement") is made and entered into the 1st day of November, 2022, by and between City of Oroville, 1735 Montgomery Street, Oroville, California and Dan Evers of the Rainforest Art Project ("Artist"), San Diego, California.

1.00. General Provisions

1.01. Purpose of Agreement. City owns right of way land and the pedestrian access along the west side of Table Mountain Boulevard from northern entrance of Riverview Terrace Dr. to the Southern entrance of River Terrace Drive, in, Oroville, California ("Property"). City is providing funds from Redevelopment Agency Bond Proceeds and the City's Art in Public Places/Oroville Beautification Fund for the cost associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces.

1.02. Agreement Price. The project is proposed as a three-year project at an estimate of \$150,000 annually for a total of \$450,000 ("Agreement Price"). Artist shall be paid the amount of One Hundred Fifty Thousand dollars (\$150,000) annually for the performance of the work required by the Agreement. The Agreement Price is based on a proposal made by the Artist, and accepted by City Council on November 15, 2022, ("Artist's Budget" attached here to as Exhibit "A").

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

1.04. Time of Commencement and Completion.

- (a) Artist shall commence the project within ten (10) days from the execution of this Agreement and shall satisfactorily complete the work no later than December 31, 2025.
- (b) In making the agreement to complete the work no later than December 31, 2025, Artist has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Artist, or by any other cause beyond the reasonable control of Artist; provided that Artist shall notify the City/Arts Commission in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Artist is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) Time is of the essence of this Agreement.

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

- Artist's Proposal (Project Overview & Budget): Attached as Exhibit "A"
- Ordinance No. 1798 Public Art / Oroville Beautification: Attached as Exhibit "B"

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

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

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

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

1.08 Records Retention

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

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

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

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

in this Agreement or in any proceeds or benefits arising from this Agreement.

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

1.13. Termination.

(a) City Council may terminate this Agreement at any time by a notice in writing to Artist. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims. Upon receipt of such notice, Artist shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this Agreement.

(b) Upon termination of the Agreement City Council will reimburse Artist for any expenses incurred prior to the notice of termination. Upon termination of this Agreement for its breach by Artist, the Agreement Price shall be reduced by the amount of any and all claims which City Council may have against the Artist for damages incurred by the City Council as a result of the breach, including the cost to City to have the work remaining under the Agreement completed by another Artist. Such damage shall also include any reasonable attorney's fees and other costs incurred by City Council in effecting the termination of the work. Any Agreement funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Artist but not yet paid by the City on the date of the termination, may be applied by City Council to the damages which were incurred as a result of the Artist's breach. The balance remaining, if any payable to the Artist. If Agreement funds as indicated above are insufficient, the Artist shall be liable for any unpaid balance.

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

(a) Artist at the following address:

Dan Evers
2169 National Avenue
San Diego, CA 95928

(b) The City at the following address:

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

2.00. ARTIST'S GENERAL OBLIGATIONS.

Artist shall provide the following:

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

- 2.02. Bond: Prior to Commencing any construction, Artist must furnish a payment bond to City Council for one hundred percent (100%) of the work under this Agreement in a form acceptable to the City Attorney.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the RDA) necessary for the completion and execution of the work to be performed.
- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Agreement Documents.
- 2.05. Maintenance of the Property:
- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Artist's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
 - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Agreement.
 - (c) Replace glass damaged or broken by Artist's operation. Upon replacement, remove all labels and wash and polish glass on both sides.
- 2.06. LOSS OF FUNDING. The following are examples of actions (some or all may apply) that may result in the Artist's loss of funding.
- Artist fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
 - Artist withdraws from the grant program.
 - Artist fails to complete the funded Project within the agreed upon time frame.
 - Artist fails to submit all documentation within the time periods specified in the Grant Agreement.
 - Artist is unable to acquire any required permits.
 - Artist changes Project Scope, without prior approval from the Arts Commission.

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

3.00. GENERAL OBLIGATIONS

- 3.01. There shall be no changes, additions, or deletions to this Agreement or the Agreement Documents without prior written approval of the Artist and City/Arts Commission. Any change orders must be signed by the Artist and the City/Arts Commission.
- 3.02. City/Arts Commission shall cooperate with the Artist to facilitate the performance of work.

4.00. ACCEPTANCE/PROJECT CLOSEOUT

- 4.01. Joint Inspection: Upon receipt of a written notice from Artist that the work is ready for final inspection and acceptance, Artist and representatives of the City Council shall meet at the Property. If deficiencies are noted, Artist shall be responsible for correcting the items identified prior to filing a Notice of Completion or receiving final payment.
- 4.02. Notice of Completion: When the work has been completed in conformity with the Agreement Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the representative of the City Council, the City Council shall accept the work by signing a Notice of Completion. This Notice of Completion shall be recorded by the representative of the City Council in the office of the county recorder of the county in which the Property is located.
- 4.03. Final Payment:
- (a) When the Artist submits notice to the City Council that the work is ready for final inspection, Artist shall also submit a request for final payment containing all of the information required by Section 1.06 (c) of this Agreement.

5.00. DISPUTE RESOLUTION

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

6.00. MISCELLANEOUS PROVISIONS

- 6.01. Entire Agreement: The Agreement Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.
- 6.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.
- 6.03. Governing Law: This Agreement and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 6.04. Royalties:
- (A) Artist retains all statutory and common law authorship rights pursuant to the United States Copyright Act (17 United States Code (U.S.C)), relevant California intellectual property and civil laws, and all other rights in and to the Work, except ownership and possession which shall be transferred to the City of Oroville upon Artist's completion of the Work and except as such rights are limited by this paragraph. Upon acceptance of the Work by the Rainforest Art Project, Artist grants to the City of Oroville, and their assignees an irrevocable right and license to make two-dimensional reproductions of the Work for both commercial and non-commercial purposes including, but not limited to: (i) use in advertising, brochures, media publicity and catalogs or other similar publications; (ii) use in promotional

materials; and (iii) reproductions for use in non-profit, City of Oroville fundraising activities.

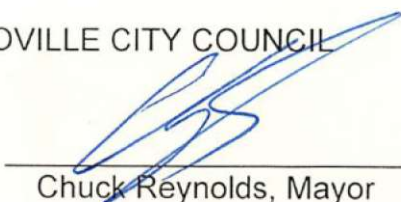
Item 4.

- (B) The Artist acknowledges that the Work is a work for hire as defined in 17 U.S.C. §101 and the California Civil Code §987(b) (2,7) that the City is using for commercial advertising, educational purposes, and promotional purposes.
- (C) The City of Oroville will use reasonable efforts to maintain the Work on the Site, but the parties acknowledge that the Work may be subject to vandalism, graffiti tagging, fading, wear and other damage that may result in the Rainforest Art Project needing to remove the Work.

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

By:  Date: Dec. 21, 2022
Dan Evers, Rainforest Art Project

OROVILLE CITY COUNCIL

By:  Date: Nov. 15, 2022
Chuck Reynolds, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: TIM KABER, PROJECT MANAGER/SENIOR CIVIL ENGINEER

**RE: STORM WATER OPERATIONS AND MAINTENANCE AGREEMENT
WITH SURF THRU CAR WASH AT 2298 FEATHER RIVER BLVD**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approving the Operations and Maintenance (O&M) Plan and Certificate of Responsibility/Agreement for the Surf Thru Car Wash at 2298 Feather River Blvd.

DISCUSSION

The State of California requires Post-Construction storm water mitigation measures for projects that create over 2,500 square feet of impervious surfaces as part of the Municipal Separate Stormwater Sewer System (MS4) permit.

The Surf Thru car wash project applied for and received an MS4 permit from the state. The project is now complete, and Surf Thru must submit an O&M plan to the State to close out the permit.

The O&M plan details actions Surf Thru must perform to mitigate pollutants in the stormwater system and authorizes the City to perform those actions at Surf Thru's cost if the actions are not performed satisfactorily.

FISCAL IMPACT

None.

ACTION REQUESTED -

APPROVE THE PLAN AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Surf Thru O&M Plan and Statement of Responsibility

APPENDIX 9 – O&M PLAN AND CERTIFICATE OF RESPONSIBILITY FORM

OPERATION & MAINTENANCE (O&M) PLAN and STATEMENT OF RESPONSIBILITY

Property Owner Information:

Property Owner Name:	Surf Thru Express				
Name of Contact Person:	Todd Gall				
Mailing Address:	11837 Bolthouse Dr, Ste 400, , CA				
City:	Bakersfield	State:	CA	Zip:	93311
Telephone:	559-432-6744	Email:	surftag@surfthruexpress.co		

Development Information:

Name of Development	Surf-Through Express Car Wash				
Development Address:	2298 Feather River Blvd, Oroville, CA 95965				
City:	Oroville	State:	CA	Zip:	95965
Assessor Parcel No.:					
Name of Person or Organization Responsible for Performing Inspections and Maintenance of the Treatment Control Measures:	Inspections & Reporting: Emerald Site Services Maintenance: Surf-Thru / Landscaping / TBD				
Mailing Street Address:	11837 Bolthouse Dr. Ste 400				
City:	Bakersfield	State:	CA	Zip:	93311
Telephone:	530-232-1315	Email:	surftag@surfthruexpress.c		

Treatment Control Measures:

List the treatment control measures at the development and their inspection frequencies (minimum of once per year). For each treatment control measure, describe conditions that require maintenance or repair. Describe preventative maintenance needed to keep the treatment control measure effective.

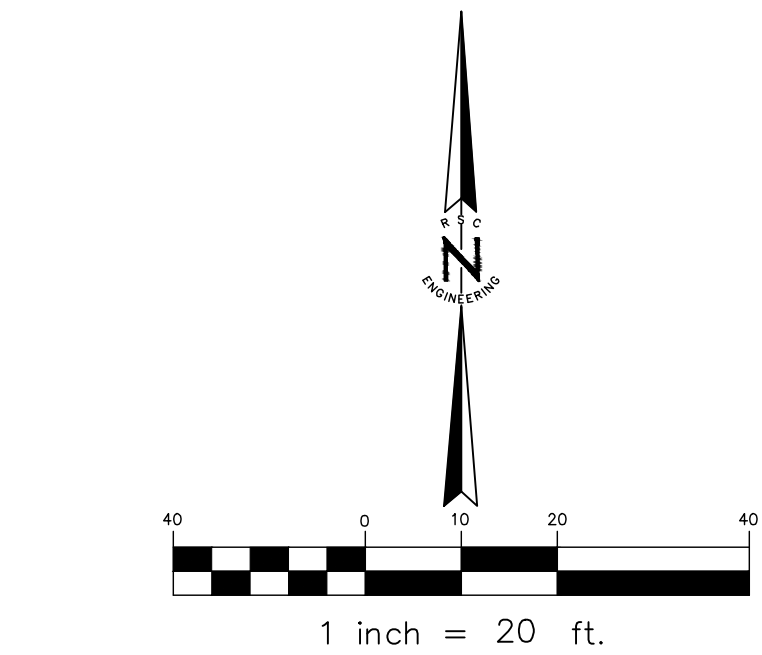
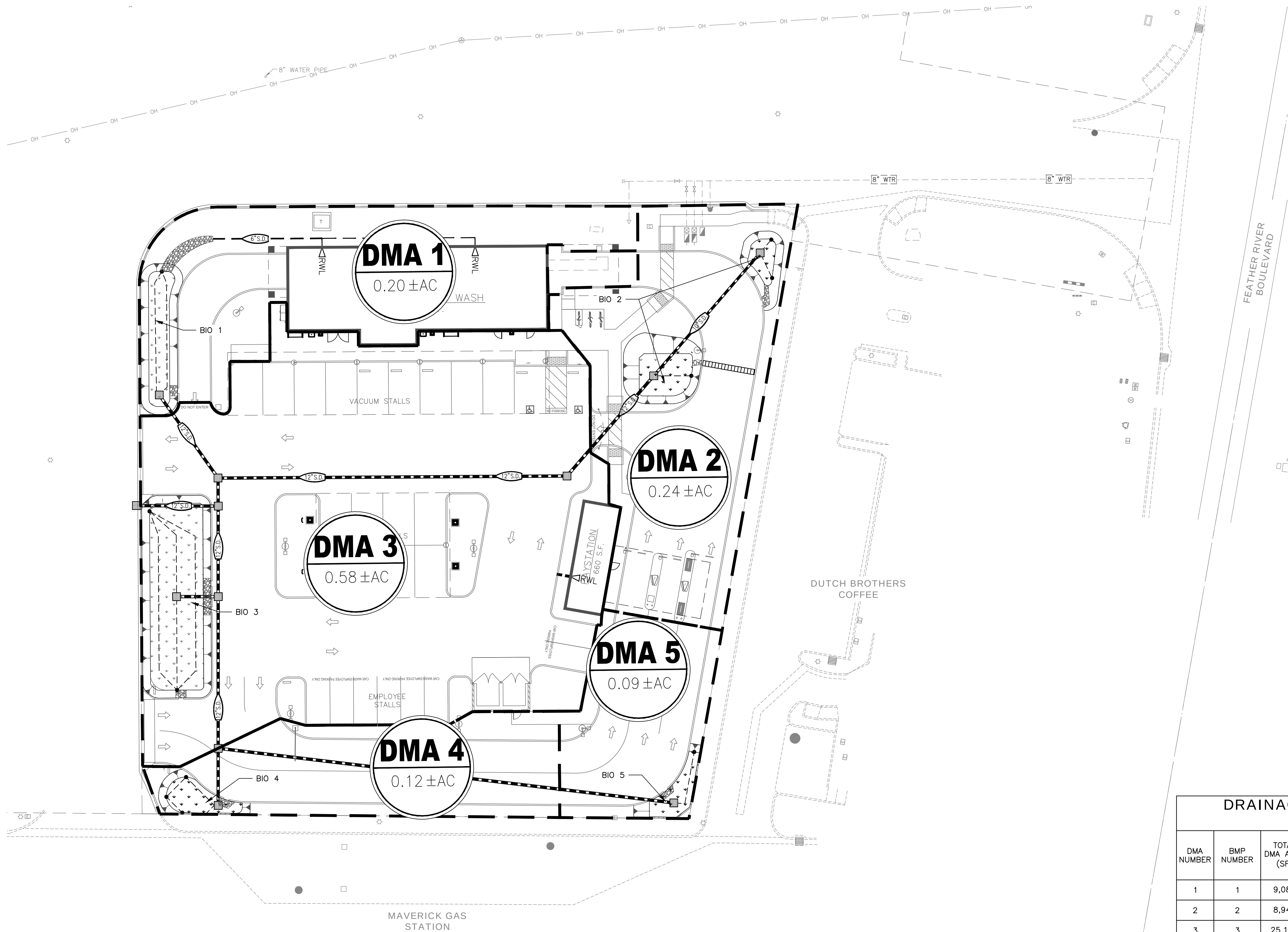
Treatment Control Measure	Inspection Frequency	Describe Conditions that Require Maintenance / Repair and Describe Routine Preventative Maintenance
Bioretention Areas (6)	Monthly	Conditions that Require Maintenance/Repair: Maintenance or repair is required when any of the following conditions are observed: ponding or standing water persisting beyond 72 hours after rainfall, drainage failure or reduced infiltration capacity, missing or dead vegetation requiring replacement, overgrown vegetation that impedes flow or obscures facility features, excessive sediment accumulation on the bioretention surface, erosion or exposed soil areas, damage to inlet or outlet structures, rodent activity or burrowing that compromises facility integrity, trash or debris accumulation that blocks flow paths, or structural damage to walls, curbs, or overflow devices.
		Routine Preventative Maintenance: Routine preventative maintenance includes regular inspection of the bioretention area for proper drainage and overall condition, hand pulling invasive weeds and undesirable vegetation, keeping inlets and outlets clear of debris and sediment, removing trash and litter, trimming and pruning vegetation to maintain healthy growth and proper facility function, replenishing mulch layer as needed to maintain adequate coverage, replacing dead or damaged plants, removing accumulated sediment from the surface when it impedes infiltration, and inspecting structural components for damage or deterioration.

Source Control Measures:

List the source control measures for the project and inspection frequencies (where applicable). For each source control measure, describe conditions that require maintenance or repair and any preventative maintenance needed to keep the source control measure effective.

Source Control Measure	Inspection Frequency	Describe Conditions that Require Maintenance/Repair and Describe Routine Preventative Maintenance
Outdoor Trash and Recycling Receptacles	Monthly	Damaged or missing lids, overflowing containers, leaks or spills from containers, containers not properly secured. Routine preventative maintenance includes ensuring all waste receptacles have tight-fitting lids and are covered, regular emptying to prevent overflow, and inspecting for damage or leaks.
Car Wash Equipment and Chemical Storage	Monthly	Visible leaks from chemical dispensers or storage tanks, damaged or corroded containers, improperly stored cleaning chemicals or detergents, spills in storage areas. Routine preventative maintenance includes inspection of chemical storage areas to ensure proper containment, checking dispensing equipment for leaks, ensuring all chemicals are stored in covered areas away from storm drains, and immediate cleanup of any spills.
Oil/Water Separator	Quarterly	Separator malfunction, excessive accumulation of oil or sediment, visible discharge issues, backup or overflow, odors indicating improper function. Routine preventative maintenance includes regular inspection and pumping/cleaning as needed per manufacturer specifications, checking influent and effluent for proper operation, ensuring all wash water is properly directed to the separator and sanitary sewer system, and maintaining records of cleaning and maintenance.

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USER: JACOB
LAST MODIFIED: Dec 18, 2023 - 11:32 AM
PLOT DATE: Dec 19, 2023 - 11:42:18 AM



LEGEND

PROPOSED BIORETENTION AREA

PROPOSED TRENCH DRAIN

EXISTING PROPERTY LINE

DRAINAGE MANAGEMENT AREAS DRAINING TO STORMWATER PLANTERS								
DMA NUMBER	BMP NUMBER	TOTAL DMA AREA (Sf)	STORMWATER PLANTER AREA (Sf)	STORMWATER PLANTER DEPTH (INCHES)	SOIL MEDIA DEPTH (INCHES)	STORMWATER GRAVEL DEPTH (INCHES)	STORMWATER VOLUME PROVIDED (CF)	WATER QUALITY VOLUME REQUIRED (CF)
1	1	9,080	416	12	18	9	416	416
2	2	8,946	416	12	18	9	416	398
3	3	25,134	1440	12	18	9	1440	1437
4	4	5,712	330	12	18	9	330	225
5	5	3,847	216	12	18	9	216	216
TOTAL		52,719	2,818					

THE STORMWATER PLANTERS ARE SIZED USING APPENDIX 6 OF THE POST-CONSTRUCTION STANDARD PLAN FOR THE MS4 GENERAL PERMIT

VERMELTFOORT ARCHITECTS INC.

REV	DATE	DESCRIPTION	BY	DATE
1	12/15/2023	ISSUED FOR PERMIT	JA	
2	12/15/2023	REVISION: ADD BIO 5	JA	
3	12/15/2023	REVISION: UPDATE DMA 5 AREA	JA	
4	12/15/2023	REVISION: ADD TRENCH DRAIN	JA	
5	12/15/2023	REVISION: UPDATE SCALE	JA	

RSC ENGINEERING
1420 Rocky Ridge Dr., Suite 150
Roseville, CA 95661
Ph: 916.788.2884 • Fax: 916.788.4408

PROJECT NO: 296-002
DRAWN BY: JA
CHECKED BY: JS
DESIGNED BY: JA

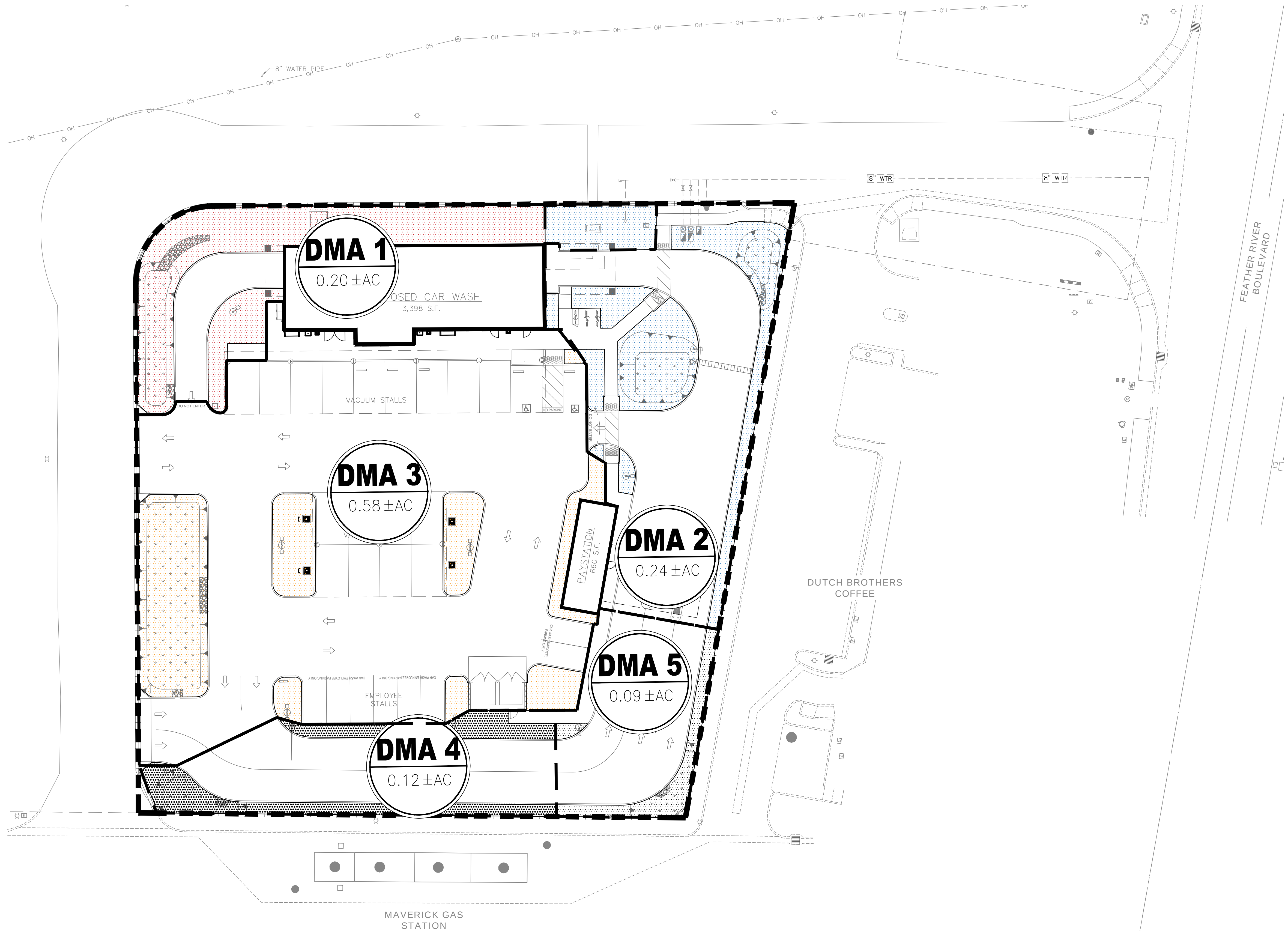
STORM DRAIN AND SWQ REPORT FOR SURF-THRU EXPRESS CAR WASH
OROVILLE, CA 95965

SHEET TITLE
STORMWATER QUALITY EXHIBIT

SHEET NO.
SWQ

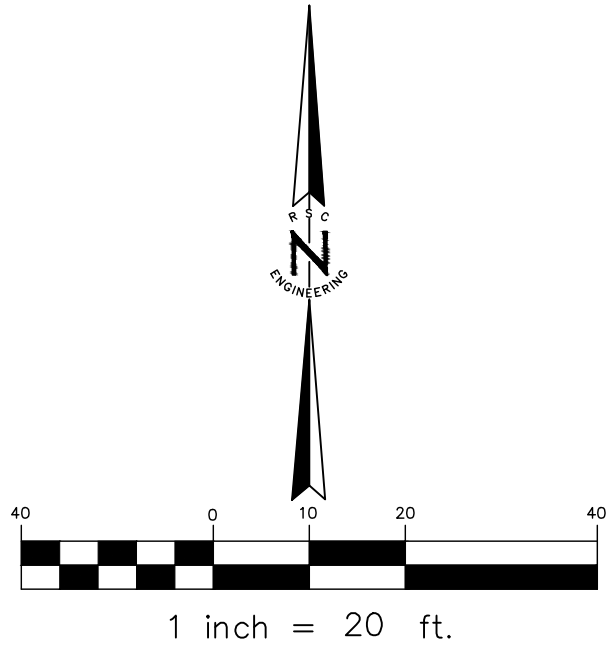
DATE: DECEMBER 15, 2023

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User: JACOB
Plot Date: Dec 15, 2023 11:42:58 AM



LEGEND

PERVIOUS AREA
TOTAL AREA: 13,900 SF
*COLOR USED TO DENOTE EACH
SHED AREA



VERMELTFOORT
ARCHITECTS INC.

REV	DATE	DESCRIPTION	BY	DATE
1				
2				
3				
4				
5				

REGISTERED PROFESSIONAL ENGINEER
No. 62081
State of California
CIVIL

RSC ENGINEERING
1420 Rocky Ridge Dr., Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

PROJECT NO: 296-002
DRAWN BY: ZA
CHECKED BY: JS
DESIGNED BY: ZA

STORM DRAIN AND SWQ REPORT
FOR
SURF-THRU EXPRESS CAR WASH
OROVILLE, CA 95965

SHEET TITLE
IMPERVIOUS
AREA EXHIBIT

SHEET NO.
IMP

DATE: DECEMBER 15, 2023

Item 5.

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STATEMENT OF RESPONSIBILITY

THIS AGREEMENT is made and entered into in _____, California, this ____ day of _____, by and between Surf-Thru Express Carwash hereinafter referred to as "Owner" and the City of Oroville;

WHEREAS, the Owner owns real property ("Property") in the City of Oroville, State of California, depicted on the attached map, which are attached hereto;

WHEREAS, at the time of initial approval of the development project known as Surf-Thru Oroville within the Property described herein, the City of Oroville required the project to employ on-site control measures to minimize pollutants in urban runoff;

WHEREAS, the Owner has chosen to install the following treatment control measures: Bioretention Areas, hereinafter referred to as "facilities", as the on-site control measures to minimize pollutants in urban runoff;

WHEREAS, said facilities have been installed in accordance with the requirements of the City of Oroville Post-Construction Standards Plan and the Owner's plans and specifications accepted by the City of Oroville;

WHEREAS, said facilities, with installation on private property and draining only private property, is a private facility with all operation, maintenance and replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement;

WHEREAS, the Owner is aware that periodic and continuous maintenance (as described on page 1 of this O&M Plan), including, but not necessarily limited to, sediment removal, is required to assure peak performance of the facilities and that, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. Owner hereby provides the City of Oroville or City of Oroville's designee complete access, of any duration, to the facilities and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by City of Oroville with no advance notice, for the purpose of inspection, sampling, testing of the facilities, and in case of emergency, to undertake all necessary repairs or other preventative measures at owner's expense as provided in paragraph 3 below. The Owner/Operator shall retain all operation and maintenance records at the facility for City of Oroville inspection, and a copy shall be provided to the City of Oroville if requested. The City of Oroville shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
2. Owner shall use its best efforts to diligently maintain the facilities in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the facilities and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. When requested from time to time by the City of Oroville, the Owner shall provide the City of Oroville with documentation identifying the material(s) removed, the quantity, and disposal destination.
3. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City of Oroville, the City of Oroville is hereby authorized to cause any maintenance necessary to be done and

charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs, attorney fees and interest thereon at the maximum rate authorized by the Municipal Code from the date of the notice of expense until paid in full, and Owner hereby agrees to pay such charge within 30 days of receipt of City of Oroville written demand for payment.

4. The City of Oroville may require the owner to post security in form and for a time period satisfactory to the City of Oroville to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under the Agreement, the City of Oroville may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement. As an additional remedy, the City of Oroville may withdraw any previous storm water related approval with respects to the property on which the facilities have been installed until such time as Owner repays to City of Oroville its reasonable costs incurred in accordance with paragraph 3 above.
5. The Owner will be sent an annual self-certification form each year by the City of Oroville to certify that all of the inspections and maintenance have been performed per page 1 of this O&M Plan and that the facilities are in effective working condition. The Owner has 60 days to complete and return the annual self-certification form to the City of Oroville. If the report is not received within the 60-day period, the City of Oroville will perform the inspection and assessment; and the Owner will be billed for it as described above.
6. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, then the Owner and its successors or assigns agree(s) to pay all costs incurred by the City of Oroville in enforcing the terms of this Agreement, including reasonable attorney fees and costs, and that the same shall become a part of the lien against said Property.
7. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
8. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the City of Oroville at the same time such notice is provided to the successor.
9. Any notice or demand for payment to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to addresses listed on Page 1 of this agreement either for the Owner or the City of Oroville. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

City of Oroville

By _____

Name of Development: Surf Thru Oroville

By  _____

PROPERTY OWNER

Name Todd Gall

Title Owner, Secretary Surf Thru, Inc



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: TIM KABER – PROJECT MANAGER

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

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider awarding a contract to Wood Rodgers, Inc. of Roseville CA, for an Engineering and Traffic Survey (E&TS) Report.

DISCUSSION

The City of Oroville E&TS Report has recently expired and needs to be updated. The last E&TS Report was performed in 2011.

Three contractors were contacted via phone to submit a proposal. The 2011 E&TS Report with associated traffic counts was emailed to Wood Rodgers of Roseville, CA, GCW Engineers and Surveyors in Reno, NV, and W-Trans of Santa Rosa, CA.

Wood Rodgers submitted the lowest price, as well as the highest total segments to be surveyed. The Draft report will be submitted 4 months after Notice To proceed is issued.

The report will identify segments of roadway that can have the speed limit set via ordinance so that future E&TS will not be necessary for those segments.

FISCAL IMPACT

A transfer from Contingency in the amount \$47,263 is requested. There is also a potential opportunity to use leftover RSTP funds from the Ophir Road project (5/7 Vote Required).

ACTION REQUESTED -

APPROVE THE AGREEMENT NO. 3574 WITH WOOD RODGERS (5/7 VOTE REQUIRED); AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS:

E&TS Contractor Comparison
Agreement No. 3574 with Wood Rodgers

Company	Cost	Segments	Duration
Wood Rodgers	\$ 47,263.00	80	4 months to draft
GCW	\$ 59,000.00	45	4 months to draft
W-Trans	\$ 47,500.00	43	Draft report in 10 weeks

Deliverables
Draft, Response to Comments, Final Report
Draft, Response to comments, final E&TS

Comments
Identify Prima Facie segments, business districts, residential districts
Identify Prima Facie segments, Business District

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
SPEED ZONE ENGINEERING AND TRAFFIC SURVEY

This Agreement is made on this 18th day of November, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the “CITY”) and Wood Rodgers, Inc, 3301 C Street, Building 100-B, Sacramento, CA 95816 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

1. SERVICES.

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

2. TERM OF AGREEMENT.

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

3. TIME OF PERFORMANCE.

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

4. PAYMENT FOR SERVICES.

The CONTRACTOR shall be compensated in an amount not to exceed \$47,263 for services provided pursuant to this Agreement as described in “Exhibit A.” 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, Brian Ring 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. Day-to-day management of the contract

will be performed by Tim Kaber. All activities performed by CONTRACTOR shall be coordinated with this person (Kaber)

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

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

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for reasonable 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.

With respect to claims alleging Consultant's professional negligence or professional liability, Consultant's duty to defend obligation shall be met by reimbursing an indemnified party for the indemnified party's reasonable costs of defense following a determination or an agreement between the parties of Consultant's proportionate percentage of fault.

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

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least

thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the

CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.

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

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

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

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

at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

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

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

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

13. RECORDS AND AUDITS.

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

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request. The CITY shall indemnify and hold harmless CONTRACTOR from all claims resulting from CITY's use of documents for any purpose other than their intended use on the project subject to this Agreement.

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:
Wood Rodgers, Inc.
3301 C Street, Bldg 100-B,
Sacramento, CA 95816
Attention: Bryan Gant, P.E.

17. GOVERNING LAW.

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

18. ENTIRE AGREEMENT; MODIFICATION.

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

19. WAIVER.

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

20. EXECUTION.

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

21. AUTHORITY TO ENTER AGREEMENT.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 18th day of November, 2025.

CONTRACTOR:



Bryan Gant, Principal Engineer

CITY OF OROVILLE:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JASON WINES, CHIEF OF POLICE

**RE: REQUEST FOR CONTINUED SERVICES WITH SUNRIDGE FOR
RECORD MANAGEMENT SERVICES FOR POLICE DEPARTMENT**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approving a request to continue service with Sun Ridge, Inc. for records management services for a term of one year for \$29,084.

DISCUSSION

The Oroville Police Records Information Management System (RIMS) software is operated by Sun Ridge Systems, Inc. (Sun Ridge). This software has been in use by Oroville Police Department (OPD) since 2011, however requires an updated agreement as of Sept 2025.

RIMS software is the backbone of the police department, containing all calls for service, officer activity, crime analysis, and report storage. Sun Ridge RIMS is utilized by numerous agencies throughout the County and allows for data to be shared across agencies.

Staff request the council approve the continued use of Sun Ridge RIMS and authorize continued payments until such time as OPD chooses a new records management system. Term is for one year for \$29,084.

FISCAL IMPACT

Annual cost (\$29,084) included in budget 100.1140.6410

ACTION REQUESTED -

**APPROVE AGREEMENT NO. 3575 FOR A ONE-YEAR EXTENSION WITH SUN
RIDGE INC. FOR CONTINUED RIMS SOFTWARE.**

ATTACHMENTS

Agreement No. 3575 with Sun Ridge Inc. for one year extension
2011 Original Purchase Order.

Sun Ridge Systems Software Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of Oroville, CA ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on September 19, 2025.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day ("common holidays").

However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

- RIMS is down/not responding on multiple workstations
- Cannot create a call for service (CAD Incident)
- Cannot issue a case number
- Unable to access NCIC
- Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

- Verified that the issue is not related to just 1 workstation
- Restarted the workstation in question
- Contacted in-house IT support if the issue is related to network or server errors
- Verified the issue is critical enough that it cannot wait until normal support hours

2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:

- a. Most problems will be resolved with the initial phone call or email.
- b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
 - For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
 - For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.

4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Agreement in the amount of \$29,084.00.
6. **Late Payment.** In addition to any other amounts for which Licensee is liable under this Agreement, Licensee agrees to pay to SRS a late charge equal to one percent (1%) of the amount due if Licensee fails to pay SRS any amount that is due and owing pursuant to this Agreement within sixty (60) days after Licensee's receipt of an invoice from SRS or (60) days after the expiration of the previous Agreement, whichever comes later. In addition, any invoiced amounts that are due and owing under this Agreement which Licensee fails to pay to SRS within ninety (90) days after Licensee's receipt of an invoice from SRS shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.
7. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS.
8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
9. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is determined that

the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's current rate and under terms and conditions that SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

5011

CITY OF OROVILLE

Discover the Gold - Discover Oroville
 1735 MONTGOMERY ST. - OROVILLE, CA 95965
 TELEPHONE (530) 538-2401

THIS NUMBER MUST
 ON ALL PACKAGES
 AND SHIPPING PAPERS
 Item 7.

250010019

PURCHASE ORDER/PAYMENT AUTHORIZATION/CLAIM**1. VENDOR**

Sun Ridge Systems
 P.O. Box 5071
 El Dorado Hills Ca 95762
 (530) 221-0663

5. DEPARTMENT

Oroville Police Department
 2055 Lincoln Street
 Oroville, CA 95966

Ship Via:
 Req'd By: Installed

F.O.B.:
 Terms: NET 30 FROM INVOICE

2. ORDER CLAIM (Subject to conditions in Section 4)

QUANTITY ORDERED	UNIT	QUANTITY REC'D	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			(Fund(s) & Acct(s) Chgd)	\$	\$
1	EA		RIMS Cad system as per attached quote		\$188246.00
			Acct# 305-8425-7710		
			Council Approved on May 17, 2011		
ATTENTION VENDOR: Mail two (2) copies of your invoice with this Purchase Order Number noted thereon to FINANCE DEPARTMENT, 1735 Montgomery Street, Oroville, California 95965. Unless otherwise stated, ALL PRICES ARE F.O.B. POINT OF DELIVERY, AS SPECIFIED IN SECTION 1 ABOVE. NO EXCEPTIONS.				Page Total	\$188246.00
				P.O. Total	\$188246.00
				TOTAL →	\$188246.00

3. Approvals

A. Claimant (Authorized Signature)

B. Department Head (Authorized Signature)

C. Finance Approval (Authorized Signature)



4. NOTICE TO VENDORS

1. Claimant (Section 3 A) certifies that upon claimant's personal knowledge the items and amounts set forth above are true and correct, that no part thereof has been paid by the City of Oroville, and that the amount claimed is justly due.
2. Void unless signed by an authorized representative in Section 3 C above. Changes of any kind from items specified in Section 2, above are not authorized unless approved in writing prior to shipping.
3. Invoices must reflect only those items stipulated in Section 2 above, which have been shipped. Payment will not be made by City of Oroville until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoices. Invoices must be rendered in two (2) copies not later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, materials and supplies delivered must clearly indicate Purchase Order Number on outside of packages.
4. Payment will be made for items received or services rendered within approximately 30 days after receipt of vendor's invoice and of payment authorization from receiving department.
5. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 1 above.
6. The City of Oroville reserves the right to reject any or all item(s) delivered which do not conform in specifications reflected above or which have been damaged in transit. Such goods will be returned of sole risk, cost, and expense of vendor.



To: Lt. Allen Byers, Oroville Police Department
From: Carol Jackson
Subject: Quotation for RIMS Software
Date: April 26, 2011

Thank you for your interest in RIMS. The following is an updated quotation for RIMS software based upon your recent request.

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$60,000
RIMS Mug Shot and Digital Imaging Software	\$6,000
RIMS E911 Link Software	\$6,000
RIMS State Link Software (CLETS)	\$6,000
RIMS Property Room Bar Coding Software	\$6,000
RIMS Collaborate Data Sharing Software	\$5,000
Citizen RIMS Public Access Software	\$4,500
RIMS Officer Training Software	\$3,000
RIMS Text Paging Link Software	\$2,800
Data Conversion (Cyrus) (See Data Conversion note)	\$16,000
RIMS to FirePoint Incident Transfer	\$6,400
Worth Data Bar Coding Equipment (See Bar Coding Equipment note)	\$1,700
Installation and Training (Includes 15 days on site - see Installation & Training note)	\$46,384
First Year Support and Updates	\$18,322
RIMS Mobile Computer Software [Not Included]	\$25,000
RIMS In Station Mapping Software [Not Included]	\$13,000
RIMS Mobile Mapping Software [Not Included]	\$4,500
RIMS InCustody Jail Management Software [Not Included]	\$30,000
Pocket RIMS Software [Not Included]	\$7,000
iRIMS Browser Access to RIMS Software [Not Included]	\$5,000
RIMS Officer Field Reporting Software [Not Included]	\$7,000
RIMS Fire Station Printing Software [Not Included]	\$3,000
RIMS Fire Records Management Link Software [Not Included]	\$5,000
RIMS AFIS Link Software [Not Included]	\$3,000
RIMS Alarm Panel Link Software [Not Included]	\$3,300
RIMS AutoCite Link Software [Not Included]	\$1,300
RIMS CopLink Link Software [Not Included]	\$4,000
California Sales Tax	\$140
TOTAL	\$188,246

Note that besides the products for which you requested quotes, we have also listed our other available software products with a "[Not Included]" notation. These products are not included in the total price.

Bar Coding Equipment. Worth Data is the manufacturer of the bar coding equipment. It includes a base station and wireless scanning terminal. You must contact the original equipment manufacturer if you are interested in purchasing maintenance for this device. You must also purchase an inexpensive printer and labels for bar coding labels: Dymo-Label Writer 440 and Dymo Labels # 30256. They are available at your local computer/office supply store or on the Internet.

Up to 4 hours of training for Property Room Bar Coding has been included in the project. This training is typically provided through a combination of internet webinar and over the phone and therefore, it not reflected in the training breakdown below.

E911 Requirements. You will need to ensure that your E911 controller is CAD compatible, meaning it has the proper software and port to be able to connect to and communicate with a CAD system. You can obtain this information by contacting your E-911 provider. You may also need a cable to connect this PC to your E911 controller but again, this information will be available from your E911 provider.

CLETS Link. Our price includes RIMS software only. It does not include the cost of any physical connections from your agency to the County switch, nor does it include any third party products that may be required to connect to the County switch. This price also assumes a TCP/IP connection through the County Switch.

You will need to submit an application to California DOJ for approval of this new connection. This is sometimes a lengthy process with the State so you are encouraged to submit the application as soon as a decision has been made to purchase the RIMS State Link Software.

Data Conversion. Data conversion does NOT include data extraction from your current system. This quotation assumes you will provide the extracted data to be converted to us. As part of our standard data conversion, we attempt to convert the following items: RMS Cases/Officer Reports, Case Narratives, People, People History, Vehicles, Vehicle History, and Property. In some instances, we are not able to convert all of these items. CAD data is not converted.

FirePoint Data Transfer. This quotation does not include hardware, data communication, third party software, or costs from FirePoint that may be required to support this interface.

Training: The number of onsite training and support days includes the following. All training is end user training unless specified otherwise. The number and types of classes must be confirmed by you.

<u>Task</u>	<u>Days</u>
Installation	1
Business Process Review	2
Conversion Review	1

CAD Training	4	(2 sessions, 2 days/session)
Officer Training	3	(2 sessions, 1.5 days/session)
Records	1	
Admin FollowUp	1	
Go Live	2	(2 staff on site for 1 day each)

System Requirements

System Software. RIMS requires Microsoft SQL Server database software and remote access (such as VPN) communications software. We also recommend Fineprint/PDFFactory to provide the ability to save the final copy of your case reports in pdf format. These have not been included in the quotation on the assumption that you already have licenses to these products or can obtain them for a lesser cost than we can offer.

System Hardware. RIMS requires the following minimum hardware.

Minimum Specifications (If using existing PCs)

PC Workstations	Server
Intel 1 GHZ +	Intel 1 GHZ+
Windows XP Pro, Vista, 7	Windows 2000/2003 Server
1GB Memory	4 GB Memory
Any size disk	500 GB Disk Space
	SQL Server 2005

Recommended Specifications (If purchasing new PCs)

PC Workstations	Server
Any speed processor	Any speed processor
Windows Vista or 7	Windows 2008 Server
2-4 GB Memory	4-8 GB Memory
Any size disk	500 GB - 1 TB Disk Space
	SQL Server 2008
	Backup System

This quotation is good for 90 days. If you have any questions please call me at 800-474-2565. Thank you for your interest in RIMS.

Lease-Purchase Plan Options

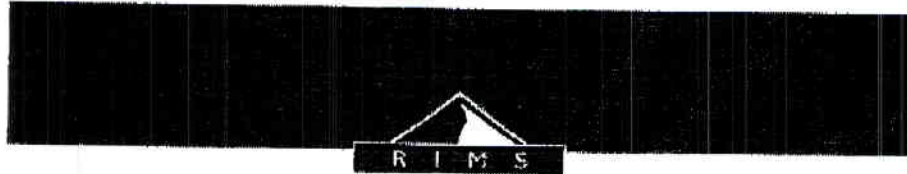
We offer the following lease-purchase plans at 5% interest:

<u>Lease Term</u>	<u>Lease Payment</u>	<u>Support Payment</u>	<u>Total Annual Payment</u>
3 years	\$59,424	\$18,322	\$77,746
5 years	\$37,352	\$18,322	\$55,674
7 years	\$27,893	\$18,322	\$46,215

Terms of Lease

- Annual Payments are due at the beginning of each year financed. The first payment is due upon the completion of installation and training.
- After the second year the lease can be canceled and the products returned by

Lessee at any time with 60 days notice.



Sun Ridge Systems, Inc.

By my signature below, I confirm that I have read the RIMS Training Plan v1 and will complete the items required by my Department which are described in this document. If my Department is unable to meet any of the requirements of this document, I will immediately bring those items to the attention of the Sun Ridge Project Manager.

ALLEN BYERS LT. OROVILLE POLICE DEPARTMENT
Name

POLICE
Department

8-29-11
Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: FEE WAIVER REQUEST – OROVILLE DOWNTOWN BUSINESS ASSOCIATION (ODBA) CHRISTMAS TREE LIGHTING CEREMONY.

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approving a fee waiver for the Oroville Downtown Business Association (ODBA) associated with the annual Christmas Tree Lighting Ceremony in downtown Oroville. This event has historically served as a community-wide celebration, fostering civic pride, tourism, and seasonal economic activity in the downtown core. Staff recommend approval of the fee waiver given the public benefit and community tradition associated with the event.

DISCUSSION

The Christmas Tree Lighting Ceremony is a longstanding Oroville tradition and a major seasonal event that attracts residents, families, and visitors from throughout the region. The event activates the downtown district, stimulates local retail activity, and supports community cohesion and civic engagement.

The Oroville Downtown Business Association (ODBA), a nonprofit community-based organization, coordinates and funds the majority of the event's logistics, volunteer support, and promotion. As part of the preparation of the event, ODBA must secure appropriate permits and City staff support, which typically incur fees.

Given that this event is open to all members of the public at no cost and provides direct community benefit, staff find it appropriate to consider approval of a fee waiver for the event. This action aligns with past Council practice of supporting community-benefit events, particularly those organized by established civic partners that contribute to the City's economic vitality and positive public image.

FISCAL IMPACT

The fiscal impact is limited to the value of City fees that would otherwise be collected for permit processing and associated services. Estimated waived fees are nominal relative to the overall annual budget, and the public benefit and downtown economic activity generated by the event is expected to outweigh the forgone fee revenue.

ACTION REQUESTED -

APPROVE WAIVER OF CITY FEES ASSOCIATED WITH THE OROVILLE DOWNTOWN BUSINESS ASSOCIATION CHRISTMAS TREE LIGHTING CEREMONY.

ATTACHMENTS

Application for a fee waiver for the Christmas Tree Lighting Ceremony



CITY OF OROVILLE
Community Development Department

1735 MONTGOMERY STREET – OROVILLE, CALIFORNIA 95965
Phone: 530-538-2430

FACILITY USE FEE WAIVER APPLICATION
APPLICATION MUST BE RECEIVED AT LEAST 60 DAYS PRIOR TO DATE OF THE EVENT

For Office Use Only

FY _____ APPL# _____ AMT\$ _____ APPROVED _____ DENIED _____

Important: Please complete the entire form, including budget and narrative requirements. Incomplete forms will be returned. Your completed application with supplemental materials must be submitted to the address listed above a minimum of sixty (60) days prior to the event date.

Section A – Applicant Information

Oroville Downtown Business Association Downtown Oroville
Applicant Legal Organization Name DBA (including doing business as...Organization Name)

PO Box 2458, Oroville, CA 95965
Organization Local Address

same as above
Organization Mailing Address City/State Zip Code

Heather Johnson Executive Director
Contact Person Title

(415) 902-5881 same _____
Daytime Phone Evening Phone Fax

heather@downtownoroville.com
Email address

Type of Organization: ☒ 501 (c) (Please specify type of 501 status): 6
_____ Government Entity _____ Other (Explain) _____

Requesting Waiver For (name of event/program) Community Christmas Tree Lighting
Is this activity an annual event or a one time only event? Annual

City Facility Requested Street Closure

Total Facility Fee Charged/
Event Fee Charged \$ 113.42

Total Fee Waiver Requested \$ 113.42

Section B – Budget Information Applicant Name Downtown Oroville

The following information is required in order for the City to consider waiving the Facility Use Fee. Only direct event or program fee may be listed.

EVENT OR PROGRAM EXPENSES**EVENT OR PROGRAM INCOME**

A. Salaries / Fees 1. Artists/Performers/Speakers/Contracted Staff \$ <u>1550.⁰⁰</u> 2. Administrative \$ <u>255.⁰⁰</u> 3. Program Staff \$ <u>120.⁰⁰</u> 4. Other (Specify) _____ A. Total Salaries / Fees \$ _____ B. Space Rental (non - City) \$ _____ C. Remaining Costs (Itemized) 1. Equipment rental \$ _____ 2. Printing \$ <u>150.⁰⁰</u> 3. Supplies (lights) \$ <u>800.⁰⁰</u> 4. Food \$ _____ 5. Trophies \$ _____ 6. Travel \$ _____ 7. Insurance \$ <u>200.⁰⁰</u> 8. Other (explain) _____ C. Total Remaining Costs \$ _____ D. City Facility Use Fees \$ <u>113.42</u> Attach additional pages as needed to illustrate details of expenses listed above. TOTAL Event/Program Operating Expenses (A+B+C+D) \$ <u>3,188.42</u>		A. Registration Income \$ _____ _____ participants x \$ _____ registration fee B. Donations or Sponsorships 1. Corporate / Business \$ <u>3,000</u> 2. Foundations \$ _____ 3. Clubs / Organizations \$ _____ 4. Other (specify) \$ _____ B. Total Donations/Sponsorship Total \$ <u>3,000</u> C. Other Income \$ _____ Explain Other Income Source: _____ TOTAL Event/Program OPERATING INCOME (A+B+C) \$ <u>3,000</u>
--	--	--

SECTION C

Authorized Signatures: The signature below is that of a person authorized to testify as to the accuracy of this application.

 Treasurer 11-4-25
 Signature Title Date

Reviewed by City Administrator/ his/her designee Date _____ Signature: _____

Fee Waiver approved _____

Fee Waiver Denied _____

Program Narratives (attach additional pages if necessary)

1. Explain the event/program:

Christmas Tree is lit at 7pm, but before and after that there is free pictures with Santa in the convention center, as well as horse and carriage rides and cookies in stores. Then after the tree is lit there is "snow" for the children.

2. Is this the first year for this event/program or has it been offered previously? If it has been offered previously, please list number of years it has been offered.

Over 30 years this event has been happening.

3. What age groups are targeted? ALL4. What are the event/program dates? Friday, December 5th5. Is there an admission/access charge? Yes ☐ No ☒ Is it open to the public? Yes ☒ No ☐6. What City Facility is needed for this event/program? Street ~~Closure~~ Closure7. Have you paid City Facility Use Fees for the event/program before? Yesa. If yes, list amount paid Street ~~Closure~~ Closure Fee

b. If no, who authorized previous fee waiver? _____

7. Describe the public value and benefit to the Oroville community: The whole community comes together to start their holiday season off!

7. Explain why paying City Facility Use Fee causes a significant financial burden for this event/program.

This event is for the entire community and every year we have to purchase lights and any amount of costs we can have waived or donated help tremendously.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: ALYSSA STUTZ, PUBLIC WORKS DIRECTOR

RE: ADMISSION FEE WAIVER- PIONEER CHRISTMAS 2025

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approving free admission to the Pioneer History Museum for the Pioneer Christmas special event on Saturday, December 13, 2025.

DISCUSSION

The Pioneer Christmas event is a long-standing community tradition that celebrates Oroville's pioneer heritage and the holiday season. Hosted annually by the Oroville Docents Association at the Pioneer History Museum, this family-friendly program features festive decorations, a visit from Santa, music, and holiday crafts for visitors of all ages.

To encourage participation and community engagement, staff are requesting that admission fees be waived for this one-day event on Saturday, December 13, 2025. Providing free entry will make the program more accessible to families, promote awareness of the City's museum programs, and foster goodwill within the community during the holiday season.

Free admission during *Pioneer Christmas* has proven successful in past years, drawing strong attendance and helping introduce new audiences to Oroville's cultural and historical resources.

FISCAL IMPACT

Estimated loss of total admission fees between \$30 and \$50 based on a typical Saturday attendance. This modest fiscal impact is offset by the increased community engagement, visitor exposure, and long-term benefits of promoting the City of Oroville's museums.

ACTION REQUESTED -

WAIVE ADMISSION FEES FOR THE PIONEER MUSEUM ON DECEMBER 13, 2025, IN SUPPORT OF THE PIONEER CHRISTMAS SPECIAL EVENT.

ATTACHED

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: ALYSSA STUTZ, PUBLIC WORKS DIRECTOR

RE: FEE WAIVER- ANY GIVEN CHILD FIELDTRIPS

DATE: NOVEMBER 5, 2025

SUMMARY

The City Council shall consider approving the waiving of fieldtrip fees for schools participating in educational programs offered at the Chinese Temple and Pioneer Museum as part of the City of Oroville's partnership with the Ensuring the Arts for Any Given Child initiative.

DISCUSSION

The City of Oroville Museums are proud supporting partners of Ensuring the Arts for Any Given Child, an arts education program developed by the John F. Kennedy Center for the Performing Arts. This national initiative seeks to expand equitable access to arts and cultural experiences for students across the United States.

On the local level, the City of Oroville Museums participate in the Any Given Child: Butte County initiative alongside other regional facilitators and collaborators, including the Butte County Office of Education (BCOE), and the State Theatre Arts Guild in Oroville.

As part of this collaboration, the Chinese Temple and Pioneer History Museum host school field trips that connect classroom learning with local history, culture, and heritage. These educational visits provide students with immersive, hands-on experiences that enhance our local districts' arts and social studies curriculum.

To ensure full participation and eliminate financial barriers for schools and families, staff are requesting that admission fees be waived for all student field trips conducted under the Any Given Child program. Providing free access aligns with the City of Oroville Museums' mission to promote public education, community engagement, and cultural enrichment for Oroville's youth.

FISCAL IMPACT

Estimated loss of admission revenue is minimal at \$40 per field trip. The fiscal impact is outweighed by the educational value, positive community relations, and long-term cultural benefits of supporting the Any Given Child initiative.

ACTION REQUESTED -

APPROVE THE WAIVER OF ADMISSION FEES FOR ALL STUDENT FIELD TRIPS CONDUCTED AT THE CHINESE TEMPLE AND PIONEER MUSEUM IN PARTNERSHIP WITH THE ANY GIVEN CHILD INITIATIVE.

ATTACHED

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

**RE: FEE REIMBURSEMENT REQUEST – VETERANS PARADE HOSTED
BY THE EXCHANGE CLUB.**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approving a reimbursement request of City fees associated with the annual Veterans Parade held in downtown Oroville. This event is run by the Oroville Exchange Club. This community event honors local veterans and active-duty service members while promoting civic pride and unity. Staff recommend approval of the reimbursement due to the event's clear public benefit and its alignment with the City's ongoing commitment to support community and veteran-related initiatives.

DISCUSSION

The Veterans Parade is an annual celebration recognizing the sacrifices and contributions of Oroville's veterans and active-duty military personnel. The event features local organizations, schools, public safety agencies, and community groups that participate to honor those who have served our nation.

The Exchange Club of Oroville, a long-standing civic organization, coordinates and funds much of the event's planning, volunteer coordination, and community outreach. City fees are collected to cover the cost of issuing permits, street closures, and staff support required to ensure a safe and successful event.

Given this event is open to all members of the public at no cost and provides direct community benefit by promoting patriotism and civic engagement, staff recommends reimbursement of the fees associated with the 2025 Veterans Parade. This action is consistent with past Council support for events that celebrate community and civic values.

FISCAL IMPACT

The fiscal impact is limited to the reimbursement of previously paid City fees totaling \$113.42.

ACTION REQUESTED -

**APPROVE REIMBURSEMENT OF CITY FEES IN THE AMOUNT OF \$113.42
ASSOCIATED WITH THE VETERANS PARADE ORGANIZED BY THE EXCHANGE
CLUB OF OROVILLE.**

ATTACHMENTS

Application for the Veteran's Day Parade with Associated Fees Listed



City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

Item 11.

TRAKIT NO. PL-SEP25-10-0032

SPECIAL EVENT / STREET CLOSURE

PLEASE SUBMIT THIS COMPLETED FORM TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR REVIEW AND CONSIDERATION. FORMS SHOULD BE SUBMITTED (25) DAYS IN ADVANCE OF THE EVENT TO ALLOW TIME FOR PROCESSING. FORMS SUBMITTED LESS THAN (15) DAYS IN ADVANCE OF THE EVENT WILL BE ASSESSED A LATE FEE.

APPLICANTS SHOULD UNDERSTAND THAT UNTIL A PERMIT IS ISSUED YOUR EVENT IS NOT APPROVED. ADVERTISEMENT OF YOUR EVENT PRIOR TO PERMIT APPROVAL IS DONE SO AT APPLICANTS RISK AND IS HIGHLY UNADVISED

APPLICATION DATE: 9/20/2025 EVENT TITLE: VETERANS DAY PARADE

APPLICANT ORGANIZATION: EXCHANGE CLUB OF OROVILLE NAME OF CO-SPONSOR: _____

TYPE OF ORGANIZATION: NON-PROFIT ☒ PUBLIC AGENCY ☐ PRIVATE BUSINESS ☐

EVENT DATE(S): 11/11/2025 EVENT TIME: FROM 12:01 am ☒ pm ☐ TO 12:30 am ☐ pm ☒ 1 DAY EVENT

EVENT DATE(S): 11/11/2025 EVENT TIME: FROM _____ am ☐ pm ☐ TO _____ am ☐ pm ☐

IF THE EVENT IS MORE THAN TWO DAYS. PLEASE LIST ADDITIONAL DAYS: _____

ESTIMATED ATTENDANCE: 1500 - 2000

PROPOSED LOCATION: FEATHER RIVER / 5TH - MONTGOMERY TO OROVER
(Events on private property will need to provide a letter of consent from the property owner. Attached to application) (SEE MAP)

WILL THE EVENT OCCUR ON CITY OF OROVILLE PROPERTY? YES ☒ NO ☐

PROPOSED CITY PROPERTY LOCATION: MONTGOMERY - FEATHER RIVER TO OROVER

PLEASE VIEW OUR WEBSITE AT WWW.CITYOFOROVILLE.ORG TO VIEW ALL CITY OF OROVILLE PARKS.

(Please contact the Community Development Department at (530) 538-2508 to confirm location availability before submitting this application)

NAME OF PRIMARY CONTACT PERSON: Beverly Delucchi

ADDRESS OF PRIMARY CONTACT PERSON: P.O. Box 1046

PHONE: 530/538 1024 CELL: _____ EMAIL: EXCHANGECLUBOFOROVILLE@GMAIL.COM

NAME OF SITE SUPERVISOR (DAY OF EVENT): KAY CASTRO

PHONE: 303/718 2846 CELL: _____ EMAIL: SAME

TYPE OF EVENT: RUN ☐ WALK ☐ CONCERT ☐ BIKE TOUR ☐ PARADE ☒ SOCIAL EVENT ☐

SPORTING EVENT ☐ STREET FESTIVAL ☐ OTHER ☐

DESCRIPTION OF EVENT: VETERANS DAY PARADE

CERTIFICATE OF LIABILITY INSURANCE ATTACHED: YES ☐ NO ☒ FORTHCOMING

(Certificate of Liability Insurance must meet requirements set forth in Title 12, Chapter 12.32.100, Sec. B of the Oroville Municipal Code)

Initial page

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City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

Item 11.

ALCOHOL SOLD: YES ☐ NO ☒

ALCOHOL SERVED: YES ☐ NO ☒

(EVENTS SELLING ALCOHOL NEED TO OBTAIN AN ABC PERMIT, GO TO [HTTP://ABC.CA.GOC/](http://ABC.CA.GOC/))

ESTIMATED NUMBER OF ATTENDEES BY AGE GROUP: UNDER 18 25% 18 TO 20 25% OVER 21 50%

HOW WILL THE NUMBER OF ATTENDEES BE MONITORED? SIGHT

EVENT WILL BE INDOORS: YES ☐ NO ☒ (IF YES, COMPLETE THE NEXT QUESTION)

MAXIMUM BUILDING OCCUPANCY: _____ DINING OCCUPANCY: _____ DANCING OCCUPANCY: _____

(RESIDENTIAL LOCATIONS DO NOT APPLY)

(OCCUPANCY MAY NOT EXCEED THE OCCUPANCY OF THE FACILITY)

STREET AND SIDEWALK CLOSURE REQUIRED: (OPD AND OFD WILL BE NOTIFIED) YES ☒ NO ☐ (IF YES, ATTACH A MAP OF CLOSURES).

TRAFFIC CONTROL NEEDED: YES ☒ NO ☐ (SPECIAL EVENTS REQUIRING ROAD CLOSURES INCLUDE A TRAFFIC MANAGEMENT PLAN THAT IS APPROVED BY A QUALIFIED ENGINEER DELEGATED SUCH AUTHORITY BY THE CITY)

NUMBER OF ANTICIPATED VEHICLES: UNKNOWN DESCRIBE PLANS FOR PARKING: STREET

PARADES ONLY – PLEASE ATTACH THE PARADE ROUTE

NUMBER OF PERSONS IN PARADE: 150 NUMBER OF VEHICLES IN PARADE: 30

POLICE ESCORT REQUESTED FOR PARADE: YES ☒ NO ☐ FIRE ESCORT REQUESTED FOR PARADE: YES ☒ NO ☐

(Such traffic control fee shall be determined by the director of community development based upon a schedule of traffic control fees and rates established by resolution of the city council; the estimate of the chief of police of the type, number, and hours of employment of police department personnel necessary to control and monitor pedestrian and vehicular traffic in and around the site of the event, all as set forth by the chief of police in the chief's report on the event; and on the estimate of the director as to the type, number and hours of employment of other city personnel necessary to control or monitor the event. Such fee shall be paid by the permittee prior to the issuance of the permit. Title 12, Chapter 12.32.100, Sec. C of the Oroville Municipal Code)

Fees estimated by Director of Public Safety: \$ _____ PAID YES ☐ NO ☐ Date: _____

WILL SECURITY BE PRESENT? YES ☐ NO ☒ (ATTACH CONTRACT)

SECURITY FIRM NAME: _____ NAME OF SECURITY REPRESENTATIVE: _____

NUMBER OF UNIFORMED SECURITY: _____ SECURITY WILL BE ARMED: YES ☐ NO ☐

PHONE: _____ ADDRESS: _____ EMAIL: _____

NUMBER OF VOLUNTEER CHAPARONES: _____

AMPLIFIED OR ELEVATED SOUND LEVELS INVOLVED: YES ☒ NO ☐

IF YES, DESCRIBE: MC @ CHAMBER, MARCHING BANDS

HOURS OF AMPLIFIED OR ELEVATED SOUND: : FROM 11 am ☒ pm ☐ TO 12 am ☐ pm ☒

AMPLIFIED OR ELEVATED SOUND WILL BE: INSIDE ENCLOSED DWELLING ☐ OUTSIDE ENCLOSED DWELLING ☒

Initial page 1

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City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

Item 11.

NON SCHOOLS
NON NON PROFITS
NON VETERANS
OTHER: \$ 25

OTHER EVENT DETAILS:

ADMISSION FEES: YES ☒ NO ☐ GENERAL: \$ _____ CHILD: \$ _____ OTHER: \$ 25

TENT, CANOPY OR AWNING WILL BE USED: YES ☐ NO ☐

WILL THERE BE ANY CONSTRUCTION OF TEMPORARY STRUCTURES, INCLUDING STAGES: YES ☐ NO ☒

IF YES, PLEASE DESCRIBE: _____

ADVERTISING USED: INVITATION ☒ LOCAL MEDIA ☒ REGIONAL MEDIA ☒ OTHER ☐

WILL SIGNS OR BANNERS BE USED: YES ☒ NO ☐

IF YES, DESCRIBE BANNER SIZE MATERIALS, ETC: @ CHAMBER ONLY

MERCHANDISE SOLD: YES ☐ NO ☒ (IF YES, PLEASE ATTACH A LIST OF VENDORS)

WILL THERE BE ANIMALS PRESENT: YES ☒ NO ☐

IF YES, PLEASE DESCRIBE: HORSE

HOW WILL THE SOLID WASTE AND RECYCLING BE HANDLED? SHOVEL PERSON

HOW MANY INDOOR/OUTDOOR TOILETS WILL BE AVAILABLE? INDOOR _____ OUTDOOR 2

WILL A WATER STATION BE AVAILABLE: YES ☒ NO ☐

IF YES, PLEASE DESCRIBE: ALPINE RENTALS

WILL MEDICAL SERVICES BE PRESENT? YES ☐ NO ☒

IF YES, PLEASE DESCRIBE: _____

WILL FIREWORKS BE INVOLVED? YES ☐ NO ☒

****If Fireworks will be involved, a Certificate of Insurance will be required with at least 5-million-dollar liability coverage and an endorsement with the City of Oroville listed as an additional insured. The certificate and endorsement will be required at least one week in advance of the event. In addition, the organization will need to contact the Oroville Fire Department at (530) 538-2480 to inform them of the event, type of fireworks display, and time they will need to be onsite.**

APPLICATION FEE PAID: YES ☒ NO ☐ BY: [Signature] DATE: 9/30/25

**SPECIAL EVENT APPLICATION FEE (\$107) + 6% TECH FEE = \$113.42 submitted more than 15 days before event.
IF APPLICATION IS SUBMITTED WITHIN 15 DAYS OF THE EVENT THE FEE WILL BE \$339.20**

The permittee shall indemnify the city, hold harmless and release the city from and for any liability, damage or loss caused by negligence or intentional act or omission of the permittee, any officer, employee or agent of the permittee, or any person who is under permittee's legal control. In addition, in the event a claim is made against the city by suit or otherwise, whether the same is groundless or not, arising out of such negligent or intentional act or omission, then the permittee shall defend the city and shall indemnify the city for any judgement rendered against it or any sums paid out in settlement or otherwise. By signing below, the applicant agrees to comply with all applicable provision of the Municipal Code Section 12.32 (see attached), including but not limited to, paying all fees associated with event required city support services.

SIGNATURE: [Signature] TITLE: PRESIDENT

Initial page

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City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

Item 11.

ORGANIZATION: EXCHANGE CLUB OF OROVILLE DATE: 9/30/25

Initial page

A large, stylized handwritten signature in black ink, consisting of a large loop and a trailing stroke.

4



**November 04, 2025
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Four Cases.
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 – Direction given; no action taken.
2. Pledge of Allegiance – Led by students from Ophir Elementary School.
3. Changes/Corrections to the Agenda - None
4. Recusals - None
5. Adoption of Agenda

Motioned by: Council Member Webber

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnussen, Beverly Delucchi and Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Webber: Reminded the public that there is an Oroville Community Development Coalition meeting scheduled for November 10th at 5:30 PM in the City of Paris building on Meyers Street. He stated Tom Deermore from the Community Action Agency will be there to speak.

Council Member Johnstone: Reported that the Oroville Upwards Basketball is now being ran by Jordan Crossing Ministries. They have partnered with the Oroville Southside Community Center and Central Middle School to keep the program going. She stated the Open House event at Hewitt Park was amazing and is happy to see that the park is ADA friendly, ensure it is ready for all to use.

Vice Mayor Smith: Spoke on the Open House event at Hewitt Park. He stated Brian Ring, City Administrator was in attendance and that it is a park to be proud of. It is slated to open to the public in March of 2026.

Mayor Pittman: Spoke on the Dia De Los Muertos event held on November 1, 2025 in the Downtown area. He stated it was well organized and a great event overall.

2. Administration Reports

Brian Ring, City Administrator: Reported the Federal and State lobbyists (The Ferguson Group) were in town last week and met with Council Members who had an interest in discussing their priorities/wants. There will be an update from both the Federal and State lobbyists and to come in December 2025. There is an upcoming meeting with the State lobbyists on Wednesday next week, and interested Council Member(s) are welcome to come and meet with them as well. He reported the government shutdown is now effecting SNAP beneficiaries, of which there are 40,000 of in Butte County. In addition to the SNAP benefits, travel is also being effected, with possible airport shut downs in the future if the government shutdown continues.

Amy Bergstrand, Director of Business and Housing Development: Reported the Rescue Mission holds about 20 people on a nightly basis, with Esperanza Village having about 15 people in the shelter.

Ron Belser, Director of Code Enforcement: Statistics for the month of October were provided to the Council. These statistics can be found on the website. Code Enforcement crews have worked to abate encampments. One individual was reunited with his family in Iowa and sent back to be with them, and the individual even had a job lined up for them when they got there. Graffiti on the levy continues to be abated routinely.

Jason Wines, Chief of Police: Thanked State Parks and the Highway Patrol for assisting over the holiday weekend.

Alyssa Stutz, Director of Public Works: Montgomery Roundabout project is moving forward with a tentative start date of November 17, 2025.

CONSENT CALENDAR

Consent calendar **items 1 - 6** were adopted in one action by the Council.

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

1. **PROCLAMATION RECOGNIZING NOVEMBER 2025 AS HOMELESS YOUTH AWARENESS MONTH**

The City Council adopted Resolution No. 9414 in recognition of November 2025 as Homeless Youth Awareness Month. Voices United was there to accept the resolution on behalf of the Butte County Office of Education.

2. **CONSIDERATION OF A RESOLUTION DECLARING CITY OWNED PROPERTY LOCATED AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS**

The City Council adopted Resolution No. 9415 declaring the City-owned property at 9 Midway as Exempt Surplus Land and making associated findings. This resolution is declared the property as “exempt surplus land” appropriate for disposition for affordable housing development pursuant to Government Code Section 54221 (f)(B)(i) and made certain findings regarding the sale of the parcel pursuant to Government Code Section 37364.

3. **POLICE DEPARTMENT COPIER LEASE AGREEMENT**

The City Council approved a Lease Agreement with Global Office Inc., utilizing the National Association of State Procurement Officials (NASPO) contract, for the replacement of the existing Police Department copier.

4. **SECOND READING AND ADOPTION OF ORDINANCE AMENDING OMC CHAPTER 5.06 – ALIGN BID BILLING/DUE DATES WITH BUSINESS LICENSE FEES; REPLACE NEW-BUSINESS WAIVER WITH PRORATION**

The City Council conducted the second reading adopted an ordinance amending Oroville Municipal Code (OMC) Chapter 5.06 (Downtown Oroville Business Improvement District) to align the collection of BID assessments with business license fees by making BID assessments due January 31 each year (billed January 1), and replacing the existing first-year new-business waiver with a proration method based on the number of months remaining in the calendar year, counting the initiation month as a full month.

5. **AGREEMENT AMENDMENT #2 WITH HOPE CENTER (CITY WORKS)**

The City Council approved an amendment to Agreement 3204-1 with the Hope Center, “City Works Program” to continue to provide services to the City of Oroville and to increase the budget for the program. The City Council also adopted Resolution No. 9416, authorizing the Mayor to sign the amended agreement.

6. APPROVAL OF A SERIES OF CITY COUNCIL MEETING MINUTES

The City Council approved a series of meeting minutes of the Oroville City Council.

REGULAR BUSINESS

7. RATIFICATION OF AGREEMENT WITH DAY, CARTER AND MURPHY AND RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ESTABLISHING ORO VERDE, OROVILLE'S NEW PUBLIC UTILITY

The following member(s) of the public submitted public comment on this item: Bonita Malone, Patrizia Hironimus, Carmen Hironimus, Brian Wong and Kathy Brazil.

The City Council ratified agreement with Day, Carter, and Murphy and adopted Resolution No. 9417 authorizing the establishment of *Oro Verde*, a municipally owned public utility created to serve industrial businesses within the City of Oroville by the following vote:

Motioned by: Council Member Reynolds

Seconded by: Council Member Webber

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

NOES: Council Member Goodson

ABSENT: Council Member Thomson

ABSTAINED: None

8. AMENDMENT TO ELECTED OFFICIALS GUIDING PRINCIPLES HANDBOOK

The City Council gave direction to staff to gather input from Council Members on changes they'd like to see to the Guiding Principles Handbook to include steps that lay out the process for each violation of the handbook. They'd also like staff to add verbiage to include appointed officials as well.

9. PRESENTATION FOR DESIGN RENOVATION OF 2000 CHALLENGER AVENUE FOR PUBLIC SAFETY FACILITY #2

The City Council received a presentation for the design for potential renovation of 2000 Challenger Avenue into a second Public Safety Facility for the City and directed staff to move forward with 2000 Challenger Avenue as the future public safety facility by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Council Member Webber

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

10. LINCOLN AND MONTGOMERY STREET CITY LIGHT POLE REPLACEMENT UPDATE

The City Council received an update on the replacement of City owned light pole located at the corner of Lincoln and Montgomery Street, which was damaged due to a vehicle collision. City Administrator Ring notified Council a new light pole will be going up about 5 feet from the previous location. He is working with the insurance company of the individual as well as the owner of the building.

11. CONSIDERATION AND ADOPTION OF 2026 MASTER MEETING CALENDAR

The City Council adopted the 2026 Master Meeting Calendar by the following vote:

Motioned by: Council Member Webber

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

PUBLIC HEARINGS

12. 5:00PM - PUBLIC HEARING TO DISCUSS THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

Opened at: 5:17PM

Closed at: 5:40PM

The following member(s) of the public submitted public comment on this agenda item: Kaylee Jensen (electronic), Maria Fagundes (electronic) and Breann Workman.

The City Council conducted a public hearing to receive a presentation and provided direction to staff regarding the submittal of the 2025 Community Development Block Grant (CDBG) application. They directed staff to submit an application for storm drain improvements and general administration, unless staff is able to get 50% expenditure on public service. If this is done, it was requested for staff to adjust the agenda item and bring it back for consideration.

13. **5:15PM - PROPOSED ORDINANCE UPDATE TO CHAPTER 13.08 WASTE AND BURNING REGULATIONS**

Opened at: 5:42PM

Closed at: 5:44PM

The City Council approved the first reading of the ordinance and introduced the ordinance by title only. The ordinance pertained to amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability. The proposed updates aim to better align with current practices, public safety priorities, and environmental regulations. This was done by the following vote:

Motioned by: Council Member Webber

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

None received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items:

Council Member(s) Johnstone and Webber requested staff look into the sidewalk on Myer's Street by the Dentist office, as it is a hazard for the public.

Council Member(s) Webber and Vice Mayor Smith requested staff look into the Mills Act and how it can help those who own Historic Buildings save on their property taxes.

2. Correspondence – None received.

ADJOURN THE MEETING

The meeting was adjourned at 7:20PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: KAYLA REASTER, ASSISTANT CITY CLERK

**RE: APPOINTMENTS AND REAPPOINTMENTS TO THE CITIZEN'S
OVERSIGHT COMMITTEE (MEASURE U)**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider appointing 3 new individuals to the Citizen's Oversight Committee (Measure U). These 3 individuals come as a recommendation from the Executive Committee meeting held on October 28, 2025. The individuals recommended for appointment are: Dacota Quinn, Richard Chamberlain, and Alicia Lapp. Additionally, the City Council shall consider reappointing the following members to the Citizen's Oversight Committee: Mark Grover, David Quintel, and Ken Malone.

DISCUSSION

Measure U provides for a Citizen's Oversight Committee to ensure oversight, transparency, and accountability in the use of local revenue funds generated under Measure U. The Committee is responsible for reviewing expenditures, receiving public input, and providing recommendations and feedback to the City Council regarding the prioritization of projects and funding allocations.

In accordance with the bylaws and appointment procedures for Boards, Commissions, and Committees, applications were solicited and reviewed for available positions on the Citizen's Oversight Committee. At their meeting on October 28, 2025, the Executive Committee reviewed candidate qualifications, community involvement experience, and alignment with Measure U oversight responsibilities. Based on this review, the Executive Committee voted to recommend the appointment of Dacota Quinn, Richard Chamberlain, and Alicia Lapp to fill the open positions.

Additionally, several current members' terms have reached expiration and are eligible for reappointment. To maintain continuity, committee experience, and quorum stability, the Council is also being asked to reappoint the following existing members: Mark Grover, David Quintel, and Ken Malone.

These appointments and reappointments will ensure a full and balanced Citizen's Oversight Committee capable of continuing its oversight responsibilities and supporting transparency in the administration of Measure U funds.

FISCAL IMPACT

None.

ACTION(S) REQUESTED -

1. **APPOINT DACOTA QUINN, RICHARD CHAMBERLAIN AND ALICIA LAPP TO THE CITIZEN'S OVERSIGHT COMMITTEE (MEASURE U) WITH TERM DATES OF NOVEMBER 18, 2025 THROUGH NOVEMBER 18, 2027; AND**
2. **REAPPOINT MARK GROVER, DAVID QUINTEL, AND KEN MALONE TO THE CITIZEN'S OVERSIGHT COMMITTEE (MEASURE U) WITH TERM DATES OF NOVEMBER 18, 2025 THROUGH NOVEMBER 18, 2029.**

ATTACHMENTS

Applications for Appointment



CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Citizen Oversight Committee

Note: If you are applying for more than one committee/commission, number in order of preference.

☐ Planning Commission

☐ Arts Commission

☐ Housing Loan Advisory Committee

☐ Citizens Oversight Committee

☐ Park Commission

☐ Other: _____

APPLICANT INFORMATION

Name (print): Daroda Eugene-Riggs Quinn

Residence Address: 2545 Oro Quincy Hwy Oroville, CA 95966

Mailing Address (if different): _____

Telephone: 530.712.7478 E-Mail Address: metabuildingsplus@icloud.com

Are you a qualified elector** of the City? Yes ☒ No ☐

EMPLOYMENT INFORMATION

Occupation: Supervisor - Rodent Specialist

Current Employer: Gecko Pest Control

Current Employer Address: 185 East Avenue Chico, CA 95926

Telephone: 530.342.3050

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: _____

Memberships of Organizations: _____

Have you served on any committee/commission in the past? Yes ☐ No ☒

If yes, list committee/commission and dates served: Currently set to leave on Park Comm. Dec 2025

OPTIONAL

How did you hear about this recruitment? Facebook Page

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: Oct. 23, 2025

Signature: Dan E. [Signature]

Please use this space for any other additional information that you would like to provide in support of your application.

I have recently been appointed to the Oroville Park Commission, set to be sworn in Dec. 2025. I am currently the V.P. Chairman on STREAM Charter School - School Site Council and Active Parents Club Member.

I am looking forward to give back to my community, the one I was blessed to be born and raised in. I have four sons that are active in our community. I plan to set an example for them. This is also my start into the political field. This committee is not my first choice but with 5 vacancies, I felt the need to offer my help. Thank You for your consideration.

OCT 20 2025

CITY CLERK DEPT.



CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Citizen's Oversight Committee

Note: If you are applying for more than one committee/commission, number in order of preference.

- ☐ Planning Commission ☐ Arts Commission
☐ Housing Loan Advisory Committee ☐ Citizens Oversight Committee
☐ Park Commission
☐ Other: _____

APPLICANT INFORMATION

Name (print): RICHARD D. CHAMBERLAIN

Residence Address: 189 VALLEY VIEW DR OROVILLE, CA 95962

Mailing Address (if different): _____

Telephone: 530-228-4940 E-Mail Address: dchamberlain@csuclt11.co.EDU

Are you a qualified elector** of the City? ☒ Yes ☐ No

EMPLOYMENT INFORMATION

Occupation: RETIRED - SEE SUPP #1

Current Employer: _____

Current Employer Address: _____

Telephone: _____

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: BS DEGREE BUS. ADMIN CSU CLTICO

Memberships of Organizations: OROVILLE FELLOWS CLUB, OROVILLE MASONIC LODGE

Have you served on any committee/commission in the past? ☒ Yes ☐ No

If yes, list committee/commission and dates served: SEE SUPP #2

Page 2 APPLICATIONS FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

OPTIONAL

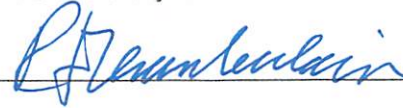
How did you hear about this recruitment? _____

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10-14-25

Signature: _____



Please use this space for any other additional information that you would like to provide in support of your application.

① 1976-1993 OWNER/MGR CITY OF PARIS DEPT STORE
1994-2006 SUPERVISOR-BUSINESS OFFICE CSU CHICO

② BUTTE COLLEGE MEASURE A CITIZENS OVERSIGHT COMM.
2001-2003 \$16 MILLION BOND

DUHSD HARRISON STADIUM CITIZENS OVERSIGHT COMM.
2007-2009 \$12 MILLION BOND

CITY OF OROVILLE
NOV 04 2024
CITY CLERK DEPT.



CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Citizen's Oversight Committee

Note: If you are applying for more than one committee/commission, number in order of preference.

- | | |
|---|--|
| ☐ Planning Commission | ☐ Arts Commission |
| ☐ Housing Loan Advisory Committee | ☐ Economic Development Loan Advisory Committee |
| ☐ Park Commission | ☐ Southside Community Center Advisory Committee |
| ☐ Arts, Cultural Entertainment District Advisory Committee | |
| ☐ Mosquito Abatement District Committee | ☐ Other: _____ |

APPLICANT INFORMATION

Name (print): Alicia Lapp

Residence Address: 12 Ellis lane Oroville Ca 95966

Mailing Address (if different): _____

Telephone: (332) 236-4729

E-Mail Address: aolapp83@gmail.com

Are you a qualified elector** of the City? Yes ☒ No ☐

EMPLOYMENT INFORMATION

Occupation: student

Current Employer: _____

Current Employer Address: _____

Telephone: _____

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Two AST's, One AS and finishing a BA next semester

Memberships of Organizations: _____

Have you served on any committee/commission in the past? Yes ☐ No ☒

If yes, list committee/commission and dates served: _____

Page 2 APPLICATIONS FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

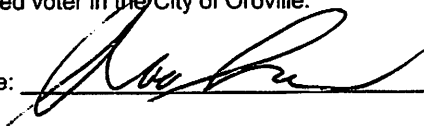
How did you hear about this recruitment? (Optional)

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10/29/24

Signature: _____



Please use this space for any other additional information that you would like to provide in support of your application.

Dear Committee Chair's,

I am writing to express my interest in joining the Citizens' Oversight Committee. As a lifelong resident and fifth-generation member of Butte County, I am deeply invested in the well-being of our community.

I hold two AST degrees from Butte College in Administration of Justice and Media, as well as an AS in Early Childhood Development. Additionally, I am currently completing my BA in Criminal Justice, which will be finalized next semester, with plans to pursue a master's degree thereafter. My academic background and personal dedication have equipped me with the skills to thoroughly research and address complex issues.

Butte County faces significant challenges. For over a decade, we have ranked number one in California for child abuse cases. The California State Audit has highlighted systemic issues within our courts and social services, contributing to this ongoing crisis. Additionally, our community struggles with criminal organizations, which require focused attention and strategic solutions. There are also concerning problems with the management of sober living facilities, as several owners have been arrested for various offenses. These issues deeply affect the safety and well-being of our residents.

My studies and keen interest in these matters have provided me with a comprehensive understanding and potential solutions. I am committed to utilizing my knowledge and investigative skills to make a positive impact. By joining the Citizens' Oversight Committee, I aim to contribute to improving our local governance and ensuring transparency and accountability.

Thank you for considering my application.

Sincerely, Alicia Lapp



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

As a fifth-generation resident of Butte County, I am deeply committed to our community's well-being. Serving on the Citizens' Oversight Committee would allow me to actively contribute to ensuring transparency, accountability, and the effective allocation of resources. My dedication to addressing critical local issues, such as child abuse, criminal organizations, and the management of sober living facilities, fuels my desire to make a tangible difference.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

I hold two AST degrees from Butte College in Administration of Justice and Media, as well as an AS in Early Childhood Development. I am currently completing my BA in Criminal Justice, with plans to pursue a master's degree. This educational background equips me with comprehensive research and investigative skills. My deep understanding of local issues, supported by years of studying systemic problems in Butte County, enables me to identify and propose solutions effectively. I have a proven ability to thoroughly research and analyze complex issues, ensuring well-informed decision-making.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

I do not have any conflicts or potential conflicts that would make me ineligible to vote on any items. My commitment to the role is unwavering, and I will approach all matters with objectivity and integrity.

Date: 10/29/2024

Signature: _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ; DIRECTOR OF PUBLIC WORKS
CODY NISSEN; AIRPORT MANAGER

RE: AUTHORIZATION TO FACILITATE AIRPORT FBO ROOF REPAIRS

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider authorizing staff to facilitate repairs to the roof at the Oroville Municipal Airport FBO hangar and office area (one building).

DISCUSSION

On July 14, 2025, Public Works staff contacted the three roofing contractors listed on the City's qualified California Uniform Public Construction Cost Accounting Act (CUPCCAA) list to solicit estimates for roof repairs at the Airport FBO building following the discovery of roof leaks.

Two contractors submitted responsive bids. Each provided two options:

1. Minimal repairs limited to the areas currently leaking, and
2. Full overlay systems offering long-term protection and warranty coverage.

Given the importance of this building and the essential nature of the services provided by JenCo Aviation under the City's FBO contract, staff recommend proceeding with the full PVC membrane overlay system, which includes a 20-year manufacturer's warranty and will ensure long-term building integrity and asset protection. Cost for this improvement will be \$159,804.09.

The lowest-cost minimal repair proposal totals \$15,800, covering only partial patching using silicone, Unibond tape, and Cool-Sil coating. This option carries no warranty and would likely result in recurring maintenance costs.

FISCAL IMPACT

The recommended full overlay option totals \$159,804.09, to be funded from the Airport Building Maintenance Fund.

Note: The selected contractor has indicated that additional costs may apply if fastener pullout testing determines that supplemental fasteners are required.

ACTION REQUESTED –

AUTHORIZE STAFF TO PROCEED WITH PVC MEMBRANE ROOFING OVERLAY FOR THE FBO BUILDING AT OROVILLE MUNICIPAL AIRPORT.

ATTACHMENTS-

Breakdown of costs and benefits for comparison

Quotes for minimal repairs and full overlays from two responsive contractors



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Alyssa Stutz
PW DIRECTOR

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

OROVILLE MUNICIPAL AIRPORT ROOFING REPAIR BREAKDOWN

United Building Contractors:

Minimum- \$15,800.00 Apply silicone, Unibond Tape and Cool-Sil silicone to leak areas only.

- No warranty

Maximum- \$82,000.00 Apply silicone to all fasteners, apply Garland primer to metal roof at 0.5 gallons per 100 sq. ft., apply Unibond tape as needed, apply Garland White Cool-Sil silicone to roof at 3 gallons per 100 sq. ft.

- 2-year warranty on workmanship
- 10-year warranty on material

Butte Roofing:

Minimum- \$32,050.43 Apply brush grade silicone sealant at metal panel side and end laps, and any other cracks or holes in roofing, coat entire roof with 2 part epoxy primer at 1 gallon per 300 square feet, coat entire roof with silicone roof coating at 1 gallon per 100 square feet, caulk penetrations not receiving primer and coating

- No Warranty

Maximum- \$159,804.09 *there may be an additional charge for added fasteners if fastener pullout values are too low as stated in estimate*

Remove HVAC unit, stand, and windscreen with crane (includes HVAC disconnect and reconnect by HVAC contractor) - Actual cost to be determined after HVAC disconnect and inspection by HVAC company, remove existing skylight panels and replace with new 26 gauge metal panels to create solid substrate, install EPS rigid insulation flute filler to fill lows in existing metal panels, install 2" polyiso rigid insulation over flute filler- Install 50 mil Duro-Tuff PVC single ply membrane as per manufacturer specifications, install new edge metal at eaves and gables, install all trims and accessories from Duro-Last

- Includes a 20-year no dollar limit (NDL) warranty with Duro-Last



Supervising Manager:
Dan George
(707) 774-3082

Material Shipments:
275 Fairchild Ave, Suite 107
Chico, CA 95973

Must call and scheduled shipments
24 hours in advance in order to ensure
access and offloading equipment

Mailing Address:
PO Box 6039
Chico, CA 95927
Phone 530.345.8455
Fax 530.345.8885
Lic. 679303

Proposal

To: City of Oroville - Cody Nissan
(530)693-0594
cnissen@cityoforoville.org
[rq](#)

Project:
Oroville Municipal Airport
225 Chuck Yeager Way, Oroville, CA 95965

Invoice #:

Work Order #:
Expiration Date:

Scope of Work:

REPAIRS

1. Power wash metal roof at leak areas only
2. Inspect fasteners, replace if loose and caulk at leak areas only
3. Apply silicone coating to all fasteners at leak areas only
4. Apply Unibond tape to areas as needed at leak areas only
5. Apply Garland White Cool-Sil silicone to metal roof at 3 gallas per 100 sq. feet at leak areas only

Inclusions:

Garland materials and labor

Exclusions:

Existing leaks, low spots, metal decking, blocking, electrical, plumbing, gas, drains, siding, stucco, gutters, sky lights, warranty

Alternates:

Total Proposal without Alternates

\$15,800.00

Total Proposal with Alternates _____ of _____

\$15,800.00

Total Proposal (Written)

Fifteen Thousand, Eight-Hundred Dollars and Zero Cents

To accept this proposal sign, date and return to: Dan via email at dang@unitedbuildingcontractors.com and Bidding via email at bidding@unitedbuildingcontractors.com

Dan George

08/05/2025

Dan George, Roofing Division Manager

Date

Accepted by:

Date



Supervising Manager:
Dan George
(707) 774-3082

Material Shipments:
275 Fairchild Ave, Suite 107
Chico, CA 95973

Must call and scheduled shipments
24 hours in advance in order to ensure
access and offloading equipment

Mailing Address:
PO Box 6039
Chico, CA 95927
Phone 530.345.8455
Fax 530.345.8885
Lic. 679303

Proposal

To: City of Oroville - Cody Nissan
(530)693-0594
cnissen@cityoforoville.org
rq

Project:
Oroville Municipal Airport
225 Chuck Yaeger Way, Oroville, CA 95965

Invoice #:

Work Order #:
Expiration Date:

Scope of Work: Restoration Coating

1. Power wash metal roof
2. Inspect fasteners, replace if loose and caulk
3. Apply silicone coating to all fasteners
4. Apply Garland primer to metal roof at 0.5 gallons pr 100 sq. feet
5. Apply Unibond tape to areas as needed
6. Apply Garland White Cool-Sil silicone to metal roof at 3 gallons per 100 sq. feet
7. Two (2) year warranty on workmanship
8. Ten (10) year material warranty

Inclusions:

Garland materials and labor

Exclusions:

Existing leaks, low spots, metal decking, blocking, electrical, plumbing, gas, drains, siding, stucco, gutters, and sky lights

Alternates:

Total Proposal without Alternates	\$82,000.00
Total Proposal with Alternates _____ of _____	\$82,000.00

Total Proposal (Written)

Eighty-Two Thousand Dollars and Zero Cents

To accept this proposal sign, date and return to: Dan via email at dang@unitedbuildingcontractors.com and Bidding via email at bidding@unitedbuildingcontractors.com

Dan George

08/05/2025

Dan George, Roofing Division Manager

Date

Accepted by:

Date



Butte Roofing Company
 8 Seville Ct. Suite #110
 Chico, CA 95928
 CA 567600
 Phone: 530-342-6553

Company Representative
 Robert Steveson
 Phone: (530) 804-3796
 robert@butte-roofing.com

225 Chuck Yeager Way
 Oroville

10/13/2025

Cody Nissen
City of Oroville
 225 Chuck Yeager Way
 Oroville, CA 95965
 (530) 693-0594

Job: Cody Nissen

PVC Membrane Roofing Overlay

- Existing metal roofing to remain
- Remove HVAC unit, stand, and windscreen with crane (includes HVAC disconnect and reconnect by HVAC contractor) - Actual cost to be determined after HVAC disconnect and inspection by HVAC company
- Remove existing skylight panels and replace with new 26 gauge metal panels to create solid substrate
- Install EPS rigid insulation flute filler to fill lows in existing metal panels
- Install 2" polyiso rigid insulation over flute filler
- Install 50 mil Duro-Tuff PVC single ply membrane as per manufacturer specifications
- Install new edge metal at eaves and gables
- Install all trims and accessories from Duro-Last
- This includes a 20 year no dollar limit (NDL) warranty with Duro-Last

- Our Crews are licensed and insured
- Crews will maintain safety requirement at all times during the construction process

- This quote includes CA prevailing wage rates

Quote reflects a Fastener Pullout Resistance of 450lb. Resistance determines fastener spacing. Lower pullout values may require a price adjustment for additional fasteners

If bid is accepted, please sign and return one copy. Thank you!

Material - Underlayment CC#7541

PBR EPS Flute Filler - 8'

ISO - Underlayment CC#7541

Hunter H-Shield Polyiso - Grade 2 - 2.0 - 4'x8'

Material - Rollout CC#7542

Duro-Tuff 50mil 5'x100' rolls

PBR panels at skylights

Stack Flashing - Open - Detail CC#7544

Duro-Last Open Stack Flashing - 1 1/2" - White (#2315H)

Duro-Last Open Stack Flashing - 3" - White (#2317)

Screws #14 - Rollout CC#7542

Duro-Last #14 Drill-Point Screw - 2" (2000 Cnt) (#1362-2)

Duro-Last #14 SPADE POINT 5" - 1K COUNT

Duro-Last Purlin Fastener 5.75" 1000ct

Plates - Rollout CC#7542

Duro-Last 3" Square Steel Plates (500/box) (#1300S)

Duro-Last TruFast Induction Plate (500/box) (#1865)

Compression Metal - Detail CC#7544

4" Cleat Galvalume Plus (#600060624)

4" Cover (#6030606)

Vinyl-Coated Drip Edge - Detail CC#7544

4" Face With Skirt (#6180606)

Item 14.

Accessories - Detail CC#7544

Panduit SS Band 14"

Duro-Last VINYL COATED METAL PITCH PAN - 6" X 6"

Pitch Pan Filler

U-Anchor 3400

2x6 douglas fir for nailer - 20'

Corners - Detail CC#7544

Duro-Last 6" x 6" Outside Corner (#1312)

Roof Vents - Detail CC#7544

Duro-Last Two-Way Vent White (#1231)

Duro-Last Plenum Vent White-Single (#1231-110)

Duro-Last Additional Warranties CC#7998

Duro-Last Basic 20 Year NDL (Blue)

Removal/Install labor

Labor - Remove HVAC unit and windscreen

Labor - cancel skylights and install PBR panels

Install Labor - Underlayment CC#7541

Install Labor - Rollout CC#7542

Install Labor - Welding CC#7543

Install Labor - Detail CC#7544

Job Cost

Freight Charge

Required Machinery - CC#11000

Disconnect and Reconnect HVAC - Prevailing

Permit Fees

\$122,580.24

Option - New Curbs and Curb Mounted Skylights

Install new raised curbs and skylights and existing skylight locations instead of replacing skylight panels with metal panels.

New curbs and curb mounted skylights

Deduct cost of PBR panels at skylights

Labor - Curb and Skylight Install

\$34,449.23

Repair Membrane Roofing at Entry Roof

Repair Labor - Membrane Roofing

Caulking

\$2,744.62

This includes all Roof Only permits, liability and Workman's Compensation Insurance. Due to material shortages and market fluctuations, this bid is valid for 30 days from the date shown above. Certain material will be billed at pricing at time of delivery. Terms of payment: Monthly invoice for percentage completed and 100% upon completion.

The company further agrees to guarantee the roof work for 5 years upon completion of work. Warranty excludes partial re-roofs and repairs unless specified. Said guarantee to cover workmanship only.(roof must be properly maintained, maintenance recommendations will be given on request) Warranty will not extend to damage caused by extreme winds, lightning, hailstorms, earthquakes or other unusual causes and shall not cover any liability for damage or injury to interior fixtures, decorations, walls, contents of building or other part of structure. It is mutually understood and agreed that the guarantee shall be made and remain effective only when and if payment is made as agreed in the contract; that interest will be charged if payment becomes delinquent at a rate of 18%; that in the event of an action brought for collections, the Company shall recover all court cost and a reasonable attorney's fee; that the contract is taken subject to final approval of the company after signature by owner. It is also understood that the home owner/client shall have adequate insurance. This agreement represents the entire and integrated agreement between Property Owner and Butte Roofing Company and supersedes all negotiations, representations or agreements, either oral or written. This agreement may be amended only by written instrument offered by Butte Roofing Company and accepted by Property Owner.

Butte Roofing Company assumes the following items are to be completed by others or are not required under our contract and have therefore been excluded, unless specifically listed above: Cementitious or gypsum roof board underlayment; Painting; Fascia metal; Soffit material; Parapet caps; Performance and payment bonds; Design and Engineering of any system; Gutters and downspouts; Anything in optional pricing unless selected; Prevailing wages; Overtime wages; Access to temporary facilities, power, water etc; HVAC; Liquidated damages; Tenant infill of any kind; Waterproofing open-roof beyond checking the weather and appropriately covering exposed sections; Force Majeure; Plumbing; Electrical; Piping system; Demolition; Hazardous material testing or work; Builders risk insurance; Dry rot repairs; Extraordinary dry-in protection; Structural work; Insulation of any kind; Repairs or penetrations to the roof after installation; Wood nailers or cants; Fall protection anchors; Repairs caused by unsuitable roof sheathing/structure; Anything not listed as included above.

Cancellation Policy : If Property Owner desires to cancel this contract within 5 Business Days from signed contract there is a zero dollar fee. If Property Owner desires to cancel this contract after 5 Business Days from signed contract there is a Cancellation Fee of : 10% of the Contract value or work to date completed which may include the cost of materials; which ever is greater.

Disclosure: Please be advised that this firm and our material suppliers may send you various documents related to lien rights; i.e. PRELIMINARY 20-DAY NOTICE. Please contact our main office if you have any questions or concerns.

Financing and Credit Card Payments: Please add 5% to All GoodLeap Transactions and 4% to all Credit Card Transaction. Add .5% to all ACH/eCheck Transactions.

NOTICE: Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board- P.O. BOX 26000 - SACRAMENTO, CA. 95826. We reserve the right to enforce the Mechanic's Lien sec 7018/7019 Bus/Prof code.
CA 567600 DIR#1000056098

.....

Company Authorized Signature

Date

Customer Signature

Date



Butte Roofing Company
 8 Seville Ct. Suite #110
 Chico, CA 95928
 CA 567600
 Phone: 530-342-6553

Company Representative
 Robert Steveson
 Phone: (530) 804-3796
 robert@butte-roofing.com

225 Chuck Yeager Way - Major Maintenance

10/13/2025

Cody Nissen
City of Oroville
 225 Chuck Yeager Way
 Oroville, CA 95965
 (530) 693-0594

Job: Cody Nissen

Major Maintenance - 225 Chuck Yeager Way

- Provide detailed report of current roof conditions, noting areas of concern.
- Clean and remove debris from roof and gutters
- Power wash entire roof, leaks may be possible during process
- Apply brush grade silicone sealant at metal panel side and end laps, and any other cracks or holes in roofing
- Coat entire roof with 2 part epoxy primer at 1 gallon per 300 square feet
- Coat entire roof with silicone roof coating at 1 gallon per 100 square feet
- Caulk penetrations not receiving primer and coating

Material

Caulking

Brush Grade Silcione 3.5 gal

DS Silicone Roof Primer: Universal 2-Part Epoxy

DURO-SHIELD™ SILICONE ROOF COATINGS

Labor

Install Labor

\$32,050.43

This includes all Roof Only permits, liability and Workman's Compensation Insurance. Due to material shortages and market fluctuations, this bid is valid for 30 days from the date shown above. Certain material will be billed at pricing at time of delivery. Terms of payment: Monthly invoice for percentage completed and 100% upon completion.

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subject to final approval of the company after signature by owner. It is also understood that the home owner/client shall have adequate insurance. This agreement represents the entire and integrated agreement between Property Owner and Butte Roofing Company and supersedes all negotiations, representations or agreements, either oral or written. This agreement may be amended only by written instrument offered by Butte Roofing Company and accepted by Property Owner.

Butte Roofing Company assumes the following items are to be completed by others or are not required under our contract and have therefore been excluded, unless specifically listed above: Cementitious or gypsum roof board underlayment; Painting; Fascia metal; Soffit material; Parapet caps; Performance and payment bonds; Design and Engineering of any system; Gutters and downspouts; Anything in optional pricing unless selected; Prevailing wages; Overtime wages; Access to temporary facilities, power, water etc; HVAC; Liquidated damages; Tenant infill of any kind; Waterproofing open-roof beyond checking the weather and appropriately covering exposed sections; Force Majeure; Plumbing; Electrical; Piping system; Demolition; Hazardous material testing or work; Builders risk insurance; Dry rot repairs; Extraordinary dry-in protection; Structural work; Insulation of any kind; Repairs or penetrations to the roof after installation; Wood nailers or cants; Fall protection anchors; Repairs caused by unsuitable roof sheathing/structure; Anything not listed as included above.

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CA 567600 DIR#1000056098

.....

Company Authorized Signature

Date

Customer Signature

Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: TIM KABER – PROJECT MANAGER

RE: MODIFICATION OF CONTRACT; DESIGN-BUILD ENTITY FOR CORPORATION YARD PROJECT, MULTI-BUILDING REMODEL AND SITE WORK DESIGN/BUILD PROJECT AT 655 CAL OAK

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider modifying the contract with United Building Contractors, Inc (UBC) of Chico for Design/Build Construction Services on the new City of Oroville Corporation Yard.

DISCUSSION

The City Council received a report on the new Corporation Yard project at the October 7, 2025 meeting. The Phase II proposal was significantly higher than available funds, and direction was provided to Staff to reduce the scope of the project to align with available funding.

The scope of the project has been reduced to exclude the Admin building and site work. The primary change to the Admin building is no new expansion work (meeting/training room, locker rooms, restrooms, showers and laundry services). The main focus is now the Mechanics building. Requirements initially included in the Admin building will shift to the Mechanics shop from the Admin building (locker rooms, restrooms, showers and laundry services). The heating and cooling system in the Mechanic shop will be changed to evaporative cooling and natural gas heaters that are consistent with the current Corporation Yard.

It is believed this plan will come in close to budget and be able to meet immediate needs of the Public Works Department. Staff will continue to seek funding alternatives that would allow the wash rack and fuel island to be moved on site

FISCAL IMPACT

Funds will come from the previously approved Corp Yard budget, reducing amount available for construction by \$23,160.

ACTION REQUESTED -

APPROVE THE MODIFICATION OF THE CONTRACT WITH UNITED BUILDING CONTRACTORS, INC. TO INCREASE FUNDING BY \$23,160 AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT.

ATTACHMENTS

UBC Proposal for redesign

Modified Contract for Phase I work



P O Box 6039
Chico CA 95927

Phone 530.345.8455
Fax 530.345.8885
679303

Lic.

Proposal Summary

Owner: City of Oroville

Attn: Nick Trover
Trover Construction Project Management LLC

Project Title: Oroville Corporation Yard Multi-Building Remodel & Sitework ADD SERVICES
Project Number: n/a
Location: Oroville, Ca

Description

Scope: United Building Contractors is pleased to submit the Add Services change to contract for the revised scope of work.

Price Breakdown	Cost
Additional Preconstruction Services to include site investigation and ROM pricing	\$ 6,390.00
Design Services for new Project Administration and Design Renovations.	\$ 16,770.00
Add Services Total	\$ 23,160.00
Description of Work	
Design team will develop an updated structural assessment and design narratives to integrate new exterior roll up doors and adjustment of the existing undocumented interior improvements	
• Design team will develop a mechanical systems outline/recommendations to condition building B.	
• Design team will develop an electrical systems outline/recommendations to adequately power building B (600A, 480V) from the existing main service	
• Design team will develop an electrical plan for new building B lighting, power and data locations and preliminary specifications	
• Design team will develop revised Schematic Design drawings from which UBC can establish a revised GMP. These drawings and coordination shall include:	
o Restroom and shower modifications (2 showers min.)	
o Adapted Mud & Tool room for integrated locker and laundry space.	
o Insulated building envelope.	
o Sliding vehicle access gate.	

Thank you for the opportunity to keep the project progressing. If there are any questions, please give us a call.

Edgar Ibarra

United Building Contractors, Inc.



United Building Contractors Inc
PO Box 6039
Chico, California 95927
Phone: (530) 345-8455

Project: 25008 Corporate Yard Project - 25008 Corporate Yard Project
City of Oroville 1735 Montgomery St.
Oroville, California 95965

Prime Contract Change Order #001: CE #001 - Preconstruction Addi

TO:	City of Oroville City of Oroville	FROM:	United Building Contractors, Inc. United Building Contractors, Inc.
DATE CREATED:	11/10/2025	CREATED BY:	Edgar Ibarra (United Building Contractors, Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Edgar Ibarra (United Building Contractors, Inc.)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	11/12/2025
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	60 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:	02/12/2026	SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Preconstruction Services Contract	TOTAL AMOUNT:	\$23,160.00

DESCRIPTION:
CE #001 - Preconstruction Additional Services
Per Request of the City of Oroville, provide add services for Scope of Work Changes

ATTACHMENTS:
[Oroville Corporation Yard Add Service UBC.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Preconstruction Addi	60 days	\$23,160.00
Total:			\$23,160.00

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #001 - Preconstruction Addi

#	Budget Code	Description	Amount
1		Preconstruction Add Services	\$23,160.00
Grand Total:			\$23,160.00

The original (Contract Sum)	\$30,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$30,000.00
The contract sum will be increased by this Change Order in the amount of	\$23,160.00
The new contract sum including this Change Order will be	\$53,160.00
The contract time will be increased by this Change Order by 60 days.	
The Revised Substantial Completion Date will be	2/12/2026

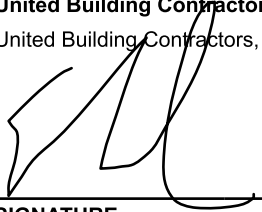


City of Oroville
City of Oroville

United Building Contractors, Inc.
United Building Contractors, Inc.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

 11/12/25
SIGNATURE _____ DATE _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JASON WINES, CHIEF OF POLICE

**RE: REQUEST TO ENTER INTO AGREEMENT WITH BLUE VOICE, LLC TO
PROVIDE REAL TIME ASSISTANCE TO OROVILLE POLICE OFFICERS**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approving an agreement with Blue Voice, LLC. Oroville Police Department wishes to utilize Blue Voice, LLC software to enhance officer access to legal resources, mapping tools, and investigative support services.

DISCUSSION

Officers in the field are required to make rapid decisions based upon the elements of each situation they encounter. As California laws become more cumbersome and often vague, it is becoming more difficult to navigate all legal references to ensure proper procedures are conducted, especially when time is limited.

Blue Voice is a "closed-loop" artificial intelligence (AI) platform that enables officers and staff to use voice activated commands to research case law, criminal statutes, and relevant legal resources to help identify criminal acts and assist with investigative leads. Additionally, the software can be utilized for mapping of schools and large facilities to direct officers to specific locations using voice commands.

Unlike traditional AI platforms that utilize the internet, Blue Voice software only accesses information vetted by the City and Police Department, such as Municipal Codes, Penal Codes, department policy, jury instructions, etc. This information is loaded into a personalized platform and when requested for specific content, AI extracts the exact relevant information from only those sources, with no global informational "clutter".

Operationally, this allows employees to conduct rapid, vetted, legal research in the field using voice as opposed to multiple reference books or online sources. The software is expandable, with the ability to "group" data sources for different users, such as dispatch, evidence, MLE's, and officers. For officers in the field, critical information can

be accessed by voice, allowing greater officer safety, quicker decision making, and reducing decision making errors.

Blue Voice is able to create custom forms/reports, which can then be completed using voice commands. This integrative tool reduces the time needed to manually fill existing forms/reports while creating a more legible form/reports, getting officers back on the streets faster.

The cost is per sworn officer with the price fixed during the term of the contract, regardless of any increase in sworn officer staffing. All non-sworn staff will be able to utilize the software at no additional cost.

FISCAL IMPACT

Funds will be taken from police fund 100 1140 6430

year 1= no cost

year 2 = 50% cost (\$3,487)

year 3 = 75% cost (\$5,231)

year 4 = 100% cost (\$6,975)

Total 4-year cost not to exceed \$15,693

ACTION REQUESTED -

APPROVE FOUR-YEAR AGREEMENT (AGREEMENT NO. 3576) WITH BLUE VOICE, LLC AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Blue Voice Brochure

Blue Voice Service Agreement No. 3576



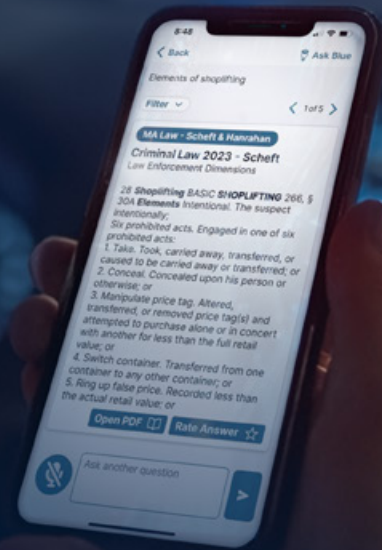
BLUE VOICE

Item 16.

CJIS Compliant

One-Stop AI Assistant for Officers

Ask questions anonymously by voice or text. Receive pinpoint answers from laws and department-approved documents. Rely on **BLUE**, a closed-loop system with zero hallucination.



⚡ Instant Search

Instantly search laws, policies, maps, & any department docs

☰ Fillable Forms

On-site paperwork on phone or cruiser with e-sign & email

👤 Officer Anonymity

Question logs do not identify user or request time

📄 Customizable Intranet & App

Easily upload documents, customize categories, and create units

🛡️ Expert-Built

Built by law enforcement leaders, Google engineers, and Harvard alumni

🕒 Easily Deployed

Setup takes less than one hour, browser-based and no integration required

📋 Policy Management

Manage policy, seamless sign-off, mobile notifications, BOLOs, & automated accreditation analyzer

🛡️ Risk-Reduction

Insurance and union endorsed platform

📱 Available on iOS, Android, Desktop, and Mobile Data Terminals (MDTs)

Trusted By Over 100 Departments

Partnered with the TPCA as a risk-reduction tool



"BLUE is one of the best pieces of technology we've seen for policing. It allows quick search for any information and enables voice-activated paperwork. Our officers now have critical information at their fingertips." - TX Chief

Launch a FREE PILOT in one hour, including training!

✉️ kevin@bluevoice.io

90% of New Pilots Subscribe.

154

Blue Voice Inc.
 14 Brewster Road
 Newton MA, 02461 US
 +1 785-331-7691
www.bluevoice.io



Quote

BILL TO
 Oroville PD

Quote #: 21220515181025
DATE: 11/15/2025
DUE DATE: 11/15/2026
TERMS Net 30

NOTE

Due NET 30 after start
 of term

ACTIVITY	TERM	AMOUNT
Service		
Blue Voice Software		
Year 1	Start: 11/15/2025 End: 11/14/2026 Years: 1	\$ 0
Year 2	Start: 11/15/2025 End: 11/14/2027 Years: 1	\$ 3,487 50% Discount applied
Year 3	Start: 11/15/2027 End: 11/14/2028 Years: 1	\$ 5,231 25% Discount applied
Year 4	Start: 11/15/2028 End: 11/14/2029 Years: 1	\$ 6,975

Remit To:

BALANCE DUE: \$0

Blue Voice Inc.
 14 Brewster Road
 Newton, MA, 02461 US

****Through signature of this quote, Oroville PD**
Blue Voice EULA and software agreement linked below.

understands that it acknowledges the terms listed in the

EULA: https://www.bluevoice.io/files/ugd/bdcf33_c92a1ab53d84413c8a7c5f88ace47f35.pdf

Software Agreement: https://www.bluevoice.io/files/ugd/d84549_fae8c05babbf455d82f29938a9f985ba.pdf

Oroville PD

Signature: _____

Contact Name: _____

Title: _____

Date: _____

Email: _____

Address: _____

Contact Telephone: _____

Blue Voice Inc.

Signature: David Lawrence

Name: David Lawrence

Title: CEO

Date:

Email: david@bluevoice.io

Address: 14 Brewster Road

Newton

MA 02461

Contact Telephone: 785-331-7691



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: EMPLOYMENT AGREEMENT WITH RONNIE BELSER FOR POSITION
OF CODE ENFORCEMENT DIRECTOR**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approval of a new employment agreement with Ronnie Belser for the position of Code Enforcement Director.

DISCUSSION

Ronnie Belser was originally hired with the City in 2011 to serve as a Police Officer. Mr. Belser was later appointed to serve as Director of Code Enforcement and has most recently been working under an agreement that was entered into on January 19, 2023, which expires on January 18, 2026.

Staff have prepared a new employment agreement with Mr. Belser with an annual salary of \$175,100 (Step H of the Department Heads salary schedule), for a term of three years, effective January 19, 2026 through January 18, 2029. This represents a 5% increase for Mr. Belser, advancing from step G to step H.

The Government Code requires that all employment agreements, including amendments, be approved at a regularly scheduled Council Meeting.

FISCAL IMPACT

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

ACTION(S) REQUESTED -

- 1. APPROVE EMPLOYMENT AGREEMENT NO. 3568; AND**
- 2. ADOPT RESOLUTION NO. 9419 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RONNIE BELSER.**

ATTACHMENTS:

A-3568 Employment Agreement
Resolution No. 9419

**EMPLOYMENT AGREEMENT FOR CODE ENFORCEMENT
DIRECTOR BETWEEN THE CITY OF OROVILLE AND
RONNIE BELSER**

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Ronnie Belser ("Belser"), collectively, the "Parties", effective January 19, 2026. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Belser as its Code Enforcement Director; 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 Belser; and

WHEREAS, Belser desires to be employed as the Code Enforcement Director 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 Belser as the Code Enforcement Director of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him.

Section 2. Term; Termination: Severance Compensation:

- A. The term of this Agreement shall be effective January 19, 2026, and shall continue until January 18, 2029. On or before July 19, 2028, Belser shall give written notice to City if he 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 Belser 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 Belser shall not be entitled to any compensation except for any accrued vested benefits as listed below.
- B. If Belser resigns his position as Code Enforcement Director before the expiration date of the initial or any extended term of this Agreement, Belser shall give the City a sixty (60) day written notice in advance. In such event, Belser 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 Belser make such request.
- C. City may terminate this Agreement at any time with or without cause. If the City discharges Belser from his position, without cause, as Code Enforcement Director, the City shall pay Belser a lump-sum cash payment equal to six (6) months' salary. In addition, Belser shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Belser 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, Belser shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Belser 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 Belser becomes permanently disabled or is otherwise unable to perform his 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. Belser acknowledges and agrees that his position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to pay Belser 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 Belser each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Belser 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 Belser. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Belser. The City Administrator's evaluation of Belser will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Belser's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Belser 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 Belser shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he 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, Belser shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Belser 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 Belser suitable for his use while performing his duties as the Code Enforcement Director or compensate him, 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:

Belser shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Belser shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:

Belser shall accumulate vacation leave at the rate of one hundred eighty-four hours (184) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

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, Belser may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City 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 Belser and his 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: Belser is authorized to celebrate the following holidays:

- | | |
|---------------------------|---------------------------------------|
| 1. New Year's Day | 9. Veteran's Day |
| 2. Martin Luther King Day | 10. Thanksgiving Day |
| 3. Lincoln's Birthday | 11. The Day After Thanksgiving Day |
| 4. President's Day | 12. Last Workday Before Christmas Day |
| 5. Memorial Day | 13. Christmas Day |
| 6. Juneteenth | |
| 7. Independence Day | |
| 8. Labor Day | |

Belser shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Belser in the amount of \$100/month to compensate him for the use of his private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Belser will pay 7% of the employee share of his 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, Belser 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 PEPR CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPR 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, Belser shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value to pay premiums for medical, and dental, insurance. Belser may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Belser elects to convert his unused sick leave to a dollar value account to pay for medical, and dental insurance and it becomes exhausted, Belser shall have the option of continuing medical, and dental insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, Belser becomes deceased before his 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 Belser. The City shall contribute 3% of Belser's base salary to Belser's Deferred Compensation Plan. In addition, the City shall match the first 2% that Belser contributes to Belser's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Belser shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Belser'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 Belser necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his 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 Belser for professional and official travel, meetings, and occasions to continue the professional development of Belser, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Belser 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 Belser for short courses, institutes and seminars that are necessary for his 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 Belser, 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 Belser 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 Belser'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 Belser 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 Belser's duties as Code Enforcement Director, except for any civil action or proceeding brought against Belser 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 Belser under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Belser that Belser is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Belser 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. Belser acknowledges and agrees that he 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 BELSER: Belser at his 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 Belser.
- C. This Agreement shall not be assigned by Belser or City.
- D. This Agreement shall not be modified without the written consent of Belser and City.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, 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 November 18, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

David Pittman, Mayor

Ron Belser, Code Enforcement Director

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9419**

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

(Agreement No. 3568)

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 Ronnie Belser. 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 November 18, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: DAVE RITCHIE, ASSISTANT CITY ATTORNEY

RE: EMPLOYMENT AGREEMENT WITH BRIAN RING FOR POSITION OF CITY ADMINISTRATOR

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall consider approval of a new employment agreement with Brian Ring for the position of City Administrator.

DISCUSSION

Brian Ring was originally hired with the City on February 27, 2023 to serve as the City's City Administrator. Mr. Ring has been working under an agreement that was entered into on February 27, 2023, which expires on February 26, 2026.

Staff have prepared a new employment agreement with Mr. Ring with his annual salary remaining at the current rate of \$225,312/year (Step G of the Department Head's salary schedule), for a term of three years, effective February 27, 2026, through February 26, 2029.

The Government Code requires that all employment agreements, including amendments, be approved at a regularly scheduled Council Meeting.

FISCAL IMPACT

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

ACTION(S) REQUESTED -

- 1. APPROVE EMPLOYMENT AGREEMENT NO. 3569; AND**
- 2. ADOPT RESOLUTION NO. 9420 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING**

ATTACHMENTS:

A-3569 Employment Agreement
Resolution No. 9420

**EMPLOYMENT AGREEMENT FOR CITY ADMINISTRATOR
BETWEEN THE CITY OF OROVILLE AND
BRIAN RING**

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Brian Ring ("Ring"), collectively, the "Parties", effective February 27, 2026. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Ring as its City Administrator; 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 Ring; and

WHEREAS, Ring desires to be employed as the City Administrator 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 Ring as the City Administrator of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him.

Section 2. Term; Termination: Severance Compensation:

- A. The term of this Agreement shall be effective February 27, 2026, and shall continue until February 26, 2029. On or before August 27, 2028, Ring shall give written notice to City if he 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 Ring 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 Ring shall not be entitled to any compensation except for any accrued vested benefits as listed below.
- B. If Ring resigns his position as City Administrator before the expiration date of the initial or any extended term of this Agreement, Ring shall give the City a sixty (60) day written notice in advance. In such event, Ring shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The Council, may reduce the required notice to not less than thirty (30) days without penalty should Ring make such request.
- C. City may terminate this Agreement at any time with or without cause. If the City discharges Ring from his position, without cause, as City Administrator, the City shall pay Ring a lump-sum cash payment equal to six (6) months' salary. In addition, Ring shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Ring 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, Ring shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Ring 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 Ring becomes permanently disabled or is otherwise unable to perform his 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. Ring acknowledges and agrees that his position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to continue to pay Ring at Step G of the department head salary schedule, an annual base salary of \$225,312, 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 complete a performance evaluation of Ring each year of the contract and during any extension period of the contract. Upon a satisfactory review, Ring 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 Ring and the City Council.

Section 7. Hours of Work; Administrative Leave:

Ring 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 Ring shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. 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, Ring shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Ring shall notify the Mayor 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 Ring suitable for his use while performing his duties as the City Administrator or compensate him, 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:

Ring shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Ring shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:

Ring shall accumulate vacation leave at the rate of one hundred seventy-six hours (176) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

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, Ring may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City 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 Ring and his eligible dependents.

City Paid Medical Benefit after Retirement

RING will be eligible for the Medical longevity benefit as previously approved by the City Council once he reaches the age of 55. This benefit allows for Ring to be eligible for continued medical coverage with the City paying the full premium until age 65 when employee becomes eligible for Medicare.

This means that Ring is eligible, upon retirement from the City and attaining at least age 55, in which the City shall provide 100% of the cost of the least expensive health insurance plan available for employees for employee only. 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: Ring is authorized to celebrate the following holidays:

- | | |
|---------------------------|---------------------------------------|
| 1. New Year's Day | 9. Veteran's Day |
| 2. Martin Luther King Day | 10. Thanksgiving Day |
| 3. Lincoln's Birthday | 11. The Day After Thanksgiving Day |
| 4. President's Day | 12. Last Workday Before Christmas Day |
| 5. Memorial Day | 13. Christmas Day |
| 6. Juneteenth | |
| 7. Independence Day | |
| 8. Labor Day | |

Ring shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Ring in the amount of \$100/month to compensate him for the use of his private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Ring will pay 7% of the employee share of his 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, Ring 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, Ring shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value to pay premiums for medical, dental and vision insurance. Ring may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Ring elects to convert his unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, Ring shall have the option of continuing medical, dental and vision insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, Ring becomes deceased before his 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 Ring. The City shall contribute 3% of Ring's base salary to Ring's Deferred Compensation Plan. In addition, the City shall match the first 2% that Ring contributes to Ring's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Ring shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Ring'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 Ring necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his 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 Ring for professional and official travel, meetings, and occasions to continue the professional development of Ring, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Ring 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 Ring for short courses, institutes and seminars that are necessary for his 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 Ring, 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 Ring 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 Ring'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 Ring 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 Ring's duties as City Administrator, except for any civil action or proceeding brought against Ring 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 Ring under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Ring that Ring is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Ring 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. Ring acknowledges and agrees that he 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 RING: Ring at his 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 Ring.
- C. This Agreement shall not be assigned by Ring or City.
- D. This Agreement shall not be modified without the written consent of Ring and City.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, 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 November 18, 2025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

David Pittman, Mayor

Brian Ring, City Administrator

APPROVED AS TO FORM:

David Ritchie, Assistant City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9420**

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

(Agreement No. 3569)

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 BRIAN RING. 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 November 18, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIR.

RE: FIRST READING OF ORDINANCE NO. 1891 ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE, HOUSING CODE, FIRE CODE AND RELATED CODES

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council may introduce Ordinance No. 1891 to adopt by reference the 2025 California Building Standards Code (Title 24, Parts 1 through 12), along with the Uniform Housing Code (1997 Edition), Uniform Code for the Abatement of Dangerous Buildings (1997 Edition), International Property Maintenance Code (2018 Edition), and California Wildland-Urban Interface (WUI) Code (2025 Edition).

This adoption also updates Oroville's local Fire Code to reflect new State numbering, incorporates local amendments, and introduces a cross-walk document summarizing changes for public transparency.

DISCUSSION

The 2025 edition of the California Building Standards Codes ("The Code") was published on July 1, 2025, and will go into effect January 1, 2026. This update ensures Oroville's Municipal Code remains current with State standards while retaining local amendments and appendices previously adopted by ordinance.

The adoption covers:

- California Building Code (CBC)
- California Residential Code (CRC)
- California Electrical, Mechanical, Plumbing, Energy, and Fire Codes
- California Green Building Standards Code (CALGreen)
- Uniform Housing Code (1997)
- Uniform Code for the Abatement of Dangerous Buildings (1997)
- International Property Maintenance Code (2018)
- California Wildland-Urban Interface (WUI) Code (2025)

Local Fire Code Update

As part of this comprehensive adoption, the Oroville Fire Code (OMC Chapter 15.60) has been updated to reflect changes in the 2025 California Fire Code and to reorganize certain sections for clarity and consistency.

Key highlights include:

- Renumbering of Fireworks regulations from Sections 319.1–319.7 to Sections 324.1–324.7 to align with State code structure.
- Updated local amendments to Fire Code sections governing fire lane width, access grade, address identification, key boxes, hazardous materials reporting, and inspection valves.
- Addition of new sections for NFPA 704 hazard signs, utility identification, and Wildland-Urban Interface requirements.

A summary of these changes is provided in Attachment 4 – Fire Code Number Cross-Walk Summary, which identifies section renumbering and local additions for public reference.

This action maintains Oroville’s alignment with State law, improves local fire-safety standards, and enhances transparency for contractors, design professionals, and residents.

Municipal Code Number Adjustments

Several Oroville Municipal Code sections have been renumbered to prevent overlap with new Title 24 section numbers. These changes are administrative and do not affect the intent of previously adopted local amendments.

FISCAL IMPACT

There is no fiscal impact to the City. This action ensures regulatory consistency and continued enforceability of building and fire codes within the City of Oroville.

ACTION(S) REQUESTED -

1. **INTRODUCE BY TITLE ONLY AND WAIVE THE FIRST READING OF ORDINANCE 1891 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND**

THE 2019 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDING CERTAIN PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24; AND

- 2. CONTINUE PUBLIC HEARING UNTIL DECEMBER 2, 2025 CITY COUNCIL MEETING.**

ATTACHMENTS

DRAFT ORDINANCE WITH CODE CHANGES

EXHIBIT “A”

CITY OF OROVILLE ORDINANCE NO. 1891

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

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

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

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

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

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

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

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

A. Amend Section 105.3.3 as follows:

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

B. Section is added to read as follows.

Section 108.1 Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fees, if any, has been paid. Fees and Special Requirements. The fees for the permits and other services shall be as established by resolution of the Oroville City Council. The fee shall be set to cover the cost of the Fire Department to review and inspect the intended activities, operations or functions. The fees must be paid to the City of Oroville prior to engaging in the listed activities, operations or functions.

C. Section 202 is amended by adding the following definition:

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

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

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

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

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

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

E. Sections 324.1 through 324.7 are added to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Administrative fines

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

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

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

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

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

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

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

Residential Width

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

Nonresidential Width

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Section 407.5 is added to read as follows:

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

N. Section 509.1.1 is added to read as follows:

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

O. Section 912.7 is added to read as follows:

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

P. Section 5003.6.1 is added to read as follows:

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

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

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

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

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

§ 15.60.040 **Express findings.**

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

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

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

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

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

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

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

SECTION 2: Repeal Ordinance 1840

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

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

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

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

Introduced and the first reading waived at a regular meeting of the Oroville City Council on the 18th Day of November, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: PUBLIC HEARING FOR A RESOLUTION OF THE OROVILLE CITY
COUNCIL ACKNOWLEDGING THE PROJECT COMPLETION OF
LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT
COMMUNITY DEVELOPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1**

DATE: NOVEMBER 18, 2025

SUMMARY

The City Council shall conduct a public hearing to solicit comments relating to the closeout of the CDBG-DR project related to Lincoln Street Family Apartments 21-DRMHP-21003-NTP1.

DISCUSSION

As a result of the 2018 Camp Fire, the City of Oroville received an allocation of \$17,000,089 in CDBG Disaster Recover MHP funds from the California Department of Housing and Community Development (HCD). Through a competitive Request for Proposal, the City of Oroville awarded Lincoln Street Family Apartments (Lincoln Village Apartments) Phase I project \$8,394,095.06 and a Notice to Proceed (NTP) was executed by HCD on April 6, 2023.

Project Closeout requires a resolution by the Oroville City Council documenting project completion in order to evidence compliance of the City of Oroville's obligations as required by the Master Standard Agreement (MSA) and NTP. All milestones required by the MSA and NTP have been met and the Department recommends the City adopt the resolution and authorize the Mayor to sign.

FISCAL IMPACT

None.

ACTION REQUESTED -

CONTINUE PUBLIC HEARING ON THIS TOPIC UNTIL DECEMBER 2, 2025 CITY COUNCIL MEETING.

ATTACHMENTS

Resolution No. 9417

**CITY OF OROVILLE
RESOLUTION NO. 9421**

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

BE IT RESOLVED by the City Council of the **City** of City of Oroville as follows:

WHEREAS, in response to the 2018 wildfires, floods, and mudslides in California, the U.S. Department of Housing and Urban Development allocated \$1,017,399,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds under Public Laws 115-254 and 116-20 to the State of California Department of Housing and Community Development (HCD) to support state-wide recovery needs; and

WHEREAS, from this allocation of CDBG-DR funds, HCD created the Disaster Recovery Multifamily Housing Program (DR-MHP) and allocated up to \$17,000,089 in funds to the City of Oroville as a subrecipient in their CDBG-DR Action Plan which was approved by the U.S. Department of Housing and Urban Development (HUD) in August 2020; and

WHEREAS, the City of Oroville entered into a Master Standard Agreement (MSA) with HCD on August 10, 2021 in the amount of \$8,850,089 and on August 2, 2022, the Oroville City Council approved Resolution No. 9083, authorizing the additional funding in the amount of \$8,150,089 for Phase II and the Amended MSA was executed on February 16, 2023, bringing the total amount to \$17,000,089.

WHEREAS, the City of Oroville awarded Lincoln Street Family Apartments, Phase I in the amount \$7,988,820 in CDBG-DR program funds for the construction related and project delivery costs associated with Lincoln Street Family Apartments Phase I through a competitive Notice of Funding Availability released on October 28, 2021.

WHEREAS, HCD issued the City of Oroville a Notice to Proceed (NTP) on April 6, 2023 for the development of a large family affordable housing project known and Lincoln Street Family Apartments Phase I located at 3300 Lincoln Blvd., Oroville CA 95966 and consisting of 61 affordable units and 1 unrestricted manager's unit targeted to large families at or below 60% Area Median Income.

WHEREAS, the Project completed construction and was issues a Certificate of Occupancy by the City of Oroville Building Department on October 10, 2024and has met the National Objective requirements; and

WHEREAS, the City of Oroville City Council must submit a Resolution authorizing the completion of the Lincoln Street Family Apartments Phase I to HCD in order to comply with all of the requirements set forth in the Master Standard Agreement and Notice to Proceed and to complete the Project Closeout Checklist.

BE IT RESOLVED, the City Council of the City of Oroville is hereby acknowledging the project completion of Lincoln Street Family Apartments Phase I.

BE IT RESOLVED, that the City of Oroville City Council in connection with the authorization of project completion for Lincoln Street Family Apartments, Phase II, is authorized and directed to deliver a Resolution documenting project completion, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent an purpose of the above resolution, in order to evidence the City of Oroville's obligation related thereto, and HCD's security therefore; certain other documents required by the Department as security for, evidence of or pertaining to the Master Standard Agreement and Notice to Proceed, and all amendments thereto (collectively, the Lincoln Street Family Apartments Phase I, CDBG-DR grant Documents).

PASSED AND ADOPTED by the City or Oroville City Council this 18th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

STATE OF CALIFORNIA
City of Oroville

I, **Kayla Reaster, Assistant, City** Clerk of the **City of Oroville**, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said **City Council** on this **18th** day of **November, 2025** and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Kayla Reaster Assistant, **City** Clerk of the **City** of Oroville,
State of California

By: Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

10/1/2025 to 10/31/2025

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:

All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center

First Due Station:

The jurisdictional agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing
First Due Station to another agency:

Item i.

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 / Miscellaneous
- 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

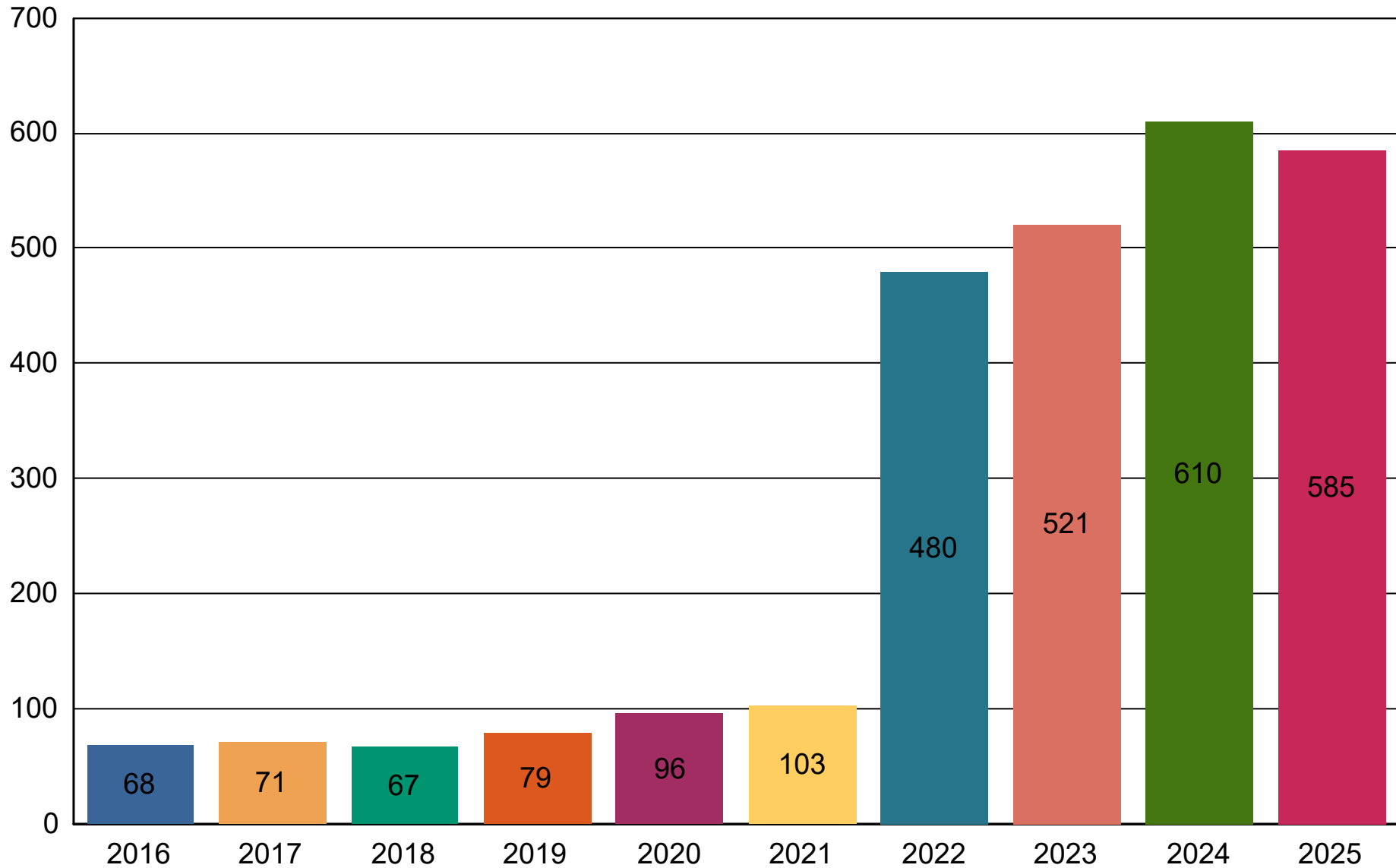
- | | | |
|------------------------------------|--------------------------------------|------------------------------------|
| 11 - CAL FIRE Butte Meadows | 13 - CAL FIRE Stirling City | 22 - CAL FIRE Cohasset |
| 23 - CAL FIRE Forest Ranch | 25 - Butte County Fire Butte College | 33 - Butte County Fire 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

10/1/25 To 10/31/25

Item i.



* DATA IS UNAVAILABLE PRIOR TO 02/11/2004

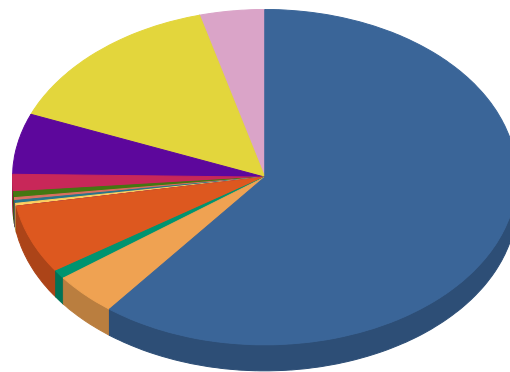


Agency Activity 10/1/2025 to 10/31/2025

Item i.

	MED	T/C	HAZ-C ON	P/A	OTH	HAZ-M AT	VEG	STR	VEH	OTH FIRE	F/A	MEDC 2	MVIST G	Total
CAORO	354	24	5	39	1	1	2	2	2	11	34	85	25	585
Total	354	24	5	39	1	1	2	2	2	11	34	85	25	585

Incident Type Percentages (All Agencies)



MEDICALS	354	60.5%
TRAFFIC COLLISIONS	24	4.1%
HAZARDOUS CONDITIONS	5	0.9%
PUBLIC ASSISTS	39	6.7%
OTHER INCIDENTS	1	0.2%
HAZARDOUS MATERIALS	1	0.2%
VEGETATION FIRES	2	0.3%
STRUCTURE FIRES	2	0.3%
VEHICLE FIRES	2	0.3%
OTHER FIRES	11	1.9%
FALSE ALARMS	34	5.8%
MEDC2	85	14.5%
MVISTG	25	4.3%
Total:	585	100.0%



Cooperator Assistance Provided to **CAL FIRE**/Butte County Fire 10/1/2025 to 10/31/2025

Item i.

	MED	T/C	HAZ-CO N	P/A	OTH	HAZ-MA T	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG
CAORO	306	38	4	30	2	1	2	5	3	3	11	21	72	23
Total	306	38	4	30	2	1	2	5	3	3	11	21	72	23

Resource Agency Response to Jurisdictional Agency 10/1/2025 to 10/31/2025

CAORO to CAORO

Total Number of Incidents: **434**

Total Number of Resources Responding: **510**

		MED	T/C	HAZ-CO N	P/A	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	B9A	0	6	0	0	0	1	0	0	2	5	0	0	14
	B9B	0	5	0	0	1	0	2	0	0	6	0	0	14
	E91	220	12	1	7	0	1	2	2	7	15	52	15	334
	E92	51	14	2	16	1	0	0	0	6	16	14	3	123
	T91	10	1	1	4	0	0	2	0	0	3	4	0	25
	Total	281	38	4	27	2	2	6	2	15	45	70	18	510



Resource Agency Response to Jurisdictional Agency 10/1/2025 to 10/31/2025

Item i.

Total Number of Incidents: **159**

Total Number of Resources Responding: **180**

CABTC to CAORO

		MED	T/C	HAZ-CO N	P/A	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CABTC	CO64	0	0	0	0	0	2	0	2	2	0	0	0	6
	E64	9	2	0	0	0	0	1	0	1	3	3	1	20
	E71	0	0	0	0	0	0	1	0	0	2	0	0	3
	E72	3	1	0	0	1	1	2	0	0	2	1	0	11
	WT64	0	0	0	0	0	1	0	0	0	0	0	0	1
	Others	76	10	2	13	2	1	6	0	2	7	13	7	139
	Total	88	13	2	13	3	5	10	2	5	14	17	8	180



Resource Agency Response to Jurisdictional Agency 10/1/2025 to 10/31/2025

Total Number of Incidents: **73**

Total Number of Resources Responding: **82**

CAORO to CABTC

		MED	T/C	HAZ-CO N	P/A	OTH	RESCUE	VEG	STR	VEH	F/A	MEDC2	MVISTG	Total
CAORO	B9A	0	6	0	0	0	1	3	1	0	0	0	0	11
	B9B	0	2	0	0	0	0	1	0	0	1	0	0	4
	E91	24	7	1	3	0	1	0	1	1	2	4	4	48
	E92	9	1	0	2	1	1	0	0	0	2	0	2	18
	RS91	0	0	0	0	0	1	0	0	0	0	0	0	1
	Total	33	16	1	5	1	4	4	2	1	5	4	6	82



Resource Agency Response to Jurisdictional Agency 10/01/2025 to 10/31/2025

Total Number of Incidents: 73

Total Number of Resources Responding: 104

CAL FIRE to CAORO

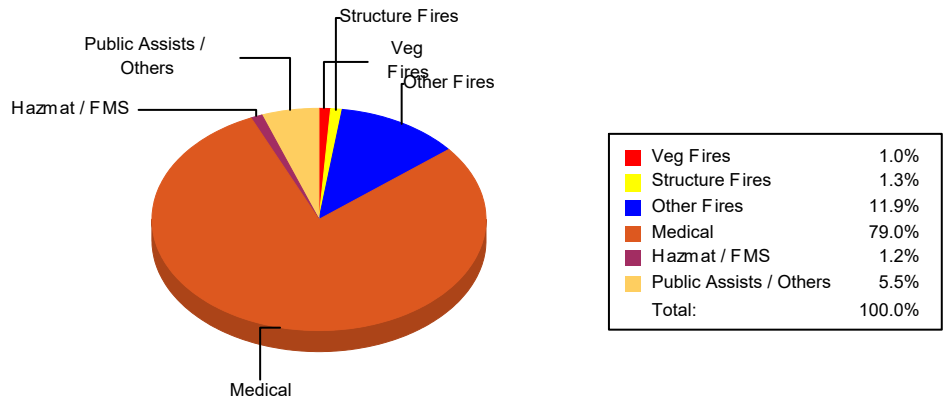
		MED	T/C	P/A	OTH	HAZMA T	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CABTU	B2105	0	2	0	0	0	0	0	0	0	1	0	0	3
	B2115	0	1	0	0	0	1	0	0	0	0	0	0	2
	B2117	0	6	0	0	0	0	1	0	0	2	0	0	9
	B3	0	2	0	0	0	0	0	0	0	1	0	0	3
	CH2101	0	0	0	0	0	0	3	0	0	0	0	0	3
	D2105	0	2	0	0	0	0	0	0	0	0	0	0	2
	D9	0	0	0	0	1	0	1	0	0	0	0	0	2
	E2161	1	0	0	0	0	0	0	0	0	0	0	0	1
	E2162	0	0	1	0	0	0	0	0	0	0	0	0	1
	E2169	17	5	3	0	0	0	2	0	0	2	2	1	32
	E2180	8	2	2	0	0	0	2	0	1	1	3	0	19
	E2186	1	0	0	0	0	0	0	0	0	1	0	0	2
	P2121	0	0	0	0	0	1	0	1	0	0	0	0	2
	P2122	0	0	0	1	0	0	1	0	0	0	0	0	2
	PIO2152	0	1	0	0	0	0	1	0	0	0	0	0	2
	PIOADVSE	0	0	0	0	1	2	2	0	2	0	0	0	7
	PRVADVSE	0	0	0	0	0	2	2	2	2	1	0	0	9
	T2108	1	0	0	0	0	0	2	0	0	0	0	0	3
	Total	28	21	6	1	2	6	17	3	5	9	5	1	104



Battalion 9 Total Responses
10/1/2025 to 10/31/2025

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	4	1	10	14	0	0	29
B9B	1	2	7	8	1	0	19
E91	1	3	27	339	2	10	382
E92	0	0	24	95	3	19	141
T91	0	2	3	15	1	4	25
Total	6	8	71	471	7	33	596

Number of Incidents / Incident Type



OROVILLE SOUTHSIDE
COMMUNITY IMPROVEMENT
ASSOCIATION



Item ii.

2959 Lower Wyandotte Rd., Oroville, CA 95966

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November 11, 2024

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

Dear City Administrator Ring,

The Haven of Hope on Wheels program continues to serve one of the most vulnerable populations within the City of Oroville; our unhoused and displaced residents. For our bi-annual update at the Council's request, we are pleased to provide a summary of the services rendered through our mobile shower and laundry units.

We maintain regular service at the Hope Center twice weekly, ensuring consistent access to basic hygiene support. In addition, Haven of Hope on Wheels was deployed to Pleasant Grove Mobile Home Park, where tenants had been without access to power and water for an extended period of time. Our team provided essential shower and laundry services to help meet their immediate needs.

We were also deployed to Olive Hill Mobile Home Park, a senior community, after being contacted by the site manager regarding a gas shutoff by PG&E due to a leak. Our mobile services ensured that vulnerable residents continued to have access to hygiene support throughout the outage.

We remain deeply grateful for the opportunity to serve in this capacity. We thank the City of Oroville for its continued partnership and support, which allows us to carry out the mission and work we are committed to providing for our community.

1. Clients Served: 278
2. Total Number of Showers: 2,260
3. Total Number of Laundry: 639
- 4.

Thank you,

Kevin Thompson, Director
OSCIA / Haven of Hope on Wheels
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Fax: (530) 693-4605
Email: kthompson@osciainc.org