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

June 17, 2025
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The 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. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. DEVELOPER PRESENTATION REGARDING THE FORMATION OF COMMUNITY FACILITIES DISTRICTS

Introduction of a developer team proposing market-rate housing projects. The projects may require the formation of a Community Facilities District (CFD) to fund infrastructure and maintain affordability. The council will receive a presentation; no action is requested beyond direction to staff.

ACTION REQUESTED -

1. **RECEIVE THE PRESENTATION FROM THE DEVELOPER TEAM; AND**
2. **PROVIDE DIRECTION TO STAFF TO CONTINUE WORKING WITH THE DEVELOPER ON THEIR PROPOSED HOUSING PROJECTS, INCLUDING ANALYSIS OF A POTENTIAL COMMUNITY FACILITIES DISTRICT (CFD) TO SUPPORT INFRASTRUCTURE, WITH ANY FORMAL CFD PROPOSAL TO BE BROUGHT BACK TO THE CITY COUNCIL FOR APPROVAL.**

2. FISCAL SUSTAINABILITY DISCUSSION

The City Council shall receive a presentation on the City's fiscal sustainability.

ACTION REQUESTED -

RECEIVE PRESENTATION

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 - 7** 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. HOMELESS MANAGEMENT INFORMATION SERVICES

The City Council shall consider entering into a three-year agreement to provide Homeless Management Information Services as described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services (DESS) and the City of Oroville.

ACTION REQUESTED -

ENTER INTO A THREE-YEAR AGREEMENT TO PROVIDE HOMELESS MANAGEMENT INFORMATION SERVICES AS DESCRIBED IN THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN BUTTE COUNTY'S DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES (DESS) AND THE CITY OF OROVILLE.

2. MEMORANDUM OF UNDERSTANDING WITH OROVILLE RESOURCE CENTER AND RESCUE MISSION (ORC) FOR ESPERANZA VILLAGE

The City Council shall consider a Memorandum of Understanding (MOU) with Oroville Resource Center and Rescue Mission (ORC) for the use of the City's mobile restroom and shower trailer unit for the use at Esperanza Village for a period of three (3) years.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9384 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE RESOURCE CENTER AND RESCUE MISSION (ORC) FOR THE USE OF THE CITY OF OROVILLE'S SHOWER TRAILER FOR ESPERANZA VILLAGE FOR A PERIOD OF THREE (3) YEARS.

3. APPLICATION FOR AIRPORT FEDERAL ASSISTANCE

The City Council shall consider authorization to accept and execute grant offers (once received) to complete the airport crack seal and marking upgrade projects for FY25–26.

ACTION(S) REQUESTED -

1. **APPROVE THE ACCEPTANCE AND EXECUTION OF THE AIG GRANT IN THE AMOUNT OF $307,529.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL OF SOUTH TIEDOWN APRON, TEE HANGAR TAXILANES AND RUNWAY 13-31 MARKING UPGRADE.**
2. **APPROVE THE ACCEPTANCE AND EXECUTION OF THE AIP GRANT IN THE AMOUNT OF $244,321.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL OF TAXIWAY "L" AND NORTH TIEDOWN APRON**
3. **APPROVE APPLYING FOR, ACCEPTANCE AND EXECUTION OF THE STATE MATCHING GRANT FOR CRACK SEAL TAXIWAY "L" AND NORTH TIEDOWN APRON – DESIGN / CONSTRUCT – CALTRANS MATCHING GRANT OF $12,216.00**

4. PROFESSIONAL SERVICES AGREEMENT WITH BRANDLEY ENGINEERING INC. FOR, ARCHITECTURAL, ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT

The City Council shall consider approving a five-year Professional Services Agreement with Brandley Engineering Inc., Consulting Airport Engineer (Brandley), for Architectural and Engineering Services for the Oroville Municipal Airport.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9386 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRADLEY ENGINEERING INC., AIRPORT CONSULTING ENGINEER, FOR ENGINEERING SERVICES AT THE OROVILLE MUNICIPAL AIRPORT FOR FAA GRANT FUNDED PROJECTS – AGREEMENT NO. 3548.

5. APPROVAL AND AUTHORIZATION FOR MAYOR TO SIGN CONTRACT FOR ON-CALL ENVIRONMENTAL SERVICES WITH ECORP CONSULTING, INC.

The City Council shall consider authorizing the Mayor to sign an on-call environmental services contract with ECORP Consulting, Inc. in an amount not to exceed $75,000.

ACTION REQUESTED -

APPROVE AND AUTHORIZE FOR MAYOR TO SIGN AGREEMENT NO. 3550 FOR ON-CALL ENVIRONMENTAL SERVICES WITH ECORP CONSULTING, INC.

6. CONSIDER AND APPROVE REVISED JOB DESCRIPTION FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SPECIALIST AND CONFIRM SALARY RANGE

The City Council shall consider and adopt a revised job descriptions for GIS Specialist and confirm the salary range.

ACTION REQUESTED -

APPROVE THE ATTACHED JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF GIS SPECIALIST.

7. APPROVAL OF JUNE 3, 2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the regular meeting minutes of June 3, 2025.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

8. UPDATE OF USER AND REGULATORY FEES

The City Council shall consider adopting the attached resolution updating and establishing user and regulatory fees.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9387 ADJUSTING AND ESTABLISHING USER AND REGULATORY FEES

9. NEW CONTRACT WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR FUTURE FIRE PROTECTION SERVICES AND COST ANALYSIS

The City Council shall consider entering into either a new three year contract with CAL FIRE to extend fire protection services. Council shall also receive an analysis of the costs of the contract.

ACTION REQUESTED -

APPROVE CONRACT AND AUTHORIZE THE MAYOR TO SIGN.

10. ADOPTED BUDGET FOR 2025-26

The City Council shall receive the fiscal year 2025-26 Budget for Council adoption.

ACTION REQUESTED -

APPROVE THE 2025-26 ANNUAL BUDGET

11. COMMUNITY NAVIGATOR UPDATE

The City Council shall receive an update on the City of Oroville Community Navigator.

ACTION REQUESTED –

ACCEPT FOR INFORMATION.

12. HOUSING NAVIGATION SERVICES

The City Council shall consider entering into an agreement to provide Housing Navigation Services as described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville.

ACTION REQUESTED –

ENTER INTO THE 1-YEAR AGREEMENT TO PROVIDE HOUSING NAVIGATION SERVICES DESCRIBED IN THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN BUTTE COUNTY'S DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES AND THE CITY OF OROVILLE.

13. POTENTIAL FEASIBILTY STUDY FOR THE DRAFT 2025 ANNEXATION STRATEGY FOR THE CITY OF OROVILLE

The City Council shall consider authorizing staff to appropriate $49,425.00 to study the feasibility of a series of annexations around the edges of the city, and to develop a systematic plan for annexing those areas deemed feasible.

ACTION(S) REQUESTED -

1. **RECEIVE A REPORT ON THE ATTACHED DRAFT 2025 ANNEXATION STRATEGY;**
2. **AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT FOR $49,425 FOR THE FEASIBILITY STUDY;**
3. **ADOPT RESOLUTION NO. 9389; AND**
4. **PROVIDE ADDITIONAL COMMENTS AND DIRECTION.**

14. ADOPTION OF RESOLUTION AUTHORIZING THE CITY OF OROVILLE TO JOIN PIONEER COMMUNITY ENERGY AND EXECUTE THE JOINT POWERS AGREEMENT

The City Council shall consider providing direction to the City Administrator to execute the Amended and Restated Joint Powers Agreement (JPA) for Pioneer Community Energy. Execution of the JPA will allow the City of Oroville to become a Voting Member of the Pioneer Joint Powers Authority and participate in the Community Choice Aggregation (CCA) program administered by Pioneer.

ACTION REQUESTED -

DIRECT THE CITY ADMINISTRATOR TO EXECUTE THE AMENDED AND RESTATED JOINT POWERS AGREEMENT, ALLOWING THE CITY OF OROVILLE TO BECOME A VOTING MEMBER OF PIONEER COMMUNITY ENERGY.

15. EMPLOYMENT CONTRACT WITH JASON WINES FOR POSITION OF POLICE CHIEF

The City Council shall consider entering into an employment contract with Jason Wines for the position of Police Chief with an annual compensation of $190,612.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9390 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND JASON WINES.

16. EMPLOYMENT CONTRACT AMENDMENT WITH ALYSSA STUTZ AS PUBLIC WORKS DIRECTOR

The City Council shall consider entering into an employment contract with Alyssa Stutz for the position of Public Works Director with an annual compensation of $166,345.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9391 – A RESOLUTION OF THE OROVILLE CITY COUNCIL

AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT

AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ.

17. BOLT ANTIQUE MUSEUM RESOLUTION

The City Council shall consider approval of a resolution regarding the continued operation and ownership of the Bolt Antique Tool Museum.

ACTION REQUESTED -

APPROVE THE PROPOSED RESOLUTION REGARDING THE CONTINUED OPERATION OF THE BOLT ANTIQUE TOOL MUSEUM.

18. PLACEMENT OF SOLID WASTE LIENS ON THE 2025-26 PROPERTY TAX ROLL

The City Council shall consider the placement of solid waste liens from Recology on the 2025-26 property tax roll.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9385 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS ON THE 2025-2026 PROPERTY TAX ROLL AND AUTHORIZING THE FINANCE DEPARTMENT TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

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. INFORMATIONAL PRESENTATION – ASSEMBLY BILL 2561 (AB 2561)

Assembly Bill (AB) 2561, effective January 1, 2025, requires local agencies to present staffing data, such as vacancies, recruitment, and retention efforts, at least once per fiscal year and prior to budget adoption. The goal is to increase transparency and inform council before budget adoption is accepted.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

   i. Business Assistance and Housing Development Monthly Report – May 2025

ADJOURN THE MEETING

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

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

for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **DEVELOPER PRESENTATION REGARDING THE FORMATION OF COMMUNITY FACILITIES DISTRICTS**

DATE: **JUNE 17, 2025**

SUMMARY

Introduction of a developer team proposing market-rate housing projects. The projects may require formation of a Community Facilities District (CFD) to fund infrastructure and maintain affordability. Council will receive a presentation; no action is requested beyond direction to staff.

DISCUSSION

The City is experiencing increased demand for market-rate housing to support workforce retention and future economic growth. A development team will present their vision for multiple housing projects aimed at meeting this demand through thoughtfully planned neighborhoods.

To make the homes attainable for working families while ensuring financial feasibility for the developer, the use of a Community Facilities District (CFD) is being proposed. This financing mechanism would allow infrastructure costs to be repaid over time through special tax assessments on future homeowners, rather than being fully embedded in the home sale price.

While this structure increases the annual tax obligation, it lowers the upfront home price and therefore reduces overall mortgage interest over the life of the loan at current interest rates. This can create more accessible monthly payments and help families qualify for financing.

Formation of a CFD requires City Council approval and will only move forward following detailed financial analysis by staff to confirm public benefit and long-term viability. Tonight’s item is limited to an introduction of the developer and their proposed approach.

Staff will return at a later date with a full report and recommendations if a CFD is pursued.

FISCAL IMPACT

None at this time. Future fiscal impacts, if any, will be analyzed and presented to Council for consideration in connection with any formal CFD proposal.

ACTION REQUESTED -

Staff recommends that the City Council:

1. Receive the presentation from the developer team; and
2. Provide direction to staff to continue working with the developer on their proposed housing projects, including analysis of a potential Community Facilities District (CFD) to support infrastructure, with any formal CFD proposal to be brought back to the City Council for approval.

ATTACHMENTS

1. Developer Presentation

City of Oroville

Community Facilities District Financing Overview

June 17, 2025

Ridgeline
MUNICIPAL STRATEGIES

Municipal Advisory | Financial Planning | Pension Optimization

Legal Disclaimer and Disclosures

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The MSRB is the primary rulemaking body for the municipal securities industry in general and municipal advisors in particular. Their website can be accessed at www.msrb.org. The website includes, among other things, the municipal advisory client brochure, which describes protections that are provided by the MSRB's rules and the process for filing complaints with appropriate regulatory authorities. The client brochure can be accessed at https://www.msrb.org/~/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en.

Ridgeline serves a wide variety of clients that may have interests that could have a direct or indirect impact on interests of other Ridgeline' clients. For example, Ridgeline owes a fiduciary duty and duty of care a to each of its municipal clients. These clients may, from time to time and depending on specific circumstances, have competing interests. In acting in the interests of multiple clients, Ridgeline could potentially face a conflict of interest arising from such competing client interests. Ridgeline fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with all of its clients.

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If Ridgeline becomes aware of any additional potential or actual conflict of interest after this disclosure, we will disclose the detailed information in writing to the Issuer in a timely manner.

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What is a CFD?

- Community Facility Districts (CFD) are a method of financing public infrastructure, improvements, and certain services by imposing a “special tax” on real property in a limited geographic area, without impacting existing residents

- Authorized by the Mello-Roos Community Facilities Act of 1982

CFD Formation Considerations

- CFDs require 2/3 approval of voters as they constitute special taxes
- If there are less than 12 registered voters residing within a CFD, property owners are the voters
- CFDs are not affected by Proposition 218, because they are not “property based fees”
- CFD formation process generally takes 4-8 months

What can a CFD Fund?

- Public facilities with a useful life of 5+ years:
  - Street improvements (including gutters, streetlights, etc.)
  - Water, sewer, storm drain improvements
  - Parks, libraries, schools, childcare facilities, community centers, etc.
  - Development impact fees and planning / design costs for any of the above
  - A public agency must generally own these facilities
- Services and maintenance of public facilities
- On-going administrative costs of the CFD

CFD Bond Financing Overview

- Special taxes collected within the CFD are pledged for the repayment of the debt that financed construction of public facilities and infrastructure
  - **CFD Bonds are limited obligations of the CFD, payable SOLELY from the special taxes paid by property owners within the CFD**
  - **City has no financial liability for CFD bonds**

Finance Team Members & Responsibilities

- Municipal Advisor
  - Fiduciary to City
  - Project / process management, extension of staff, market knowledge
  - Advice on bond structure
- Bond / Disclosure Counsel
  - CFD Documentation: Formation, Disclosure (Official Statement), Financing Document
  - Tax-exempt opinion
- Special Tax Consultant
  - Rate and Method of Apportionment of Special Tax
  - Initial CFD report
  - Annual continuing disclosure and State reports
  - Work with County on special tax levy on property tax roll

Next Steps

- Today – Direction to staff to explore CFDs
- Staff – Assemble financing team and identify preferred CFD path
- CFD formation
- Bond issuance to support project development and fund public facilities and services

Questions?

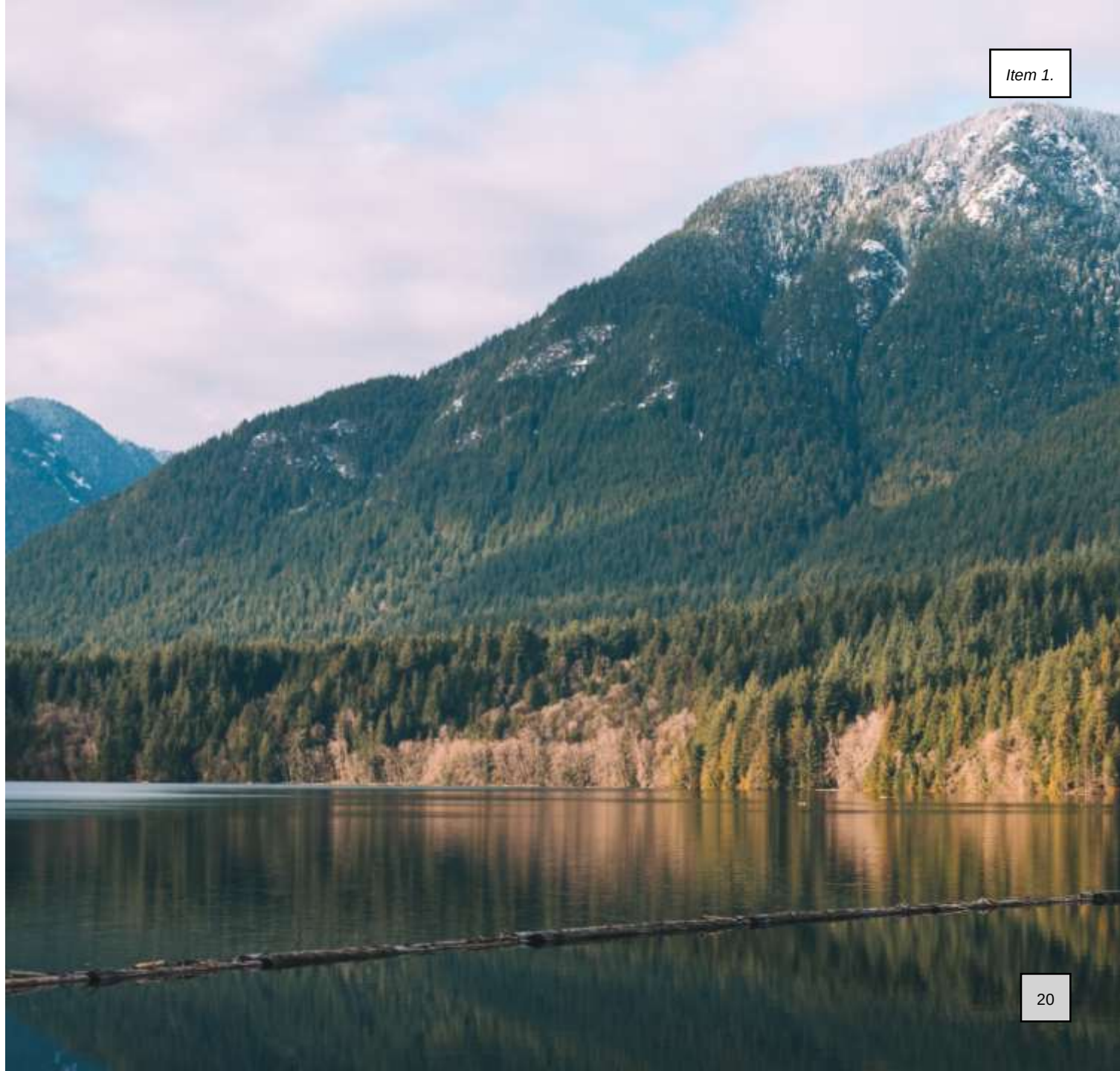
Dmitry Semenov

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **FISCAL SUSTAINABILITY DISCUSSION**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall receive a presentation on the City's fiscal sustainability.

DISCUSSION

With the rising cost of regular operations and the decline in sales tax revenue the City is looking into the future ramifications of balancing the operating budget.

A follow-up discussion will be scheduled at a later date to discuss possible solutions and strategies for continued operations.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Receive presentation

ATTACHMENTS

None

CITY OF OROVILLE

FISCAL SUSTAINABILITY PROJECT

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

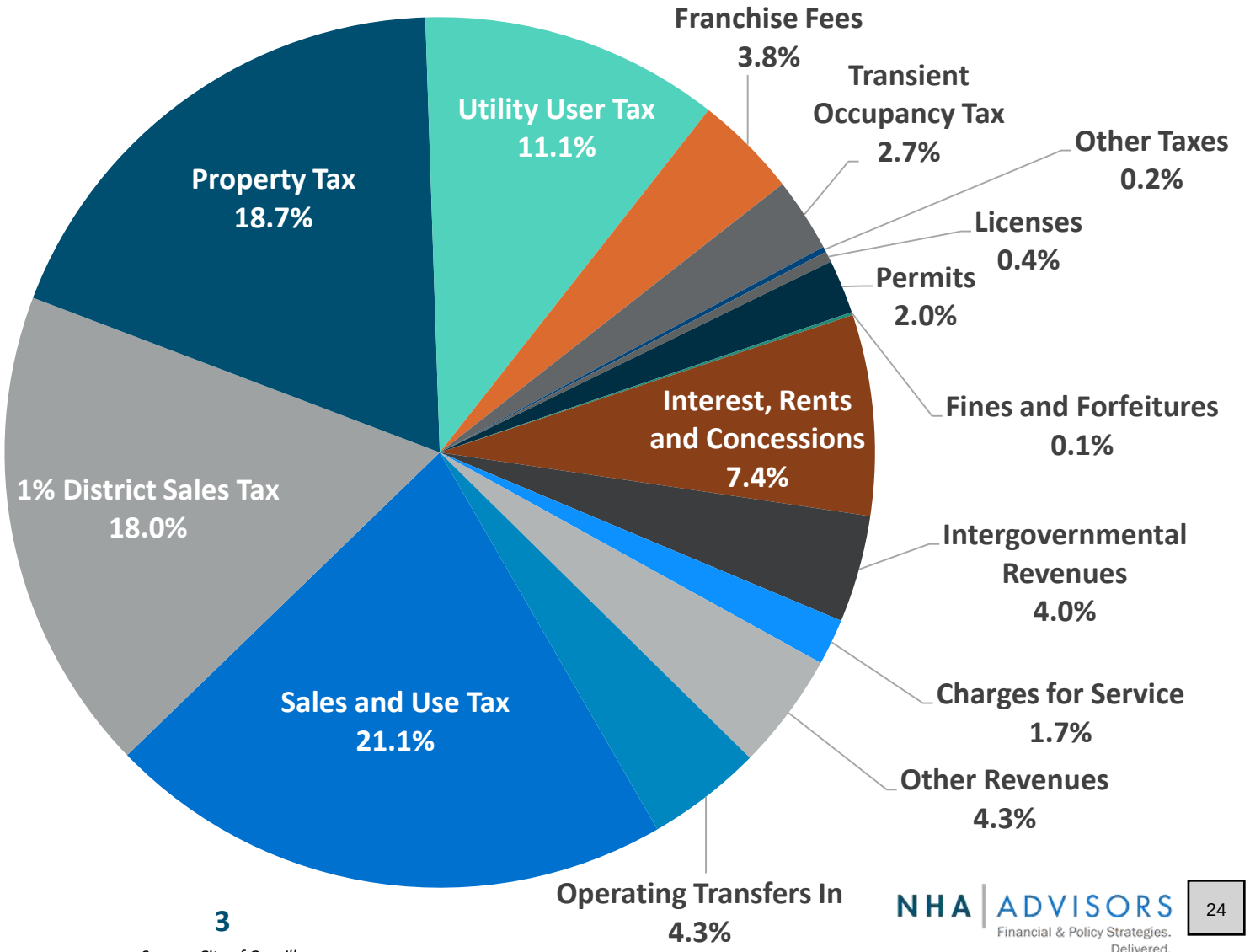
JUNE 17, 2025

Executive Summary

- City's General Fund Reserve is $9M+ (30%+ of expenses vs. 15% policy target)
- However, the **City's annual deficit is projected to widen from $2M to $8M over the next 5 years**; this will decrease the City's General Fund balance
  - Based upon current forecast, General Fund Reserve will be depleted by FYE 2029
  - Mismatch of slower recurring revenue growth rates and higher expense growth rates creates a widening structural deficit
- Forecast **does not** include any expenditures for capital or street maintenance
  - City has removed these expenditures to balance the FY 2026 budget
- Proactive City implementation of cost management strategies will be essential to avoid abrupt and/or undesirable cuts to essential services
  - Careful use of reserves to manage towards structurally balanced operations and lower cost, shorter lived assets
  - Consider paying for continued investment in critical facilities and infrastructure with longer-term funding sources that match term of repayment with assets' useful life
  - Utilizing Section 115 Trust to mitigate increases/volatility in pension costs

FY 2024-25 General Fund Projected Actual Revenues

- $26.0M Projected Revenues
- $19.7M (76%) derived from taxes
- Sales/Use Tax and Property Tax are the City's largest revenue categories

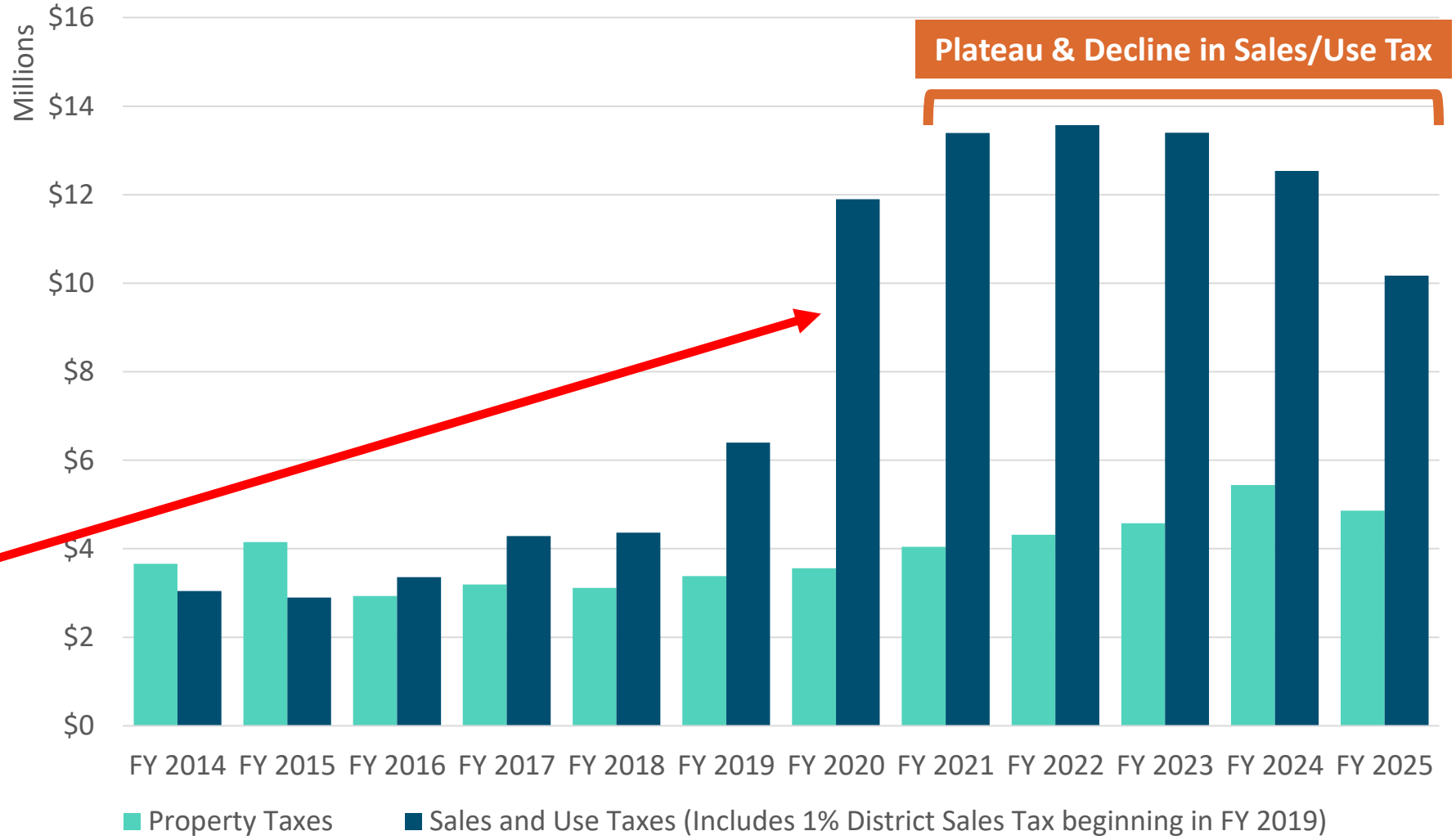


Source: City of Oroville

Trends in Core Revenues Streams

Property Taxes + Sales & Use Taxes

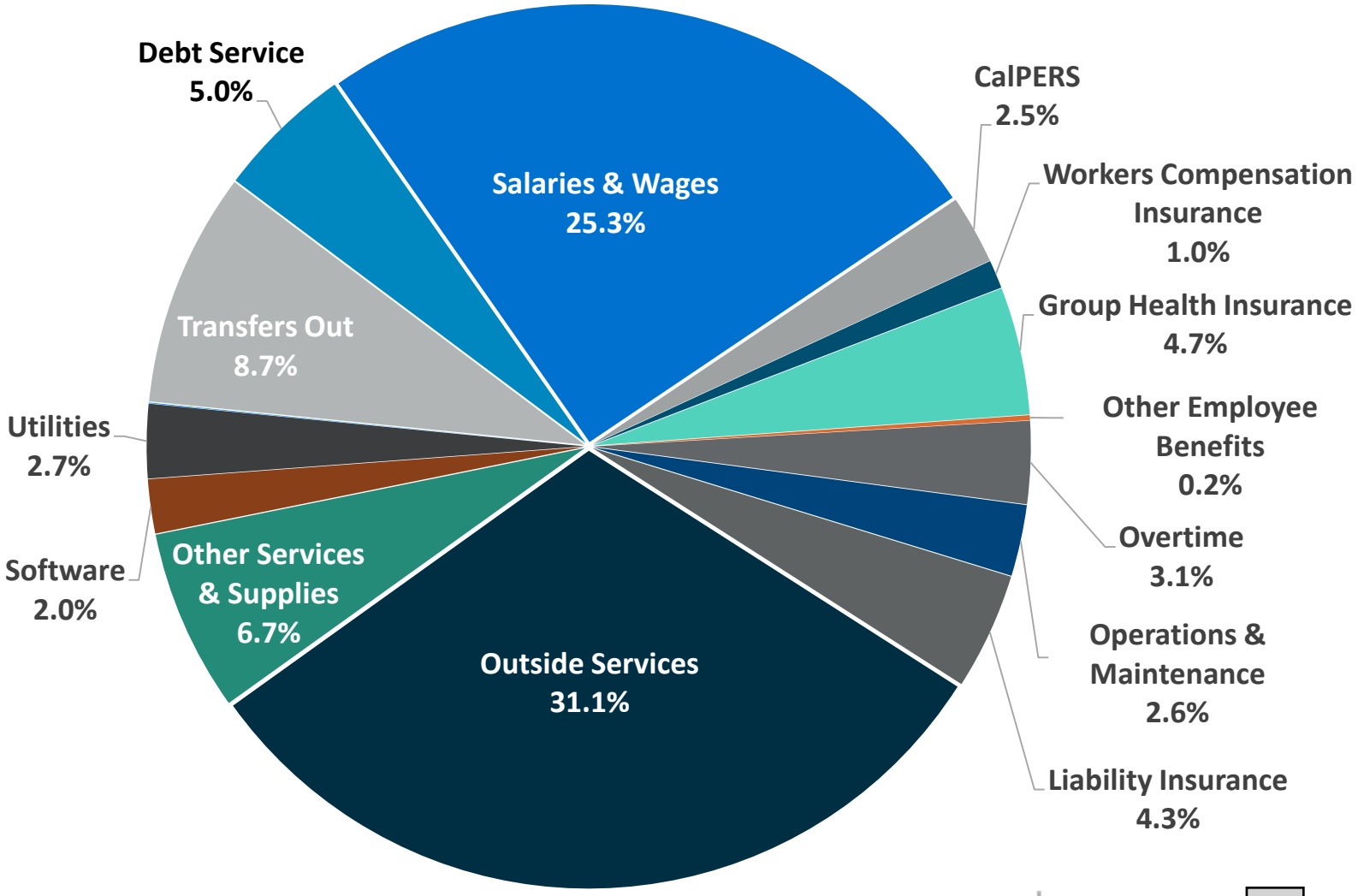
- Combined, Sales/Use Tax and Property Tax are ~60% of the City's total revenue
- **Property Tax:** Compound annual growth rate of 3%
- **Sales and Use Tax:** Large annual increases beginning in FY 2019 from 1% District Sales Tax (Measure U, approved by voters in November 2018
  - **Trending downward since FY 2022**



Source: City of Oroville

FY 2024-25 General Fund Projected Actual Expenditures

- $24.8M Projected Expenditures
- Largest expenditure categories:
  - **Salaries & Wages:** $6.3M (25% of total budget)
  - **Outside Services:** $7.7M (31% of total budget)
    - Majority of this expense is for the City's fire service contract with Cal Fire
- CalPERS (2.5%) is expected to increase; currently lower due to decrease in UAL from City's 2021 POB
  - Historically, CalPERS expenses had been ~9% of City's budget

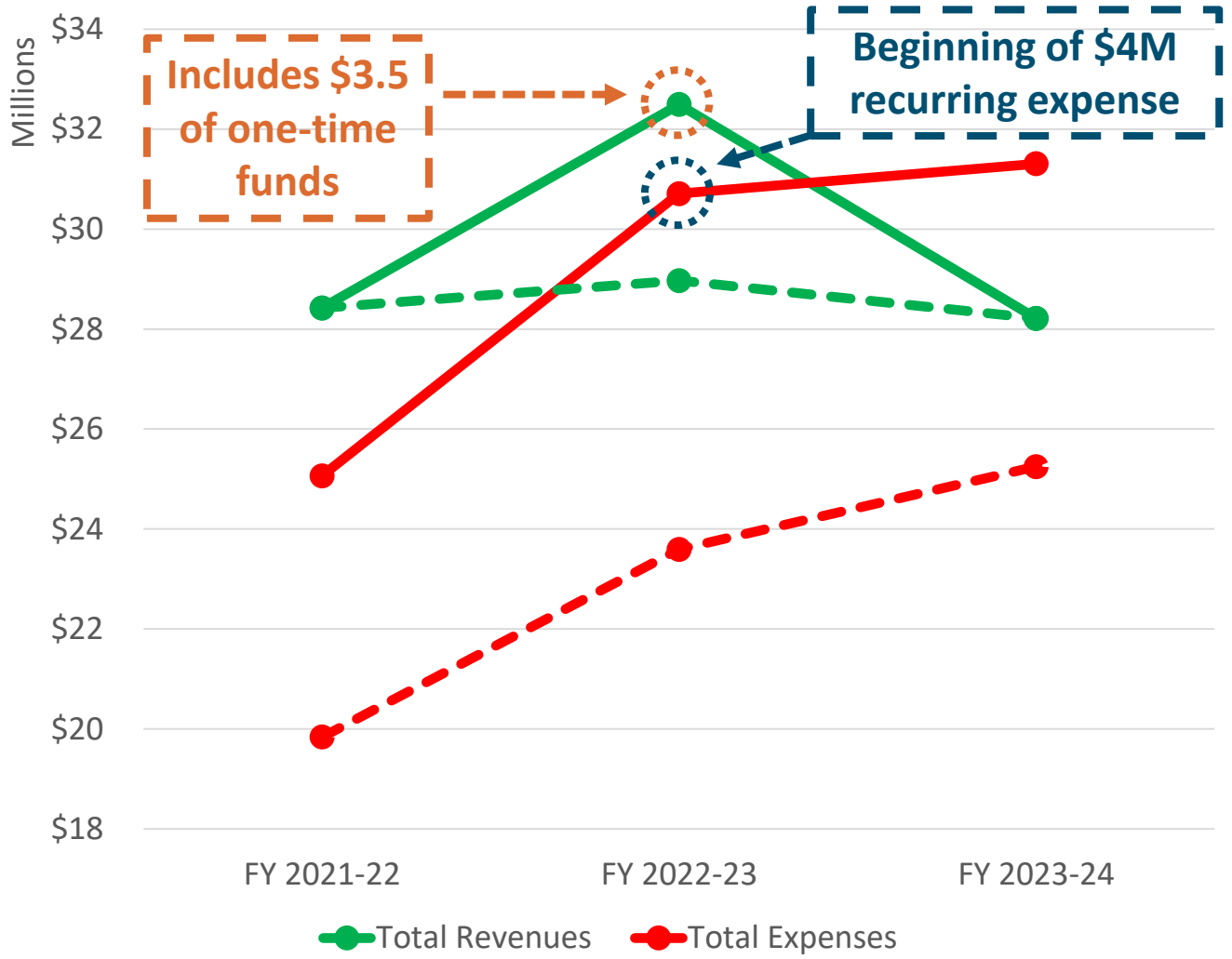


Source: City of Oroville

General Fund Revenues & Expenses

3-Year History

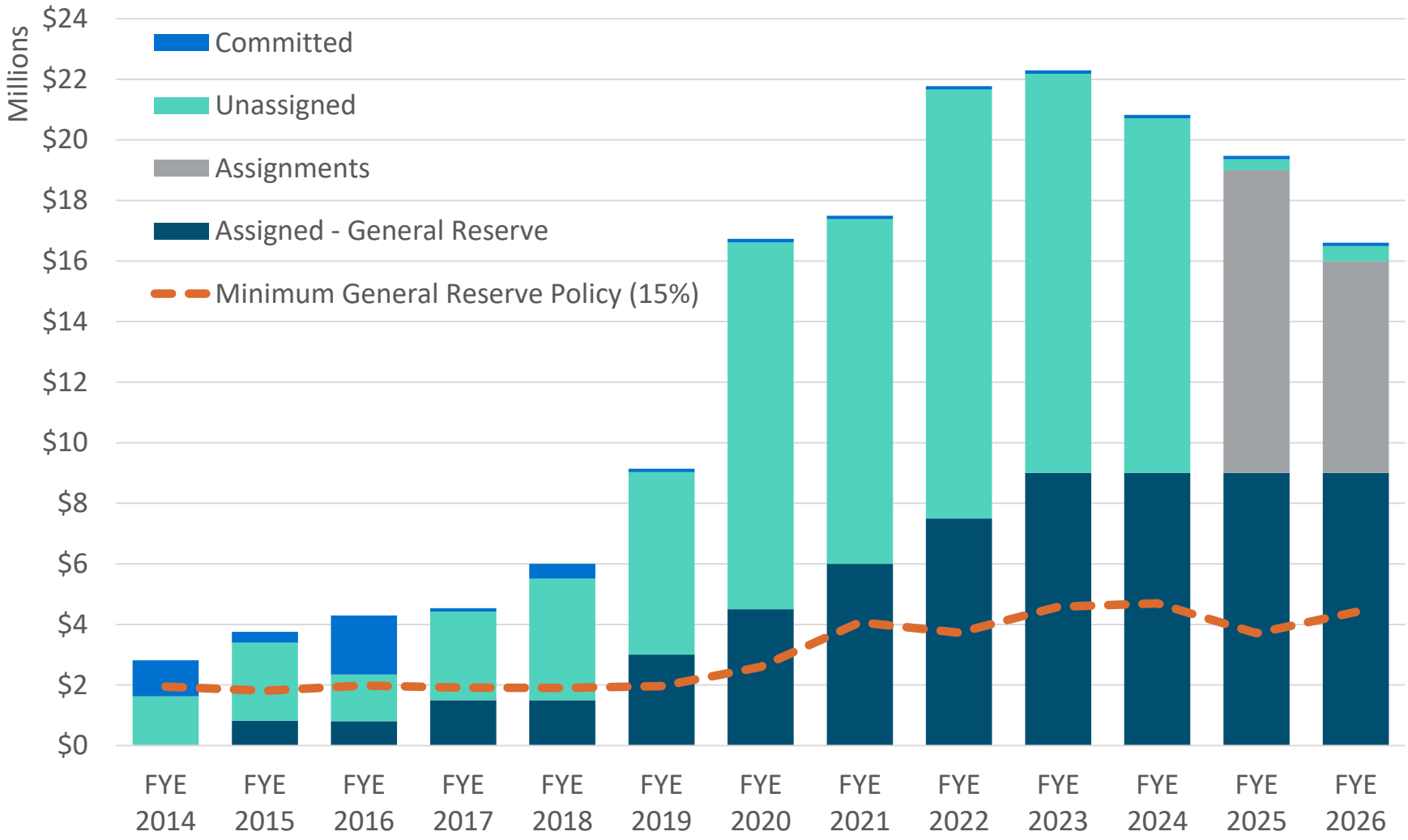
- City has been operating with a surplus for two of the last three years, however one-time revenues, capital expenditures, and new recurring expenses impact the picture
  - **Revenue:** One-time $3.5M in Miscellaneous Revenue in FY 2022-23 (Local Fiscal Recovery Funds)
  - **Expenses:** $4M recurring outside services began in FY 2022-23; not factored into FY 2021-22 (Cal Fire contract)
- $3M deficit in FY 2023-24 was a result of one-time expenses (Corp Yard and Sr. Apartment Complex) and lower revenues (less Transfers In and Sales Tax)
- **Dotted Green Line ---** Revenues without one-time funds
- **Dotted Red Line ---** Expenditures without CIP



Source: City of Oroville

Trends in General Fund Balance and General Reserve

- City's General Fund balance has increased 6x since FYE 2014
- City has built up its General Reserve, per its policy (15% of General Fund expenditures)
  - $9.0M projected as of FYE 2026 (~30% of General Fund expenses)
- Overall reserve levels have been dropping since FY 2023
  - $22M in FY 2023 to $19M in FY 2025 to est. $16-17M for FY 2026

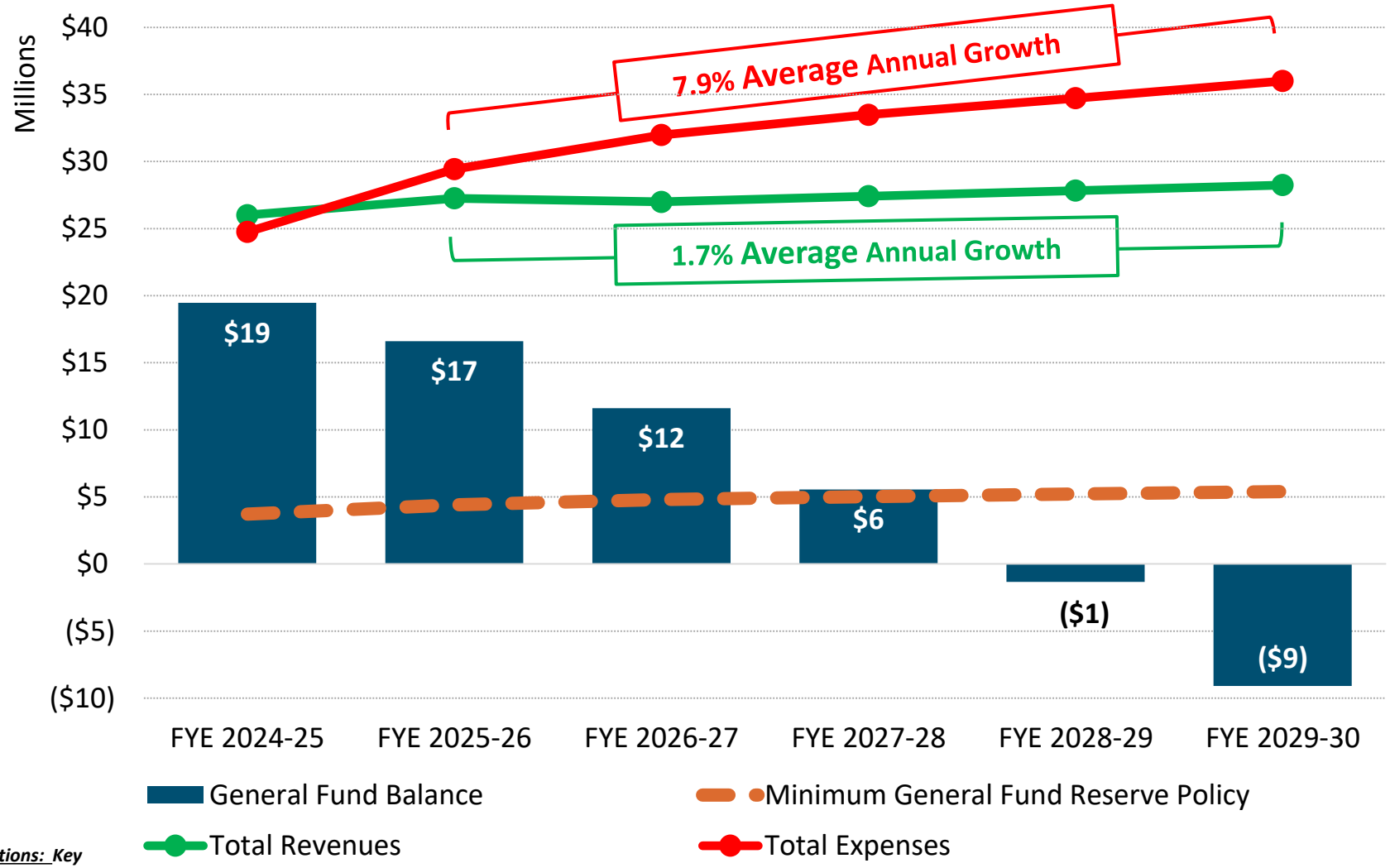


Source: City of Oroville

General Fund Budget + Projection

Expenses Projected to Exceed Revenues

- General Fund deficit projected to widen each year as expenses grow more than revenues
- Expenses in FY 2026 – FY 2030 do not include CIP or ongoing street maintenance
- Salaries & Wages may end up materially lower than projected depending on vacant positions
- Projected deficits impact General Fund Balance → ($9M) by FYE 2030
- By FYE 2029, reserves are extinguished, and the City would no longer satisfy its General Fund Reserve Policy (15% of expenditures)



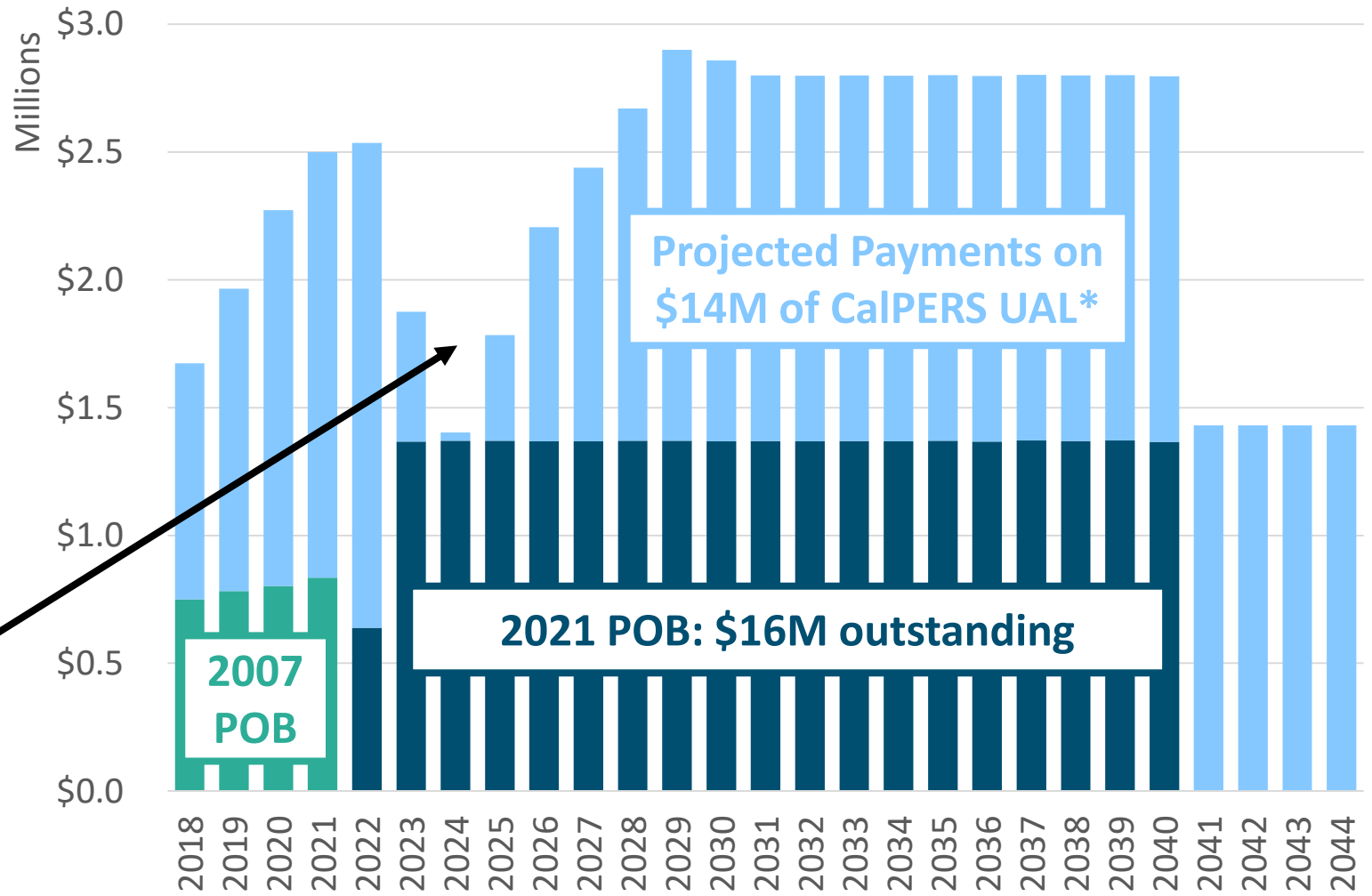
Key Revenue & Expense Annual Growth Rate Assumptions: Key Revenues: *Sales and Use Tax (0%); 1% District Sales Tax (2%); Property Tax (3%); Utility User Tax (3%)*
Key Expenses: *Salaries & Wages (5%); Group Health Insurance (2%); Operations & Maintenance (2%); Outside Services (5%)*

Source: City of Oroville

Headwinds for City's Financial Health

CalPERS Unfunded Accrued Liability (UAL)

- City's UAL payment rising to $1.5M by FY 2029
  - More than 3x higher than FY 2025 payment
- City also has $16M of outstanding Pension Obligation Bonds (POBs)
  - Issued in 2021 to restructure $19M of UAL and 2007 POBs at a 3.21% interest rate
- City has benefitted from lower payments in FY 2023 to FY 2025 due to 2021 POB and strong CalPERS returns in FY 2021
  - **City has prudently leveraged these savings to build up $3.9M in its Section 115 Trust**

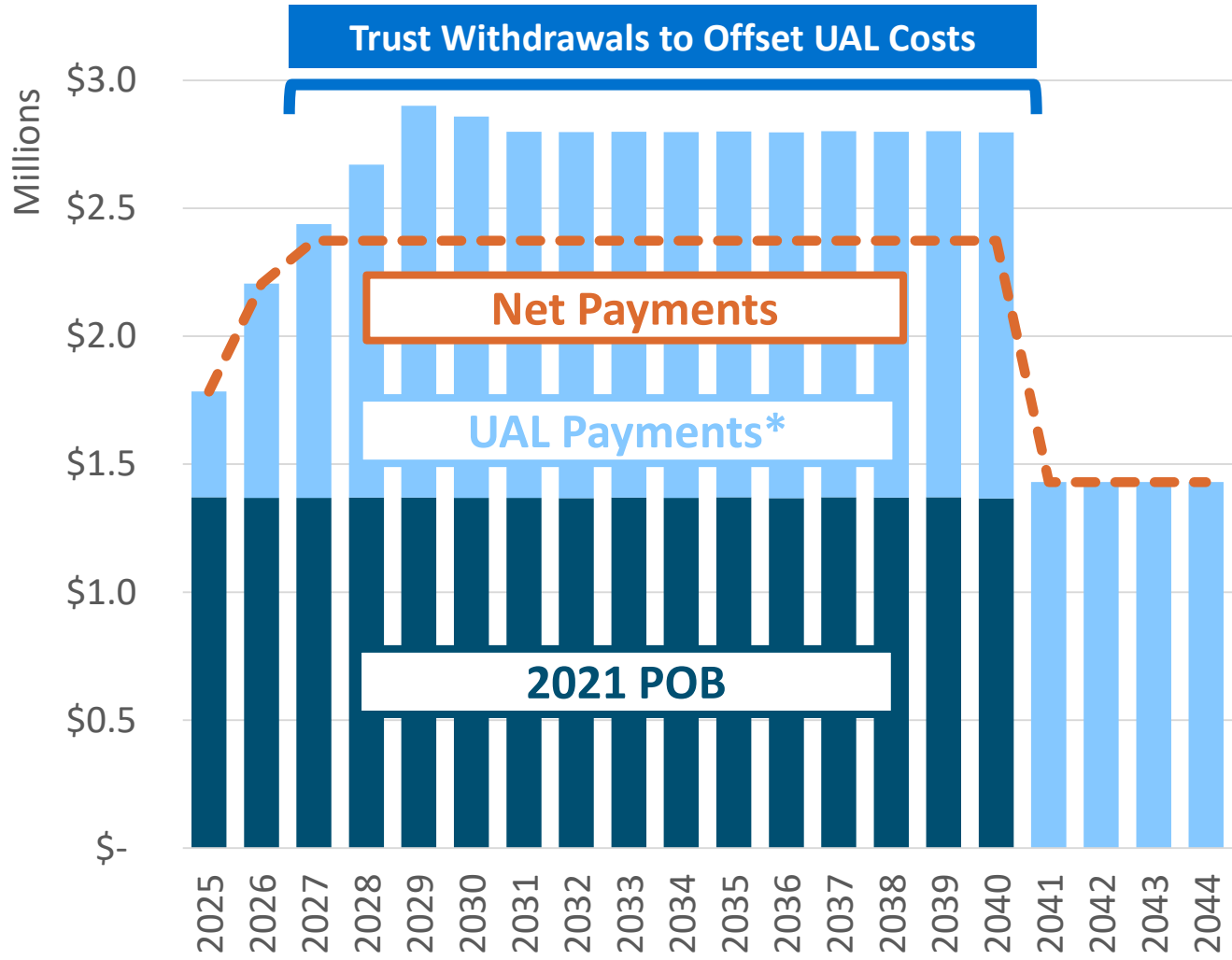


Source: CalPERS Actuarial Valuation Reports & CalPERS Pension Outlook Tool
**Assumes FY 2023-24 investment returns of 9.5% and 6.8% thereafter.*

Cost Management Strategy

Leveraging Section 115 Trust to Stabilize CalPERS UAL Payments

- Assumptions:
  - $3.9M balance from the Section 115 Trust stays invested
  - No additional deposits to the Trust
  - 4.5% long-term investment returns rate
- Funds could be withdrawn from the Trust during higher payment years to reduce impact to the General Fund
  - In this example, withdrawals from the Trust can reduce the General Fund's UAL payment by an average of **$400K/year (up to 7% of the annual projected General Fund deficit)**
- **City also has approximately $4.5M of internal reserves committed to pensions**
  - These could be allocated to the 115 trust or to CalPERS directly to pay down UAL



Source: CalPERS Actuarial Valuation Reports & CalPERS Pension Outlook Tool
**Assumes FY 2023-24 investment returns of 9.5% and 6.8% thereafter.*

Headwinds for City's Financial Health

Capital Improvements

- The City has capital improvement needs beyond the expenditures included in the General Fund financial forecast
  - One of the largest needs is street improvements
    - According to the City's 2024-25 Pavement Management Program (Harris & Associates), the total need of the City is *$155M through 2029*

Oroville Pavement Management Program Needs					
Year	PCI (Treated)	Untreated PCI	Preventative Maintenance ($M)	Rehab ($M)	Total Needs ($M)
2025	71	51	$ 3,969,147	$ 60,728,711	$ 64,697,858
2026	74	49	$ 502,650	$ 24,216,973	$ 24,719,623
2027	75	45	$ 237,587	$ 28,430,999	$ 28,668,586
2028	81	42	$ 260,808	$ 19,643,968	$ 19,904,776
2029	84	39	$ 32,650	$ 17,174,552	$ 17,207,202
Totals	**N/A**	**N/A**	**$ 5,002,842**	**$150,195,203**	**$ 155,198,045**

- City may consider financing most pressing street improvements:
  - General Fund resources for improvements spread over useful life of asset vs using cash (pay-go)
  - Can address priority projects immediately, thus reducing accelerating streets deteoration

Source: City of Oroville; City of Oroville 2024-25 Pavement Management Program (Harris & Associates)

Takeaways and Follow-Up Considerations

- Like many agencies across the state, the City is facing a structural deficit based on slowing revenues and escalating personnel, insurance, energy and materials costs
  - Based on current assumptions, reserves would be depleted over the next five years
    - This would be accelerated if reserves are used for any CIP/street projects
- City should explore various strategies moving forward to ensure long term sustainability:
  - Revenue enhancements
  - Cost mitigation strategies (i.e. Section 115 Trust for pension smoothing)
  - CIP Funding Strategies (cash vs debt)
  - Reserves optimization/allocation

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RON BELSER, DIRECTOR OF CODE ENFORCMENT**

RE: **HOMELESS MANAGEMENT INFORMATION SERVICES**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider entering into a three-year agreement to provide Homeless Management Information Services as described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services (DESS) and the City of Oroville.

DISCUSSION

HMIS or Homeless Management Information System is a local web-based information technology system that the Continuum of Care (CoC) uses to collect client-level data and data on the provision of services to individuals and families who are experiencing homelessness or who are at imminent risk of homelessness.

The City of Oroville Community Navigator is responsible for contacting individuals experiencing homelessness or who are at risk of homelessness and connect these individuals to services managed by the Butte County Department of Employment and Social Services. To maintain proper date entry, client information, and case management, the Community Navigator is in need of this web-based system. This would also provide accuracy and open lines of communication to services provided by the Department of Employment and Social Services.

The purpose of this MOU is to confirm agreements between Contributing HMIS Organization (CHO) and County related to the City of Oroville's participation in and management of the HMIS and Coordinated Entry System (CES) for the Butte Countywide Continuum of Care (CoC). As the HMIS Lead Agency for the CoC, County shall enter into participation agreements with CHOs. This MOU defines the roles and specific responsibilities of the Parties relating to the operation of CoC's HMIS.

Butte County Department of Employment and Social Services would be responsible for:

A. Planning and Policy Development

1) Manage and maintain mechanisms for soliciting, collecting and analyzing feedback from end users, CHO HMIS Administrators, CHO program managers, CHO executive directors, and homeless persons;

2) Manage training and expand system functionality; and

3) Update HMIS Policies and Procedures to comply with federal regulations, HUD Standards, and the CoC Governance Charter, including: a. Chair the HMIS/CES Committee; and

4) Maintain the following plans consistent with requirements established by HUD, federal, State, local government and other funding sources, and review and update this plan with HUD regulations, notice, or guidance;

5) Data Quality Plan; and • Privacy and Security Plan

B. System Administration

1) Oversee the day-to-day administration of the HMIS system;

2) Manage relationship with the HMIS software vendor in accordance with the contract between the HMIS software vendor and County;

3) Ensure HMIS software meets the minimum data and technical functionality requirements established by HUD in rule or notice, including deduplication, data collection, maintenance of historical data, reporting (including HUD required reports and data quality and audit reports), and any other requirements established by HUD;

4) Ensure HMIS data processing capabilities, including the collection, maintenance, use, disclosure, transmission, and destruction of data, and the maintenance of privacy, security, and confidentiality protections;

5) Develop standard reports and queries of HMIS data (e.g., data quality report, CoC quarterly report, etc.);

6) Communicate updates to HMIS policies and procedures to all CHO HMIS Administrators; and

7) Update HMIS system as needed to reflect community needs.

The City of Oroville Community Navigator shall fulfill the following responsibilities:

1) Enter data into HMIS;

2) Ensure CHO compliance with the protocols of the HMIS Policy & Procedure, CES Policy and Procedure, Data Quality Plan, and Privacy and Security Plan.

3) Inform the HMIS Lead Agency when critical deadlines regarding data entry are missed;

4) Maintain communication with the HMIS Lead Agency regarding HMIS data entry challenges and questions;

5) Notify the HMIS Lead Agency within one business day when an End User is no longer employed by CHO and/or no longer needs access to HMIS, so their HMIS user account can be deactivated;

6) Complete training with the HMIS Lead Agency.

FISCAL IMPACT

The City of Oroville shall reimburse Butte County's Department of Employment and Social Services up to a maximum compensation of twenty-three hundred and forty dollars ($2340.00) Under this MOU: $780.00 in FY 25/26, $780.00 in FY 26/27, and $780.00 in FY 27/28.

Funding to cover the program will come from the Opioids monies.

RECOMMENDATION

ENTER INTO A THREE-YEAR AGREEMENT TO PROVIDE HOMELESS MANAGEMENT INFORMATION SERVICES AS DESCRIBED IN THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN BUTTE COUNTY'S DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES (DESS) AND THE CITY OF OROVILLE.

ATTACHMENTS

A- Memorandum of Understanding between County of Butte Department of Employment and Social Services and City of Oroville for Homeless Management Information System.

B- Attachment II Description of Service

C- Attachment III Method and Rate of Payment

MEMORANDUM OF UNDERSTANDING
Between
BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
And
CITY OF OROVILLE
For HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)
ORGANIZATION PARTICIPATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of July 1, 2025, by and between the County of Butte, Department of Employment and Social Services, herein referred to as "DESS" AND "HMIS Lead Agency" and the City of Oroville, herein referred to as "Contractor", or "Contributing HMIS Organization (CHO)", hereinafter referred to individually as "Party" and collectively as "Parties". The purpose of this document is to set forth the types and terms of collaborative services for Homeless Management Information System (HMIS) Organization Participation between DESS and City of Oroville.

WITNESSETH:

WHEREAS, County is the HMIS Lead Agency and Contractor is an HMIS participating agency, pursuant to the U.S. Department of Housing and Urban Development (HUD) mandate for all communities and agencies receiving HUD Continuum of Care (CoC), Emergency Solutions Grant program (ESG), federal, State, local government and other program funding sources.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. **PURPOSE**
   The purpose of this MOU is to confirm agreements between CHO and County related to participation in and management of the HMIS and Coordinated Entry System (CES) for the Butte Countywide Continuum of Care (CoC). As the HMIS Lead Agency for the CoC, County, shall enter into participation agreements with CHOs. This MOU defines the roles and specific responsibilities of the Parties relating to the operation of CoC's HMIS.

   Detailed information related to HMIS, the CoC, and definitions are set forth in Exhibit A, Background and Definitions, attached hereto and by this reference incorporated herein and as set forth by the HMIS Lead Agency and CoC.

2. **TERM**
   The term of this MOU is July 1, 2025 through June 30, 2028.

3. **FISCAL EXPLANATION**
   Cost of HMIS End User license(s) are the responsibility of the CHO and shall be paid to County as set forth in Attachment II, Method and Rate of Payment attached hereto and by this reference incorporated herein. The maximum amount payable to County shall not exceed two thousand three hundred and forty dollars ($2,340.00).

4. **RESPONSIBILITIES**
   The responsibilities of DESS and CHO are set forth in Attachment I, Description of Services, attached hereto and by this reference incorporated herein and as set forth by HUD and the CoC.

5. **TERMINATION**
   This MOU may be terminated by either Party upon the giving of thirty (30) days advance written notice of an intention to terminate.

6. **NON-ASSIGNMENT**
   Neither Party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other Party.

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7. RECORDS

Parties shall comply with all applicable federal, State, local government and other funded efforts to end homelessness and all laws, rules and regulations related to HMIS and CES shall be followed. Additionally, Parties shall comply with all decisions made by the CoC, HMIS/CES Committee, CoC, HMIS, and CES Policies and Procedures, Data and Privacy Plan, Data Quality Plan, and CoC Governance Charter, mentioned here by reference only.

8. COMPLIANCE WITH LAWS/POLICIES

Parties shall comply with all applicable federal, State, local government and other funded efforts to end homelessness and all laws, rules and regulations related to HMIS and CES shall be followed. Additionally, Parties shall comply with all decisions made by the CoC, HMIS/CES Committee, CoC, HMIS, and CES Policies and Procedures, CoC Governance Charter, and HMIS/CES Privacy Plan, mentioned here by reference only.

The validity, interpretation and performance of this MOU shall be controlled by and construed under the regulatory laws set forth by both the federal government and the State of California.

CHO shall uphold relevant federal and State confidentiality regulations and laws that protect client records and shall adhere to the HMIS Data Uses and Disclosures outlined in the HMIS Policies and Procedures Manual section entitled, “HMIS Data Uses and Disclosures”, mentioned here by reference only.

A. Disclosure of Alcohol and/or Drug Abuse Records

CHO shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, mentioned here by reference only, regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. CHO understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

B. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

CHO shall abide specifically, when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including the right: to give advance consent prior to disclosures of health information; to see a copy of health records; to request a correction to health records; to obtain documentation of disclosures of health information; to obtain an explanation of privacy rights and to be informed about how information may be used or disclosed. The current regulation provides protection for paper, oral and electronic information.

C. Medical, Mental Health, and Substance Abuse Information

CHO shall abide by California State Laws and Federal Laws related to confidentiality and security of medical, mental health and substance abuse information as found in California State statutes, rules and regulations.

9. CONFIDENTIALITY

DESS and CHO shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328 through 5330, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The Parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

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DESS agrees, to the extent required by 42 U.S.C. 1320 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information (PHI).

CHO shall uphold relevant federal and State confidentiality regulations and laws that protect client records and shall adhere to the HMIS Data Uses and Disclosures outlined in the HMIS Policies and Procedures Manual section VI.3. HMIS Data Uses and Disclosures, mentioned here by reference only.

Participation in HMIS assumes participation in the sharing of data as described in this section. However, in the event that a CHO cannot participate in the sharing of data, due to HIPAA regulations, or other regulations that require CHO to adhere to higher standards of confidentiality, they shall opt-out of this provision by indicating here they shall not participate. Such election shall be acknowledged by the HMIS Lead Agency.

_____ _____
CHO COUNTY

Initials here indicate that CHO shall not participate in the sharing of data due to HIPAA regulation or other regulation that require adherence to higher standards of confidentiality.

10. NON-DISCRIMINATION

During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations, as set forth in Attachment III, Assurance of Compliance, attached hereto and by this reference incorporated herein.

11. RELATIONSHIP OF PARTIES

It is understood that this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD PARTY BENEFICIARIES

Both DESS and CHO agree it is their specific intent that no other person or entity shall be a Party to or a third Party beneficiary of this MOU or an attachment or addenda to this MOU.

13. INDEMNIFICATION

Both DESS and CHO agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to DESS or CHO shall be given to the persons representing the respective Parties at the following addresses:

Department of Employment and Social Services
Name: Elisa Rawlinson
Title: Senior Health and Human Services Program Analyst
Address: 765 East Avenue, Suite 200, Chico, CA 95926
Email: erawlinson@buttecounty.net
Phone: (530) 552-6204

City of Oroville
Name: Ron Belser
Title: Code Enforcement Director
Address: 2055 Lincoln Street, Oroville, CA 95966
Email: rbelser@oropd.org
Phone: 530.538.2448

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15. PUBLIC RECORDS ACT

Both Parties are aware that this MOU and any documents provided to the other Party related only to this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of both Parties to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the Parties agree with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

Parties are aware that any information entered into HMIS and CES are not subject to the California Public Records Act, and may not be disclosed to members of the public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both Parties. If there are attachments attached hereto, and a conflict exists between the terms of this MOU and any attachment, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

DESS and CHO agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

If CHO disagrees with any element of this MOU, it shall make every effort to address and resolve those issues with the HMIS Lead Agency. If the HMIS Lead Agency and CHO are unable to reach a solution, either party may raise the issue to the HMIS/CES Committee for a solution. The HMIS/CES Committee may recommend a solution or may request that the Parties bring the issue to the CoC Coordinator. The CoC Coordinator shall make every effort to recommend a solution that is amenable to the HMIS Lead Agency and CHO. However, if the issue cannot be adequately resolved at this level, the CoC Coordinator shall recommend a resolution that shall require final approval by the CoC Council.

Should it become necessary for a Party to this MOU to enforce any of the provisions hereof, the prevailing Party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the Parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Butte, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. OTHER DOCUMENTS

The Parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

DESS and CHO and each Party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The

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Parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

23. ELECTRONIC SIGNATURES

Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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ATTACHMENT I

DESCRIPTION OF SERVICES

By execution of this contract, DESS agrees that any services provided by CHO from July 1, 2025, shall be in compliance with all language stated in this original contract, including all attachments.

County has been designated by the CoC to serve as the HMIS Lead Agency. As the HMIS Lead Agency, County is responsible for; managing HMIS data in compliance with federal, State, local government, other regulations and with HUD Standards, collecting and organizing HMIS data within a data management software program; and providing HMIS administrative functions at the direction of the CoC, through its CoC Council.

County and CHO shall operate the HMIS in compliance with the HEARTH Act, CoC Interim Rule, HMIS Proposed Rule, Butte CoC Governance Charter, HMIS Policies and Procedures Manual, HUD HMIS Technical Standards (last update: 2004), HUD HMIS Data Standards (last update: 2024), and other applicable laws, mentioned here by reference only. The Parties agree to update this MOU as needed in order to comply with any updates to these standards established in notices or other guidance, within the HUD-specified timeframe for such changes.

Unless indicated otherwise herein, Contractor shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below.

CHO shall complete all work in the HMIS virtual platform, which shall be available to County, CHO, and approved staff via web-based software.

I. County Responsibilities

County authorized staff shall manage the data that is maintained in HMIS and have access to all data entered by CHOs. County staff shall only use the data for CoC purposes. Additionally, County shall fulfill the following responsibilities:

A. Planning and Policy Development
   1) Manage and maintain mechanisms for soliciting, collecting and analyzing feedback from end users, CHO HMIS Administrators, CHO program managers, CHO executive directors, and homeless persons;
   2) Manage training and expand system functionality; and
   3) Update HMIS Policies and Procedures to comply with federal regulations, HUD Standards, and the CoC Governance Charter, including:
      a. Chair the HMIS/CES Committee; and
      b. Maintain the following plans consistent with requirements established by HUD, federal, State, local government and other funding sources, and review and update this plan with HUD regulations, notice, or guidance;
         - Data Quality Plan; and
         - Privacy and Security Plan.

B. System Administration
   1) Oversee the day-to-day administration of the HMIS system;
   2) Manage relationship with the HMIS software vendor in accordance with the contract between the HMIS software vendor and County;
   3) Ensure HMIS software meets the minimum data and technical functionality requirements established by HUD in rule or notice, including deduplication, data collection, maintenance of historical data, reporting (including HUD required reports and data quality and audit reports), and any other requirements established by HUD;
   4) Ensure HMIS data processing capabilities, including the collection, maintenance, use, disclosure, transmission, and destruction of data, and the maintenance of privacy, security, and confidentiality protections;
   5) Develop standard reports and queries of HMIS data (e.g., data quality report, CoC quarterly report, etc.);
   6) Communicate updates to HMIS policies and procedures to all CHO HMIS Administrators; and
   7) Update HMIS system as needed to reflect community needs.

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C. Security
   1) Retain copies of all contracts and agreements executed for HMIS administration;
   2) Designate a Security Officer responsible for ensuring compliance with applicable security standards;
   3) Require persons with access to all HMIS records to undergo a criminal background check and sign an End User Agreement, mentioned here by reference only;
   4) Keep all signed statements for a period of at least 3 years;
   5) Implement a policy and chain of communication for reporting and responding to security incidents; and
   6) Complete an annual security review.

D. End User Training
   1) Provide and/or coordinate technical assistance and support;
   2) Document technical issues experienced by providers;
   3) Develop and deliver a comprehensive and ongoing training curriculum and protocol that:
      a. Includes instruction on client confidentiality and privacy, data security, data quality, and data entry into HMIS;
      b. Requires participation of all CHO System Administrators;
      c. Is required for all HMIS End Users, including intake staff, data entry staff and reporting staff at all CHOs;
      d. Is at a minimum offered every quarter;
      e. Includes a mandatory virtual or classroom training for each End User before the End User is authorized to collect or use HMIS data; and
      f. Is conducted in a manner that assures every current End User completes a training update at least annually.

E. Data Quality and Compliance Monitoring
   1) Consistent with the Data Quality Plan, mentioned here by reference only, establish data quality benchmarks for CHOs, including bed coverage rates, service-volume coverage rates, missing/unknown value rates, timeliness criteria, and consistency criteria;
   2) Consistent with the Data Quality Plan, run and disseminate data quality reports on a quarterly basis to CHO programs indicating levels of data entry completion, consistency with program model, and timeliness;
   3) Consistent with the Data Quality Plan, provide quarterly reports on HMIS participation rates, data quality and other analyses to the CoC Council and HMIS/CES Committee; and
   4) Monitor compliance by all CHOs with HMIS participation requirements, policies and procedures, privacy standards, security requirements, and data quality standards through an annual review.

II. CHO Responsibilities

CHO shall fulfill the following responsibilities:

1) Enter data into HMIS;
2) Ensure CHO compliance with the protocols of the HMIS Policy & Procedure, CES Policy and Procedure, Data Quality Plan, and Privacy and Security Plan.
3) Inform the HMIS Lead Agency when critical deadlines regarding data entry are missed;
4) Maintain communication with the HMIS Lead Agency regarding HMIS data entry challenges and questions;
5) Notify the HMIS Lead Agency within one business day when an End User is no longer employed by CHO and/or no longer needs access to HMIS, so their HMIS user account can be deactivated;
6) Complete training with the HMIS Lead Agency.
7) Fulfill other Data Quality, Security, and Privacy responsibilities as described below.

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A. Data Quality

1) Enter client-level data into HMIS within three (3) days of client interaction;
2) Follow, comply, and enforce CHO Participation MOU;
3) Comply with all other data quality procedures as stipulated in the HMIS Policies and Procedures Manual, and the Data Quality Plan.

B. Security

1) Ensure that all End Users receive security training prior to being given access to HMIS, and once annually;
2) Only authorize HMIS use to End Users who need access to the system for regular and required data entry and/or system administration, as described in the HMIS Policies and Procedures Manual, mentioned hereby reference only. End Users shall complete the following before being granted access to HMIS:
    a. Provide verification of a criminal background check;
    b. Read, initial, and sign the End User Agreement;
    c. Read the HMIS Policies and Procedures Manual, the Privacy and Security Plan and the Data Quality Plan;
    d. Complete a virtual or classroom training from County on how to use HMIS.
3) Establish physical security measures for CHO's designated HMIS computers, laptops or other devices, under the direction of HMIS CHO Administrator. Ensure all computers, laptops or other devices designated for HMIS access are password protected. End Users must log out of the HMIS if they leave their workstation. Passwords shall not be shared or stored in a readable format on the computer or server, and must be immediately changed if revealed or compromised.
4) Implement policies and procedures to ensure that information obtained from clients and entered into HMIS is used solely as provided for in this MOU and applicable laws.
5) Make information available to its authorized personnel on a "need-to-know" basis and only for the purposes authorized under this MOU. "Need -to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose described in this MOU.
6) Notify County of any unauthorized disclosure involving information in HMIS, no later than one (1) hour after an event is detected and cooperate with CoC and County in any investigation(s) of information security incidents. The notification must describe the incident in detail and provide contact information if different from the CHO Admin described herein. In the event of a security incident, contact County immediately at HMIShelp@buttecounty.net, ButteCoC@buttecounty.net or call (530) 552-6204.
7) CHO shall maintain a record of all authorized users. The record must include the first/last name, work address, telephone number and e-mail address. The record must designate initial training date and date(s) annual trainings were completed. A copy of this record must be emailed to County within five business days of any addition or deletion of an authorized user, at HMIShelp@buttecounty.net.
8) Protect HMIS information against unauthorized access, at all times.
9) Secure and maintain any computer systems, hardware, software, applications, and data that will be used in the performance of this MOU. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure all information assets and date that may be used, transmitted or stored on such systems in the performance of this MOU.
10) Safeguard equipment to ensure non-HMIS users and public cannot access and/or view HMIS information. Safeguarding of equipment includes but is not limited to ensuring video terminals, printers, hard copy printouts or any other forms of HMIS related records are placed so that they may not be viewed by the public or other unauthorized persons.
11) Pursuant to this Agreement, End Users may only use information in HMIS to assist in administering their respective programs.
12) Access to HMIS shall be restricted to authorized End Users who need to perform their official duties to assist in the administration of their respective programs.

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13) End Users who access, disclose or use information contained in HMIS in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
14) Comply with all other security protections as stipulated in the HMIS Policies and Procedures Manual and Security Plan, mentioned hereby reference only.

III. Both Parties Responsibilities

A. Privacy

1) Parties shall post the CoC's HMIS Public Notice, mentioned here by reference only, in locations where HMIS data is being collected so that is viewable to all clients.
2) Parties shall offer a copy of the Privacy Notice, mentioned here by reference only, to clients, and provide a copy upon request. If an agency maintains a public web page, the agency must post the Privacy Notice on its web page.
3) Parties shall comply with all other privacy protections as stipulated in the HMIS Policies and Procedures Manual and the Privacy Plan, mentioned here by reference only.
4) Parties shall establish a regular process of training End Users on Privacy Plan compliance and regularly audit to ensure the Privacy Plan is being followed by CHO staff (including employees, volunteers, affiliates, contractors and associates). CHOs must review any complaints about potential violations of the Privacy Policy.
5) Parties shall ensure all clients complete an Informed Consent form, mentioned here by reference only, the forms are uploaded into HMIS and the client is entered into the system consistent with the chosen privacy level.

B. Accommodation of Limited English Proficiency

Parties shall provide a verbal explanation of the CoC's HMIS and arrange, when possible, for a qualified interpreter or translator for an individual not literate in English or having difficulty understanding the Informed Consent form or other applicable documents or questions.

C. Illegal Activity

Parties shall not use HMIS with intent to defraud the federal, State or local government or an individual entity, or to conduct any illegal activity.

D. Data Sharing

Parties understand, the importance of adhering to privacy, confidentiality, and security protections related to personal data collected notwithstanding, it can be beneficial for parties other than CHO to receive data collected within the HMIS. The benefit of any data sharing is primarily intended for homeless persons in need of services from one or more service providers including CHOs. HUD encourages data sharing among providers within a CoC as sharing of HMIS information allows maximum benefits from such systems. From an operational perspective, it improves the ability of service provider staff to coordinate and deliver services to homeless clients. In these cases, the sharing of data would support the delivery of appropriate services. The data that this provision relates to is that information collected directly from individual clients. The definition of sharing shall be limited to that to which the HMIS/CES Committee has agreed. This includes: Personal Protected Information (PPI), historical dates for program enrollments and services, service notes, and case notes. Service notes include case management provided to clients related to programs in HMIS. Information sharing in HMIS is subject to the level of consent indicated on the Client's signed Informed Consent form, mentioned hereby reference only, and cannot be overridden or changed by CHO.

This sharing of data collected does not include the aggregate data that is intended to support the work of the CoC to fulfill its purposes to efficiently coordinate services, improve community planning and to promote beneficial public policy. For this purpose, there is no need for access to

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individual personal data. Requests for this information shall be documented and reviewed by the HMIS Lead Agency for approval if such provision is to be used to gauge progress in meeting CoC goals, to identify trends, or to inform strategy development. The HMIS Lead Agency shall inform the HMIS/CES Committee of such summary data requests.

It is important, therefore, for both Parties to agree that the sharing of data can occur within the parameters agreed to by the CoC and the HMIS/CES Committee in exercising its responsibility to provide system oversight. These parameters shall supplement the authority granted to CHO by the individual client to share personal information when completing the standard Informed Consent form. Participation in HMIS assumes participation in the sharing of data as described in this section.

E. Enforcement

The HMIS Lead Agency and/or HMIS/CES Committee shall investigate all potential violations of security or privacy protocols described in this MOU. The HMIS Lead Agency shall sanction any End User found to be in violation of such protocols, which could include suspension or revocation of HMIS Software System privileges. In addition, the HMIS Lead Agency may suspend or revoke CHO's access to the HMIS Software System for serious and/or repeated violations of this MOU by CHO's HMIS Administrator and/or End Users. The suspension or revocation of HMIS Software System access may include immediate termination of this MOU.

Maximum amount to be paid for the above-described services are not to exceed the amount identified on the variable information table which matches per "Attachment II – Method and Rate of Payment".

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ATTACHMENT II

METHOD AND RATE OF PAYMENT

The contract maximum shall not exceed two thousand three hundred and forty dollars ($2,340.00). CHO shall reimburse County for the cost of one (1) HMIS End User license, at a price of seven hundred and eighty dollars ($780.00), per license, per fiscal year.

Budget Details	Quantity	FY25/26	FY 26/27	FY 27/28	Total
End User License	1	$780.00	$780.00	$780.00	$2,340.00
Total					**$2,340.00**

CHO shall make payments to DESS upon receipt of an approved Butte County Claim Form (mentioned here by reference only), submitted annually for services provided during the fiscal year.

CHO shall be invoiced annually. Payment is due and payable within thirty (30) days of CHOs receipt of the billing invoice and related documentation. A copy of the billing invoice and remittance shall be addressed and made payable to:

Butte County Department of Employment and Social Services
Attention: Accounting Technicians
P.O. Box 1694
Oroville, CA 95965

Email: DESSAPclaims@buttecounty.net

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ATTACHMENT III

ASSURANCE OF COMPLIANCE

WITH

THE BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY
ASSISTED PROGRAMS

City of Oroville

HEREBY AGREES THAT it will comply with Title VI and VII of the CIVIL Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 ©, (h) (1), (I), and (j); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 –98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80,84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, mental disability, physical disability, medical condition, national origin, race, ancestry, marital status, sexual orientation of any person, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Brian Ring, City Administrator Date

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IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

CITY OF OROVILLE

Brian Ring, City Administrator — Date
City of Oroville

DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES

Tiffany Rowe, Director — Date
Department of Employment and Social Services
County of Butte

COUNTY

Sarah MacArthur, Deputy Director — Date
General Services

APPROVED AS TO FORM
Brad J. Stephens
Butte County Counsel

By — Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE

General Services Contracts Division — Date

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **MEMORANDUM OF UNDERSTANDING WITH OROVILLE RESOURCE CENTER AND RESCUE MISSION (ORC) FOR ESPERANZA VILLAGE**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider a Memorandum of Understanding (MOU) with Oroville Resource Center and Rescue Mission (ORC) for the use of the City's mobile restroom and shower trailer unit for the use at Esperanza Village for a period of three (3) years.

DISCUSSION

The City of Oroville was awarded two (2) rounds of Encampment Resolution Funding in support of the development of emergency beds and services to serve the chronically homeless and at-risk people in the City limits of Oroville. This project received support for construction from both the City and County ARPA funds. Additionally, the application for funding identified an in-kind match from the City for the use of the City's shower trailer and remediation at the site valued at $7,500 per month for three (3) years and $120,000, respectively.

This MOU will be in effect for three (3) years from the date on the agreement; or until the work is complete, with an option for an extension.

FISCAL IMPACT

No General Fund Impact.

RECOMMENDATION

ADOPT RESOLUTION NO. 9384 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE RESOURCE CENTER AND RESCUE MISSION (ORC) FOR THE USE OF THE CITY OF OROVILLE'S SHOWER TRAILER FOR ESPERANZA VILLAGE FOR A PERIOD OF THREE (3) YEARS.

ATTACHMENTS

1. Memorandum of Understanding No. 3549
2. Resolution No. 9384

CITY OF OROVILLE
RESOLUTION NO.9384

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE RESOURCE CENTER AND RESCUE MISSION (ORC) FOR THE USE OF THE CITY OF OROVILLE'S SHOWER TRAILER FOR ESPERANZA VILLAGE FOR A PERIOD OF THREE (3) YEARS.

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

1. The Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Oroville Rescue Mission and Rescue Mission (ORC) for the use of the City of Oroville's shower trailer for Esperanza Village for a period of three (3) years.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 17, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

ATTEST:

_____
Brian Ring, City Clerk

Agreement No. 3549

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF OROVILLE AND OROVILLE RESOURCE CENTER AND RESCUE MISSION (ORC) FOR (ESPERANZA VILLAGE)

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Oroville, whose address is 1735 Montgomery St., Oroville CA 95965, and the Oroville Resource Center and Rescue Mission (ORC)whose address 2150 Bird St., Oroville CA 95965, for the use at Esperanza Village whose address is 4248 Lincoln Blvd., Oroville CA 95966.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Parties will operate the City of Oroville owned Forest River Mobile Restroom and Shower Trailer "Shower Trailer" for use at the Esperanza Village Shelter. Use of the Shower Trailer shall be limited to individuals residing at or officially utilizing services at Esperanza Village and shall not be made available for other programs or third-party use without prior written consent of the City.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties' respective counties or municipalities and shall remain in full force and effect for not longer than three (3) years. This MOU may be terminated, without cause, by either Party upon 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above. Additionally, this MOU may be extended at the request of the ORC and the approval of the Oroville City Council.

4. ORC Responsibilities under this MOU. The ORC will be responsible for the following tasks related to the Shower Trailer:

a) The set up and security of the Shower Trailer at Mission Esperanza, and
b) Regular Maintenance and Cleaning of the Shower Trailer, and
c) Repairs, as necessary, shall be the responsibility of the ORC, subject to prior written approval by the City of Oroville for any repair estimated to exceed $500 in cost.

5. Performance Review. The Parties agree to meet at least once annually during the term of this MOU to review the use, condition, and effectiveness of the Shower Trailer and the partnership at Esperanza Village. The City reserves the right to recommend improvements or modifications to operations or responsibilities at that time.

6. Indemnification. To the extent permitted by law, the ORC agrees to indemnify, defend, and hold harmless the City of Oroville, its officials, officers, agents, and employees from and

against any and all claims, liabilities, damages, or expenses (including reasonable attorney's fees) arising from or related to the use, maintenance, or operation of the Shower Trailer by ORC, except where caused by the gross negligence or willful misconduct of the City.

7. Insurance. ORC shall maintain general liability insurance in an amount not less than $250,000 per occurrence and $500,000 aggregate, and shall name the City of Oroville as an additional insured with respect to activities conducted under this MOU. Proof of insurance shall be provided annually or upon request.

8. General Provisions

8.1 Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

8.2 Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Superior Court of Butte County, California.

8.3 Entirety of Agreement. This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8.4 Severability. Should any portion of this MOU be determined to be illegal or unenforceable, by any court of competent jurisdiction, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

8.5 Government Claims Act Compliance. Nothing in this MOU shall be construed to waive any immunities or defenses available to either Party under the California Government Claims Act (Government Code section 810 et seq.) or other applicable provisions of law. This MOU is not intended to create any new basis for liability for either Party or to expand the scope of liability otherwise provided by law.

8.6 Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy

arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. Effective Date / Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

For the CITY:	For the ORC:
Date: June ____, 2025	Date: June ____, 2025
_____	_____
David Pittman, Mayor	Allan Dikes, Executive Director

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, INTERIM DIRECTOR OF PUBLIC WORKS**
CODY NISSEN, AIRPORT MANAGER

RE: **APPLICATION FOR AIRPORT FEDERAL ASSISTANCE**

DATE: **JUNE 17, 2025**

BACKGROUND

On March 4, 2025, the City Council approved the acceptance of an FAA Airport Infrastructure Grant (AIG) for $298,281 (pending offer) to fund engineering design and construction for Schedule A – Crack Seal of Taxiway L and North Tie Down Apron, as well as engineering design only for Schedule B – Crack Seal of the South Tie Down Apron and Tee Hangar Taxilanes, and the Runway 13-31 marking upgrade. (See attached March 4 staff report.)

Following Council's approval, the FAA directed City staff to revise the grant scopes and redistribute project elements between two different federal funding sources: the AIP (Airport Improvement Program) and AIG (Airport Infrastructure Grant). As a result, the original AIG proposal has been withdrawn and replaced with two separate grant applications that together fund 95% of the total design and construction costs for the entire airport crack seal and marking upgrade project.

SUMMARY

Staff requests Council authorization to accept and execute the following grant offers (once received) to complete the airport crack seal and marking upgrade projects for FY25–26:

- **FAA AIP Grant** – $244,321
- **FAA AIG Grant** – $307,529

Staff requests Council authorization to apply for, accept, and execute the following grant offers (once received)

- **Caltrans State Matching Grant** – $12,216

These grants will fund the following:

- **Schedule A** (via FAA AIP + Caltrans Grant): Engineering Design and Construction for Crack Seal of Taxiway L and North Tie Down Apron
- **Schedule B + Runway 13-31** (via FAA AIG Grant): Engineering Design and Construction for Crack Seal of the South Tie Down Apron,

Tee Hangar Taxilanes, and the Runway 13-31 Marking Upgrade

The **AIP/Caltrans-funded portion** has a total project cost of $263,585, of which $244,321 will be federally funded (95%), $12,216 from Caltrans (5% of the federal share), and $7,048 will be the City's responsibility (which includes $643 in required match and $6,405 in ineligible costs near the FBO).
The **AIG-funded portion** totals $341,815, with $307,529 in federal funding (95% of eligible costs) and $34,286 in City funding, which includes a $16,186 match and $18,100 in ineligible work between hangars.

DISCUSSION

On September 29, 2023, staff submitted a Pre-Application for Federal Assistance to fund crack sealing of Taxiway L and the North Tie Down Apron (Schedule A), as well as the South Tie Down Apron and Tee Hangar Taxilanes (Schedule B). This work is necessary to meet FAA safety standards and extend the life of the existing pavement until full rehabilitation planned for 2029.

Due to limited federal funding in FY24–25, the project was not approved that cycle. Staff resubmitted the application on December 30, 2024.

Following the City Council's March 4, 2025 approval of an initial grant proposal, the FAA informed staff that the project scope needed to be split across two grant types: the Airport Improvement Program (AIP) and the Airport Infrastructure Grant (AIG). As a result, the original grant application was withdrawn, and two new grant applications were prepared to align with FAA requirements.

Because the FAA typically provides a very short turnaround time (often two weeks or less) to accept and execute grant offers once issued, staff requests Council's advance authorization to accept and execute the grants upon offer. This will help avoid delays due to scheduling constraints with Council meetings.

FAA AIG Grant:
Total Project Costs: $341,815.00
Federally Ineligible Costs: $18,100.00
Total FAA Eligible Costs: $323,715.00
FAA participation 95%: $307,529.00 (95% of $323,715)
City 5% match on FAA eligible portion = $16,186.00 (5% of $323,715.00)
Total City costs = $34,286.00 ($16,186.00 + $18,100.00 of Federally Ineligible costs)

FAA AIP Grant:
Total Project Costs: $263,585.00
Federally Ineligible Costs: $6,405.00
Total FAA Eligible Costs: $257,180.00

FAA participation 95%: $244,321.00 (95% of $257,180.00)
State Participation: $12,216.00 (5% of the FAA Participation)
City Participation: $7,048.00 (City portion of FAA eligible funding + 100% of FAA ineligible costs) = $643.00 + $6,405 ineligible. (City portion of FAA eligible funding is $257,180 - $244,321 FAA 95% participation - $12,216 State match = $643)

FISCAL IMPACT FOR BOTH PROJECTS

$41,334.00 from the Airport Fund

ACTION(S) REQUESTED -

1. APPROVE THE ACCEPTANCE AND EXECUTION OF THE AIG GRANT IN THE AMOUNT OF $307,529.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL OF SOUTH TIEDOWN APRON, TEE HANGAR TAXILANES AND RUNWAY 13-31 MARKING UPGRADE.
2. APPROVE THE ACCEPTANCE AND EXECUTION OF THE AIP GRANT IN THE AMOUNT OF $244,321.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL OF TAXIWAY “L” AND NORTH TIEDOWN APRON
3. APPROVE APPLYING FOR, ACCEPTANCE AND EXECUTION OF THE STATE MATCHING GRANT FOR CRACK SEAL TAXIWAY “L” AND NORTH TIEDOWN APRON – DESIGN / CONSTRUCT – CALTRANS MATCHING GRANT OF $12,216.00

NOTE:

Staff is unable to apply for the CalTrans “State Matching” Grant until after receipt of the FAA AIP Grant. The CalTrans “State Matching” Grant application requires proof of Council approval to apply for, accept, and execute the CalTrans Matching Grant

ATTACHMENTS

Original staff report dated March 4, 2025.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, ASSISTANT DIRECTOR OF PUBLIC WORKS**
CODY NISSEN, AIRPORT MANAGER

RE: **ADVANCED APPROVAL OF ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT ASSISTANCE**

DATE: **MARCH 4, 2025**

SUMMARY

The City Council shall consider permitting staff to accept an FAA Airport Infrastructure Grant (AIG) in the amount of $298,281 (once offered) for FY25-26 for the following work at the Oroville Municipal Airport:

- Engineering Design and Construction of Schedule A – Crack Seal Taxiway L and North Tie Down Apron
- Engineering Design only of Schedule B - Crack Seal South Tie Down Apron and Tee Hangar Taxi lanes
- Engineering Design only of Runway 13-31 pavement remark

Securing this Federal AIG grant (if funded by the FAA and approved by Council) would require a 5% Airport Sponsor (City) “match” of $15,699.00 plus $6,405.00 in Federally ineligible costs associated with sealing the joints in front of the FBO. FAA considers the pavement within 50 feet of the FBO as “sole use” by the FBO and FAA only pays for pavement that is used by general aviation public and not one tenant, therefore the City must pay 100% of this $6,405 (see attachment), for a total City contribution of $22,104.00.

DISCUSSION

On September 29, 2023, staff submitted a Pre-Application for Federal Assistance for crack seal of taxiway L and North Tie down Apron (Schedule A) in addition to Crack Seal Tie Down South Apron and Tee Hanger taxi lanes (Schedule B) to meet FAA safety standards and ensure longevity of the current pavement until the proposed rehabilitation in 2029. Unfortunately there weren’t sufficient Federal funds available to fund the project in FY24-25. Consequently, staff resubmitted a Preapplication for Federal Assistance on December 30, 2024 for the attached project.

Staff do not have clarity on precisely when this grant will be offered, but upon such time that it is offered, there is typically a short window (generally 2 weeks or less) to execute, sign and return the grant offer to the FAA. This timeline does not always coincide well with Council meetings. Consequently, staff is requesting Council's approval to move forward with the execution of the grant offer immediately upon reception.

Total Project Costs: $320,385
FAA participation: $298,281 (95% of $313,980)
City 5% match on FAA eligible portion = $15,699 (5% of $313,980)
City 100% of ineligible costs: $6,405
Total City costs = $22,104

The City will be applying for a second FAA Airport Improvement Program (AIP) grant in the spring of 2025 which will include the following:

- Construction only of Schedule B Crack Seal South Tie Down Apron and Tee Hangar taxi lanes
- Construction only of Remark Runway 13-31

The City is in the process of getting bid prices for the Remark Runway 13-31 and will follow up with another Council item in April or May 2025 for approval of this second FAA grant. This second grant comes from a different FAA funding program.

FISCAL IMPACT

$22,104.00 from the Airport Fund

ACTION(S) REQUESTED -

1. **APPROVE THE ACCEPTANCE OF THE AIG IN THE AMOUNT OF $298,281.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL SCHEDULE A AND B AND REMARK RUNWAY 13-31; AND**
2. **APPROVE THE CITY "MATCH" EXPENDITURE OF $15,699.00 PLUS THE FEDERALLY INELIGIBLE EXPENDITURE OF $6,405.00, FOR A TOTAL OF $22,104.00.**

ATTACHMENTS

Summary of Project Costs

OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA

FY 2024/25 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCT

Schedule A - Crack Seal Taxiway L and North Tie Down Apron - Design/Construct
Schedule B - Crack Seal South Tie Down Apron and Tee Hangar Taxilanes - Design
Remark Runway 13-31 - Design

SUMMARY OF PROJECT COSTS

	Schedule A	Schedule B	Remark R/W	Total
Construction	$ 157,085.00	$ -	$ -	$ 157,085.00
Engineering:				
Project Formulation - DBE Goal Preparation	$ -	$ 7,000.00	$ -	$ 7,000.00
Environmental Document - Cat Ex	300.00	300.00	1,000.00	1,600.00
Project Scoping	2,500.00	2,500.00	-	5,000.00
Crack Surveys	1,000.00	1,000.00	-	2,000.00
Engineering Design and Preparation of Plans and Specifications	16,000.00	16,000.00	12,000.00	44,000.00
Engineering During Bid and Award	6,000.00	-	5,000.00	11,000.00
Engineering During Construction	15,000.00	-	-	15,000.00
Resident Engineering, Testing, and Inspection	57,700.00	-	-	57,700.00
Total Engineering Costs	$ 98,500.00	$ 26,800.00	$ 18,000.00	$ 143,300.00
Administration	$ 10,000.00	$ 6,000.00	$ 4,000.00	$ 20,000.00
Total Project Costs				$ 320,385.00
Less Ineligible Construction Costs				(6,405.00)
Total (FAA Eligible) Project Costs				$ 313,980.00
F.A.A. Participation				$ 298,281.00
Sponsor Participation - Grant Match (5%) + Ineligible Costs				$ 22,104.00

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ; ASSISTANT DIRECTOR OF PUBLIC WORKS**

CODY NISSEN; AIRPORT MANAGER

RE: **PROFESSIONAL SERVICES AGREEMENT WITH BRANDLEY ENGINEERING INC. FOR, ARCHITECTURAL, ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider approving a five-year Professional Services Agreement with Brandley Engineering Inc., Consulting Airport Engineer (Brandley), for Architectural and Engineering Services for the Oroville Municipal Airport.

DISCUSSION

The Federal Aviation Administration (FAA) provides funding to airports through the Airport Improvement Program (AIP). Each year, the City submits an updated five-year Airport Capital Improvement Plan (ACIP) to the FAA, along with specific project grant requests for the current fiscal year.

As part of the FAA's requirements, contracts for airport Planning and Engineering Services must undergo a Request for Qualifications (RFQ) process every five years. The City of Oroville currently holds a *Planning and Environmental* Services contract with Brandley Engineering, which is set to expire on March 30, 2028. However, the existing contract for *Architectural and Engineering* Services with Brandley Engineering Inc. will expire on June 16, 2025.

In accordance with FAA guidelines, the City issued an RFQ on January 14, 2025, to seek consulting firms for future airport improvement architectural and engineering design projects over the next five years. The RFQ was posted on the City's website and Public Purchase. Firms were required to submit proposals detailing their qualifications and experience in airport design and engineering projects. The deadline for proposals was Friday, February 7, 2025, and Brandley Engineering Inc. was the

only firm to submit a response. City staff reviewed the proposal and determined that Brandley Engineering remains a highly qualified firm for the required services.

Brandley Engineering has a long history of providing engineering services for the Oroville Municipal Airport. Their work dates back to 1964, with additional contributions in 1985 and continuous service since then. Their most recent architectural and engineering contract was approved in 2020. Over the years, Brandley Engineering has successfully planned, designed, engineered, and managed multiple airport projects. Firm owners Melissa Brandley and Damon Brandley have consistently delivered high-quality results for all airport engineering projects.

FISCAL IMPACT

The Airport Fund will cover 5% of the cost of Brandley Engineering Inc.'s services for 2025 and 2026, and 10% for 2027, 2028, and 2029. The remaining portion of the cost will be funded through FAA grant funding for qualifying projects at the Oroville Airport. The total fiscal impact for the five-year period is currently unknown. For each individual project, a Task Order will be prepared and executed by both Brandley Engineering and the City, outlining the specific scope of work and the total compensation for the project.

RECOMMENDATION

ADOPT RESOLUTION NO. 9386 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRADLEY ENGINEERING INC., AIRPORT CONSULTING ENGINEER, FOR ENGINEERING SERVICES AT THE OROVILLE MUNICIPAL AIRPORT FOR FAA GRANT FUNDED PROJECTS – AGREEMENT NO. 3548.

ATTACHMENTS

1. Resolution No. 9386
2. Agreement No. 3548

CITY OF OROVILLE
RESOLUTION NO. 9386

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 5-YEAR PROFESSIONAL SERVICES AGREEMENT WITH BRANDLEY ENGINEERING INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT

(Agreement No.3548)

WHEREAS, the Federal Aviation Administration (FAA) provides funding to airports through the Airport Improvement Program (AIP); and

WHEREAS, as part of the FAA's requirements, each year the City of Oroville submits an updated five-year Airport Capital Improvement Plan (ACIP) to the FAA, along with specific project grant requests for the current fiscal year; and

WHEREAS, FAA guidelines stipulate that contracts for airport Planning and Engineering Services must undergo a Request for Qualifications (RFQ) process every five years; and

WHEREAS, the City of Oroville holds an existing contract with Brandley Engineering Inc. for Architectural and Engineering Services, which is set to expire on June 16, 2025; and

WHEREAS, in accordance with FAA guidelines, the City issued an RFQ on January 14, 2025, to solicit proposals from consulting firms for future airport improvement architectural and engineering design projects for the next five years; and

WHEREAS, the RFQ was posted on the City's website and Public Purchase, with firms required to submit proposals detailing their qualifications and experience in airport design and engineering projects, and the deadline for proposals was set for February 7, 2025; and

WHEREAS, Brandley Engineering Inc. was the only respondent to the RFQ and has performed exemplary architectural and engineering services for the City of Oroville since 1985.

NOW THERFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute the five (5) year Professional Services Agreement with Brandley Engineering Inc. for the provision of architectural and engineering services for the Oroville Municipal Airport, in accordance with the terms outlined in the submitted proposal and in compliance with all applicable FAA regulations and guidelines.

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 June 17, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney

ATTEST:

Brian Ring, City Clerk

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

Agreement No. 3548

This Agreement is made on this 17th day of June, 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 Brandley Engineering Inc., 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted an RFQ for Architectural/Engineering Services for Airport Development Project for Oroville Municipal Airport issued in January 2025, and selected CONTRACTOR as the preferred service provider;

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

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire five (5) years from the date of this Agreement.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence on an as-needed basis, in the form of Task Orders. Each Task Order will have it's own schedule and not-to-exceed amount.

4. PAYMENT FOR SERVICES.
The City will pay CONTRACTOR for CONTRACTOR's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the Compensation Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. 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, Cody Nissen, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Melissa Brandley, 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) 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, defend (with counsel reasonably acceptable to CITY), and hold harmless CITY, its officers, officials, and employees (collectively, "CITY") from and against any and all liability, claims, damages, losses, expenses, and costs (including without limitation reasonable attorney's fees, expert fees, and all other costs and expenses of litigation) actually caused by Contractor's negligent acts, recklessness, willful misconduct, errors, or omissions in

the performance of work under this Agreement, or Contractor's failure to comply with any obligation of this Agreement.

In the event CITY is named as a party defendant in a lawsuit arising out of such acts or omissions, Contractor shall reimburse CITY's defense costs, including reasonable attorney's fees, expert fees, and other litigation expenses after final determination of liability and not to exceed the Contractor's proportionate percentage of fault as awarded by a court or arbitrator of competent jurisdiction.

To the extent Contractor is a "design professional" as defined in California Civil Code section 2782.8, Contractor's indemnity and defense obligations under this section for claims actually caused by its performance of design professional services shall be limited to claims actually caused by Contractor's sole negligence, recklessness, or willful misconduct, as required by that statute. This limitation shall apply only to professional services performed in the capacity of a design professional. All other services performed under this Agreement—including but not limited to non-professional, administrative, or support services—shall remain fully subject to the indemnity and defense obligations set forth herein, without limitation to proportionate fault, except as otherwise required by applicable law.

Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood that this indemnity is intended to be as broad and inclusive as permitted by California law, except as limited by Civil Code § 2782.8 or where the loss is caused by the sole negligence or willful misconduct of the CITY.

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

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

- 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.

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. By executing this Agreement, CONTRACTOR confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONTRACTOR is understood to be outside the scope of the usual course of business carried out by the CITY; and C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

If CONTRACTOR, at any time comes to believe that they are an employee and not an independent contractor, CONTRACTOR shall immediately notify the CITY of such belief. All work to be performed by CONTRACTOR under this Agreement shall be immediately suspended. Contractor agrees to indemnify and hold harmless the CITY from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the Contractor's designation as an independent contractor and not as an employee of the CITY. Contractor waives any right to recover from the CITY any expenses or losses, including but not limited to those arising from claims that Contractor was misclassified as an independent contractor unless such indemnification is prohibited by law. In the event CONTRACTOR notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

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:

Brandley Engineering
6125 King Road, Suite 201,
Loomis, California 95650
Attention: Melissa Brandley

17. INCOPRORATION FAA CONTRACT PROVISIONS.
The terms and provisions set forth in "Exhibit C" Required Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects are hereby incorporated by this reference. Where possible, terms of all documents incorporated by reference herein shall be construed in a manner that avoids conflict between the various documents. However, in the event such a conflict cannot be avoided, the terms of Exhibit C shall prevail over all.

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

19. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, except as indicated below, 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 except as noted below. 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. The existing Agreement for Professional Services between the City of Oroville and Brandley Engineering dated March 30, 2023 for Airport Planning and Environmental Services is not superseded by this agreement and remains valid and unaltered by this agreement.

20. 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.

21. 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.

22. 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 17th day of June, 2025.

CONTRACTOR:

_____
{Name, Title}

CITY OF OROVILLE:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

Exhibit A

Scope of Architectural/Engineering Services

The scope of services includes, but is not limited to, the following tasks. Tasks may include additional items as described in the Brandley Statement of Qualifications dated February 7, 2025.

- Preparation of Federal Aviation Administration (FAA) Airport Improvement Program (AIP)grant funding applications and associated documentation including but not limited to required reports and project closeout documents.

- Assist with project coordination with FAA and California Department of Transportation Division of Aeronautics (Caltrans) including on-site meetings.

- Represent the City in discussions with FAA and Caltrans regarding projects, requirements and grant assurances.

- Provide airport and aviation-related design and engineering services as required by the City to include , but not be limited to: geotechnical studies , pavement evaluation studies, drainage studies, airport design and engineering, terminal area design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, and project coordination. The work may be accomplished during the course of multiple grants.

- Provide construction engineering services including resident engineering, testing and inspection of all contractor operations during construction of the specific projects.

- Miscellaneous airport architectural, engineering and consulting support services as may be required from time to time by the City. These consultant services may include representing the City in all discussions with the FAA regarding the work program, grant requirements, and project documentation.

Exhibit B – Compensation Rates and Charges

STANDARD BILLING RATES
JANUARY 2025

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$190.00/Hour
Junior Engineer	$130.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$200.00/Hour*
Senior Inspector	$180.00/Hour*
Apprentice	$95.00/Hour*

Travel and Vehicle Rental

Per Diem	$230/Day**
Vehicle Rental	$50.00/Day + $0.70/Mile***

Subconsultants

Consulting Services, Testing Services	Cost + 10%

*Resident Engineer, Senior Inspector and Apprentice rates subject to change based on future increases to published DIR Prevailing Wage Rate

**Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates plus applicable taxes.

***Subject to change based on IRS standard rate for mileage

EXHIBIT C

CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

1. ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are

2. BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including

limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

The City of Oroville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

5. CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

7. DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

Contract Assurance (49 CFR § 26.13)

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

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Oroville. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Oroville. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of City of Oroville. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of Oroville. Unless City of Oroville consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Oroville may provide such written consent only if City of Oroville agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Oroville its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Oroville, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise City of Oroville and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Oroville should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Oroville may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

9. DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or

national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and

debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

16. TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

STATEMENT OF QUALIFICATIONS

ARCHITECTURAL/ENGINEERING SERVICES FOR AIRPORT DEVELOPMENT PROJECTS FOR THE

OROVILLE MUNICIPAL AIRPORT



OROVILLE MUNICIPAL AIRPORT

BRANDLEY

BRANDLEY
ENGINEERING

DATE OF SUBMISSION: February 7, 2025

R. DAMON BRANDLEY, PE

BRANDLEY ENGINEERING

MELISSA BRANDLEY, PE

February 7, 2025

Kayla Reaster
Assistant City Clerk
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Subject: Statement of Qualifications
Architectural/Engineering Services for Airport Development Projects for
Oroville Municipal Airport

Dear Ms. Reaster:

In response to your Request for Statement of Qualifications for Architectural/Engineering Services for Airport Development Projects for the Oroville Municipal Airport, we are delighted to have the opportunity to continue to work with the City of Oroville on the architectural/engineering design and construction management for development of the Oroville Municipal Airport. We have been providing these services to airports for over 70 years and for the Oroville Municipal Airport since 1985 and are well-versed in all aspects and challenges of your Airport.

Brandley Engineering, Inc., located solely in Loomis, California, is a consulting airport engineering and planning office with one hundred percent of our business devoted to airport grant administration, design, engineering, construction management, and planning services for all types of airport development projects in Northern California. The upcoming projects at the Oroville Municipal Airport fit within our primary area of focus and expertise.

Brandley Engineering has been instrumental in the development of the Oroville Municipal Airport's Airport Capital Improvement Program (ACIP) for the next five years. This AICP has been developed to prioritize providing the City with the maximum competitive advantage to receive FAA discretionary funding for the important and costly Rehabilitate Runway 2-20 project while also utilizing expiring funds to ensure the rest of the airfield pavements maintain adequate life with minimal maintenance and cost to the City.

Our expertise in geotechnical engineering and pavement design along with our intimate knowledge of and vast base of data for the Oroville Municipal Airport places us in a position to provide the best engineering design and construction management services to the City of Oroville for the next 5 years.

Melissa Brandley, P.E., Secretary/CFO of Brandley Engineering, has been providing Project Management to the City of Oroville since 2012 and is committed to continue providing these services for the next five years. Contact information for Melissa is: 6125 King Road, Suite 201, Loomis, CA 95650, Telephone 916-316-1415, Fax 916-652-9029, Melissa@brandleyeng.com.

We look forward to continuing to provide professional engineering services for the development of the Oroville Municipal Airport and working with City and Airport staff.

Very truly yours,

Melissa S. Brandley

Melissa Brandley, P.E.
Secretary/CFO

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CITY OF OROVILLE

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STATEMENT OF QUALIFICATIONS

1-1 GENERAL QUALIFICATIONS

The City of Oroville is requesting statements of qualifications from qualified airport Architectural/Engineering firms for projects planned at the Oroville Municipal Airport over the next five years. Services required will be development and preparation of the Airport Capital Improvement Plan (ACIP), preparation of applications for Federal Aviation Administration Airport Improvement Program (AIP) grant funding, airport and aviation-related design and engineering services as required by the City to include, but not be limited to: geotechnical studies , pavement evaluation studies, drainage studies, airport design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, project coordination, construction engineering services including resident engineering, testing and inspection of all contractor operations during construction of the specific projects, and other miscellaneous airport Architectural/Engineering consulting services required by the City.

Brandley Engineering, Inc. is a consulting airport engineering office with one hundred percent of our business devoted to airport grant administration, planning, environmental, design, engineering, and construction management services for all types of airport development projects. Reinard W. Brandley, P.E., founded the firm in 1953, and operated the firm under Reinard W. Brandley, Consulting Airport Engineer, until 2020 at which time it was transitioned to an S Corporation, Brandley Engineering Inc., with ownership by Melissa Brandley and Damon Brandley. Brandley Engineering has performed airport grant administration, engineering design, construction management and airport planning services for over 70 years. The upcoming projects at the Oroville Municipal Airport fit within our primary area of focus and expertise.

Brandley Engineering have been providing engineering and construction management services to the City of Oroville for projects at the Oroville Municipal Airport since 1985. Our office has intimate knowledge of the pavements, soil, and environmental conditions at this airport and can provide engineering design and construction management services to the City without the need for extensive data gathering and research. Examples of engineering and construction management projects completed for the Oroville Municipal Airport include:

- Overlay Runway 2-20 (1985)
- Overlay Runway 13-31, Taxiway C, Runway 2-20 Medium Intensity Runway Lighting system, Security Fencing (1989)
- Extension of Runway 2-20 (1993). This project required detailed environmental studies including wetlands and biological studies.
- Runway 12-30 Overlay and Lighting Rehabilitation., Widen and Overlay Taxiway S (2005)
- Crack Seal Pavements – Runway 2-20 and Runway 13-31, Remark Pavements, Change Runway Number Designations including replacing sign panels (2011)
- Install New Runway 20 REILs and Wind Cone (2012)
- Reconstruct North Side Apron (2013)
- Runway 2-20 Drainage Improvements, Runway 20 Runway Safety Area (RSA) Grading (2016)
- Install PAPI and REIL Runway 02 (2016)
- Construct Taxiway K (2018)
- Crack Seal Runway 2-20 and Associated Taxiways (2022)

In 2024 Brandley Engineering prepared the engineering design, plans, and specifications for the Crack Seal of the pavements on Taxiway L, North Tie Down Apron; South Tie Down Apron, and Tee Hangar Taxilanes. This project was bid in 2024, and the City is awaiting an FAA grant to proceed with the construction. Brandley Engineering is ready to perform the construction management services for this project.

Our office prepared Pavement Maintenance Management Plans/Pavement Evaluation Studies for the Oroville Municipal Airport in 2012 and 2020 and is very knowledgeable of the soil and pavement conditions at this airport.

Our office prepared the Oroville Municipal Airport Master Plan in 1990 and the Airport Layout Plan (ALP) Update for Oroville Municipal Airport in 2013. We are currently preparing an Airport Layout Plan Update with AGIS for the Oroville Municipal Airport. These Master Plan and ALP Updates provide Brandley Engineering with the background knowledge of the Airport's deficiencies, needs, and priorities to best plan future projects and put forth the optimum justification to gain FAA funding support for the projects.

OROVILLE'S AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP) STRATEGY

We have been planning the Oroville Municipal Airport's Airport Capital Improvement Plan (ACIP) since 1985. The current FAA funding environment has become increasingly competitive requiring solid project justification and need for urgency to successfully gain FAA funding support for large discretionary projects such as the upcoming 2027 design and 2029 construction of the Rehabilitation of Runway 2-20 at Oroville Municipal Airport. Brandley Engineering has the background knowledge and a solid strategy essential to keeping this important project timeline on track while also preserving the other portions of the airport.

Our strategy for the Oroville Municipal Airport ACIP is to place the highest priority on the Rehabilitate Runway 2-20 project as this is the primary runway which is currently exhibiting significant surface distress in the form or cracking. Additional delays in this project's funding timeline will accelerate the surface deterioration, causing additional short term maintenance costs to an already stretched Airport budget and risk damage to aircraft utilizing this runway due to uncontrolled and accelerating FOD. Our strategy to preserve this project's funding timeline includes careful budgeting to allocate the maximum $600,000 available entitlement funds to the expensive construction phase to reduce the large discretionary funding ask as much as possible and careful strategizing to give this project the maximum competitive advantage to compete for the large discretionary funding required for the construction phase of this important project.

The Bipartisan Infrastructure Law (BIL) funding has allocated $137,000 to $159,000 per year for 2022 thru 2026 to Oroville Municipal Airport. This money is available to fund a variety of needs. Brandley Engineering's expertise allows us to optimize the project prioritization of this funding source. For Oroville Municipal Airport, the BIL funding has been prioritized toward the Airport's Rehabilitate Runway 2-20 design in order to demonstrate to the FAA the City's importance of this project. FAA is not favorable to AIP funding of design projects which do not have discretionary funding available for the construction within a few years of the design. By funding the design with BIL funding, the Oroville runway project construction phase is bumped up the priority list above other Airport's who did not receive AIP funding for their design due to limited construction funding availability. With this strategy, Brandley Engineering has prioritized this important project in a way that minimizes the potential for timeline slippage due to FAA funding shortfalls.

There are some AIP entitlement funds and BIL funds which will expire prior to the Rehabilitate Runway 2-20 design and construction phases. Brandley Engineering has developed a strategy to best utilize these funds based on the needs of the Airport while also adhering to the expiring fund budget available in order to avoid taking additional funds away from the important Rehabilitate Runway 2-20 project. These funds have been prioritized for the crack sealing of aprons and taxilanes and remarking of Runway 13-31. This overall strategy has positioned the airport to prioritize the important Rehabilitate Runway 2-20 project while also preserving the portions of the airport which are not included in the Runway 2-20 project. With this strategy, the entire Oroville Municipal Airport is being preserved for the maximum pavement lives.

AIRPORT ENGINEERING SERVICES

Brandley Engineering has performed and supervised airport engineering design and construction management services on airport development projects for over 70 years. Our design and construction management staff consist of a team of qualified, experienced engineers and inspectors in all civil and electrical construction categories. Melissa Brandley, Damon Brandley and Tom Steinkamp, Airport Engineers in our office, collectively have over 50 years' experience in design and construction management of airport development projects.

Our background in geotechnical engineering, pavement evaluation and design, and airport engineering and planning provides the experience and ability to make the best use of local materials and to provide a design that will create a long life, low maintenance project at reasonable initial cost.

Reinard Brandley's research work toward his doctorate at Harvard University was on airfield pavement design and evaluation. It was from this research that he developed the Brandley Fatigue Analysis method of design of airfield pavements. Each section of pavement is evaluated and designed for the forecast aircraft operations anticipated on that section of pavement. This Brandley Fatigue Analysis methodology for evaluation and design of airfield pavements has a 70-year successful performance record with a 90 to 95 percent success rate. Mr. Brandley's vast experience in geotechnical engineering and pavement design on airports

has been passed on to Melissa Brandley and Damon Brandley. As a result, our office has extraordinary capabilities for the design and evaluation of airfield pavements.

This Brandley Fatigue Analysis methodology allows us to accurately forecast remaining pavement life of a pavement section under specific traffic use and to identify the pavement section or subgrade or subsoil section that is the cause of the forecast failure. As a result of this analysis, we can identify when a pavement failure under specified traffic will occur, identify what pavement section item or subsoil will be responsible for the distress, clearly identify the pavement rehabilitation required to correct the deficiency, and provide a specified rehabilitation program and design for the pavement section. As a result of this Brandley Fatigue Analysis methodology, we can repair, rehabilitate, or reconstruct airfield pavements that will provide specified life under designated traffic. With this analysis we can design airfield pavement sections that will provide the specified performance and life at the least possible cost.

1-2 EXPERIENCE

Brandley Engineering has completed numerous airfield engineering and construction management assignments for general aviation airports that directly relate to the projects proposed at the Oroville Municipal Airport. For over 70 years we have provided a broad range of services to all sizes of airports throughout the United States. The projects described on the next several pages have included the types of services that will be required during the engineering and construction management for Airport Development Projects at the Oroville Municipal Airport.

The projects described below were of similar nature and magnitude to those anticipated by the City of Oroville. For all projects our office provided full grant administration services including preparation of project applications to the FAA, engineering design including preparation of plans and specifications, filing all bid documentation with FAA in order to receive the grant and authorization to award the contract, conducting preconstruction conferences, preparation of all requests for reimbursement to the FAA, filing all reports and submittals with the FAA and State, and preparation of final reports and record drawings in order to close out the grants. All projects were funded by the Federal Aviation Administration.

CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS - 2022 CRACK SEAL TAXIWAY L, NORTH TIE DOWN APRON, SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES - 2024

OROVILLE MUNICIPAL AIRPORT – CITY OF OROVILLE

The pavements at Oroville Municipal Airport are old and have developed moderate cracking. The cracks were sealed in 2011. The existing sealant on Runway 2-20 and associated taxiways had deteriorated and new cracks had developed. The PCI was 50-60. In order to protect the underlying pavement layers from damage due to water infiltration, it was required to reseal the existing cracks and seal the new cracks. The crack sealing work on Runway 2-20 and associated taxiways was performed in 2022.

The pavement sections on Taxiway L, North Tie Down Apron, South Tie Down Apron, and Tee Hangar Taxilanes at Oroville Municipal Airport are old and have developed moderate cracking. The cracks were sealed in 2011 but new cracks have since developed. In order to protect the underlying pavement layers from water infiltration, it is required to seal the cracks. The PCI of these pavements is 50 to 60. The engineering design of this project has been completed and it is proposed to construct this project in 2025.

For both crack sealing projects, the existing and new cracks were cleaned by water blasting and filled with new crack sealant material. The crack seal project dissected some existing surface markings. Therefore, all paved surfaces receiving crack sealing were remarked and black enhancement added where required by FAA standards.



CONTACT PERSON – Cody Nissen, Airport Manager, (530) 538-2490, cnissen@cityoforoville.org

SERVICES PROVIDED – Crack surveys, engineering design and preparation of plans, specifications, and reports, including Engineer's Estimate, engineering services during bidding and contract award, construction management services including resident engineering and inspection.

RECONSTRUCT EXISTING RUNWAY 2-20 INCLUDING RUNWAY LIGHTING

TRUCKEE TAHOE AIRPORT – TRUCKEE TAHOE AIRPORT DISTRICT – 2022-2024

This reconstruction consisted of the removal of the existing pavement, recompacting the existing base course, and placing new aggregate base course and new asphalt surface course, resulting in raising the runway 8 inches. A future planned runway widening on one side resulted in a cost benefit analysis of the location of the crown of the runway. It was decided an offset crown to align with the future runway centerline was the best option. A new pavement section was constructed as required to meet the new geometry requirements for cross taxiway fillets. The safety areas were regraded to meet FAA standards and provide adequate drainage.

The existing old direct burial runway lighting system was failing and going to ground. A new runway lighting system was installed, including new lights, cans, electrical duct, wire, and guidance signs. A new regulator was installed in the airfield electrical vault.

CONTACT PERSON – Robb Etnyre, General Manager, (530) 587-4119 x105, robb.etnyre@truckeetahoeairport.com



SERVICES PROVIDED – Topographic surveys, geotechnical studies, engineering design and preparation of plans, specifications, and reports, including Engineer's Estimate, engineering services during bidding and contract award, construction management services including resident engineering, testing, and inspection.









RECONSTRUCT RUNWAYS AND TAXIWAYS, GENERAL AVIATION APRON, AND TEE HANGAR TAXILANES

TRACY MUNICIPAL AIRPORT, OWNER - CITY OF TRACY, CALIFORNIA – 2015-2019

The City of Tracy retained the services of Brandley Engineering to prepare a Pavement Maintenance Management Plan (PMMP) in 2012. This study showed severe cracking of the existing sections of pavement on the runways, taxiways, general aviation tie down apron, and tee hangar taxilanes. It was recommended that reconstruction of the pavements at this airport be completed as early as funding became available. Brandley Engineering prepared the engineering design, plans and specifications for the reconstruction of the runways, taxiways, the general aviation apron, and the tee hangar taxilanes such that plans and specifications were “on the shelf” ready to bid.

The reconstruction of airfield pavements at the Tracy Municipal Airport was performed in stages. The first stage was the reconstruction of the runways and taxiways. This project originally consisted of only the reconstruction of the Runway 12-30 and associated taxiways. During the bidding process, FAA determined they had the available funding to issue a grant for both runways and all taxiways. Brandley Engineering prepared an addendum to add the reconstruction of Runway 8-26 and associated taxiways as an additive alternate.

The second stage consisted of the reconstruction of the general aviation apron (608,900 sq. ft.) including grading, drainage, paving, marking, and tie downs. The third and final phase consisted of the reconstruction of the tee hangar taxilanes to the hangar area (718,470 sq. ft.). Existing drainage in the tee hangar development area was sheet flow over the total 300-foot width of the old landing strip at Tracy Municipal Airport. Each of the hangars flooded during any storms that occurred at the airport. The design of the reconstruction of the hangar taxilanes was prepared to eliminate this flooding within the buildings by regrading the pavements between the buildings such that they slope away from the buildings to a swale. New drain lines were installed as needed.

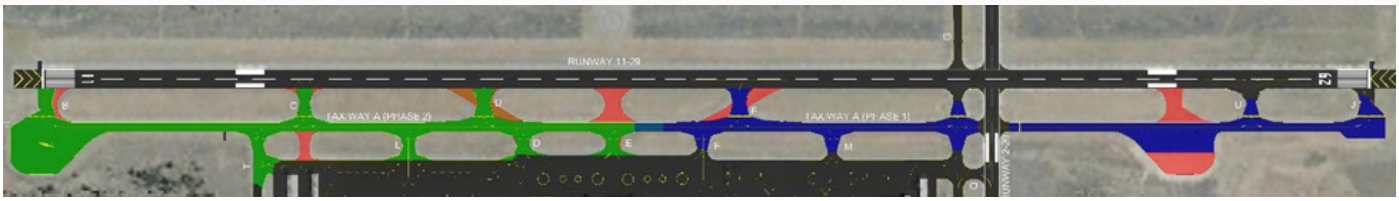
This project included significant drainage studies and design of a new drainage system for the entire airport including all runways, taxiways, infields, aircraft parking aprons and tee hangar areas.

CONTACT PERSON – Paula Jessup, Airport Manager, Tracy Municipal Airport, (209) 831-6215, Paula.Jessup@cityoftracy.org

SERVICES PROVIDED – Environmental document (Cat Ex), topographic surveys, geotechnical studies, engineering design and preparation of plans, specifications, and reports, including Engineer’s Estimate, engineering services during bidding and contract award, construction management services including resident engineering, testing, and inspection, final project closeout with City and FAA.

RECONSTRUCT TAXIWAY A AND CROSS TAXIWAYS PHASES 1 AND 2

TRUCKEE TAHOE AIRPORT – TRUCKEE TAHOE AIRPORT DISTRICT - 2016-2021



The Truckee Tahoe Airport District scheduled the reconstruction of the pavements on the parallel Taxiway A and cross taxiways in two phases. The east portion of the taxiway was reconstructed in 2016. The west portion of the taxiway was reconstructed in 2021. These projects included excavation, stabilization of subgrade soils, pulverizing existing base course and asphalt and reusing as subbase course, grading, drainage, paving, marking, new solar powered taxiway edge lights and new guidance signs.

During the Phase 2 project, discussions were held with the FAA NAS Planning and Integration team regarding the FAA pull boxes for the REIL which were located in Taxiway Safety Areas and did not meet FAA current standards. It was determined that the most cost-effective solution was to replace the existing conduit and pull boxes and realign the conduit run so that it was a more direct routing with fewer taxiway crossings. This work was included in this project.

CONTACT PERSON – Robb Etnyre, General Manager, (530) 587-4119 x105, robb.etnyre@truckeetahoeairport.com

SERVICES PROVIDED – Environmental document (Cat Ex), topographic surveys, geotechnical studies, engineering design and preparation of plans, specifications, and reports, including Engineer's Estimate, engineering services during bidding and contract award, construction management services including resident engineering, testing, and inspection, final project closeout with District and FAA.

RECONSTRUCT AND WIDEN RUNWAY 17-35, EXIT PAVEMENTS, AND AIRFIELD LIGHTING

UNIVERSITY AIRPORT, DAVIS, CALIFORNIA – 2021-2024

R/W 17-35 was reconstructed and widened by 10 feet on the east side including a reconstructed and new widened pavement section and blast pads. This project required grading and stabilization of the RSA and replacement of the existing non-standard runway lighting system with a new lighting system including new duct, cable, light bases, lights, REIL, PAPI and segmented circle and wind cone. The project also included replacing the existing electrical "closet" with a new stand-alone electrical vault building.

CONTACT PERSON – Alex Cain, Project Manager, (530) 564-2341, ajcain@ucdavis.edu

SERVICES PROVIDED – Topographic surveys, geotechnical studies, engineering design and preparation of plans, specifications, and reports, including Engineer's Estimate, engineering services during bidding and contract award, construction management services including resident engineering, testing, and inspection.



A matrix showing representative airport engineering and construction management tasks performed by Brandley Engineering over the past 10 years is included below.

BRANDLEY
ENGINEERING

Representative Design & Construction Management - 2013 Through 2024

	AIRFIELD PAVEMENTS	LIGHTING AND SIGNAGE	ELECTRICAL SYSTEMS	NAVAIDS	FENCING/ACCESS CONTROL SYSTEMS	DRAINAGE	FUELING	CONSTRUCTION MANAGEMENT
Alturas Municipal Airport	✓	✓	✓	✓		✓		✓
Beckwourth - Nervino Airport	✓	✓	✓	✓		✓	✓	✓
Bryant Field	✓	✓	✓	✓		✓		✓
Chester - Rogers Field	✓	✓	✓	✓	✓	✓		✓
Chico Municipal Airport	✓	✓	✓	✓	✓	✓		✓
Chowchilla Municipal Airport	✓	✓	✓	✓		✓		✓
Colusa County Airport	✓	✓	✓	✓	✓	✓	✓	✓
Fresno Chandler Executive Airport	✓	✓		✓		✓		✓
Georgetown Airport	✓	✓	✓	✓	✓	✓		✓
Lake Tahoe Airport	✓	✓	✓	✓	✓	✓		✓
Lampson Field Airport	✓			✓				
Lincoln Regional Airport	✓	✓	✓	✓	✓	✓	✓	✓
Madera Municipal Airport	✓	✓	✓	✓	✓	✓		✓
Mammoth Yosemite Airport	✓	✓	✓	✓	✓	✓		✓
Nevada County Airport	✓		✓	✓				✓
Oroville Municipal Airport	✓	✓		✓		✓		✓
Placerville Airport	✓	✓		✓	✓	✓		✓
Quincy - Gansner Field	✓	✓	✓	✓		✓		✓
Sacramento Executive Airport	✓	✓	✓	✓		✓		✓
Sacramento Mather Airport	✓							✓
Sacramento International Airport	✓	✓	✓			✓		✓
Stockton Metropolitan Airport	✓	✓	✓	✓		✓		✓
Tracy Municipal Airport	✓	✓	✓	✓		✓		✓
Truckee Tahoe Airport	✓	✓	✓	✓		✓		✓
Tulelake Municipal Airport	✓					✓		✓
University Airport - Davis	✓	✓	✓	✓		✓		✓
Visalia Municipal Airport	✓	✓	✓	✓	✓	✓		✓
Watsonville Municipal Airport	✓	✓	✓	✓		✓		✓

1-3 WORKING WITH GOVERNMENTAL AGENCIES

The office of Brandley Engineering has worked with, and personally knows, key Federal Aviation Administration personnel in District, Regional and Headquarters offices. One hundred percent of our work is for airports assigned to the FAA SFO ADO. The longevity and reputation of our firm has resulted in a very close relationship with the FAA staff at the San Francisco ADO and Western Pacific Region. In fact, we have worked with most of the FAA San Francisco ADO staff for the majority of their careers at the FAA. This long and close working relationship with the FAA SF ADO, including Jeffrey Spener, Reginald Dones, and David Wickens, allows us easy access to members of the staff for quick and responsive coordination and reviews of all projects. This close relationship provides us with the knowledge of each staff member's expectations, allows us to craft documents for our clients that anticipate the potential FAA roadblocks and address them before they become an issue.

Our close working relationship with District, Regional and Headquarters Offices of the FAA allows us easy access to all members of the staff for quick and responsive coordination and reviews of all projects. This excellent relationship also enables our office to be in the unique position of being made aware of when airport improvement and planning funds are available to our clients. When funds are made available, we act quickly to coordinate with our clients on how to maximize the use of these funds and prepare applications to the FAA for improvement or planning grants.

We are familiar with all FAA requirements and have assisted in the review and writing of many of the Advisory Circulars pertaining to engineering design and construction management. This close working relationship enables us to coordinate with FAA to navigate any engineering design or construction challenge, simplifies coordination, reviews, approvals and funding availability. Ninety-five percent of the work performed by our office is funded by the FAA. All projects listed in this section of the Statement of Interest and Qualifications were funded under an FAA AIP or BIL/AIG grant.

The experience of our firm in working with all branches of the Federal Aviation Administration for over 70 years has enabled all staff members to be very familiar with procedures, regulations, funding, and all other aspects pertaining to airport architectural/engineering and construction management services. All staff members are kept up to date on all FAA Advisory Circulars and Planning Guidelines.

> "Mr. Brandley, as well as his team, have extensive experience with the FAA AIP Grant program and has assisted the District successfully to complete many FAA AIP Grant Projects."
>
> ~Kevin Smith - Former General Manager, Truckee Airport

Our office keeps up to date on all policies and procedures of the FAA on the following:

- Preparation and submittal of Airport Capital Improvement Program (ACIP) and grant applications.
- Review process of plans and specifications.
- Pavement Maintenance Management Plans (PMMP)
- Environmental processes for design and construction projects
- Construction management requirements
- Project and grant closeout.
- FAA policies and grant compliance requirements

By being up to date on these policies, we are an asset to our clients in submitting required documents accurately and within a timely manner.

Brandley Engineering works closely with Caltrans Division of Aeronautics and is up to date with Caltrans policies on matching grants, policies, and regulations. When our clients receive FAA grants, our office assists them with preparing the Caltrans matching grant applications so that they receive their 5% match on their AIP grants. In addition, when Caltrans performs Federal Aviation Administration (FAA) Airport Master Record (FAA Form 5010-1) update and State permit compliance inspections, our office assists our clients with interpreting, troubleshooting, and negotiating any issues identified in these inspections. These issues often include obstructions to various surfaces, incorrect markings, pavement deficiencies, and required updates to the Airport Master Record. Brandley Engineering works with our clients and Caltrans to solve these issues and bring their airports into compliance.

Brandley Engineering has the expertise and experience to ensure smooth, timely and cooperative FAA and Caltrans approvals of all development projects for Oroville Municipal Airport.

1-4 SUPPORTING INFORMATION

Brandley Engineering has provided airport engineering and construction management services for over 70 years and for the Oroville Municipal Airport for the last 40 years. We have committed our Project Manager, Melissa Brandley, to fully address the needs of the Airport for the full term of the assignment. Ms. Brandley is supported by talented airport engineers and inspectors and by environmental and electrical engineering specialists and senior quality control engineers. All of the Brandley Engineering staff has an extensive working knowledge of the Oroville Municipal Airport, its relationship with the FAA and the tasks required to complete Airport engineering and construction management projects within the proposed schedules. A detailed staffing plan and qualifications and resumes of staff members is provided in Section 2 of this Statement of Qualifications.

The Brandley Engineering team of seasoned professionals brings more than 70 years of airport engineering and construction management experience. We place a high importance on preparing clearly written documents based on a thorough knowledge of the Airport and using sound reasoning clearly explained, rigorous quality control and a solid airport engineering foundation.

1-5 DEMONSTRATED ABILITY TO RESPOND QUICKLY

Brandley Engineering is available and committed to provide engineering and construction management services to the City of Oroville for the Oroville Municipal Airport over the next five years. We have been providing these services to the City since 1985 and will continue to work with the City on the important development planned for the Oroville Municipal Airport.

It is understood that responsiveness is of the essence. The Brandley Engineering Team's ability to complete projects in a timely and efficient manner centers around the development of a qualified staff which works together as an efficient team and an organized approach to anticipate and avoid potential stumbling blocks which can result in costly delays. Project staffing workload in our office is largely controlled by limiting the number and type of projects to which we submit proposals and by minor adjustments to staffing. We do not respond to every RFQ as we understand that doing so would jeopardize our ability to provide the quality service our company is known for to our existing clients. However, as Oroville is one of our longest standing clients, we have reserved space in our workload to provide the time and attention required for the projects anticipated at Oroville Municipal Airport.

The Brandley Engineering Team's ability to complete projects in a timely and efficient manner centers around the development of a qualified staff which works together as an efficient team and an organized approach to anticipate and avoid potential stumbling blocks which can result in costly delays. Our approach to airport engineering and design projects starts with placing a high importance on maintaining consistent involvement and communication with the client and the FAA staff at the San Francisco ADO and Regional Offices.

All members of the Brandley staff can begin work immediately following contract execution as needed on Oroville Municipal Airport projects. We schedule the work as soon as we receive authorization to proceed on a project and hold weekly meetings to ensure all projects are being completed on time and within budget.

Melissa will continue to be the point of contact for all airport engineering design and construction performed for the Oroville Municipal Airport. Our team understands the importance of responding quickly to client and FAA questions and requests and can make ourselves available for in person meetings, Zoom meetings, or phone calls with short notice.

The office of Brandley Engineering has a proven track record of producing projects on time and within budget. Our track record with FAA of successfully meeting very tight schedules has resulted in FAA's confidence to offer last minute funding to our clients.

One example of our demonstrated ability to meet difficult schedules and timelines is as follows:

The Regents of the University of California Davis planned the Reconstruct and Widen Runway 17-35, Runway Safety Area Grading and Electrical Improvements project at the University Airport for construction in 2021. They signed a contract and issued a Work Authorization for Brandley Engineering for the engineering design of this project on October 7, 2020. To meet FAA funding deadlines the project needed to be advertised for bids in February of 2021.

Brandley completed the preliminary design and submitted preliminary plans and specification for the project on December 1, 2020 (less than 2 months after receiving the Work Authorization). This placed Brandley Engineering on track to have a complete bid ready package by end of January 2021. However, on December 8, 2020, FAA notified the Airport that

construction discretionary funding for this project was not available for the 2021 AIP grant cycle. Brandley Engineering then worked with the Airport to re-strategize the funding priorities for the available entitlement funds and identified the Beacon Replacement and a Pavement Maintenance Management Plan as the most viable projects. The timeline for the design of the Beacon Replacement project was critical and required complete bid ready plans and specifications by middle of February 2021.

Brandley Engineering received authorization to begin design of the Beacon Replacement project on December 8, 2020. Design included geotechnical studies, investigation of the existing beacon electrical system, investigation of existing utilities in the vicinity of the new beacon tower, layout and design of the new beacon tower, aeronautical analysis to establish the new beacon tower height and design of a new electrical system serving the beacon including vault work, new duct, cable, photocell, relays etc. Special care was taken to ensure all new electrical items met fire code compliance requirements related to the proximity of an existing propane tank near the new beacon tower location. The engineering design including complete bid ready plans, specifications and engineers report were completed and advertised for bids on February 14, 2021. Bids were opened on March 2, 2021, and Notice to Proceed issued to the contractor on March 31, 2021. University Airport was able to proceed with this important project as a direct result of the special capability of Brandley Engineering to complete engineering design projects on expedited timelines.

Once the beacon project design was complete, our attention returned to the completion of the runway reconstruction and widening design. FAA determined that funding would be available for the runway reconstruction and widening project in the 2022 fiscal year. Our office completed plans and specifications ready for bid in February 2022. Bids were opened on March 9, 2022. Brandley Engineering completed construction management, resident engineering and inspection on the construction phase of this project in April 2024.

STAFF AND SUBCONSULTANT QUALIFICATIONS

2-1 ORGANIZATIONAL STRUCTURE

Brandley Engineering has one of the most unique and highly qualified design teams. As a family business, our team consists of the second generation of Brandley Engineering, Melissa Brandley and Damon Brandley. Both Melissa and Damon Brandley planned on continuing the Brandley Engineering legacy from an early age and began working for the company as teenagers. As a result, our design team's background, education, and abilities have been carefully planned to perfectly complement each other to create the best possible team. Our approach to building a highly qualified design team centers on advanced education and knowledge, as these are the key ingredients to solving very difficult and complicated engineering challenges. All project managers have advanced master's degrees in civil engineering and extensive airport engineering and construction management experience.

Damon Brandley's master's degree in pavements and materials perfectly complements Melissa Brandley's master's degree in geotechnical engineering. This, combined with their many years under the guidance of Reinard W. Brandley with his extensive knowledge and over 70 years of experience in the airport engineering field, creates the ideal team to solve any engineering design challenge. Melissa and Damon Brandley are supported by a veteran team of five engineers, drafters, and support staff with extensive experience in airport design, construction management, planning and environmental. Every employee of Brandley Engineering has spent their entire aviation career with our firm.

The project staffing for the office of Brandley Engineering has been structured to utilize experienced project managers, engineers, planners, technicians, and administrative personnel. Project staffing workload in our office is largely controlled by limiting the number and type of projects to which we submit proposals and by minor adjustments to staffing. We have reserved space in our workload to provide the time and attention required for the projects anticipated at Oroville Municipal Airport over the next five years.

All members of the Brandley Engineering staff can begin work immediately following contract execution as needed on Oroville Municipal Airport projects. Brandley Engineering schedules the work as soon as we receive authorization to proceed on a project and holds weekly meetings to ensure all projects are being completed on time and within budget.

All members of the Brandley Engineering team have extensive knowledge of FAA regulations, policies, and procedures, including:

- Airport Capital Improvement Plans (ACIP)
- Airport Improvement Program (AIP) FAA grant funding
- Pavement Maintenance Management Plans (PMMP)
- Environmental processes for design and construction projects
- 7460-1 preparation and submittal on OE/AAA website
- Review process of plans and specifications
- Bidding process
- Award process including all required submittals to FAA
- FAA Quality Control and Quality Assurance requirements
- Inspection requirements for all materials
- Standard Operating Procedures (SOP) for Construction Project Change Orders
- Construction management requirements
- Project/grant closeout.

The basic design of a project can generally be prepared by any qualified engineer, but it is the details incorporated in the design that can make the difference between a short-lived, high-maintenance project and a long-life, low-maintenance project. Knowledge required to develop and incorporate the design details into a set of plans and specifications is obtained by advanced graduate schooling, experience, and research. All members of the Brandley Management Team have completed advanced graduate schooling with master's degrees. This will ensure all projects at Oroville Municipal Airport will be properly designed and result in long-life, low-maintenance projects.

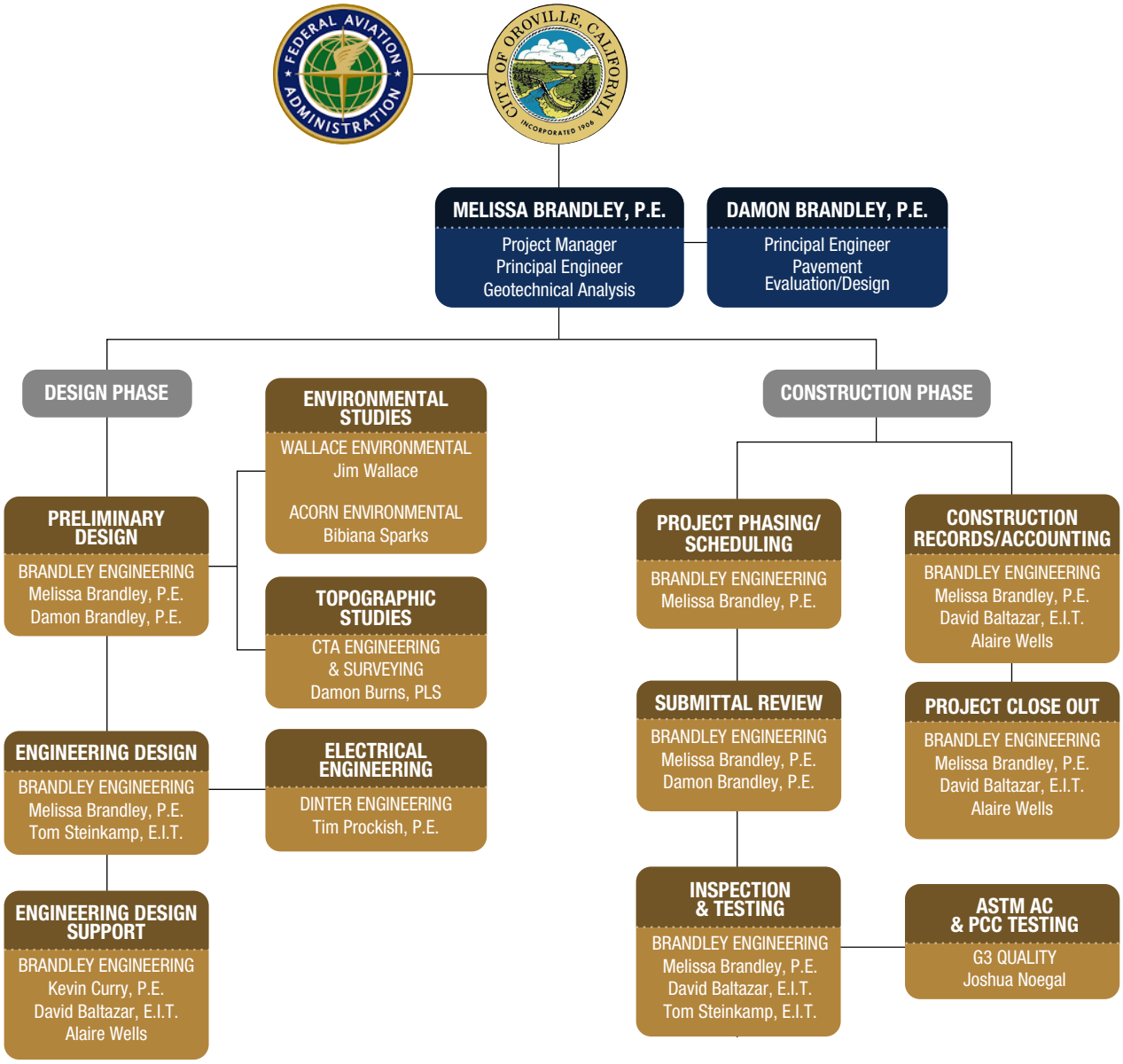
The engineering design and construction management work performed for the City of Oroville on Oroville Municipal Airport projects will be managed by Melissa Brandley, P.E. Melissa will also be responsible for all Geotechnical evaluation and design.

The Pavement Maintenance Management Plan work and pavement section design performed for Oroville Municipal Airport will be managed by Damon Brandley, P.E. An Organization Chart for engineering design and construction management is presented below. The experience of each key staff member in the Brandley Engineering Team is presented at the end of this section including narrative descriptions, resumes, and licenses.

Our extensive experience in airport design throughout the United States places us in a unique position to provide inhouse a complete engineering service for design and construction supervision. The only subconsultants we will utilize for engineering and construction management services are for environmental services for preparation of Categorical Exclusions, electrical engineering for electrical infrastructure, topographic surveys, certified ASTM testing for construction management projects and DBE plan and goal preparation.

Resumes of key staff and key subconsultants including environmental, electrical engineering and certified ASTM testing for construction are included below. Resumes of minor subconsultants for topographic surveys, and DBE plan and goal preparation are available upon request.

The organizational chart presented below shows the management structure that is proposed to implement Oroville Municipal Airport architecture/engineering and construction management projects.



Melissa S. Brandley, P.E.

BRANDLEY ENGINEERING

Project Manager/
Project Engineer/
Geotechnical Studies



YEARS OF EXPERIENCE
20 with Brandley

EDUCATION
BS Civil Engineering
Texas A & M, 2003

ME Civil Engineering
Geotechnical Engineering
Texas A & M, 2004

LICENSE
California Professional
Engineer - C 71139

CONTACT
C. (916) 316.1415
O. (916) 652.4725
Melissa@BrandleyEng.com

Melissa Brandley has been on staff since 2004 and will be Project Engineer and Project Manager and point of contact for all airport engineering and construction management projects for Oroville Municipal Airport projects. She has provided all project management services for projects related to the Oroville Municipal Airport since 2012. Ms. Brandley is a major partner in Brandley Engineering and part of the second generation of Brandley Engineering. She is a registered Civil Engineer in the State of California (C 71139). Ms. Brandley received bachelor's & master's degrees in Civil Engineering from Texas A&M University with an emphasis in Geotechnical Engineering.

Melissa Brandley worked for Brandley Engineering for six summers during high school and college learning the basics of airport design and complying with FAA design standards and advisory circulars. She has been a full-time staff member and major partner in Brandley Engineering for 20 years since completing her university studies in 2004. She has conducted construction management, testing, and inspection on airports over the past 20 years.

Melissa Brandley's vast airport planning and design experience covers every facet of airport engineering including design of runways, taxiways, aprons, hangar developments, helicopter parking areas, roads, parking lots, drainage systems, lighting systems, navigational aids and fencing. Her graduate school studies in Geotechnical Engineering ensures that each design incorporates a detailed geotechnical evaluation of local soil conditions. This experience coupled with extensive knowledge of FAA standards and advisory circulars results in a design that meets all FAA standards and addresses unique local conditions and needs of the airport.

Melissa is the lead engineer in all Geotechnical Engineering evaluations and reports. Melissa's master's degree in Geotechnical Engineering ensures that each design project includes a detailed Geotechnical testing plan, the local soil conditions are properly evaluated, and the ultimate design adequately addresses any potential subgrade strength challenges. For each engineering design project, Melissa's detailed Geotechnical Engineering Report includes evaluation of the site geology and subsurface conditions, soil corrosion potential, frost susceptibility and risk, seismic evaluation including surface fault rupture, liquefaction and dynamic seismic settlement risk, and recommendations for site work preparation, and pavement subgrade design strength. Melissa's Geotechnical Engineering background is also invaluable to evaluating and resolving complicated geotechnical construction challenges such as soft and unstable subgrade.

Melissa is also the lead engineer for all storm water drainage evaluation and design projects. Her experience and knowledge of water resource and storm water drainage engineering principles is invaluable to ensuring all Brandley Engineering airports are designed to properly accommodate local storm water challenges. She recently completed whole airport storm water evaluation and design projects at Madera Municipal Airport, Visalia Municipal Airport and Watsonville Municipal Airport.

Melissa Brandley's airport design expertise is equally complimented with her knowledge and experience in construction management. She has been the Resident Engineer overseeing each phase of construction on most of her design projects. This unique combination of design and construction management expertise ensures that each project is designed with an emphasis on anticipating and addressing unique construction challenges in order to avoid costly change orders and delays during construction.

RELEVANT EXPERIENCE

Representative projects on which Melissa has been Project Manager/Project Engineer/Resident Engineer for Brandley Engineering are as follows:

- **Oroville Municipal Airport – Crack Seal Taxiway L, North Tie Down Apron, South Tie Down Apron, and Tee Hangar Taxilanes - 2024**
- **Mammoth Yosemite Airport** – Reconstruct General Aviation and Temporary Terminal Parking Lot – 2024

Melissa Brandley - Project Manager/Project Engineer/Geotechnical Studies - CONTINUED

- **Georgetown Airport** – Replace Airport Beacon and Beacon Tower - 2024
- **Tracy Municipal Airport** – Crack Seal, Slurry Seal, and Minor Pavement Patching – Entrance Road and Parking Lot, Crack Seal and Slurry Seal Tee Hangar Taxilanes – 2023-2024
- **Chowchilla Municipal Airport** – New Beacon on Beacon Tower – 2023
- **Oroville Municipal Airport – Crack Seal Runway 2-20 and Associated Taxiways - 2022**
- **Mammoth Yosemite Airport** – ARFF/Snow Removal Facility – Site Work – 2022-2024
- **Madera Municipal Airport** – Airfield Drainage Improvements – 2022
- **Colusa County Airport** – Rehabilitate Runway Lighting and Signage – 2022-2023
- **Chowchilla Municipal Airport** – Rehabilitation of Runway 12-30 and Airfield Electrical – 2021-22
- **Colusa County Airport** – Crack Seal and Slurry Seal Runway 13-31 including changing Runway Identification Numbers – 2021
- **Visalia Municipal Airport** – Seal Cracks and Remark Airfield Pavements - 2020
- **Visalia Municipal Airport** – Upgrade Airfield Guidance Signs - 2019
- **Oroville Municipal Airport – Construct Taxiway K – 2018**
- **Tracy Municipal Airport** – Tee Hangar Taxilanes – 2018
- **Visalia Municipal Airport** – Aircraft Hangar Buildings – 2018-19
- **Tracy Municipal Airpor**t – New 2-box PAPI Runway 30, Power Upgrades for PAPIs Runways 12, 8, and 26, Replace AWOS – 2017
- **Visalia Municipal Airport** – Reconstruct Apron A2 – 2017
- **Tracy Municipal Airport** – Reconstruct General Aviation Tie Down Apron - 2017
- **Madera Municipal Airport** – Reconstruct General Aviation Apron Phase 2 – 2016
- **Tracy Municipal Airport** – Reconstruct Runways and Taxiways – 2015
- **Alturas Municipal Airport** - Rehabilitate Airfield Pavement Joints & Cracks, Slurry Seal Airfield Pavements, Remark Airfield Pavements - 2014
- **Stockton Metropolitan Airport** – Rehabilitate R/W and T/W Lights and Signs – 2014
- **Watsonville Municipal Airport** – Reconstruct T/W C and GA Apron Phase 1 – 2014
- **Oroville Municipal Airport – North Side Apron Rehabilitation – 2013**
- **Alturas Municipal Airport** - Medium Intensity Taxiway Edge Lights, Taxiway B Complex - 2012
- **Visalia Municipal Airport** – East Side Drainage Upgrade – 2012
- **Rogers Field, Chester** – Reconstruct Tee Hangar Taxilanes – 2012
- **Tulelake Municipal Airport** – Rehabilitation of Aircraft Parking Apron - 2012
- **Madera Municipal Airport** – Rehabilitation of General Aviation Apron Phase 1 - 2012

Representative projects on which Melissa has been the lead engineer for the Geotechnical Evaluation and Reports:

- **Madera Municipal Airport** – Rehabilitate Apron A2 – 2024 - 2025
- **Roger's Field** – Expand Existing Fuel Storage Tanks – 2024 - 2025
- **Truckee Tahoe Airport** – Reconstruct Apron A2 – 2024 - 2025
- **Nevada County Airport** -Reconstruct Ramp 4 Taxilanes and Access Road – 2024 - 2025
- **University Airport, Davis** – Relocate and Replace Automated Weather Observation System (AWOS III P/T)
- **Gansner Field** – New Beacon Tower and Beacon - 2024
- **Mammoth Yosemite Airport** – Reconstruct General Aviation and Temporary Terminal Parking Lot – 2023
- **Mammoth Yosemite Airport** – ARFF/Snow Removal Facility Site and Building – 2022
- **Mammoth Yosemite Airport** – Relocate and Upgrade Automated Weather Observation System (AWOS) – 2022
- **Alturas Municipal Airport** – Remove Existing FAA VASI and Install New FAA 4-box PAPI – 2022
- **Chowchilla Municipal Airport** – New Beacon and Beacon Tower – 2022
- **Healdsburg Municipal Airport** – Construct New Taxiway A2 – 2022
- **Truckee Tahoe Airport** – Reconstruct Existing Runway 2-20 – 2022
- **University Airport, Davis** – Reconstruct and Widen Runway 17-35 – 2021
- **University Airport, Davis** – New Beacon Tower and Beacon – 2021

Damon Brandley, P.E.

BRANDLEY ENGINEERING

Principal Engineer/
Project Engineer



YEARS OF EXPERIENCE
22 with Brandley

EDUCATION
BS Civil Engineering
Texas A & M, 2000

MS Civil Engineering
Transportation Engineering
University of Illinois, 2001

LICENSE
California Professional
Engineer - C 66558

CONTINUING EDUCATION
AAAE GIS Conference
and Exhibition

CONTACT

C. (916) 316.0544

O. (916) 652.4725

Damon@BrandleyEng.com

Damon Brandley has been on staff since 2002 and will be the Project Engineer on airport engineering and construction management projects for Oroville Municipal Airport. Mr. Brandley is a major partner in Brandley Engineering and part of the second generation of Brandley Engineering. He is a registered Civil Engineer in the State of California (C 66558). Damon is committed to provide engineering services for Oroville Municipal Airport Projects for the next five years. Damon will be responsible for all pavement section designs, pavement material submittal review, preparation of the Pavement Maintenance Management Plan and assisting Melissa with Project Management as needed.

Damon completed a Research Assistantship at the University of Illinois in Champaign/Urbana while completing his master's degree. This research was conducted in conjunction with the FAA's Center of Excellence in Airport Pavement Research. His work as a Research Assistant included airfield pavement design, and testing, Super Pave asphalt mix designs, and various other research projects.

Damon has been lead engineer for Pavement Evaluation Studies over the past 14 years. He has been involved in all aspects of these studies including soil testing, pavement testing, pavement inspections, calculation of the remaining life of the pavements under forecast traffic, and the development of the Pavement Management Maintenance Plans (PMMP) for more than 30 airports including Oroville Municipal Airport. Damon is responsible for all pavement section designs and pavement material submittal reviews for Brandley Engineering projects. Mr. Brandley's master's degree and experience in the evaluation and design of airfield pavements is invaluable to our clients in the design and construction management of pavement rehabilitation, reconstruction, and/or maintenance projects.

Damon has conducted construction management, testing, and inspection on many airports since 2002. Damon's master's degree in pavement materials ensures all pavement specifications and material submittals are adequate and provide the required loading support per the design specifications and any material related construction challenges are properly analyzed to determine the root cause and proper solution in order to facilitate a long life, low maintenance finished product.

Damon has the ability to delegate responsibilities for each project including drafting of plans, preparation of specifications and reports, preparation of estimates, and inspection and testing of construction projects. The staff of Brandley Engineering respect his capabilities and are ready and willing to assist him on all projects.

Damon is experienced in the design of runways, taxiways, aprons, helipads and helicopter parking areas, hangar developments, terminal developments and roads on airports.

RELEVANT EXPERIENCE

Representative projects on which Damon was Project Manager/Engineer/Construction Manager for Brandley Engineering include the following:

- **Nevada County Airport** – Reconstruct Ramp 4 Taxilanes, Crack Repair Ramp 4 Taxilanes, Reconstruct Ramp 4 Access Road – 2024 - 2025
- **University Airport, Davis** – AWOS III P/T – 2023-2024
- **Watsonville Municipal Airport** – Pollution Control System – Wash Rack – 2024
- **Gansner Field, Quincy** – New Beacon and Beacon Tower – 2023-2024
- **Nervino Airport and Rogers Field, Plumas County** – Reseal Joints in Runway Pavements - 2022-2024
- **Healdsburg Municipal Airport** – Remove Taxiways, Rehabilitate Taxiway Lighting and Signage – 2023-2024
- **Alturas Municipal Airport** - Reseal Joints and Cracks in Airfield Pavements - R/W 13-31 and T/W B, Displace Runway 31 Threshold 200 feet and Associated Airfield Marking and Lighting and REILs, and Remove Existing FAA VASI and Install New FAA 4-box PAPI on Runway 31 - 2023

Damon Brandley - Principal Engineer/Project Engineer - CONTINUED

- **Mammoth Yosemite Airport** - Relocate and Upgrade Automated Weather Observation System (AWOS III/PT) – 2022-2023
- **University Airport, Davis** – Runway 17-35 Reconstruction and Widening, Exit Pavements, and Airfield Lighting – 2022-2023
- **Truckee Tahoe Airport** – Reconstruct Existing Runway 2-20 including Airfield Electrical – 2022-2023
- **Truckee Tahoe Airport** – Reconstruct Taxiway A West – 2021
- **Mammoth Yosemite Airport** - Construction of Security Gates & Terminal Area Fence - 2021-2022
- **Mammoth Yosemite Airport** – Reconstruct East General Aviation Apron – 2020
- **Nervino Airport, Beckwourth** – Fuel Farm Expansion – 2020
- **Lincoln Regional Airport** – New Fuel Farm – 2019
- **Truckee Tahoe Airport** – Executive Hangar Development - 2018
- **Truckee Tahoe Airport** – Reconstruct Taxilane R – 2018
- **Mammoth Yosemite Airport** – Upgrade Segmented Circle and Wind Cone – 2018-2019
- **Sacramento Executive Airport** – Removal of Runway 16-34 - 2017
- **Truckee Tahoe Airport District** – Tahoe City Helipad - 2017
- **Alturas Municipal Airport** – Construct Helicopter Parking Apron – 2016
- **Sacramento International Airport** – Reconstruction of Taxiway D – 2016
- **Truckee Tahoe Airport** – Reconstruct Taxiway A - 2015
- **Chico Municipal Airport** – Reconstruct Aircraft Parking Apron - 2015
- **Truckee Tahoe Airport** – Reconstruct Apron A4 - 2015
- **Truckee Tahoe Airport** – 2014 Airfield Maintenance Projects
- **Lake Tahoe Airport** – Reconstruction of General Aviation Apron – 2013-14
- **Truckee Tahoe Airport** – 2013 Airfield Maintenance Projects
- **Tahoe City** - Helipad Feasibility - 2012
- **Chico Municipal Airport** – Reconstruct Taxiway H - 2011
- **Truckee Tahoe Airport** – Runway 10-28 Rehabilitation and 2011 & 2012 Pavement Maintenance Projects – 2011-12
- **Oroville Municipal Airport – Crack Seal Pavements, Airfield Guidance Signs – 2011**
- **Truckee Tahoe Airport** – Reconstruct Runway 10-28 (11-29) - 2011

Over the past several years Damon Brandley has prepared PMMPs for the following airports:

- **Plumas County Airports** – Nervino Airport, Gansner Field, Rogers Field – 2024
- **Colusa County Airport** – 2024
- **Oroville Municipal Airport - 2023**
- **Watsonville Municipal Airport** - 2021
- **Nevada County Airport** - 2021
- **Truckee Tahoe Airport -** 2021
- **Chowchilla Municipal Airport (PCI)** – 2018
- **Alturas Municipal Airport** – 2017
- **Lake Tahoe Airport** – 2017
- **Chico Municipal Airport** – 2017
- **Fresno Chandler Executive Airport** – PCI Update - 2016
- **Stockton Metropolitan Airport** – 2016
- **Sacramento County Airports** – Sacramento International, Sacramento Mather, and Sacramento Executive – 2015-16
- **Madera Municipal Airport –** 2014
- **Mammoth Yosemite Airport** – 2014
- **Tracy Municipal Airport** – 2013
- **Truckee Tahoe Airport,** Truckee, California – 2011

Thomas A. Steinkamp, E.I.T.

BRANDLEY ENGINEERING

Airport Engineer/
Resident Engineer

YEARS OF EXPERIENCE
50 Total
40 with Brandley

EDUCATION
BS Mechanical Engineering
Oregon State University, 1979

Tom Steinkamp has been on staff since 1984 and will serve as Airport Engineer and Resident Engineer for the Oroville Municipal Airport.

Mr. Steinkamp brings a dynamic engineering background to this firm with over 50 years of experience in engineering design. This experience began with a mechanical engineering degree and continued with 10 years of active employment with a civil engineering, consulting/materials testing firm as a project designer and materials testing technician.

Since he began working for Brandley Engineering in 1984, Mr. Steinkamp has developed a thorough knowledge of the principles and practices of civil and airport engineering and airport planning with knowledge of and experience with FAA regulations, requirements, practices, design criteria and advisory circulars.

Tom has been providing engineering and planning services for the Oroville Municipal Airport since 1984 including the preparation of the updated Airport Layout Plan Drawings.

RELEVANT EXPERIENCE

Representative projects on which Tom was Project Engineer for Brandley Engineering are as follows:

- **Oroville Municipal Airport – Crack Seal Taxiway L, North Tie Down Apron, South Tie Down Apron, and Tee Hangar Taxilanes - 2024**
- **Mammoth Yosemite Airport** – Taxiway Connector and Access Road – 2024
- **Watsonville Municipal Airport** – Wash Rack – 2024
- **Georgetown Airport** – New Beacon and Beacon Tower - 2024
- **Nevada County Airport** – Reconstruct Ramp 4 Taxilanes, Crack Repair Ramp 4 Taxilanes, Reconstruct Ramp 4 Access Road - 2024
- **Alturas Municipal Airport** - Reseal Joints and Cracks in Airfield Pavements - R/W 13-31 and T/W B, Displace Runway 31 Threshold and REILs, and Remove Existing FAA VASI and Install New FAA PAPI - 2023
- **Chowchilla Municipal Airport** – New Beacon on Beacon Tower – 2023
- **Mammoth Yosemite Airport** – Reconstruct General Aviation and Temporary Terminal Parking Lot – 2024
- **Oroville Municipal Airport – Crack Seal Runway 2-20 and Associated Taxiways - 2022**
- **Truckee Tahoe Airport** – Reconstruct Existing Runway 2-20 including Airfield Electrical – 2022
- **Chowchilla Municipal Airport** – Rehabilitation of Runway 12-30 and Airfield Electrical – 2021-22
- **Nevada County Airport** – Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2, Crack Seal Ramps 1 and 5 – 2021
- **Mammoth Yosemite Airport** – Reconstruct Town Hangar Taxilane, Slurry Seal Taxiways, Upgrade Airfield Guidance Signs – 2020
- **Mammoth Yosemite Airport** – Relocate Wind Cone and Segmented Circle – 2019
- **Oroville Municipal Airport – Construct Taxiway K – 2018-19**
- **Watsonville Municipal Airport** – Airfield Guidance Sign Upgrade – 2018
- **Lincoln Regional Airport** – Upgrade Perimeter Fence Security Gates - 2017
- **Watsonville Municipal Airport** – 2-box PAPIs Runways 2 and 20 – 2017
- **Mammoth Yosemite Airport** – Wildlife/Security Fence – 2017

Tom has served as Resident Project Representative for Brandley Engineering on many construction projects over the past 40 years. Representative projects are listed below:

- **Alturas Municipal Airport** – Reseal Joints Runway 13-31 and Taxiway B – 2024
- **Rogers Field** – Reseal Joints in Runway 16-34 Pavements - 2024

Thomas A. Steinkamp, E.I.T. - Airport Engineer/Resident Engineer - CONTINUED

- **Mammoth Yosemite Airport** – Relocate and Upgrade Automated Weather Observation System (AWOS III/PT) – 2023-2024
- **Truckee Tahoe Airport** – Reconstruct Runway 2-20 and Airfield Lighting - 2023
- **Chowchilla Municipal Airport** – New Beacon and Beacon Tower - 2023
- **Nevada County Airport** – Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2, Crack Seal Ramps 1 and 5 – 2022
- **Mammoth Yosemite Airport** – Reconstruct Town Hangar Taxilane, Slurry Seal Taxiways, Upgrade Airfield Guidance Signs – 2021
- **Mammoth Yosemite Airport** – Security Gates and Terminal Area Fencing - 2021
- **Mammoth Yosemite Airport** – Reconstruct East General Aviation Apron - 2020
- **Watsonville Municipal Airport** – Crack Seal and Slurry Seal Runway 2-20 & Cross T/Ws - 2019
- **Gansner Field, Quincy** – Reconstruct R/W 7-25 and Cross T/Ws – 2017
- **Chico Municipal Airport** – Reconstruct Apron Phase 3 – 2016
- **Chico Municipal Airport** – Reconstruct T/W H and Apron Phase 5 – 2015
- **Watsonville Municipal Airport** – Reconstruct T/W C and G.A. Apron 1 - 2014
- **Madera Municipal Airport** – Reconstruct G.A. Apron Phase 1 – 2013
- **Bryant Field** – Reconstruct R/W and T/W, Construct New Cross R/W - 2012
- **Madera Municipal Airport** – G.A. Apron Expansion Phase 2B – 2010

David Baltazar, E.I.T.

BRANDLEY ENGINEERING

Design Engineer/
Resident Engineer

YEARS OF EXPERIENCE
19 with Brandley

EDUCATION
BS Mechanical Engineering
CSU Sacramento, 2007

David Baltazar has been involved in airport design and airfield pavement testing and inspection on airports in the Western United States since 2005. He has 19 years of progressive field and laboratory experience in testing and inspection of airfield projects in our office. He is experienced in the design and inspection of runways, taxiways, aprons, and roads, including paving, grading, drainage, lighting, utilities, etc.

Mr. Baltazar has developed and applied his skills for designing and inspecting airport construction projects. From the design phase to the finished construction, he treats each project with respect and professionalism in the Airport's interests, which results in a quality project that will outperform and outlast expectations.

Mr. Baltazar has been the lead designer on airfield pavement crack and joint seal projects and pavement reconstruction projects on airports. Having spent a formidable period of his engineering profession performing laboratory testing, Mr. Baltazar has gained a familiarity of material testing that is the foundation of his Resident Engineer/Inspection expertise.

Mr. Baltazar will serve on the design staff and construction management team for the Oroville Municipal Airport projects for the next five years. He will devote the time required to complete the projects within the time agreed.

RELEVANT EXPERIENCE

Representative projects on which David served on the design team for Brandley Engineering are as follows:

- **Georgetown Airport** – New Beacon and Beacon Tower – 2024
- **Truckee Tahoe Airport** – Reconstruct Apron A2 - 2024
- **Alturas Municipal Airport** - Reseal Joints and Cracks - R/W 13-31 and T/W B, Displace R/W 31 Threshold with Marking, Lighting and REILs, Install New FAA 4-box PAPI on R/W 31 - 2023
- **Mammoth Yosemite Airport** – ARFF/Snow Removal Facility – Site Work – 2022-24
- **Oroville Municipal Airport – Crack Seal Runway 2-20 and Associated Taxiways - 2022**
- **University Airport, Davis** – Runway 17-35 Reconstruction and Widening, Exit Pavements, and Airfield Lighting – 2022
- **Truckee Tahoe Airport** – Reconstruct Taxiway A West – 2021
- **Truckee Tahoe Airport** – Reconstruct Runway 11-29 East Blast Pad, Construct Medical Services Apron, Construct New Wash Rack – 2020
- **Watsonville Municipal Airport** – Seal Cracks, Seal Coat, and Remark Runway 2-20 and Associated Taxiways - 2019
- **Visalia Municipal Airport** – Hangar Development – Building and Site – 2017-18
- **Chowchilla Municipal Airport** – Crack Seal, Slurry Seal, and Remark Taxiway A and Aircraft Parking Apron – 2018
- **Lake Tahoe Airport** – General Aviation Reconstruction Phase 4 – 2017

David has served on the construction management team for Brandley Engineering on many projects since 2005. Representative projects are listed below:

- **Nervino Airport** – Reseal Joints in Runway Pavements – 2024
- **University Airport, Davis** – Runway 17-35 Reconstruction and Widening, Exit Pavements, and Airfield Lighting – 2023
- **Chowchilla Municipal Airport** – New Beacon on Beacon Tower – 2023
- **Truckee Tahoe Airport** – Reconstruct Taxiway A West – 2021
- **Colusa County Airport** – Crack Seal and Slurry Seal Runway 13-31 – 2021
- **Truckee Tahoe Airport** – Reconstruct Runway 11-29 East Blast Pad, Construct Medical Services Apron, Construct New Wash Rack – 2020
- **Lincoln Regional Airport** – New Fuel Farm – 2019
- **Truckee Tahoe Airport** – Reconstruct Taxilane R – 2019
- **Chowchilla Municipal Airport** – Crack Seal, Slurry Seal Taxiway A and Apron – 2018
- **Truckee Tahoe Airport** – Reconstruct Hangar Taxilanes CD and DE (East) – 2017
- **Alturas Municipal Airport** – Construct Helicopter Parking Apron – 2016
- **Rogers Field** – Reconstruct Tie Down Apron – 2015
- **Watsonville Municipal Airport** – Taxiway C & GA Apron Reconstruction – 2014

Kevin Currey, P.E.

BRANDLEY ENGINEERING

Airport Engineer/
Construction Support

YEARS OF EXPERIENCE
19 Total, 9 with Brandley

EDUCATION
Undergraduate Coursework
Civil and Environmental Engineering

Brigham Young University, 2012

LICENSE
California Professional Engineer – C 90627

Mr. Currey has over 18 years' experience in design and engineering of civil infrastructure projects. In addition to airport-related projects, his professional experience includes large-scale residential, commercial, and mixed use land development; design of compensatory wetlands and environmental mitigation projects; drainage master plans; and public works planning, scoping, and engineering design. He is also experienced in land planning, surveying, and project scheduling.

Mr. Currey is very knowledgeable in airport design and construction management support. He has been the project designer for the Truckee Tahoe Airport Reconstruct Runway and Airfield Electrical, Sacramento International Airport East Taxiways Improvements, Gansner Field Runway 7-25 Reconstruction, Truckee Tahoe Airport Taxiway A Reconstruction, and Chico Municipal Airport Taxiway A Reconstruction.

He is well-versed in FAA advisory circulars, requirements, and guidelines and is a valuable asset to the resident engineering and inspection team, providing construction support in the form of quantity take-offs, research, and other forms of office support.

Mr. Currey will serve on the design staff, and construction support staff for the Oroville Municipal Airport projects.

RELEVANT EXPERIENCE

Representative projects on which Kevin served on the design team for Brandley Engineering are as follows:

- **Tracy Municipal Airport** – Upgrade Airfield Guidance Signs - 2024
- **Oroville Municipal Airport** – Crack Seal Taxiway L, North Tie Down Apron, South Tie Down Apron, and Tee Hangar Taxilanes - 2024
- **Watsonville Municipal Airport** – Pollution Control System – Wash Rack – 2024
- **Madera Municipal Airport** – Reconstruct Apron A2 and Taxilanes - 2024
- **Mammoth Yosemite Airport** – Reconstruct General Aviation and Temporary Terminal Parking Lot – 2024
- **Mammoth Yosemite Airport** – ARFF/Snow Removal Facility – Site Work – 2022-24
- **Truckee Tahoe Airport** – Reconstruct Existing Runway 2-20 including Airfield Electrical - 2022
- **Madera Municipal Airport** – Airfield Drainage Improvements - 2022
- **Chowchilla Municipal Airport** – Reconstruct Runway 12-30 – 2021-22
- **University Airport, Davis** – Runway 17-35 Reconstruction and Widening, Exit Pavements, and Airfield Lighting – 2021-22
- **Mammoth Yosemite Airport** – Security Gates and Terminal Area Fence – 2020
- **Lincoln Regional Airport** – New Fuel Farm – 2019
- **Visalia Municipal Airport** – Aircraft Hangar Buildings - 2019
- **Chico Municipal Airport** – Reconstruct Taxiway A – 2017-2018
- **Bryant Field Airport** – Obstruction Evaluation – 2016
- **Sacramento International Airport** – East Taxiways Improvements – 2015-16
- **Gansner Field Airport** – Runway 7-25 Reconstruction – 2015-16
- **Madera Municipal Airport** – Apron Reconstruction – 2016
- **Truckee Tahoe Airport** – Jet Apron Reconstruction – 2015-16
- **Alturas Municipal Airport** – Helicopter Apron – 2016
- **Truckee Tahoe Airport District** – Tahoe City Helipad – 2015
- **Truckee Tahoe Airport** – Taxiway A Reconstruction – 2015
- **McClellan Airfield** – Airfield Remarking Plan – 2015
- **Tracy Municipal Airport** – Runway 12-30 & Taxiway B Reconstruction - 2015
- **Oroville Municipal Airport** – Drainage and Safety Area Improvements – 2015

Alaire Wells

BRANDLEY ENGINEERING

Projects/Grants Administrator

YEARS OF EXPERIENCE
47 Total
45 with Brandley

EDUCATION
AA, American River College, 1979

Alaire Wells has been a member of the Brandley Engineering team since 1979. She is involved in the project administration and grants administration for all clients.

Alaire has been working for Brandley Engineering since 1979. In that time, she has become very knowledgeable in all steps required to complete a project beginning with ACIP, grant applications (FAA and State), preparation of specifications and reports, bidding process, award process, construction process including preparation of weekly reports, progress payments, FAA drawdown requests, and maintaining all records of construction, and the final closeout process including final report, final drawdown requests, and requests to FAA for closeout of the grant. She has a thorough knowledge of and experience with FAA regulations, requirements, practices, and advisory circulars.

EXPERIENCE

Ms. Wells has been actively involved in airport projects and grant administration for Brandley Engineering since 1979. She has over 45 years of working with airports and the FAA to ensure that all projects meet FAA deadlines and are in compliance with FAA requirements and that information required by the FAA is assembled and delivered as required. All clients' requests are answered in a timely and accurate manner.

Examples of services Alaire performs for our clients include:

- Assisting Airport and Engineer in preparation of annual Airport Capital Improvement Program (ACIP).
- Assisting Airport and Engineer in preparation of grant applications.
- Keeping track of deadlines and budgets.
- Preparation of Construction Safety and Phasing Plan (CSPP) narrative.
- Assembly of specifications and reports for Project/Design Engineer's review.
- Preparation and submittal of Invitation for Bids to Airport for their use in advertising projects.
- When bids have been received, preparation of abstract of bids and application documents required for the FAA grant based on bids.
- During construction, maintenance of all records of construction.
- Assisting Airport in preparation of reimbursement requests for amounts reimbursable from grant projects (FAA Form 271).
- Assembly of final engineer's report for Project Engineer's review.
- Obtain release of liens and other required final close-out documents from contractors.
- Assisting Airport in preparation of final drawdown request, the Federal Financial Report (FAA Form 425), and other documents the airport requires for closing out the FAA grant.

Susan Vitt

BRANDLEY ENGINEERING

Administrative Assistant

YEARS OF EXPERIENCE

28 Total
9 with Brandley

EDUCATION

Public Works Compliance Advisors DIR/Certified Payroll Compliance

Susan Vitt has been a member of the Brandley Engineering team since 2015. She is involved in the administrative support for all projects, including payroll verification for prevailing wage rates, assisting with the drafting of pay estimates and change orders, and preparing quarterly reports for grants.

Susan has been working for Brandley Engineering since 2015. In that time, she has been assisting Alaire in completing projects, including grant applications, preparation of specifications and safety plans, the bidding and award process through the construction process including preparation of weekly reports, assistance with preparation of progress payments, change orders, and submittal responses through the final closeout of the project.

Susan has completed the Public Works Compliance Advisors DIR/Certified Payroll Compliance and Federal Davis-Bacon Compliance course and is fully qualified to verify contractor certified payroll compliance.

EXPERIENCE

Ms. Vitt has been actively involved in administrative support for Brandley Engineering since 2015. She has over 10 years of experience working with airports.

Examples of services Susan performs for our clients include:

- Assisting Airport and Engineer in preparation of annual Airport Capital Improvement Program (ACIP).
- Over six years of DIR prevailing wage experience.
- Checking Certified Payrolls from Contractors for Construction Jobs.
- Preparation of CIP's and Uploading to the State of California website
- Keeping track of deadlines and personnel time.
- Preparation of Construction Safety and Phasing Plan (CSPP) narrative.
- Assembly of specifications and reports for Project/Design Engineer's review.
- When bids have been received, preparation of abstract of bids and application documents required for the FAA grant based on bids.
- Assisting Project Manager and/or Resident Engineer in the preparation of weekly reports, progress payments, required change orders, and contractor submittal responses.
- Assisting in obtaining final closeout documents from the contractor, including lien releases, DBE reports, warranties, and certified payrolls.
- Assisting in project closeout, including preparation of Final Engineer's Report.

Jim Wallace

WALLACE
Environmental Consulting, Inc

Principal, Senior Environmental Consultant



EXPERIENCE

Total Years of Experience
48 Years

Total Years of Airport Experience 28 Years

EDUCATION

B.A. History,
Humboldt State University,
Arcata, California

Graduate Work in Natural Resource Management,
Humboldt State University,
Arcata, California

CONTACT

C. 916-775-2380

jim@wallaceenvironmental.com

Jim Wallace has been providing environmental consulting services to airports for over 28 years and will serve a Co-Project Manager and lead author with Acorn Environmental for all environmental compliance documents.

AREAS OF EXPERTISE

Mr. Wallace has over 47 years of environmental and natural resources consulting experience including 27 years preparing over 270 NEPA and CEQA compliance documents for over 30 airports in central and northern California. Nearly all of the airport projects include coordination with multi-disciplinary teams for compliance with Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the US Clean Water Act, US Clean Air Act and US Endangered Species Act and many projects required compliance with the California Environmental Quality Act. Mr. Wallace has developed an excellent working relationship with FAA district and regional offices and with airport sponsors.

AIRPORT RELEVANT EXPERIENCE

Mammoth Yosemite Airport; Town of Mammoth Lakes

- Prepared NEPA and CEQA documents for a new passenger terminal and terminal development area.
- Prepared a U.S. Dot Section 4(f) report for an access road extension on land managed by the US Forest Service.
- Prepared report requesting that the US Fish and Wildlife Service withdraw the airport from the Bi-State Distinct Population Segment of Greater Sage-Grouse proposed critical habitat.
- Prepared multiple biological resource documents for taxiway and aircraft apron reconstruction; new security fence, obstruction lighting; backup electrical power systems and wind-sock relocation.
- Prepared Wildlife Hazard Management Plan, Biological Assessment which included an assessment of biological resources within a 5-mile radius of the airport.

Lincoln Regional Airport; City of Lincoln (CA)

- Prepared an Environmental Assessment and Negative Mitigated Declaration (CEQA) for the reconstruction of Runway 15/33; project includes impacts to wetlands and compliance with the Placer County Conservation Program
- Prepared NEPA and CEQA biological resource documents for Airport Master Plan; projects included new access road, commercial non-aviation development area, box hangar complex and taxiway extension. Managed the preparation of a wetland delineation which identified over 30-acres of wetlands and fairy shrimp habitat which complicated airport development.
- Prepared NEPA compliance document for runway safety area maintenance which required mitigating impacts to wetland features.

Tulelake Municipal Airport, Modoc County

- Prepared Wildlife Hazard Assessment which resulted in an Environmental Assessment (NEPA) and Environmental Impact Report (CEQA) for construction of 16,000 linear feet of perimeter fence.
- Prepared extensive cultural resources reports and drafted documents for submission to the Advisory Council on Historic Preservation.
- Prepared complex DOT Section4(f) report to address the project effect on significant cultural resource properties.

Selected California airports for which Mr. Wallace prepared NEPA compliance documents:

- Nevada County Airport
- Madera Municipal Airport
- Chowchilla Municipal Airport
- Visalia Municipal Airport
- Tulelake Municipal Airport
- Lincoln Regional Airport
- Cedarville Municipal Airport
- Truckee-Tahoe Airport
- ICON Aircraft at Lake Berryessa
- Hayfork Municipal Airport
- Alturas Municipal Airport
- **Oroville Municipal Airport**
- Placerville Airport
- Georgetown Airport
- Healdsburg Municipal Airport
- Napa County Airport
- Stockton Metropolitan Airport
- Tracy Municipal Airport
- Colusa County Airport
- Mammoth Yosemite Airport
- Watsonville Municipal Airport
- Chico Municipal Airport



BIBIANA SPARKS

PRINCIPAL | PROJECT DIRECTOR

Bibiana Sparks is a Project Director with 16 years of experience in preparing and managing NEPA and CEQA compliance reports and related documents. She has accomplished environmental compliance work for local, State, and federal agencies, as well as an array of private enterprises. Through her experience with heavily complex and controversial projects she is adept at coordinating with lead agencies, stakeholders, sub-consultants, and project teams to produce thorough, technically accurate, legally defensible, and consistent compliance document that is tailored to fulfill the needs of each project. Over the course of her career, Ms. Sparks has:

- Managed and was primary author on NEPA compliance documents for the Bureau of Indian Affairs (BIA), for projects in California, Washington, Oregon, Wisconsin, Michigan, Oklahoma, and Illinois.
- Managed the preparation of CEQA compliance documentation for several complex and controversial housing and commercial development projects including, most recently, the Subsequent Environmental Impact Report (SEIR) for the Point Molate Mixed-Use Development Project for the City of Richmond in the San Francisco Bay Area.
- Managed and was primary author on several CEQA compliance documents for water and wastewater infrastructure projects, some of which included discussion of federal crosscutting regulations (also referred to as CEQA-plus documents) to support federal environmental compliance associated with grant applications for the U.S. Department of Agriculture (USDA) Rural Development Programs and U.S. Environmental Protection Agency (EPA) Clean Water State Revolving Fund (SRF).

YEARS OF EXPERIENCE

Over 16 Years

EDUCATION

University of California, Davis
Bachelor of Science
Major in Environmental Resource Science; Minor in Environmental Policy Analysis

KEY QUALIFICATIONS

- Adept at all aspects of preparing compliance documents include drafting and analysis of project alternatives, growth-inducing impact analyses, responding to public and agency comments, budgeting, scheduling, and quality control
- Effective at coordinating public agencies to ensure project completion

acorn environmental

RELEVANT PROJECT EXPERIENCE

- Redding Rancheria Strawberry Fields Fee-to-Trust and Casino Relocation Project EIS, Shasta County, CA
- Water and Wastewater Infrastructure Rehabilitation Projects CEQA-Plus Initial Studies and Addendums, Clearlake Oaks County Water District, Clearlake Oaks, CA
- Friant-Kern-Canal Bridge/Millerton Road Widening IS/MND, EA, and permitting, Fresno County, CA
- Millerton Road Widening IS/EA, and permitting, Fresno County, CA
- Winchell Cove Pipeline IS/EA and permitting, Fresno County, CA
- Point Molate Mixed-Use Subsequent EIR, City of Richmond, CA
- Amoruso Specific Plan EIR, City of Roseville, CA
- Tule River Tribe FTT and Eagle Mountain Casino Relocation Project 2-Part Determination EIS, Porterville, CA
- Domestic Wastewater System Improvements and Recycled Water Facility EIR, City of Hollister, San Benito County, CA



TIM A. PROCKISH, P.E.

C.E.O.

Chief Electrical Engineer

PROFILE

Mr. Prockish has 35 years of engineering experience from various local electrical engineering and contracting firms.

Tim has designed all types of electrical systems including communications infrastructure items such as security, telephone, local area network (LAN), fiber optics, information display, and fire alarm systems, power distribution, building electrical systems, roadway and interior lighting and airfield power, lighting and NAVAID systems.

Mr. Prockish has considerable military experience with various DOD agencies including the Air Force, Army, Marine Corps, and Navy. As Project Manager for many recent projects for the Naval Air Station in Fallon, Nevada, he has been involved in two IDIQ contracts at this Base. He has also been involved in several projects for federal agencies including work for the General Services Administration, USDA Forest Service, U.S. Dept. of Housing and Urban Development (HUD), U.S. Dept. of Labor, and Department of Veterans Affairs.

CONTACT

DIRECT: 775.826.4044
CELL: 208.457.2538
WEBSITE: http://www.dinter.com
EMAIL: tim.prockish@dinter.com

35 YEARS EXPERIENCE

22 years with Dinter Engineering

PROFESSIONAL REGISTRATION

Electrical Engineering P.E. Licensed in AZ, CA, ID, MT, NM, NV, OR, UT, WY (license numbers provided upon request)

EDUCATION

B.S. Electrical Engineering
University of Nevada, Reno 1993

SKILLS

Tim will serve as the Chief Electrical Engineer, supervising all phases of electrical engineering including design, calculations, project scheduling, estimating, submittal review, field inspections, overseeing staff and drafters, and system installation for all types of electrical systems including communications infrastructure such as security, telephone, local area network (LAN), fiber optics, information display, and fire alarm systems, power distribution, building electrical, and roadway and interior lighting systems.

RECENT RELEVANT EXPERIENCE

- Evanston-Uinta County Airport – Burns Field, Evanston, WY: Reconstruct Runway 5-23 and upgrade airfield lighting project
- Ralph Wenz Field, Pinedale, WY: PNA E GA Apron Expansion Project
- Long Beach Airport, Long Beach, CA: Taxiway L Improvements
- Long Beach Airport, Long Beach, CA: Taxiway B-E Improvements
- Hulett Municipal Airport, Hulett, WY: Rehabilitate Runway 13-31 upgrade airfield lighting project
- Long Beach Airport, Long Beach, CA: Improvement to Taxiway C
- Baker City Municipal Airport, Baker City, Oregon: Taxiway Alpha Rehabilitation
- Barstow-Daggett Airport, Daggett, California: Taxiway B Extension and Electrical Upgrades
- Beatty Airport, Beatty, Nevada (3):
  - Apron Lighting
  - Emergency Generator
  - Apron Lighting

RECENT RELEVANT WORK

- Bert Mooney Airport, Butte, Montana: Airport Improvements
- Big Piney-Marbleton Airport (Miley Memorial Field), Big Piney, Wyoming: Reconstruct Runway 13-31/Apron End Connecting Taxiway
- Brackett Field Airport, La Verne, California: Taxiway Lighting and Guidance Sign Relocation
- Brunswick Executive Airport, Brunswick, Maine: Install New MALSR with Equipment Shelter
- Bryant Field Airport, Bridgeport, California: Improvements
- Carson City Airport, Carson City, Nevada: Rehabilitate and Realign Runway 9/27 and Taxiway A - Construction Management Services
- Casa Grande Municipal Airport, Casa Grande, Arizona: PAPI Relocation, Security Access Gate, and Taxiway Lighting for New Apron
- Chino Airport, Chino, California (2):
    - Parallel Taxiway "E"
    - Relocate Thresholds for Runway 3/21 and Modify Airport Signage
- Cloverdale Municipal Airport, Cloverdale, California: Runways 14 and 32 Rehabilitation and Connector Taxiway Design
- Dixon Airport, Dixon, Wyoming (2):
    - New Airport Beacon
    - NAVAIDS
- Falcon Field Airport, Mesa, Arizona (2):
    - East Ramp Reconfiguration - Tiedown-Edge Lighting
    - Echo Ramp Expansion
- Fallon Municipal Airport, Fallon, Nevada (2):
    - Runway 3-21 Reconstruction
    - Installation of PAPIs
- Flying Eagle Air Park Ranches, Washoe County, Nevada: Review Airfield Electrical Submittals
- Gabbs Airport, Gabbs, Nevada: Grade Runway Safety Areas
- Garfield County Regional Airport, Rifle, Colorado: New ODALS
- Grand Coulee Dam Airport, Electric City, Washington: 2010 Airport Improvements
- Grant County Regional Airport, John Day, Oregon (2):
    - 2009 Lighting and Improvements Project
    - Runway 9-27 Extension
- Henderson Executive Airport, Henderson, Nevada (3):
    - Itinerant Aircraft Apron Expansion (C-2338)
    - North Taxilane Extension (C-2286)
    - Apron Reconstruction
- Idaho Falls Regional Airport, Idaho Falls, Idaho: Runway 2/20 Rehabilitation
- Kingman Airport, Kingman, Arizona: Airfield Guidance Signage
- Laramie Regional Airport, Laramie, Wyoming: Roadway, Parking Lot and Fuel Farm Improvements [with airfield beacon]
- Lee Vining Airport, Lee Vining, California: Runway 15/33 Reconstruction
- Long Beach Airport, Daugherty Field, Long Beach, California: (4)
    - Taxiway Gulf Reconstruction
    - North Air Carrier Ramp Improvements: Phase 1-B (Gates 1-5), Phase 2 (Gates 6-10), and Phase 3 (Transition Pavement between New Apron and New Terminal Building and Electrification of Gates 1-11)
    - Improvements to Taxiway K, Phases I and II
    - Runway Guard Lights
- McClellan Air Park, McClellan, California: Lighting Vault Electrical Upgrade

JOSHUA NOEGEL

CLIENT SERVICES MANAGER

Josh Noegel is a committed Project Manager with over 20 years of experience pursuing and managing multimillion-dollar complex public works infrastructure projects. He has experience managing Caltrans, FAA, and structural construction projects across the west coast. His experience also consists of material testing and quality control/quality assurance for construction projects. Josh has a proven track record of growing operations through successful project management, rapport building, and proposal activities. He has excellent technical, estimating, and relationship-building abilities. Josh has been a key member on the relevant projects listed below.

EXPERIENCE

20+ Years

Years with G3: <1

Education

General Studies

AIRPORT PROJECT EXPERIENCE

Tracy Municipal Airport, Tracy, California: Reconstruction of Runway 12-30 and Taxiways B, D, and E; Tee Hangar Improvements; Aviation Tie Down Apron

Columbia Airport, Columbia, California: Taxiway B and C Rehabilitation; Taxilane Reconstruction and Rehabilitation

Mariposa/Yosemite Airport, Mariposa, California: Apron Rehabilitation

Salinas Municipal Airport, Salinas, California: Runway 13-31 and 8-26 Rehabilitation

Nut Tree Airport, Vacaville, California: Runway 2-20

Yuba Airport, Olivehurst, California: Transient Apron Tiedown Rehabilitation

Travis Air Force Base, Solano County, California: Ramp 400 Phase 1

Buchanan Field Airport, Concord, California: Taxiway E and K; Runway 14L-32R Rehabilitation, Contra Costa County, California

Palo Alto Airport, Palo Alto, California: Apron Reconstruction

Oakdale Municipal Airport, Oakdale, California: Airport Rehabilitation

Mather Airport, Mather, California: Taxiway Improvements; General Aviation Apron

Stockton Airport, Stockton, California: Terminal Apron Extension; Taxiway B Extension; Taxiway D Phase 2, Mill and Overlay Rehabilitation; General Aviation Apron Phase 1 and 2 Rehabilitation

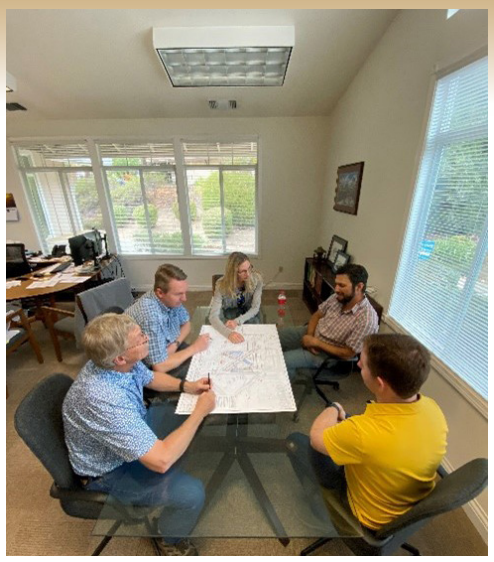
San Jose Airport, San Jose, California: Terminal B, South Ramp Reconstruction Phase 1, 2 and 3; Southeast Apron

San Francisco International Airport, San Francisco, California: Runway 28L Reconstruction; Taxiway B5 Rehabilitation; Runways 1-19s RSA Improvements Project; Taxilanes H and M Realignment; Runway 10R-28L Improvement

Oakland International Airport, Oakland, California: North Field Runway Safety Area Improvements

Sacramento International Airport, Sacramento, California: Runway 16L-34R Pavement Rehabilitation; East Taxiway Improvements; Taxiway Delta, Whiskey, Yankee Rehabilitation, Sacramento, California

APPROACH TO PROJECTS



Brandley Engineering's approach to design and construction of airport facilities centers around consistent involvement and communication with the client and the FAA. At the beginning of each project, we hold a scoping meeting with the client to discuss the scope of the project and identify all technical and functional needs of the Airport and any anticipated challenges or complications. This meeting is critical to ensure our planning and/or design incorporates the needs of the client and fully accommodates the unique challenges that are specific to that airport. In addition, frequent meetings are held with the client throughout the design process to review the status, discuss any new challenges that have been uncovered and ensure the airport's needs are being accommodated.

Early and frequent involvement with the FAA staff of the San Francisco ADO and Regional Offices is a cornerstone of our philosophy and a key ingredient to efficient FAA approval of projects. In addition, detailed cost estimates are developed early in the design phase to ensure the FAA programed grant funding matches our ultimate design and any modifications affecting costs are coordinated with the FAA.

Brandley Engineering has a qualified staff that works together daily as a team. We rely on each other, and sub-consultants as necessary, to ensure that top quality, coordinated documents are produced. The ability to work seamlessly together as an efficient team provides us the important capability to ensure that all phases of a project are coordinated and completed in an efficient and cost-effective manner. A project manager from our staff is assigned to each project and is responsible for carrying out the design and construction management for that project.

The basic design of a project can generally be prepared by any qualified engineer, but it is the details incorporated in the design that can make the difference between a short-lived, high-maintenance project and a long-life, low-maintenance project. Knowledge required to develop and incorporate the design details into a set of plans and specifications is obtained by advanced graduate schooling, experience, and research. Our office provides this knowledge and experience to all design and construction projects. From 1953 to the present Brandley Engineering has been providing engineering services for the type of work anticipated at the Oroville Municipal Airport.

3-1 AIRPORT DESIGN

Brandley Engineering's methodology for the engineering design of projects centers around providing a cost effective and efficient design for each project. The cornerstone of this methodology is the smooth integration of the design and construction of a project. Each project is designed with careful consideration of the constructability of the design. A project that is designed in a manner that promotes ease of construction will result in decreased construction cost and a more efficient construction while minimizing the disruption to the Airport. One very unique aspect of Brandley Engineering is the intentional diversification of our design and construction management staff. Whereas most firms have one design team and a separate construction management team, our firm has cross trained every staff member in the design and construction management of airfield improvement projects. This ensures our designs are completed with an eye towards constructability, which results in lower bid prices.

Our office has implemented a vigorous quality control program with multiple checks and balances to ensure every document that is submitted is comprehensive, accurate and represents the quality that our name has been associated with for over 70 years. Each document is thoroughly reviewed by the project manager assigned to that airport and a minimum of one other project engineer from our firm.

Early and frequent involvement with the FAA staff of the San Francisco ADO and Regional Offices is a cornerstone of our project management philosophy and a key ingredient to efficient FAA approval of design projects. In addition, detailed cost estimates are developed early in the design phase to ensure the FAA programed grant funding matches our ultimate design and any modifications affecting costs are coordinated with the FAA.

We have a unique capability of handling all phases of the work in our office or with other team members when necessary and, as a result, can provide a full service on all projects.

We intimately know the requirements and standards of the Federal Aviation Administration and of the Caltrans Division of Aeronautics and are prepared to proceed quickly with the design of all projects.

Weekly updates are provided to the Project Manager to ensure that the project remains on schedule and within the budget. If any issues arise, they are addressed immediately. The project is continuously monitored to ensure that the best design that meets the needs and constraints of the project is utilized.

Brandley Engineering's project management process has been fine-tuned over the company's 70-year history and ensures that projects are completed on time, and at or under budget as a result of our coordination, supervision, and production capabilities. We are confident that we can provide the same smooth process for the Oroville Municipal Airport projects.

An outline of our process to complete Airport Engineering Design Projects is as follows:

PRELIMINARY DESIGN PHASE	• Coordinate with the City on project scope, finances, schedules, operational safety and phasing considerations, and other pertinent matters • Prepare preliminary estimate of construction costs and a schematic design • Prepare pre-applications for FAA funding • Evaluate local conditions, including environmental constraints • Geotechnical studies as required • Complete necessary topographic surveys • Pavement section alternatives analysis
ENGINEERING DESIGN PHASE	• Conduct/attend design meetings to obtain information and to coordinate or resolve design matters • Preparation of CSPP and uploading 7460-1 to OE/AAA website • Complete engineering design of the project including grading, drainage, paving, lighting, marking and electrical systems • Preparation of Engineer's Estimate of construction costs • Submit plans to City and FAA for review comments
FINAL DESIGN PHASE	• Incorporate City and FAA review comments • Provide final design drawings, specifications (using AC 150/5370-10), and Engineer's Report including Engineer's Estimate • Prepare complete "bid-ready" plans and specifications and submit to City and FAA
BIDDING AND AWARD PHASE	• Attend pre-bid meeting • Answer questions and Requests for Information • Prepare any required addenda • Analyze bid results and make recommendation to Sponsor for award • Prepare final AIP application and contract documents

3-2 CONSTRUCTION MANAGEMENT

Brandley Engineering's approach to the construction management of airport development and improvements centers around consistent involvement and communication with the client, the FAA, and the contractor. At the beginning of each construction project, we hold a preconstruction meeting with the contractor and Airport to review the scope of the project, anticipated project schedule, required submittals, and expected contractor requirements with an emphasis on quality control requirements, conformance to plan and specification and airport safety. This meeting is critical to ensure our management of the construction incorporates the needs of the client and fully accommodates the unique challenges that are specific to that airport including safety on the airport during construction, keeping tenants/FBOs informed of the construction schedule, and creating a schedule that is efficient and cost effective. In addition, weekly meetings are held with the Airport and the contractor throughout the construction phase to review the status and schedule of the construction, discuss any problems encountered, ensure safety plans

are being followed, and answer any questions the contractor, the Airport, and/or the tenants may have. This ensures that Brandley Engineering projects are completed on time and within budget.

A unique aspect of Brandley Engineering's construction management is that our office provides a Resident Engineer that was involved with the original design of the project. We feel that this is critical as the Design Engineer is well versed in the details of why the project was designed the way it was, which allows for the Resident Engineer to quickly answer any questions during construction or assist with any design modifications that may arise due to unforeseen field conditions. The ability of our Resident Engineer to be onsite and make quick decisions will minimize the risk of delays that can arise while a contractor is waiting on a response to a Request for Information (RFI).

Throughout construction our Resident Engineer will hold weekly construction progress meetings with the Owner, the Contractor, Project Engineer, and any other relevant parties. The purpose of this meeting is to review the safety plan conformance or issues, the contractor's progress, upcoming schedule, and overall project status. Weekly construction meetings are critical to ensure that the project stays on schedule and within budget. Melissa Brandley will also attend these weekly construction meetings to ensure that any necessary decisions are made to ensure the project stays on schedule and within budget with superior construction quality.

Brandley Engineering's construction management process has been fine-tuned over the company's 70-year history and ensures that projects are completed on time, and at or under budget as a result of our coordination, supervision, and production capabilities. We are confident that we can provide the same smooth process for the Oroville Municipal Airport projects.

An outline of our process for Construction Management/Inspection projects is as follows:

CONSTRUCTION MANAGEMENT	• Represent the Airport at the Pre-construction Conference and prepare the minutes • Prepare and maintain a master project schedule • Provide consultation and advice to the Airport during all phases of construction • Provide weekly inspection reports (FAA Form 5370-1) to the Airport and FAA • Maintain all records of construction • Review and approve all shop drawings and submittals • Prepare and assist in negotiating any required change orders • Coordination with affected utilities, agencies, and tenants • Prepare payment requests for contractors and reimbursement requests to FAA • Review Operation and Maintenance manuals
RESIDENT ENGINEERING AND INSPECTION SERVICES	• Provide complete construction management services as required, including providing all resident engineering, testing and inspection services • Review all materials and performance tests for compliance with specifications • Perform field and/or construction surveys if required • Perform final inspection including preparation of "punch list" • Conduct wage rate interviews and review contractor's weekly payrolls for wage compliance
PROJECT CLOSEOUT	• Provide electronic Record Drawings to the Airport and FAA • Provide Final Engineer's Report to the Airport and FAA that includes summary of materials testing, summary of project change orders, and financial summary • If a grant amendment is required, our office will prepare the grant amendment request to FAA and associated justification • Obtain releases of liens/claims from the contractors • Ensure FAA receives all information required to close out grant • Manage and coordinate systems start-up • Update the Airport Layout Plan to show the new development

3-3 AIRFIELD PAVEMENTS

Airfield pavement design and evaluation is a specialty of Brandley Engineering. The founder of Brandley Engineering, Reinard W. Brandley's background was in Geotechnical Engineering. He was privileged to do his graduate work at Harvard University under Dr. Karl Terzaghi and Dr. Arthur Casagrande. Mr. Brandley's research work toward his doctorate at Harvard University was on airfield pavement design and evaluation. It was from this research that he developed the Brandley Fatigue Analysis Method of design of airfield pavements. A description of this design and evaluation procedure was presented in 1975 at a Symposium on Nondestructive Test and Evaluation of Airport Pavements sponsored by the U. S. Army Corps of Engineers Waterways Experiment Station at Vicksburg, Mississippi. This fatigue analysis method of design utilizes the layered elastic theory and uses a failure criteria of limiting subgrade deflection/strain under applied aircraft loadings. Each section of pavement is evaluated and designed for the forecast aircraft operations anticipated on that section of pavement. Reinard and Damon worked together for over twenty years fine tuning Reinard's fatigue analysis evaluation procedures to ensure the continuity of the Brandley Fatigue Analysis legacy. This Fatigue Analysis Methodology for evaluation and design of airfield pavements has a 70 year successful performance record and has been proven time and again to be more accurate than the FAA's FAARFIELD methodology.

The Brandley Engineering methodology for design of airfield pavements centers on a detailed evaluation of the entire pavement section. This starts with a thorough Geotechnical evaluation by Melissa Brandley to ensure a comprehensive understanding of the geotechnical support system underlying the pavements. This includes evaluation of the risk of soft and unstable subgrade and proper treatment to stabilize portions of subgrade, if necessary, in the most cost efficient and effective way possible. In addition, proper evaluation of thickness and quality of the existing pavement section layers is an important design consideration as it is a key factor in determining the potential options available to utilize recycled materials in a cost effective manner. Finally, the Brandley Fatigue Analysis Methodology for design of airfield pavements is utilized to develop a detailed cost benefit analysis of various pavement design alternatives in order to select the final pavement section which will provide the most cost effective, long life and low maintenance pavements for the Oroville Municipal Airport.

3-4 PAVEMENT MAINTENANCE MANAGEMENT PLANS (PMMP)

The FAA has a requirement for the Sponsor, in order to remain eligible for Federal funding, to prepare and maintain an updated copy of the Pavement Maintenance Management Plan (PMMP) for airports. A Pavement Maintenance Management Plan at Oroville Municipal Airport was prepared by Brandley Engineering in 2024. Pavement Maintenance Management Plans are a specialty of Brandley Engineering and our unique approach to PMMPs is described below.

A proper Pavement Maintenance Management Plan includes a thorough evaluation of the existing pavement in order to identify and address the cause of the pavement issues, instead of throwing money at the symptoms. Reinard W. Brandley, Founder of Brandley Engineering, did his graduate work at Harvard University under Dr. Karl Terzaghi and Dr. Arthur Casagrande, the two top professionals in the field of geotechnical engineering. Mr. Brandley's research work toward his doctorate at Harvard University was on airfield pavement design and evaluation. It was from this research that he developed the Brandley Fatigue Analysis method of design of airfield pavements. This methodology has a 70-year performance record with a 90 to 95 percent success rate in predicting remaining life of a pavement section under forecast traffic and is utilized in every Brandley Engineering Pavement Maintenance Management Plan.

Most standard FAA Pavement Maintenance Management Plans only evaluate the surface distress apparent in the existing pavement but do not include any evaluation or consideration of deep-seated distress. It is ideal and more cost effective to rehabilitate the pavement prior to deep-seated distress occurring. By only considering surface distress, an Engineer is only evaluating the existing condition of the surface with no determination of the cause of the distress and no forecasting of future distress and failure. This often results in throwing money at the symptoms instead of determining the cause of the problem and designing a proper solution.

The Brandley Engineering Pavement Maintenance Management Plan analysis utilizes our geotechnical expertise and the Brandley Fatigue Analysis technology, along with the Pavement Condition Index (PCI), which will provide the City with the most economical, long-life pavement design and maintenance programs for Oroville Municipal Airport. A FAA FAARFIELD pavement evaluation analysis will also be prepared to satisfy FAA requirements.

All Pavement Maintenance Management Plans developed by Brandley Engineering include evaluation of both deep-seated distress and surface distress. This allows the Airport to gain a complete picture of the current condition of their pavements, determine the cause of the existing distresses, and accurately forecast future distress and failures so the Airport and their consultant can properly plan rehabilitation projects to take place prior to failure. In addition, detailed cost benefit analyses are conducted to determine the proper rehabilitation method for each pavement section.

Brandley Engineering's processes in the development of a Pavement Maintenance Management Plan is as follows:

SURFACE DISTRESS EVALUATION PAVEMENT CONDITION INDEX (PCI)	• A detailed visual inspection will be made of all pavements. The scope of investigation will be performed as set forth in ASTM D5340, Airport Pavement Condition Index Surveys. Once these surveys are complete, Pavement Condition Indexes (PCI) will be assigned to each section of pavement.
GEOTECHNICAL AND PAVEMENT TESTING	• Existing pavement sections will be researched from as built drawings and/or coring operations if necessary • Detailed geotechnical studies will be conducted by drilling test holes to depths of 10 feet and sampling, classifying and testing native soils • Non-destructive testing will be conducted to obtain necessary basic data to evaluate existing strength of airfield pavements • All pavements will be tested with the heavy weight deflectometer (HWD) equipment with spacing of 100 to 200 feet
TRAFFIC DETERMINATION AND FORECASTS	• A determination of the current and forecast traffic at the airport will be made on each segment of airfield pavement based on the Airport's traffic records and forecasts.
DEEP-SEATED DISTRESS EVALUATION	• Modulus of Elasticity of each layer of the pavement section and subsoils will be back-calculated from the HWD test results • Current and forecasted traffic loading will be modeled on each section of pavement • Brandley Fatigue Analysis methodology and FAA FAARFIELD methodology will be used to predict remaining life and time of failure under fatigue loading.
ANALYSIS AND RECOMMENDATIONS	Based on the PCI Determination and deep-seated distress analysis, the following analyses are made: • Time and type of strengthening or rehabilitation or reconstruction required for each section • Recommendation of different types of strengthening, overlaying, or reconstruction as needed • Cost benefit analyses of various rehabilitation options to determine the most cost-effective rehabilitation
REHABILITATION COSTS	Preliminary cost analyses will be conducted to determine the estimated cost of the recommended maintenance and rehabilitation.
PMMP REPORT	A PMMP report is prepared that summarizes all data obtained in the PCI determination, deep-seated distress study, traffic forecasts, and analysis and resulting recommendations. The report will include a detailed pavement rehabilitation plan and schedule including estimated costs.

3-5 AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP) MAINTENANCE

For all our clients we provide assistance in planning and development of their Airport Capital Improvement Plan (ACIP), including meeting with the client and the FAA to review the desired development at the airport and preparing the ACIP including estimates of cost and sketch maps.

Our approach to development of a useful and practical Airport Capital Improvement Plan (ACIP) centers around a detailed knowledge of the Airport, including the existing infrastructure (pavements, lighting, navigational aids etc.) and how the Airport serves its surrounding community. This enables us to identify and prioritize upcoming projects to both maintain and improve the existing infrastructure and to develop new infrastructure to allow the Airport to better serve its community. The Airport's Pavement Maintenance Management Plan (PMMP) is a valuable guide in prioritizing the rehabilitation needs of existing pavements, and the Airport's Airport Layout Plan and Narrative Report is a valuable guide in prioritizing the need for new development on the Airport.

The ideal ACIP includes finding a balance between the Airport's needs and priorities and FAA's funding priorities, as well as the client's available matching funds. As a result, we develop an ACIP that provides the Airport with a useful and realistic plan to achieve their goals and places the Airport in a position to have the maximum competitive advantage for receiving discretionary funding for FAA AIP grants.

Brandley Engineering's close working relationship with the FAA offices at the District and Regional levels positions our office to know when and where Federal funding is available and to optimize the potential of obtaining funding for development of the Oroville Municipal Airport.

3-6 AIP GRANT ADMINISTRATION

Brandley Engineering's approach to grant administration centers around consistent involvement and communication with the client, the FAA, and the State Division of Aeronautics.

Melissa Brandley will coordinate all grant administration and work with the City of Oroville and the FAA and the State to ensure all requirements and needs are met. Melissa has been working with the San Francisco ADO of the FAA since 2004, which provides a unique advantage in scheduling required meetings and determining their specific requirements for a project. She is very experienced in attending public meetings and presenting proposed development and FAA standards and requirements on airports to keep the public and tenants of the airport informed. Melissa and Alaire will work together to prepare grant applications, bidding, award and contract documents, and grant payment requests up to and including the final close-out of the grant.

There are many steps that are taken in administering Airport Improvement Program grants from the initial preapplication to the final closeout documents. Brandley Engineering has processes in place to provide our clients with all the necessary documents to successfully manage our clients' AIP grants. The key ingredient is that we stay in constant communication with our clients to ensure the documents are prepared according to their needs. Our processes for AIP grant administration are set forth as follows:

- **PREAPPLICATION** - Preparation of initial preapplications that set forth the anticipated projects, including a detailed program narrative and preliminary cost estimates. These preapplications are sent to the client for signature and forwarding to the FAA.
- **IFE SCOPE OF WORK** – We prepare a detailed scope of work to facilitate a clear and concise understanding of the extent of the engineering work entailed on a project in order to allow the sponsor preparation of the IFE in a simple and cost effective manner.
- **FINAL APPLICATION** - Once bids have been received for construction projects or final costs have been determined for design/planning/environmental projects, the final application is prepared that includes the final costs for the grant. This application is sent to the client for signature and forwarding to the FAA. For construction projects our office prepares the Abstract of Bids to be included with the final application.
- **GRANT PAYMENT REQUESTS** - For most of our airports, including the Oroville Municipal Airport, we prepare grant payment requests for AIP-funded projects. This includes the preparation of the SF 271, Outlay Report and Request for Reimbursement and Invoice Summary as needed, and the SF 425, Federal Financial Report, at the end of the year. For each grant payment request we coordinate with the Airport to determine all costs on the project including engineering costs, construction costs, and administration costs.
- **FINAL CLOSEOUT DOCUMENTS** – Once the project has been completed and all final costs have been determined based on close coordination with the Airport, final financial closeout documents are prepared. These include the final drawdown request (SF 271), the final Federal Financial Report (SF 425), a summary of final project costs, and a draft letter for the Airport to send these documents to FAA with a request to close out the grant.

3-7 UNDERSTANDING AND FAMILIARITY WITH OROVILLE MUNICIPAL AIRPORT

Brandley Engineering has been working with the City of Oroville on the improvement and development of the Oroville Municipal Airport since 1985. We have prepared the Airport Master Plan Update, the Pavement Maintenance Management Plan, and the engineering design and construction management of the overlay of both runway complexes, medium intensity runway lighting systems, security fencing, Runway 2-20 extension, crack seal of airfield pavements, new REILs, wind cone, and PAPIs, drainage improvements, reconstruction of airfield pavements, and construction of Taxiway K. As a result, we have all base data on file and the understanding of the City's needs and goals for Oroville Municipal Airport.

Melissa Brandley has very detailed knowledge of the existing conditions, needs and goals of the Oroville Municipal Airport. She personally designed all projects listed in Section 1 of this SOQ beginning in 2005.

Melissa Brandley's approach to securing funding for the important Rehabilitate Runway 2-20 project is described in the Oroville Municipal Airport ACIP strategy discussion in Section 1-1 of this SOQ. In addition to securing funding for this important project, the project scoping and pavement design for this project is of utmost importance to preserving the size and capacity of this runway. The FAA has specific definitions for pavement "rehabilitation" vs pavement "reconstruction" projects. Per FAA requirements "rehabilitation" projects are designed to the existing pavement dimensions and configurations while pavement "reconstruction" projects are designed to the current FAA standard for that size airport. Oroville Municipal Airport does not currently have the traffic to support a Runway Design Code (RDC) larger than A I Small. The FAA design standard for an A I Small RDC is a runway width of 60 feet and much shorter length than the current 6,020 length. If the Rehabilitate Runway 2-20 project pavement design is scoped to fall under the "reconstruction" designation, the runway would be mandated to be narrowed from 100 feet wide to 60 feet wide and significantly shortened. This would be very detrimental to the long term viability of this airport and its ability to support larger jet aircraft. Brandley Engineering has been very intentional in its protection of the scope of this project to ensure it falls under the "rehabilitation" designation. This included our analysis in the Pavement Maintenance Management Plan to ensure the pavement analysis and recommendations from this report support and justify "rehabilitation" vs "reconstruction" of Runway 2-20.

Brandley Engineering's expertise in geotechnical and pavement design, comprehension of the critical project scoping (rehabilitation) and funding strategy for the Runway 2-20 project combined with our long background and base of knowledge of Oroville Municipal Airport, places us in a position to provide the best engineering design and construction management services for the Oroville Municipal Airport.

BRANDLEY

BRANDLEY
ENGINEERING

You Hire Brandley, You Get Brandley.

When you bring in Brandley Engineering, you will work directly with Principals Melissa and Damon Brandley on the phone, in meetings, on site during planning. Every time.



Melissa Brandley, P.E



Damon Brandley, P.E

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, INTERIM DIRECTOR OF PUBLIC WORKS**

RE: **APPROVAL AND AUTHORIZATION FOR MAYOR TO SIGN CONTRACT FOR ON-CALL ENVIRONMENTAL SERVICES WITH ECORP CONSULTING, INC.**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider authorizing the Mayor to sign an on-call environmental services contract with ECORP Consulting, Inc. in an amount not to exceed $75,000.

DISCUSSION

The City of Oroville is committed to maintaining a high standard of environmental stewardship. As part of this commitment, the City often requires specialized environmental engineering services to ensure compliance with federal, state, and local regulations. These services can involve tasks such as environmental assessments, permitting assistance, or remediation of identified environmental hazards.

Currently, there are several ongoing and potential projects that require immediate attention, including culvert replacement projects, and drainage and swale cleanouts. Given the technical expertise needed for these projects and the unpredictable nature of some environmental issues, it is essential to have a local environmental engineering firm available to respond quickly and effectively.

After reviewing multiple local firms, ECORP was selected due to their established reputation, expansive list of services of expertise, previous work with other Engineering firms, and deep understanding of local environmental challenges. The on-call nature of this contract will allow the City to tap into their expertise as necessary without being tied to a fixed scope or timeline.

The $75,000 amount represents a reasonable budget to address anticipated tasks and ensure that the City has access to expert services when environmental concerns arise, particularly in emergency or time-sensitive situations.

FISCAL IMPACT

Funds will be split three ways:

1) PW Admin - $20,000 from 1001160 6360 Outside Services
2) PW Streets - $40,000 from 1001170 6210 Storm Drains
3) PW Streets - $15,000 from 1001170 6360 Outside Services

ACTION REQUESTED -

APPROVE AND AUTHORIZE FOR MAYOR TO SIGN AGREEMENT NO. 3550 FOR ON-CALL ENVIRONMENTAL SERVICES WITH ECORP CONSULTING, INC.

ATTACHMENTS

1. Agreement No. 3550

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 17th day of June 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 ECORP Consulting, Inc., 2525 Warren Drive, Rocklin, CA 95677 (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 below:

ECORP Consulting, Inc. will provide professional environmental consulting services to include Biological Resource Services, Cultural and Historic Preservation Services, Air Quality/Greenhouse Gases, Noise and Energy Services and CEQA/NEPA-related Services to the City of Oroville on an as-needed and as-requested basis based upon the mutual agreement by both parties to provide the requested service(s). Services rendered may include the preparation, use and/or engagement of Routine Maintenance Agreements (RMA) for city directed and city requested work efforts as well as other tasks associated with the services outlined in this document and included in the attached Exhibit A - Statement of Qualifications.

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.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $75,000 for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the City for services performed to the City's satisfaction. The CONTRACTOR shall submit invoices

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

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

5.2. Manager-in-Charge. For the CONTRACTOR, Scott Friend 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) 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 attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

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

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

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

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

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

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence 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 DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

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

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

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

14. OWNERSHIP OF DOCUMENTS.
It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its

discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONTRACTOR confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONTRACTOR is understood to be outside the scope of the usual course of business carried out by the CITY; and C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

If CONTRACTOR, at any time comes to believe that they are an employee and not an independent contractor, CONTRACTOR shall immediately notify the CITY of such belief. All work to be performed by CONTRACTOR under this Agreement shall be immediately suspended. Contractor agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the Contractor's designation as an independent contractor and not as an employee of the Company. Contractor waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that Contractor was misclassified as an independent contractor unless such indemnification is prohibited by law. In the event CONTRACTOR notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

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:

ECORP Consulting, Inc.
2525 Warren Drive
Rocklin, CA 95677
Attention: Ms. Tonni Clark or Mr. Dave Krolick

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.

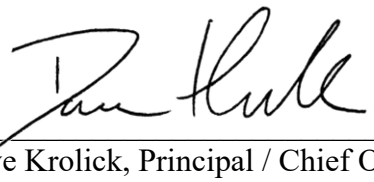
19. WAIVER.
Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement 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 ____ day of _____, 2025.

CONTRACTOR:



_____
Dave Krolick, Principal / Chief Operating Officer

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

STATEMENT OF QUALIFICATIONS



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General Information



ECORP Consulting, Inc. has assisted public and private landowners with environmental regulation compliance since 1987. We offer full-service capability, from initial baseline environmental studies through environmental planning review, permit negotiation, liaison to obtain legal agreements, mitigation design, construction monitoring and compliance reporting. We bring together an experienced multidisciplinary team of environmental and regulatory specialists, engineers, hydrologists, biologists, wetland specialists, archaeologists, and geographic information systems and mapping specialists.

ECORP has established professional working relationships with federal and state regulatory agencies, based on technical excellence and a thorough understanding of regulatory processes. We are experienced with the regulatory requirements of the federal Clean Water Act (CWA), Sections 401, 402, and 404; the National Environmental Policy Act (NEPA); the National Historic Preservation Act (NHPA), Sections 106 and 110; the federal Endangered Species Act (ESA), Sections 7 and 10; the California Environmental Quality Act (CEQA); the California Endangered Species Act (CESA); California Fish and Wildlife Codes; and the Coastal Zone Management Act (CZMA).

INLAND EMPIRE
215 North 5th Street
Redlands, California 92374
Tel: (909) 307-0046
Fax: (909) 307-0056

SACRAMENTO REGION (Corporate Headquarters)
2525 Warren Drive
Rocklin, California 95677
Tel: (916) 782-9100
Fax: (916) 782-9134

ORANGE COUNTY
2861 Pullman Street
Santa Ana, California 92705
Tel: (714) 648-0630
Fax: (714) 648-0935

SAN DIEGO REGION
3838 Camino Del Rio North. Suite 370
San Diego, California 92108
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CHICO REGION
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Chico, California 95973
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Fax: (530) 809-4149

NEW MEXICO
150 Washington Avenue, Suite 201
Santa Fe, New Mexico 87501
Tel: (714) 222-5932

ARIZONA
2128 North Cobblestone Circle
Flagstaff, Arizona 86001
(858) 232-9602

www.ecorpconsulting.com



Biological Resources

Threatened, Endangered, and Special-Status Species Surveys and Permitting

Special-Status Species Permits and Survey Capabilities

Amphibian Ecology, Surveys and Aquatic Habitat Assessments

Botanical Services

Bat Surveys

Benthic Macroinvertebrate Bioassessment Studies

Fisheries and Aquatic Habitat Assessments

Marine Science Services

California Rapid Assessment Method (CRAM)

Wetland Assessment and Delineation



Threatened, Endangered, and Special-Status Species Surveys and Permitting





ECORP biologists provide habitat assessments and conduct determinate surveys for special-status plant and wildlife species including those protected under the federal and state Endangered Species Acts. Our staff has statewide experience working within a variety of habitats and natural communities. Our biologists are familiar with species' habitat components, life histories, and agency-approved survey methodologies. ECORP staff assess project-related impacts and consult with regulatory agencies to avoid, minimize, and/or mitigate habitat impact.



Services Provided

- Compilation and analysis of baseline data and field inventory for listed/candidate and other special-status plants and animals
- Inventory and identification of special-status plants and animals by permitted staff specialists
- Implementation of agency-recommended protocols for presence/absence determination of special-status species
- Preparation of Biological Assessment (BA) documents
- Formal and informal consultation with U.S. Fish and Wildlife Service, National Marine Fisheries Service, U.S. Forest Service, California Department of Fish and Wildlife, and local agencies





Special-Status Species Permits and Survey Capabilities

ECORP has highly qualified staff with the expertise and necessary federal and state permits to conduct habitat assessments and protocol-level surveys. ECORP biologists hold current permits and perform surveys for numerous special-status species including:

Invertebrates
- Conservancy fairy shrimp
- Longhorn fairy shrimp
- Vernal pool fairy shrimp
- San Diego fairy shrimp
- Riverside fairy shrimp
- Vernal pool tadpole shrimp
- Quino checkerspot butterfly
- Mission blue butterfly

Amphibians
- California tiger salamander
- Arroyo toad
- California red-legged frog
- Foothill yellow-legged frog
- Mountain yellow-legged frog
- Sierra Nevada yellow-legged frog
- Chiricahua leopard frog
- Western spadefoot

Fish
- Southern California steelhead ESU
- Delta smelt
- Arroyo chub
- Hardhead minnow
- Santa Ana speckled dace
- Santa Ana sucker
- Unarmored threespine stickleback
- Tidewater goby

Reptiles
- Western pond turtle
- Desert tortoise
- Giant garter snake
- Alameda whipsnake
- Flat-tailed horned lizard

Mammals
- California bat species
- San Joaquin kit fox
- Stephens' kangaroo rat
- San Bernardino kangaroo rat
- Mohave ground squirrel
- Palm Springs round-tailed ground squirrel
- Palm Springs pocket mouse
- White-eared pocket mouse

Birds
- Burrowing owl
- Least Bell's vireo
- California gnatcatcher
- Swainson's hawk
- Willow flycatcher
- Migratory species

Plants
- Rare, threatened, and endangered plant vouchers
- Identification of Caulerpa taxifolia algae













Amphibian and Aquatic Reptiles - Surveys Habitat Assessments





ECORP's biological expertise includes amphibian ecology, survey capabilities and Endangered Species Act and special-status species compliance (listed, special-status, and other species). ECORP amphibian biologists have extensive experience conducting habitat assessments, presence/absence surveys, and consultations for several state and federally-listed species and other special-status species throughout California. ECORP has extensive experience designing and conducting studies and surveys for special-status amphibian species in California's Central Valley as well as in montane habitats throughout the Sierra Nevada Mountains, the Coast Range, and the southern portion of the Cascades Range.

Our biologists have training and experience conducting amphibian surveys using state and federal agency protocols, and have developed standardized methodologies for conducting habitat assessments and visual encounter surveys for a variety of amphibian species. ECORP performs surveys for special-status amphibians throughout California, and has developed management strategies; prepared avoidance, conservation, and mitigation measures; and designed monitoring plans for the following species:





- California red-legged frog
- California tiger salamander
- Western spadefoot
- Yosemite toad
- Arroyo toad
- Sierra Nevada yellow-legged frog
- Foothill yellow-legged frog
- Cascades frog
- Western pond turtle

Services Provided

- General and species-specific habitat assessments and formal surveys
- Constraints analyses and recommendations
- Baseline studies in support of hydroelectric relicensing and post-license monitoring
- Threatened and endangered species studies
- Hydrogeomorphic assessments and flow/habitat studies
- Impact evaluations
- Conservation, mitigation, and monitoring plans
- USFWS Biological Assessments, resource agency liaison and negotiation

Botanical Services






ECORP offers a wide range of botanical services within California's diverse plant communities. Our botanists are fully qualified to conduct plant surveys to support National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documentation and Biological Assessments for consultation with the U.S. Fish and Wildlife Service (USFWS). Our botanists are highly trained in plant taxonomy and identification. We routinely utilize on-line databases and archives, reference populations, and local herbaria to assist with accurate identification of California's flora. We also hold the necessary permits to properly identify and voucher rare, threatened, and endangered plants encountered during our surveys.

ECORP botanists use the latest techniques and protocols approved by the USFWS, California Department of Fish and Wildlife (CDFW), and California Native Plant Society (CNPS) to conduct plant surveys. Vegetation mapping and plant community classification is conducted in accordance with the well-recognized Sawyer and Keeler-Wolf and Holland systems.

Services Provided

- Site assessments
- General botanical surveys
- Special-status plant surveys
- Vegetation mapping
- Mitigation planning and monitoring
- Arborist surveys/tree inventory
- Exotic vegetation control

Vegetation Communities

- Vernal pool/grassland
- Riparian
- Chaparral
- Serpentine/gabbro associations
- Oak woodland
- Coastal sage scrub
- Sierra Nevada foothills
- Montane/alpine
- Freshwater and salt marsh
- Desert






Bat Surveys





ECORP has highly qualified staff with expertise and necessary permits to conduct the full range of bat surveys to meet the requirements of regulatory agencies in addition to complying with county and city environmental ordinances. ECORP biologists assist project proponents in designing and implementing projects that avoid or minimize impacts to local bat populations.

Services Provided



- Initial site assessment for bat habitat suitability and potential roost identification
- Bridge assessments and surveys
- Roost surveys using a Treetop Peeper™ camera
- Day/night roost surveys
- Roost exit surveys
- Active acoustic surveys (using Anabat II™ broad-band detector with laptop)
- Passive acoustic monitoring (using Anabat II™ broad-band detector with storage ZCAIM)
- Mist netting surveys
- Abandoned mine and cave assessment surveys
- Developing and implementing California Environmental Quality Act (CEQA) mitigation
- Bat-related education programs

Benthic Macroinvertebrate Bioassessment Studies





Bioassessments measure the quality of the stream by analyzing the aquatic life present. Higher levels of appropriate aquatic species tend to indicate a healthy stream, whereas low levels of organisms can indicate stream degradation. ECORP ecologists conduct benthic macroinvertebrate (BMI), algal, and physical habitat bioassessments to determine overall stream health and to evaluate habitat impacts and community structure impairment resulting from altered stream flows, sediment deposition, or contaminant release (e.g., downstream releases from dams, diversions, accidental spills, and hydroelectric power facilities). Our aquatic invertebrate laboratories are located in Rocklin and Santa Ana and provide statewide services. We are approved by California Department of Fish and Wildlife (CDFW) to perform bioassessments using the Surface Water Ambient Monitoring Program (SWAMP) protocols or other established or defined sampling methods. Our staff are members of the Southern California Association Marine Invertebrate Taxonomists (SCAMIT) and Southwest Association of Freshwater Invertebrate Taxonomists (SAFIT).

Services Provided



- BMI and algal study design, sample collection, and laboratory processing
- Sample processing and identification, data analysis and condition assessments
- Taxonomy of BMI using SWAMP (Levels 1 and 2) or other established methodologies
- Natural Resource Damage Assessment (NRDA), including liaison with federal/state Trustees
- Estuarine and marine benthic ecology and taxonomy
- Routine in-house and CDFW audits for taxonomic verification
- Rapid bioassessment monitoring for pre- and post-construction activities
- Bioassessment monitoring for California State and Regional Water Quality Control Board clean up and abatement orders
- NPDES Bioassessment compliance
- Bioassessment for compliance with the NPDES Construction General Permit requirements for Risk Level 3 or LUP Type 3 projects 30 acres or greater with direct discharge into receiving waters.

Fisheries and Aquatic Habitat Assessments



ECORP's fisheries and aquatic staff design and conduct environmental assessment studies in all of California's aquatic habitats, including riverine, lacustrine, estuarine, and marine systems. We conduct technical studies and prepare supporting documentation for Biological Assessments and Section 7 consultations for salmonids (National Marine Fisheries Service (NMFS)) and non-salmonids (U.S. Fish and Wildlife Service (USFWS)) under the Endangered Species Act.



ECORP biologists hold federal incidental take permits (or are routinely approved by NOAA Fisheries on a project basis) for numerous federally-listed species in California, including the various races and Evolutionarily Significant Units (ESUs) of Chinook salmon and steelhead, tidewater goby, Santa Ana sucker, and unarmored threespine stickleback.

Our biologists work with hydraulic engineers to evaluate existing and predictive fish habitat (PHABSIM modeling), impacts to fish and habitat from altered streamflows (dam and bypass releases), fish passage, fish screening, and fish entrainment. ECORP conducts field-level stream and riparian habitat mapping using USFWS protocols, and channel classification using the Rosgen multi-level approach. ECORP biologists are proficient with hydroacoustic assessments, acoustic tagging, and mobile tracking methodologies.

Services Provided

- Fisheries and aquatic habitat study design
- Estuarine habitat/eelgrass assessments
- Aquatic, riparian, and estuarine habitat restoration
- Estuarine/marine fish ecology and study design
- Acoustic fish tagging/tracking
- Entrainment evaluations
- Fish passage assessments
- Water project operations impact assessments
- Mitigation planning and design
- Alternatives analyses
- Limiting factor analyses
- Watershed and ecosystem restoration planning
- Section 7 Endangered Species Act compliance
- Fish relocation and salvage

Marine Science Services



ECORP's marine biologists and fisheries scientists have many years of experience designing and conducting marine resource surveys, including fish community/population assessment, benthic infaunal assessments, eelgrass bed delineation and density, and monitoring of Harmful Algal Blooms (HABs). ECORP scientists have proficient knowledge in coastal ecology, designing and implementing wetland evaluations, and salt marsh and eelgrass habitat assessment and restoration.



ECORP maintains a dedicated laboratory for processing of plankton, fish and sediment samples, including taxonomy of benthic infauna. Staff are proficient in the use of otter trawl, beam trawl, box core samplers, seines, traps, direct observation (SCUBA and snorkel), and other methodologies. ECORP provides for vessel sampling support as well as diver-based platforms, and maintains a 17-foot Boston Whaler and support craft.

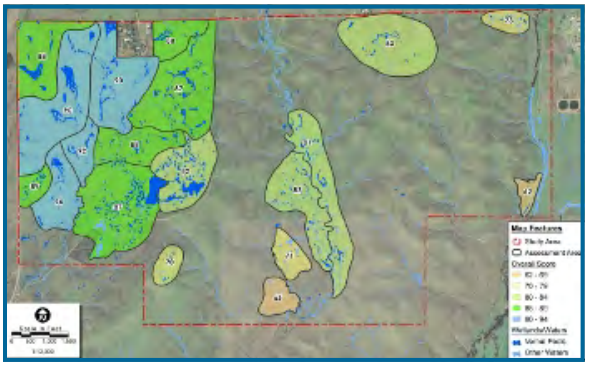


Services Provided

- Marine fisheries assessment/population modeling
- Marine fish habitat delineation and assessment
- Estuarine and tidal marsh/seasonal wetland studies
- Marine trawling and benthic infaunal assessments
- Marine benthic taxonomic services
- Bay and baylands fisheries habitat assessment
- Eelgrass bed density evaluation and monitoring
- Kelp bed and rocky reef dive surveys
- Restored tidal marsh habitat monitoring
- Caulerpa presence/absence surveys

California Rapid Assessment Method (CRAM)





The California Rapid Assessment Method (CRAM) was developed to rapidly assess the status of wetlands throughout California. It was designed to be a fast, cost-effective, standardized and repeatable way to monitor different wetland types across a number of spatial scales. CRAM scores are based on four attributes that are considered to be universally shared by all wetlands: Buffer and Landscape Context, Hydrology, Physical Structure, and Biotic Structure.

ECORP staff are on the forefront of CRAM development and frequently provide CRAM assessments for a number of different wetland types including estuaries, rivers, seasonal wetlands, vernal pools, and vernal pools systems. We routinely provide review and feedback to the CRAM development team to help refine and improve these methodologies.

CRAM assessments can be used for a variety of purposes including:

- Preliminary wetland assessments
- Functions and values assessment
- Pre- and post-construction monitoring
- Evaluation of restored and created wetlands over time
- Scores can be used as part of an Alternatives Analysis to determine the least environmentally damaging practicable alternative (LEDPA)
- Developing Compensatory Mitigation Plans
- Supporting Information for Before-After Mitigation-Impact (BAMI) analysis for ACOE permits

ECORP staff have training and experience conducting CRAM assessments throughout California's diverse wetland types including:

- Estuaries
- Riverine systems
- Depressional wetlands
- Perennial wetlands
- Vernal pools
- Vernal pool systems

Wetland Assessment and Delineation

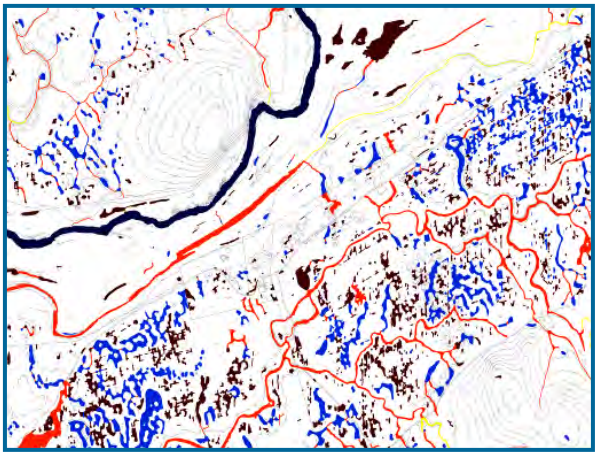


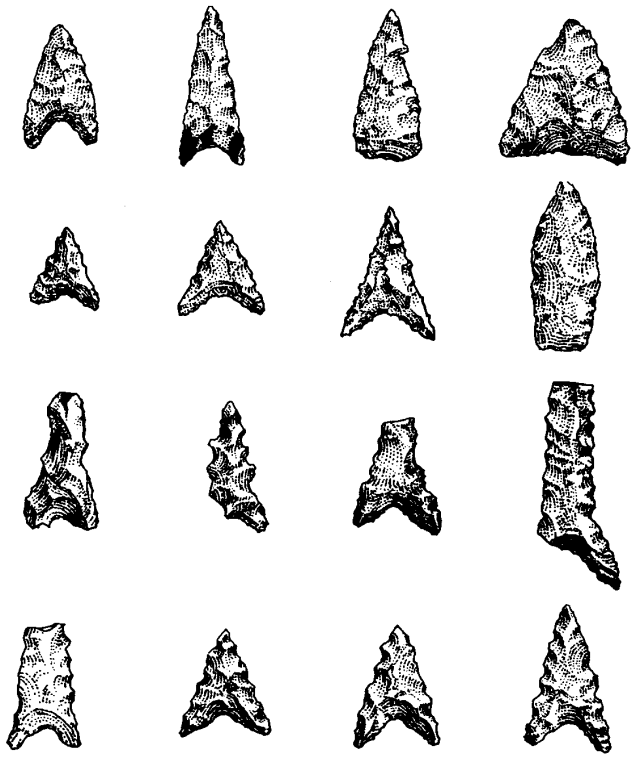
ECORP has extensive experience conducting assessments and delineations of wetlands and other waters of the United States throughout California, and other Western States. ECORP's biologists are experienced with a broad range of freshwater and coastal wetland communities. Wetland assessments are conducted to identify the presence and approximate extent of potentially jurisdictional waters of the United States (regulated under the federal Clean Water Act), and waters regulated by the California Department of Fish and Wildlife. The U.S. Fish and Wildlife Service is consulted under the federal Endangered Species Act regarding potential effects to federally-listed threatened and endangered species.

Data obtained through assessment investigations are often used during initial project opportunity/constraint analyses. Jurisdictional delineations precisely map and quantify the extent of wetlands and other waters of the United States subject to U.S. Army Corps of Engineers jurisdiction, and regulated under the federal Clean Water Act. Field investigations involve the collection of site-specific data, including soil characteristics, assessment of plant species composition, and evaluations of hydrologic conditions. Wetland delineations are conducted in accordance with the Corps of Engineers Wetlands Delineation Manual and the interim supplement to the Corps of Engineers Wetlands Delineation Manual: Arid West Region.

Services Provided

- Pre-investment "due diligence" analysis
- Wetland jurisdictional determinations
- Use of Global Positioning System (GPS) technology to map locations of sensitive resources
- Development of Geographic Information System (GIS) databases to catalog wetlands and other sensitive biological resources
- Preliminary assessment of regulatory requirements and project design consultation to assist in regulatory compliance





Cultural Resources

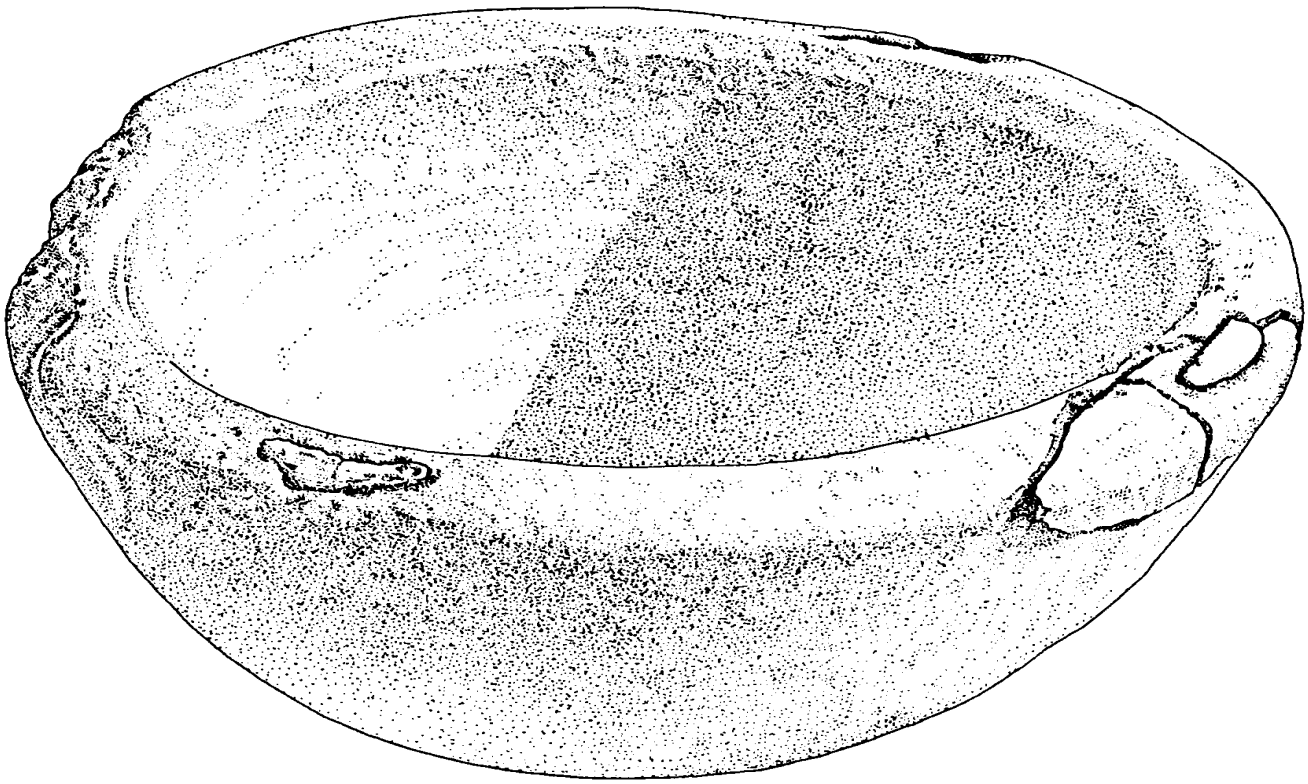
Archaeological Services

Architectural History

Cultural Resources Consultation and Agreement Documents

Laser Scanning and Lidar





Archaeological Services







ECORP's cultural resources staff provides all services required for the identification, evaluation, and treatment of archaeological resources as needed for compliance with federal, state, and local regulations. ECORP archaeologists carry out field surveys to identify prehistoric sites including village sites, temporary camps, roasting pits/hearths, lithic (stone) tools and flakes, milling features and groundstone artifacts, petroglyphs/rock art, geoglyphs, fish traps, and burials/cremations. ECORP archaeologists also identify historic archaeological sites including homesteads; agricultural or ranching features; mining-related features; water storage and conveyance features such as culverts, reservoirs, and dams; and refuse concentrations. ECORP archaeologists excavate archaeological sites in order to evaluate their significance and to recover data as mitigation of impacts.

Services Provided

- Field surveys, sample survey strategy designs, and predictive models
- Detailed recordation of archaeological sites, using Global Positioning Systems (GPS) technology for site mapping
- Preparation of California Department of Parks and Recreation (DPR) 523 site forms
- Test excavations of prehistoric and historic-period archaeological sites
- Laboratory sorting, cataloging, and analysis of artifacts
- Site evaluations using the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR) eligibility criteria
- Impact assessments and development of mitigation measures
- Data recovery for mitigation
- Construction monitoring
- Ground-based laser scanning and mapping of sites
- Three-dimensional scanning of artifacts
- Geoarchaeology

Architectural History



ECORP's architectural historians are experienced in the identification and evaluation of historic-period resources such as houses, barns, commercial buildings, mining landscapes, industrial sites, public utilities, ranches, military structures, bridges, farmsteads, historic districts, and other elements of the built environment. ECORP utilizes public and private archives, libraries, and historical societies to develop high quality historic research designs, innovative mitigation strategies, and to answer complex research questions.



ECORP's architectural historians conduct all types of large and small scale federal, state, and local environmental compliance projects carried out under the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA). ECORP prepares historic property evaluations and nominations for the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). ECORP's architectural history staff meets the Secretary of the Interiors Professional Qualifications Standards for Architectural History and History. ECORP produces the full range of NHPA Section 106 and CEQA architectural history compliance documentation.

Services Provided

- Reconnaissance level historic property inventories
- Literature reviews, archival research, and oral interviews
- Evaluations of historic-age buildings and structures using NRHP and/or CRHR eligibility criteria
- Preparation of Department of Parks and Recreation (DPR) 523 series forms
- Historic American Building Survey (HABS), Historic American Engineering Record (HAER), Historic American Landscape Survey (HALS) documentation
- Preparation of Historic Property Survey Reports (HPSR), Findings of Effect, historic context statements, and Historic Property Management Plans (HPMP)
- Impact assessments and development of mitigation measures
- Preparation of Memoranda of Agreement, Treatment Plans, and Technical Reports
- Coordination/consultation with federal resource agencies, the Office of Historic Preservation (OHP), and State Historic Preservation Officer (SHPO)

Cultural Resources Consultation and Agreement Documents



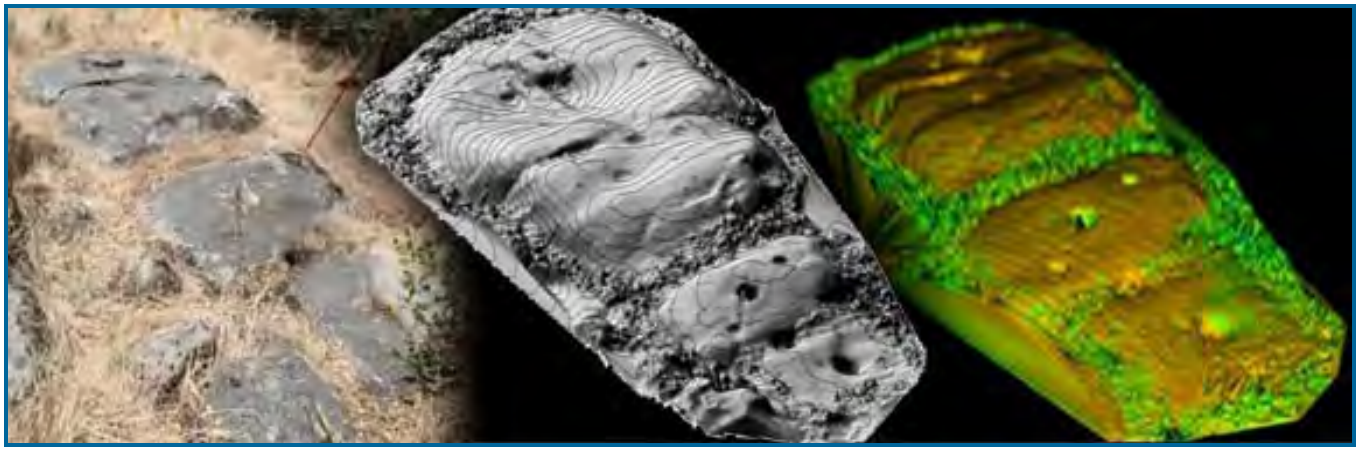
ECORP's experienced cultural resources staff can assist clients with consultation with federal agencies, State Historic Preservation Officers (SHPO), and Native American groups and organizations, as required, based on project needs.

The staff is well-versed in the preparation of agreement documents and management plans for the management or treatment of historic properties (i.e., properties listed on or determined eligible for listing on the National Register of Historic Places) or historical resources (i.e., properties listed on or determined eligible for listing on the California Register of Historical Resources).

Services Provided

- Coordination/consultation with federal agencies and SHPO
- Native American consultation and interviews with tribal representatives/elders regarding tribal cultural resources issues or concerns
- Preparation of Cultural Resources Management Plans (CRMP) and Historic Preservation Plans (HPP) for land managers that summarize the federal, state, and local regulations that apply to the management of cultural resources on their land, identify known resources within their boundaries, and provide management recommendations for compliance procedures, program priorities, and implementation recommendations
- Preparation of Memoranda of Agreement (MOA) among a project proponent, SHPO, and the lead federal agency for Section 106 mitigation measures
- Research designs, test plans, and data recovery plans

Laser Scanning and Lidar



ECORP strives to utilize the most current mapping technology and data collection processes. One of the most powerful and promising new data collection technologies is known as Laser Imaging Detection and Ranging (lidar). Lidar data collection relies on an aircraft-mounted, computer-controlled laser that records high precision distance measurements, synchronized with a precision survey grade Global Positioning System (GPS) unit and inertia measurement system. As the aircraft passes over the study site, it has the potential to record high density x,y,z measurements that can later be interpolated into high density digital terrain models (DTMs), topographic contour data, and vegetation height maps. DTMs interpolated from lidar data provide an accurate data source for spatial analysis, terrain modeling, and change analysis.

ECORP provides access to lidar data collection for our clients by being the point of contact and liaison between the data collection vendor, ground survey crew, and aerial imagery provider. Also, ECORP can potentially help decrease our clients' costs by combining collection orders to create bulk rate flights with lower project origination fees and aircraft ferry charges. Lidar vendors used by ECORP produce elevation coordinates that meet or exceed National Map Accuracy Standards. Lidar technology provides a cost-effective data collection method for documenting medium to large-scale archaeological features such as bedrock mortar complexes, mine tailings, water conveyance systems, and historic landscapes.

On a smaller scale, ECORP possesses desktop laser scanning capabilities to create three-dimensional models of artifacts, which can then be transformed into plastic models for use as educational tools, in interpretive displays, and to contribute toward preservation of information as part of a data recovery effort. These models can be scaled up or down to meet the needs of the client, and can be painted to replicate material type.



Services Provided

- Client consultation for lidar data collection
- Pre-flight project data preparation
- Lidar data analysis and modeling
- Topographic contour development and map production
- Ground-based laser scanning and mapping of sites
- Three-dimensional scanning of artifacts
- Artifact and site replicas for interpretive displays
- Virtual exhibits for kiosks



NEPA and CEQA Documentation

National Environmental Policy Act (NEPA) Review and Compliance

California Environmental Quality Act (CEQA) Review and Compliance

Environmental Justice

Bilingual Outreach

Visual Simulation and Observer Analysis



National Environmental Policy Act (NEPA) Review and Compliance



ECORP's staff of environmental analysts have extensive experience in conducting both stand-alone National Environmental Policy Act (NEPA) and combination NEPA/California Environmental Quality Act (CEQA) documents. NEPA documentation is required for projects on federal land, but it is often also required if there is federal funding for a local project. Requirements for NEPA documents such as Environmental Assessments (EA) and Environmental Impact Statements (EIS) can vary widely among agencies. ECORP's staff have worked with a variety of federal agency guidelines, including the Federal Highway Administration (FHWA), Bureau of Land Management (BLM), U.S. Department of Housing and Urban Development (HUD), and the U.S. Department of Defense.

Services Provided

- Preparation of NEPA documents (EA, Findings of No Significant Impacts, EIS, and Records of Decisions)
- Preparation of supporting technical studies (e.g., biological resources, cultural resources, environmental justice)
- Third-party review of technical studies and NEPA documents prepared by others
- Public participation, including English-Spanish translation of public notices and public information materials



California Environmental Quality Act (CEQA) Review and Compliance



ECORP provides comprehensive management of environmental impact documentation projects, as required by the California Environmental Quality Act (CEQA). Staff project managers can provide agencies with the expertise to determine the appropriate CEQA document for each project. After the appropriate document has been determined, either by the agency or with assistance from ECORP, we can provide management and analysis services to complete all levels of CEQA documentation, from Categorical or Statutory Exemptions to Environmental Impact Reports. We can also prepare supporting documentation, such as CEQA Notices, Findings, and Statements of Overriding Considerations.

Services Provided

- Preliminary project assessment for CEQA compliance
- Preparation of CEQA documents (Categorical Exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports)
- Preparation of supporting technical studies (e.g., biological resources, cultural resources)
- Single point of contact for environmental technical studies required for submittal with development applications
- Third-party review of applicant-prepared technical studies
- Public participation, including English-Spanish translation of public notices and public information materials





Environmental Justice



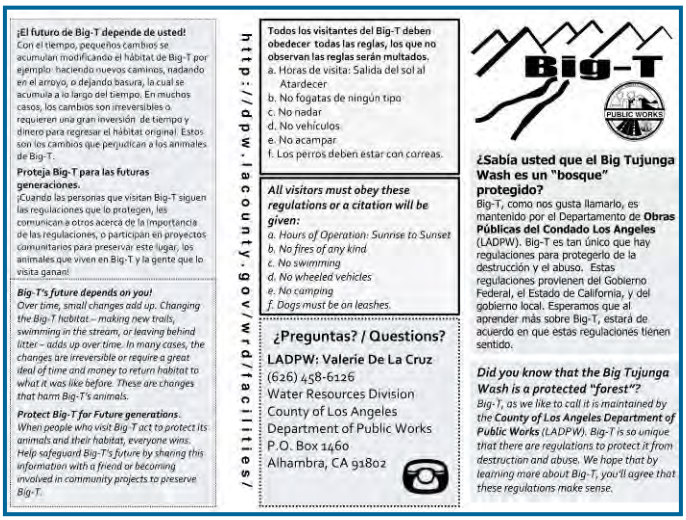
ECORP staff have conducted environmental justice analyses for numerous projects since the implementation of federal environmental justice requirements in 1994. Projects have ranged in size from parcels of less than one acre to project areas of approximately 650,000 acres, and have included transportation and property transfer projects for various federal and regional agencies. Our staff have also assisted state agencies in the practical implementation of state environmental justice guidelines.

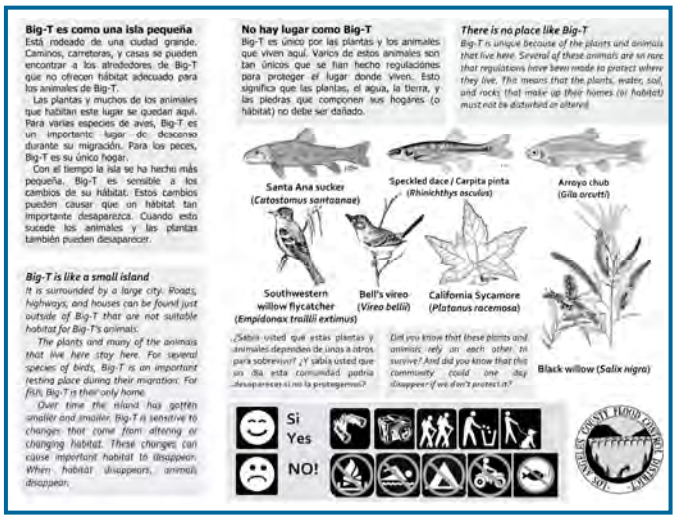
Services Provided

- Geographic Information Systems (GIS) based mapping and evaluation of Communities of Concern (minority and/or low-income communities)
- Analysis of environmental impacts to determine "disproportionate" effects to Communities of Concern
- Focused/enhanced public participation to minority/low income audiences
- English-Spanish translation of public notices and public information materials

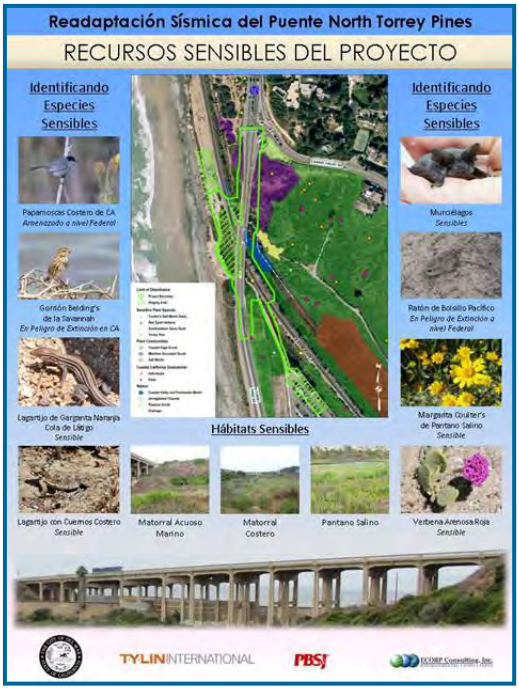


Bilingual Outreach





ECORP has provided Spanish translation services since 2006 for a variety of private and public clients. Our Spanish translation services include scoping/public meeting support for Spanish speakers, public notices for NEPA and CEQA documents, newsletters, and worker education materials, including PowerPoint presentations, tri-fold educational pamphlets, and information cards. We also offer on-site construction worker education for biological resources and cultural resources monitoring projects. Our goal is to assist the Spanish-speaking public and those working on construction projects to understand the environmental process and laws that protect sensitive resources. We have Spanish speaking staff in both northern and southern California who can provide timely and practical translation services for a variety of project needs.



For example, ECORP translated a PowerPoint presentation and presented it to an over 90 percent Spanish-speaking audience in Kern County. We have also prepared Spanish Worker Education Programs, including a program for a bridge project in San Diego County that includes a spoken PowerPoint presentation, information brochure, and information cards. As part of a worker education program the need for bilingual services occurs more often than not. We have found that projects run smoother when everyone is adequately informed and understands the environmental issues associated with the project.

Services Provided

- Public meeting support for Spanish-speaking communities
- Public notices for NEPA and CEQA documents
- Newsletters, brochures, and flyers
- PowerPoint presentations
- Construction worker education and training materials

Visual Simulations and Observer Analysis





ECORP uses a combination of visual simulation programs including ArcGIS, AutoCAD Civil3D, Sketch-up, and Photoshop to prepare clear and useful before and after representations of projects in support of land use applications and NEPA and CEQA documents. We have provided visual simulation services for mining, solar, and transmissions line projects for private and public development. ECORP is also experienced in conducting scenic quality and sensitivity impact analysis per the Bureau of Land Management's Visual Resource Management (VRM), U.S. Forest Service, and customized methodologies. Our staff is dedicated to producing comprehensive and accurate visual representations of proposed projects that can be used by local, state, and federal governments, and the general public to understand potential impacts to the visual character and quality of scenic resources.





Services Provided

- Visual reconnaissance surveys
- Aesthetics analysis
- NEPA/CEQA documentation
- Land use application support
- Visual Resource Management (VRM)
- Historic district viewshed analysis



Environmental Permitting

Federal Energy Regulatory Commission (FERC) Licensing Support

Federal Permits

State Permits

Local Entitlements

Storm Water Quality Management



Federal Energy Regulatory Commission (FERC) Licensing Support



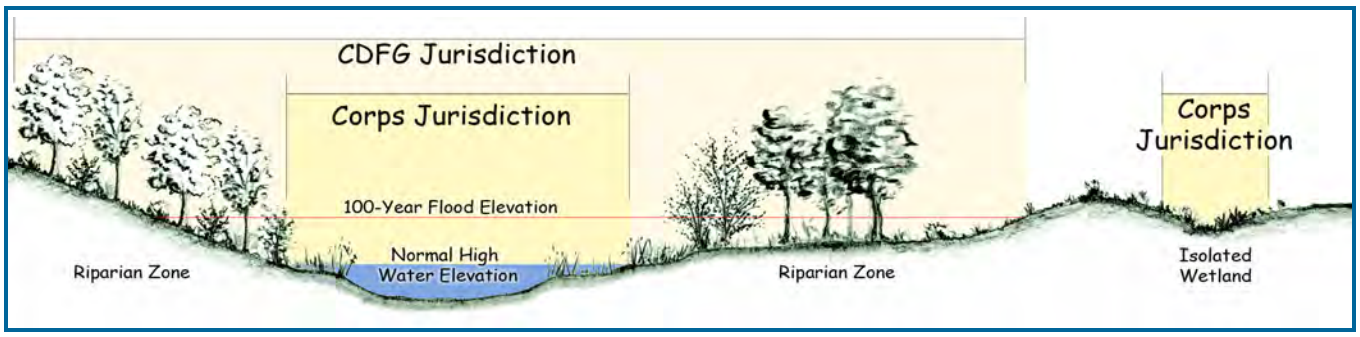
Under the Federal Power Act, the Federal Energy Regulatory Commission (FERC) has the exclusive authority to license non-federal hydropower projects on navigable waterways and federal lands with review of state and federal agencies. Building and operating hydropower projects can affect the natural environment and result in changes to land use, which may be of concern to local citizens and non-governmental organizations.

On July 23, 2003, FERC issued a Final Rule to revise its regulations pertaining to hydroelectric licensing under the Federal Power Act. Effective October 23, 2003, the revisions would create a new licensing process, the Integrated Licensing Process (ILP). ECORP is proficient at FERC licensing and relicensing, using ILP, Alternative Licensing Process (ALP), and Traditional Licensing Process (TLP). ECORP has conducted several FERC licensing and relicensing efforts, often leading the collaborative effort, and providing technical support for required study elements.

Listed below are the elements, required by the ILP:

- Geology and soils
- Water resources
- Fish and aquatic resources
- Wildlife and botanical resources
- Wetlands, riparian and littoral habitat
- Rare, threatened and endangered species
- Recreation and land use
- Aesthetic resources
- Cultural resources
- Socioeconomic resources
- Tribal resources
- River basin description
- Dispute resolution (computer-aided)

Federal Permits



ECORP frequently prepares applications for and negotiates the issuance of federal permits on our client's behalf. We have extensive experience with the U.S. Army Corps of Engineers through obtaining Clean Water Act, Section 404, Nationwide Permit authorizations, Letters of Permission, and Individual Permits. We also author Clean Water Act, Section 404(b)(1) alternatives analyses, as required by the U.S. Environmental Protection Agency. Our staff are experienced with preparing Biological Assessments and Habitat Conservation Plans used to support the Federal Endangered Species Act Section 7 (Biological Opinion) and Section 10 (Take Authorization) consultations with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. We also provide support to these agencies as they prepare the NEPA document associated with the permit issuance.

U.S. Army Corps of Engineers

- Clean Water Act
  - Section 404 Nationwide and Individual Permits
- Rivers and Harbors Act
  - Section 10 Permits

U.S. Environmental Protection Agency

- Clean Water Act
  - Section 404(b)(1) Alternatives Analysis
- National Environmental Policy Act (NEPA)
  - Environmental Assessments (EA)
  - Environmental Impact Statements (EIS)

U.S. Fish and Wildlife Service

- Endangered Species Act
  - Section 7 Consultations for Biological Opinions
  - Section 10 Habitat Conservation Plans

National Marine Fisheries Service

- Endangered Species Act
  - Section 7 Consultation for Biological Opinions

Advisory Council on Historic Preservation

- National Historic Preservation Act
  - Section 106 Determinations
- Archaeological Resource Protection Act
- Native American Graves Protection and Repatriation Act

State Permits



ECORP assists our clients through preparation of applications for state permits including those required by the California Endangered Species Act, California Department of Fish and Wildlife Code, Section 1600, Section 401 of the Clean Water Act, and the Porter-Cologne Act (State/Regional Water Quality Control Board Water Quality Certifications/Waste Discharge Permits). Additionally, ECORP staffs a stormwater group that provides resources for clients needing assistance with NPDES permitting and SWPPP preparation.

State of California

- California Environmental Quality Act (CEQA)
  - Negative Declarations (ND)
  - Environmental Impact Reports (EIR)
- State Historic Preservation Officer Determinations

California Department of Fish and Wildlife

- Lake and Streambed Alteration Agreements
  - Section 1600 Permits
- California Endangered Species Act

Regional Water Quality Control Board

- Clean Water Act Water Quality Certification
  - Section 401 Certifications
  - Section 402 National Pollutant Discharge Elimination System (NPDES) Permitting
  - Storm Water Pollution Prevention Plans
- Porter-Cologne Act
  - Waste Discharge Permits

California Reclamation Board

- Encroachment Permits

California Coastal Commission

- California Coastal Act
  - Local Coast Program (LCP)

Local Entitlements



ECORP provides project support during the local entitlement process. On a regular basis, ECORP advises landowners on the anticipated regulatory steps required for processing their holdings and achieving the right to develop a property for a particular use. For this purpose, ECORP conducts a due diligence assessment for biological, cultural, and other resources. These types of studies function as an "early warning system" for landowners which can then guide them as to which resource-based studies and federal and state permits are needed during the local entitlement process. The end result of the entitlement process is typically the preparation of the associated CEQA document and issuance of a grading and/or development permit.

Services Provided

- Biological and cultural resources constraints analysis
- Public database search for biological resources
- Jurisdictional wetland delineation
- Focused surveys for plant and animal species
- Tree inventories and assessments
- Cultural resource studies and records searches
- Mitigation planning and agency negotiation
- Project impact analysis
- CEQA document preparation (including technical appendices)
- Public participation and meetings
- Resource agency consultation and agency meetings
- Regulatory permit applications for wetlands
- Endangered species permitting

Storm Water Quality Management



ECORP offers a wide range of storm water quality management expertise to both the private and public sectors for development projects (construction and post-construction), and industrial facilities. Our water quality staff approach each project with site-specific and cost-effective techniques to minimize storm water pollution, and comply with state, federal, and local regulations.

Services Provided

- Qualified SWPPP Developers (QSD)
  - Site specific Storm Water Pollution Prevention Plans (SWPPPs)
  - Selection of appropriate and cost-effective Best Management Practices (BMPs)
  - SWPPP Plan Amendments
  - Stormwater Multiple Application and Report Tracking System (SMARTS) Notice of Intent (NOI) preparation
  - Risk calculations
- Qualified SWPPP Practitioners (QSP)
  - Linear Underground/overhead Projects (LUP) and traditional construction site monitoring and reporting
  - Rain Event Action Plan (REAP)
  - Water quality monitoring, sampling, analysis, and reporting
- Storm water consultation/National Pollutant Discharge Elimination System (NPDES) technical assistance
  - SMARTs Technical Assistance
  - Change of Information (COI)
  - Notice of Termination (NOT)
  - On-call site assessment
  - Agency liaison and response to agency enforcement actions
- Storm water pollution prevention training and tailboards
  - Key concepts of erosion and sediment control
  - Storm water regulation
  - BMP technology, proper installation, and maintenance and monitoring
  - Preconstruction environmental awareness training for sensitive species and habitats
- Industrial monitoring and reporting
  - Site inspections and water quality monitoring
  - Annual report preparation



Restoration, Mitigation and Open Space Management

Habitat Restoration, Planning, Design, and Construction

Mitigation and Compensation Planning

Mitigation Banking

Open Space Management

Landscape Architecture



Habitat Restoration, Planning, Design, and Construction



ECORP is experienced in the design, management, and supervision of habitat restoration and construction activities. Our staff prepare design specifications and assist in the bid process. We provide observation and technical assistance during grading and construction of wetland restoration and compensation sites, such as vernal pools, seasonal and perennial wetlands, streams, and upland buffer areas. Our staff also prepare planting plans, specifications, irrigation plans, and provide assistance with implementation of various restored habitats and vegetation communities.

Services Provided

- Baseline data collection
- Permit applications and agency mitigation consultations
- Conceptual habitat creation/restoration design
- Habitat restoration landscape construction documents
- Construction bid assistance
- Construction observation
- Compliance monitoring
- Habitat success monitoring
- Invasive exotic species eradication plans





Community Types

- Vernal pools
- Fresh water marshes
- Salt marshes
- Riparian systems
- Riverine, ponds and lakes
- Coastal sage scrub
- Native grasslands
- Oak woodlands
- Desert

Mitigation and Compensation Planning



Habitat mitigation planning, design, permitting, and implementation are some of the most complex issues in the environmental field. It not only requires knowledge of biology/ecology, hydrogeomorphology, horticulture, landscape architecture, and landscape contracting to design, but also a broad understanding of federal and state rules and regulations which ultimately dictate permitting/mitigation success. Often, approval of a project's mitigation is as complicated as the project entitlement process. ECORP personnel are on the leading edge of mitigation planning and implementation, and are recognized as such by resource agencies such as the U.S. Army Corps of Engineers (Corps), U.S. Environmental Protection Agency (EPA), and U.S. Fish and Wildlife Service (USFWS). ECORP has developed a strong reputation in this field, and is sought out by private parties, conservation groups, and local governments for our mitigation planning experience.

Services Provided

- On- and off-site mitigation feasibility studies prior to final development project design
- Conceptual habitat restoration plans for permit approvals for both wetland and upland habitats
- Landscape and engineering construction documents for project bidding and installation
- Installation monitoring to oversee mitigation plan implementation
- Adapt mitigation design to site conditions
- Long-term success monitoring of restoration projects
- Assess that permit and design goals are met through habitat replacement
- Evaluation of on- and off-site mitigation opportunities
- Wetland mitigation bank planning, design, and implementation
- Compensation planning for impacts to threatened or endangered species
- Regional-scale mitigation planning
- Habitat Conservation Planning (HCP), pursuant to federal Endangered Species Act (ESA), Section 10
- Natural Community Conservation Planning (NCCP), pursuant to California Fish and Wildlife Code, Section 2081



Mitigation Banking



Mitigation banking is the restoration, creation, enhancement, or preservation of a stream, wetland, habitat, or other natural resources to establish credits used to offset or mitigate for the adverse impacts caused by a nearby project. The goal of mitigation banking is to replace or increase the amount or value the specific resource or habitat impacted. Mitigation banks are protected by a perpetual conservation easement, with an endowment or method to fund their maintenance. Mitigation banks provide many advantages over on-site and small parcel mitigation. By combining necessary services to create, maintain, and monitor mitigation, banks are able to provide superior biological services at a lower cost.

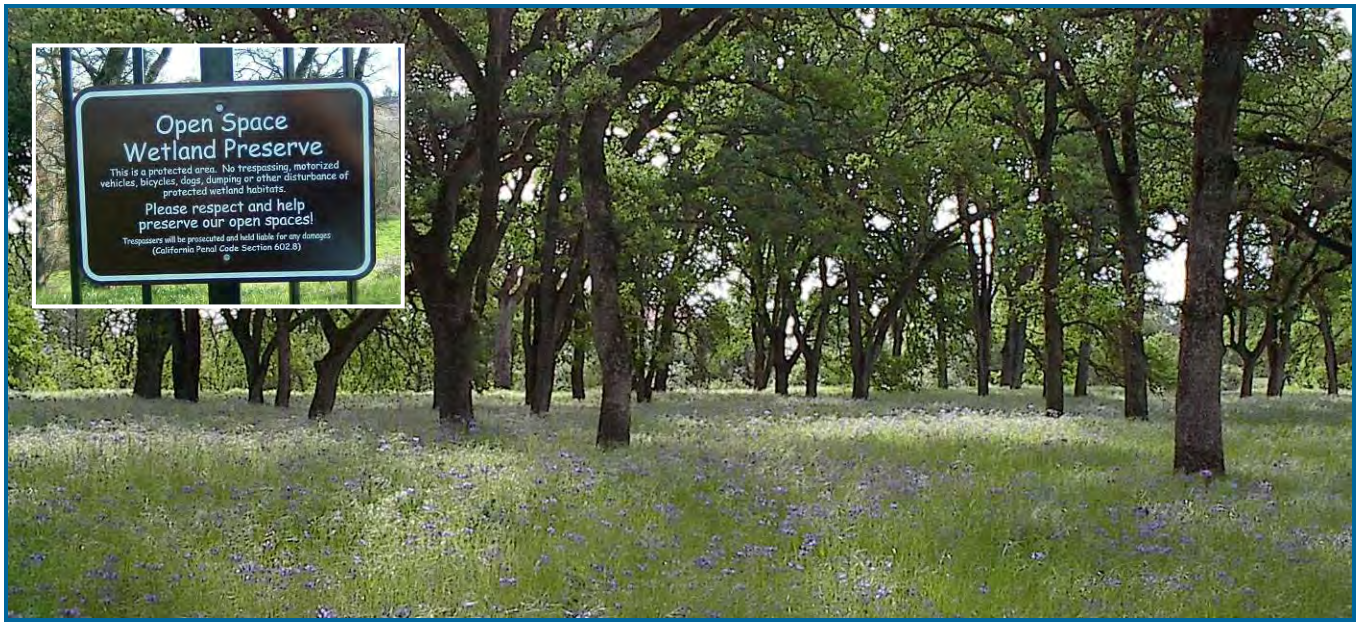
Due to the depth of our knowledgeable staff, we often assist mitigation banking firms with specific aspects of the mitigation banking process. Our team of experts can provide habitat assessments, focused species surveys, wetland delineations, cultural resources services and analysis related to hydrology and geomorphology to support the allocation of credits for mitigation or conservation banks. Additionally, our habitat restoration specialists can prepare planting and construction plans needed to create or restore habitat to bring additional value to your project.

ECORP also is well-versed in the mitigation and conservation banking approval process. From preparing feasibility analyses to extensive Bank Enabling Instruments, ECORP staff have entitled banks from the initial assessment of the property to coordinating credit sales on behalf of the bank owner/sponsor. Whether you are a mitigation banking firm looking for a specific service or a landowner thinking about entering the mitigation banking market, ECORP can assist you.

Services Provided

- Conduct market analysis for proposed credit types
- Conduct baseline species and cultural resource surveys
- Develop conceptual Bank Development Plan
- Develop Bank Prospectus and Bank Enabling Instruments
- Conduct negotiation with agencies

Open Space Management



ECORP staff have worked extensively with federal and state resource agencies and local jurisdictions to develop Management Plans that meet all of the necessary regulatory requirements pertaining to open space preserves. ECORP also provides biological monitoring to assess the health of open space and facilitate its preservation in its natural state.

ECORP staff are experienced in the preparation of Open Space Management Plans for a variety of habitat types from plan development to drafting deed restrictions and conservation easements. In addition, ECORP staff can assist in identifying a Preserve Manager and coordinating the activities that will be necessary to implement the tasks identified in the Open Space Management Plan.

Often, monitoring is a requirement of an Open Space Management Plan. ECORP's biologists conduct regulatory agency-required surveys including floristic monitoring, special-status species monitoring, site protection monitoring, open space restoration plans, and identification of invasive, non-native plant species for removal or management.

Services Provided

- Development of Open Space Management/Restoration Plans
- Natural resource agency and land trust liaison
- Preparation of deed restrictions and conservation easements
- Biological monitoring, as required by management plans
- Identification of invasive non-native plant species for management
- Assistance with management of open space areas
- Assistance in calculating costs for long-term open space management



Landscape Architecture



ECORP Landscape Architects are trained to analyze, plan, and implement interdisciplinary projects through the nature of their studies and practice of environmental sciences, human behavioral sciences, and construction practices.

ECORP specializes in design for healthy living ecosystems, be it in urban or rural environments. We take pride in understanding the ecological systems that allow our environments to grow and thrive while maintaining balance with respect to humans, plants, wildlife, and natural resources.

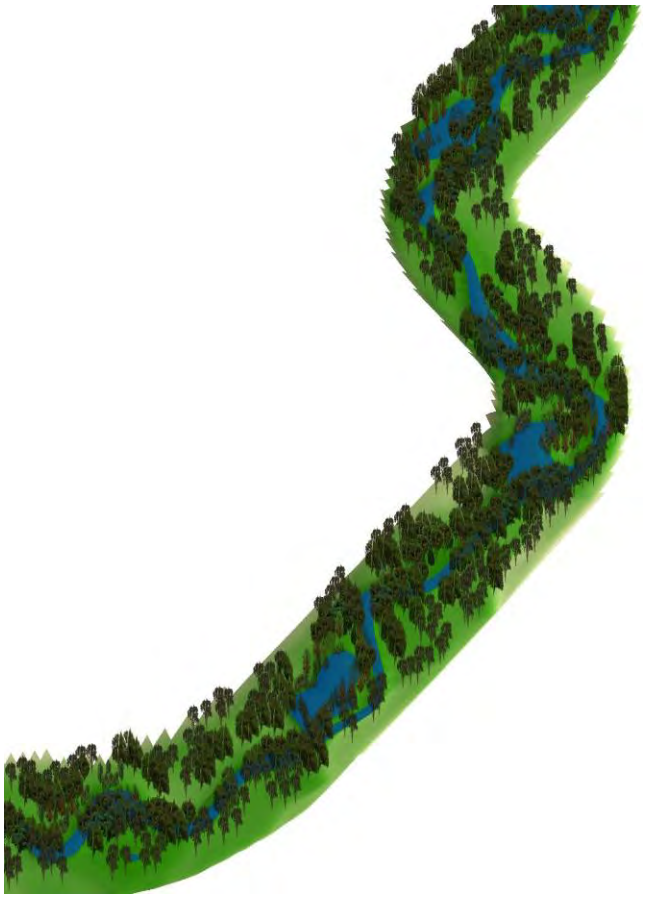
The Landscape Architecture practice within ECORP has grown from the restoration landscape practice, which is one of ECORP's core disciplines. As urban and suburban living increases in density, the need for a connection with natural environments is becoming increasingly important. ECORP's Landscape Architecture professionals have specialized knowledge to maximize the limited opportunities to design natural respite in urban and suburban environments. Our environmental design practices naturally lend ECORP to seek opportunities for:

- Low Impact Development (LID) practices
- Leadership in Energy and Environmental Design (LEED) practices
- SITES™ voluntary national guidelines for sustainable construction, land design, and long-term maintenance.

ECORP is positioned to leverage the knowledge of our ecologists, botanists, terrestrial biologists, aquatic biologists, NEPA/CEQA specialists, and water resource engineers to understand the science of our natural processes so that we can bio-mimic these processes in our design projects. Having a full understanding of the ecological processes allows our designs to not only be aesthetically beautiful, but ecologically functional at the same time. The balance of form and function allows our design projects to thrive through natural regenerative and sustainable processes.

Services Provided

- Sustainable Landscape Site Planning
- Planting and Irrigation Plans
- Visual Analysis
- Interpretive and Educational Projects
- Park and Recreation Design
- Construction Documentation
- Urban and Rural Landscape Design



Water Resources

Stream Gaging and Related Services

Water Resources Management

Water Rights

Snow Surveys

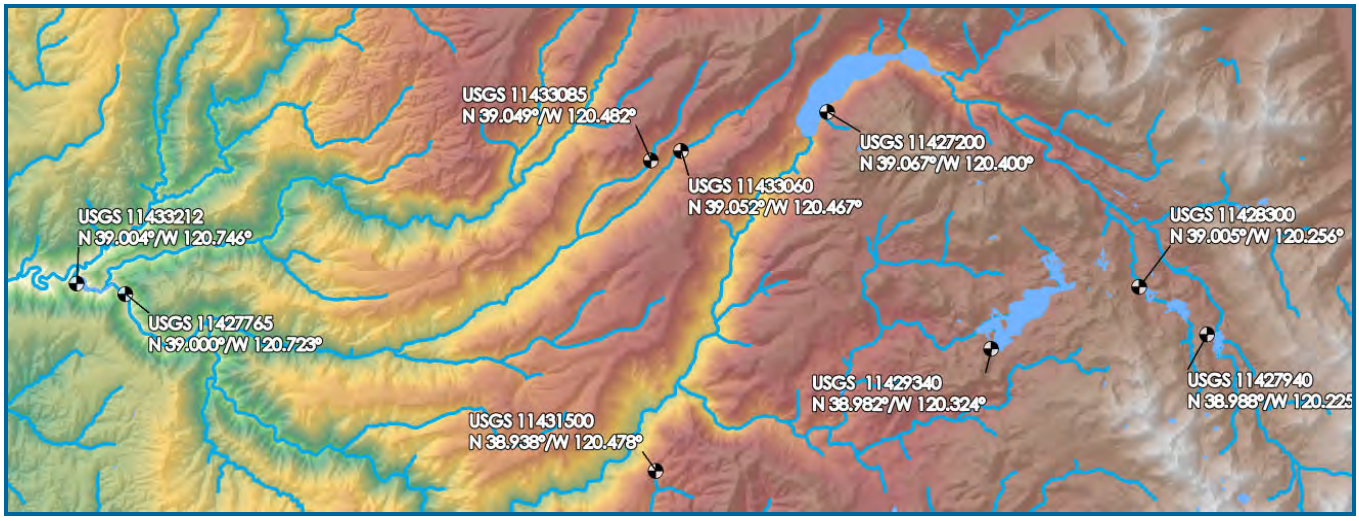
Water Supply Forecasting

Water Supply and Operations

Hydropower



Stream Gaging and Related Services



ECORP offers complete surface water gaging services, including installation, operation and maintenance, field data collection, data analysis, and development of stream flow, diversion and storage records in accordance with U.S. Geological Survey (USGS) standards. Electronic records are developed using USGS approved software. ECORP also offers maintenance, service, and data collection and record development of weather stations and water temperature loggers.

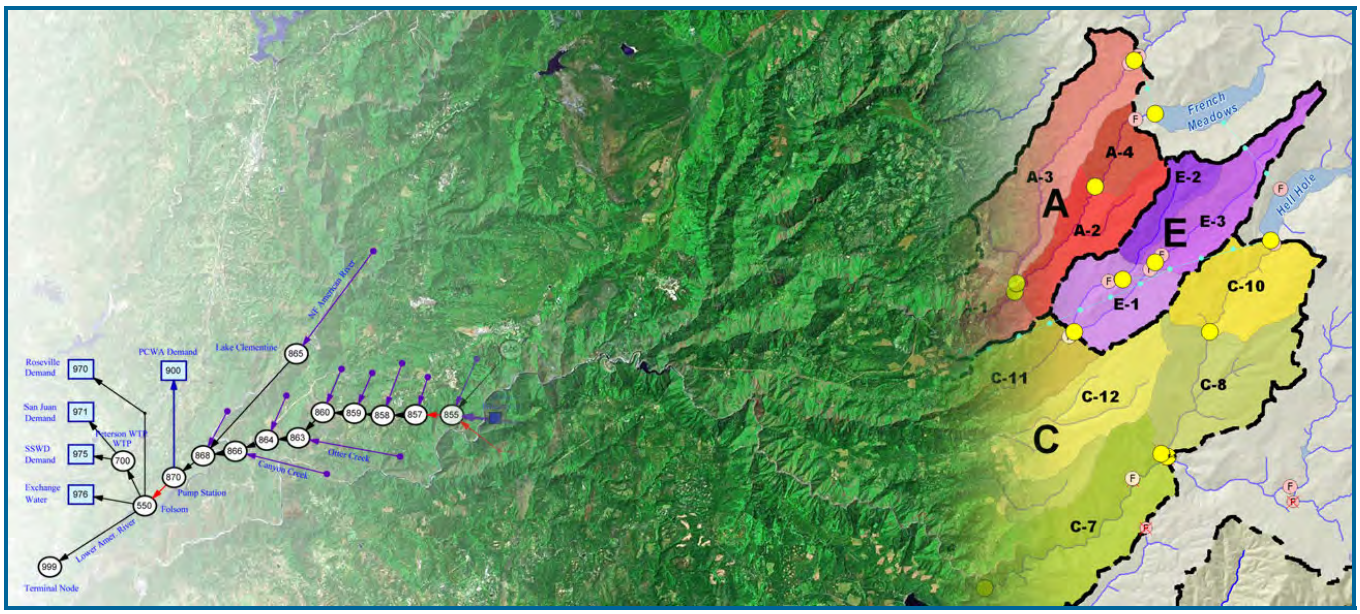
Our gages have been used for both Federal Energy Regulatory Commission (FERC) compliance and to provide operational information. ECORP also has extensive environmental permitting expertise to obtain permits necessary for gage placement and Geographic Information System (GIS) mapping capabilities to calculate the watershed area.

Services Provided

- Site assessment and gage installation
- Gage repair and maintenance
- Calibration and rating curve development
- Data collection
- Measurements using USGS (type AA & Pygmy) current meters
- Field measurements using bridgeboard, bank operated or manned cableway, boat and wading measurement methods
- Staff gage installation
- Supervisory Control And Data Acquisition (SCADA) integration
- Integrated submeter Global Positioning System (GPS) site surveying and GIS mapping
- Water temperature monitoring
- Snow surveys
- Environmental compliance



Water Resources Management



ECORP specializes in assisting clients to develop innovative, yet practical solutions to complex environmental planning, management and design issues. ECORP provides complete resource analysis, including consideration of multiple conflicting objectives and integrated system management.

OASIS, developed by HydroLogics, Inc., is a comprehensive water resources system modeling software, and is a primary tool used in our analysis. OASIS, with its patented Operations Control Language, allows us to help our clients find workable solutions to their water resources management problems in a timely and cost-effective way.

ECORP offers Computer-Aided Negotiations (CAN) and operations exercises in multi-objective, multi-party mediation and conflict resolution. CAN sessions, using OASIS, provide a forum to quickly evaluate alternative solutions to these conflicts. These techniques have been successfully used to help resolve possible contentious, high profile, water resources conflicts.



Services Provided

- Water supply evaluation
- Hydroelectric system evaluation
- Water rights analysis
- Computer-Aided Negotiation (CAN)
- Water marketing
- Federal Energy Regulatory Commission (FERC) licensing and project operations
- Integration with Physical/Habitat Models (e.g., PHABSIM, SNTemp.)

Water Rights



ECORP works with clients to develop sound approaches to technical and strategic water right efforts. This includes defensible approaches to secure new water rights, prove-up existing rights, and optimize water right accounting and reporting. ECORP's support includes technical analysis using robust project computer modeling to document water rights usage, preparing Water Availability Analyses to demonstrate the likelihood of unappropriated water being available, and developing accounting and reporting techniques.

ECORP develops sound strategies to secure unappropriated water, develops applications for new and expanded water rights, optimizes methodologies for water right accounting and reporting, and works with the State Water Resources Control Board on all facets of the application, permitting and licensing processes.



Services Provided

- Water right applications
- Water availability analysis
- Water right reporting
- Water right accounting and analysis
- Water right marketing
- Water transfers
- Warren Act Contracts
- Expert witness
- Pre-1914 analysis
- State-filed applications
- Area of Origin/County of Origin
- Standard Permit Term 91

Snow Surveys



ECORP's Snow Survey Program provides critical information to assist water managers in making informed project operational decisions to maximize project operation. Snow surveys provide snow depth and water content information vital in understanding the potential runoff at key project locations. Having timely, accurate information about snow and future water supplies provides a fundamental contribution to the decision-making process. Information produced by the ECORP Snow Survey Program provides information for long-term strategic planning, operational planning, short-term planning and immediate, reactive decision-making.

ECORP collects snow course data in the field and reduces, adjusts, and verifies for consistency to assure quality. Our Snow Survey Program has proven very successful for water managers seeking to optimize hydropower and water supply operations as well as other demands such as recreational and environmental.

Services Provided

- Snow course field measurement
- Snow pillow review
- Data reduction, adjustment and verification
- Water supply forecasting



Water Supply Forecasting



ECORP works with water managers, project owners, and operators to develop water supply forecast procedures and forecast inflow to project facilities. Information about the volume of water that can be expected at project facilities is invaluable in assisting in planning, considering project operational decisions, determining demand curtailments, and providing the ability to meet other project needs. Water supply forecasts are commonly used to establish real-time flood control requirements, minimum streamflow requirements, reservoir operation, year type determination, hydropower scheduling, water project operations, and water rights determinations. Water supply forecasting procedures are designed to predict unimpaired or non-regulation streamflow conditions to estimate seasonal water supply in term of total volume of water between the date of forecast and the end of the forecast season. Typically, forecasts are based upon median conditions subsequent to the date of forecast and also expressed in terms of a probability range and an estimated time-distribution of runoff during the forecast period.

ECORP utilizes advanced numerical techniques in development of water supply forecast procedures to understand basic climatological data and provide statistical analysis to produce high quality representative forecast equations and results. Water supply forecast procedures and real-time forecasting has proven very successful for water managers seeking to optimize hydropower and water supply operations.



Services Provided

- Water supply forecast procedures
- Real-time water supply forecasting
- Water supply and hydropower optimization
- Multivariable linear regression
- Advanced numerical statistical analysis including principle component analysis
- Advanced computer methods
- Custom forecast procedure computer model development
- Climatological data collection and reduction

Water Supply and Operations



ECORP works with clients and local, regional, state and federal stakeholders using tools developed to understand project and water supply operational goals, objectives, regulatory requirements, and institutional and physical constraints to develop sound information promoting successful decisions. From a hydrologic modeling perspective, ECORP is skilled in many operational modeling platforms (such as OASIS and HEC-ResSIM) as well as the development of custom modeling applications used for water supply operational planning and analysis.

ECORP's approach to water supply operations and integrated resource planning has always been to represent the technical information, assumptions, institutional/historical background, regulatory integration, and community interests precisely and accurately. This leads to accurate, precise and defensible actions. ECORP is experienced in the development of computer models designed to address many diverse water resources project types including:

- Water Supply - Evaluation of existing and supplemental water supply through reoperation of existing projects or new minor and major project features.
- Hydropower - Operation, planning, and feasibility evaluation of modified and new projects.
- FERC Licensing - Pre- and post-licensing services including project operational alternative analysis for resource impact evaluation.
- Water Rights - Technical support for water rights strategic planning and state proceedings.

ECORP utilizes advanced technologies to understand water supply and hydropower project operations, revenue, hydrology, hydraulics, and environmental concerns, with interdisciplinary studies in economics, water law, and natural resource science to help maneuver through "big picture" water resources project planning, management, and operation.



Services Provided

- Project operational analysis
- Computer model development for project operation simulation
- Water supply and hydropower optimization
- Computer-Aided Negotiation (CAN)
- Yield evaluation and optimization
- Alternative comparison studies

Hydropower



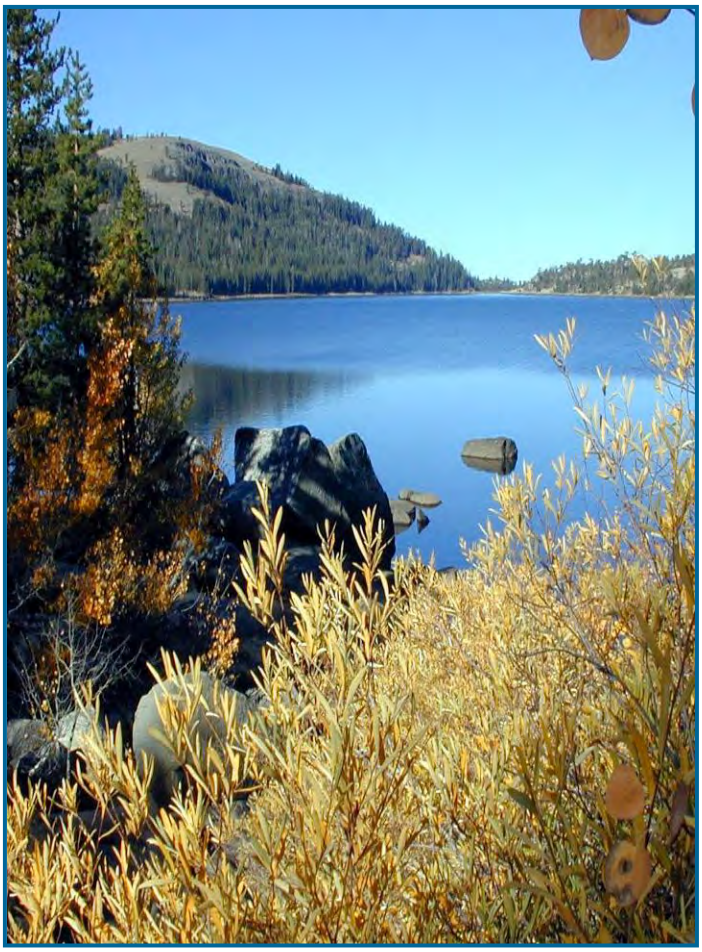
ECORP provides a range of resources and experience to assist in hydroelectric planning and operational evaluation. As energy demands continue to grow and renewable energy gains importance, hydropower is becoming more and more significant. ECORP is experienced in evaluating existing hydropower and associated facilities to optimize project output while meeting competing demands, such as water supply, recreation, or environmental demands.

ECORP also works with clients in evaluating new hydropower options including planning, development, facilitating regulatory and approval processes, and Federal Energy Regulatory Commission (FERC) Licensing. ECORP uses robust computer modeling to capture the full range of benefits provided by hydropower projects.



Services Provided

- Hydroelectric feasibility studies
- Federal Energy Regulatory Commission (FERC) licensing
- Analysis of modified and new projects
- Hydroelectric optimization
- Preparation of environmental documents
- Project permitting
- Regulatory compliance



Watershed Sciences

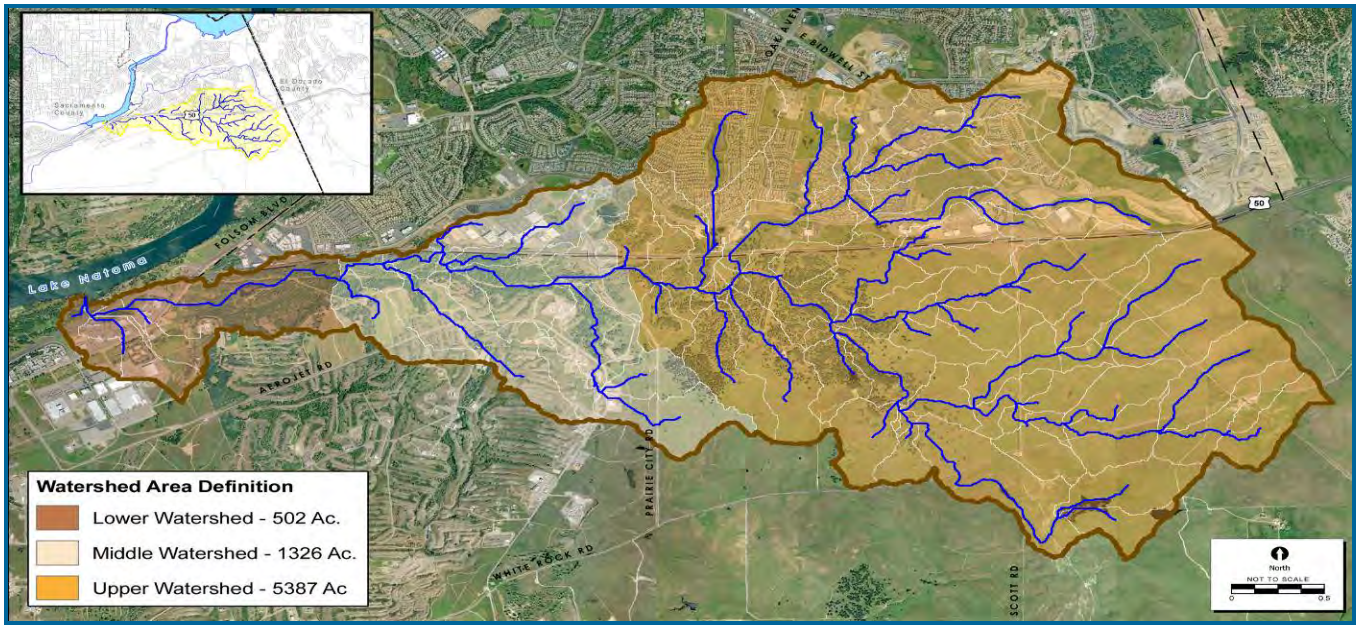
Watershed Planning and Management

Hydrology and Geomorphology

Stream Restoration and Surveys



Watershed Planning and Management



Planning and management on a watershed basis makes practical sense with regard to natural resources and ecosystem functions; in particular, the quality and quantity of water and its effect on the local human, biological, and physical environment.

At ECORP, we use a diverse team of natural resource scientists who work together to provide an analytical approach to watershed planning and management. We balance constraints and opportunities to achieve project goals within the watershed. Our staff use scientific analysis and state of the art Global Positioning System (GPS) technology and computer-based mapping technologies to assess watershed conditions. Based on watershed assessment and data gaps analysis, we support informational meetings, collaborative processes, and regulatory agency liaison to prioritize management goals and strategies. ECORP also provides effective solutions for managing watersheds across political and jurisdictional boundaries.

Services Provided

- Watershed management plans
- Environmental assessments
- Technical advisory to collaborative processes
- Agency liaison
- Water quality monitoring programs, planning, data review, and data analysis
- Watershed modeling (hydrology, hydraulics, erosion, sediment, chemical transport)
- Flood control management and design of flood control structures
- Fish passage design and mitigation
- Fluvial geomorphology and stream/lake restoration
- Best Management Practices (BMPs) for erosion control, water quality and storm water detention
- Storm water pollution prevention planning and monitoring
- Preservation, mitigation, and restoration of endangered and threatened species habitat
- Recreational opportunities analysis and planning
- Land use planning and landscape design

Hydrology and Geomorphology



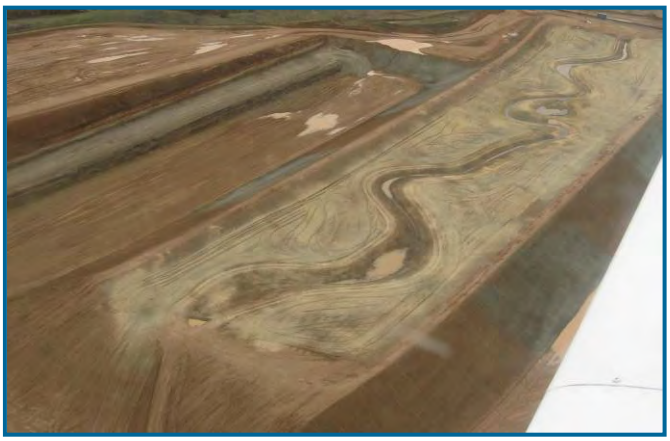
ECORP staff are experienced in evaluating riparian systems and preparing impact minimization and mitigation strategies for managing the dynamic elements of the fluvial system. Riparian systems are dynamic, and respond to changes in environmental conditions including: climate, vegetation, watershed hydrology, and episodic events, such as landslides. These changes, in turn, affect aquatic habitat, flooding, stream bank stability, riparian habitat, and other functions. Human impacts can greatly alter the natural morphology through direct impacts, such as channelization and dams, or indirect impacts such as urbanization, which alters the watershed land use/cover. ECORP staff analyze watershed processes and their effects on channel morphology, hydrology, and hydraulics, in order to minimize stream degradation and restore the dynamic balance of the riparian system.

Services Provided

- Hydrologic and hydraulic studies and modeling
- Riparian assessments
  - Stream surveys (Rosgen Classification)
  - Channel complexity
  - Bed characteristics
  - Flow analysis
  - Particle size analysis
- Stream restoration and channel design
- Sediment transport
- Bank erosion assessment and stabilization
- Stream bank stabilization
- Fish passage design and mitigation
- Watershed assessment
- Climate analysis
- Hydrogeomorphic analysis (HGM)



Stream Restoration and Surveys





ECORP provides engineering design, project management, and construction oversight services for stream restoration projects. ECORP projects are designed to emphasize biotechnical streambank stabilization using native vegetation combined with the best available technology in erosion control. ECORP staff are qualified in hydrology, geomorphology, water resources, landscape architecture, soils science, fisheries and amphibians, wildlife biology, botany, forestry/arboriculture, ecology, resource agency permitting, and environmental planning. ECORP staff include licensed professional soil scientists and registered professional engineers who are certified in the State of California.

ECORP staff of aquatic scientists include benthic macroinvertebrate ecologists, vegetation specialists, and botanists who have been trained in the use of Rosgen and U.S. Forest Service methodology for comprehensive stream surveys. We perform ecological habitat mapping, biological inventory, and fluvial geomorphologic stream assessment and analysis to produce a comprehensive and natural restoration design.

Services Provided



- Natural channel design and channel bed reconfiguration/realignment
- Channel hydrology and hydraulic modeling
- Streambank stability analysis and restabilization plans using biotechnical approaches
- Revegetation plans and landscape design
- Open space drainage projects incorporating wetlands, fish habitat improvements, and other bio-engineered features using native plants
- Watershed hydrology
- Physical habitat assessment and restoration
- Sediment and bedload transport analysis and erosion studies
- Stream surveys, substrate analysis, and habitat mapping
- Rosgen stream classification
- Stream cross-section establishment and monitoring
- Operations and Management Plans (O&M) and success criteria monitoring
- Project management and construction observation



Technical Drafting, Geographic Information Systems and Computer-Based Cartography

Project-Specific and Regional Resource Mapping Services

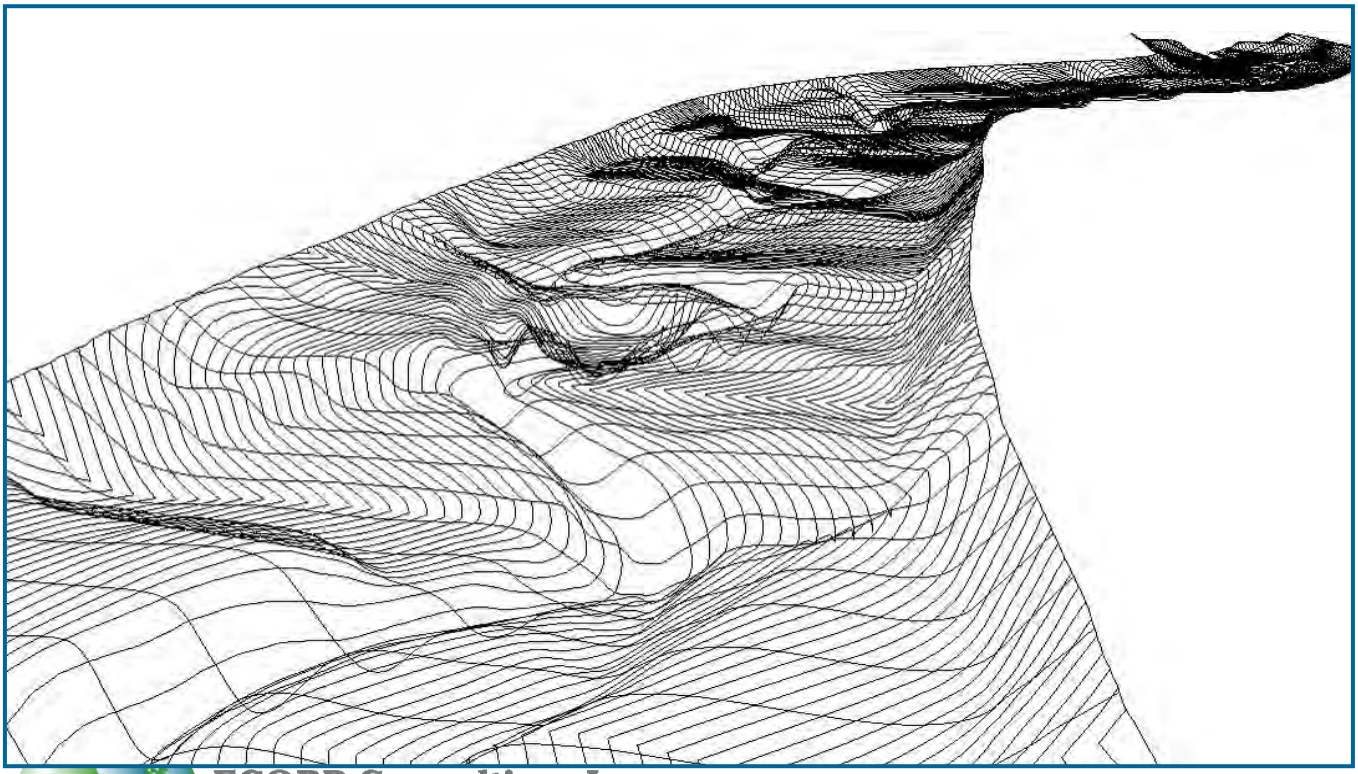
Geographic Information Systems - Spatial Analysis

Terrestrial Lidar and Bathymetry Acquisition and Analysis

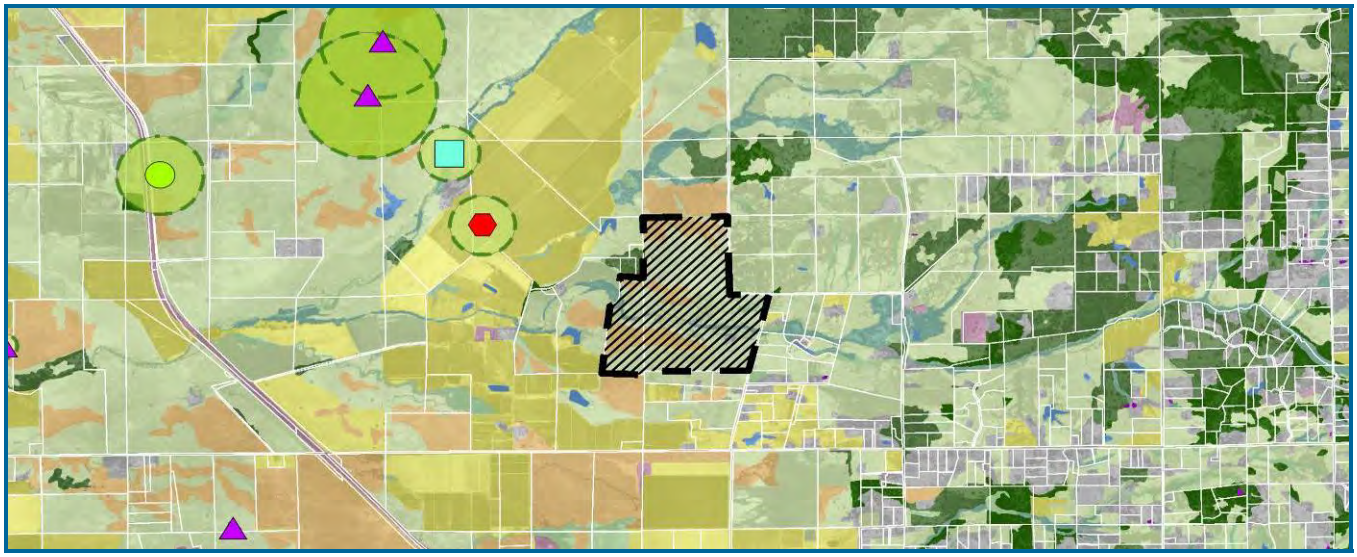
Renewable Energy Services Input Analysis

Image Processing and Land Cover Analysis

Computer-Based Cartography



Project-Specific and Regional Resource Mapping Services



ECORP's mapping needs are met by its Computer-Based Mapping department staff who are experienced in image analysis, Geographic Information Systems (GIS), and Computer-Aided Design (CAD). Systems are integrated to provide the most effective and efficient solutions to complex mapping and analytical problems. ECORP has extensive experience using the ESRI suite of GIS products, Autodesk AutoCAD packages, and Trimble Pathfinder Global Positioning System (GPS) units and geomatics applications. These tools allow for seamless communication and data sharing with surveyors and engineers, as well as local, regional, and federal data clearinghouses. ECORP uses the latest technology to comply with the mapping standards required by the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and other natural resource state and local agencies for permit applications, report preparation, and map publication.

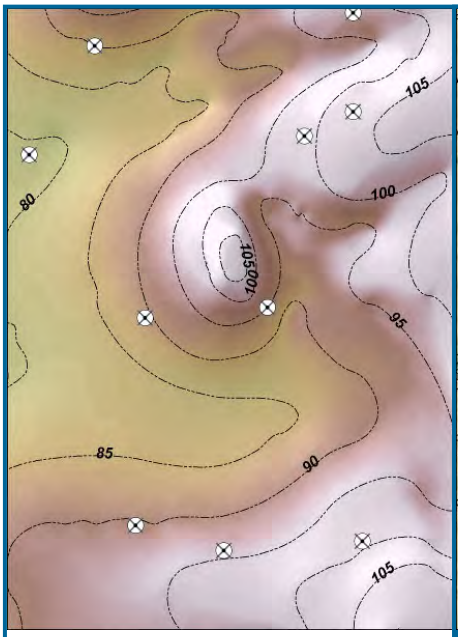
ECORP mapping staff bring together discrete datasets, such as regional land cover data, aerial photographs, land ownership, and special-status species locations to support regional resource mapping. This information, as well as resource data collected by field staff is frequently integrated with site-specific data, such as boundary and topographic surveys, to expeditiously produce informative maps for use in resource assessment and site planning, as well as to support permit applications. These maps, in conjunction with engineering drawings, can be used as base data for restoration construction plan sets, storm water pollution prevention plans, and planting plans for restoration projects.



Services Provided

- Preliminary site aerial photographic maps
- Regional resource mapping
- Preparation of composite dataset mapping
- GPS data collection and warehousing
- Special-status species, vegetation, and cultural resource mapping
- Restoration construction plan sets and planting plan creation

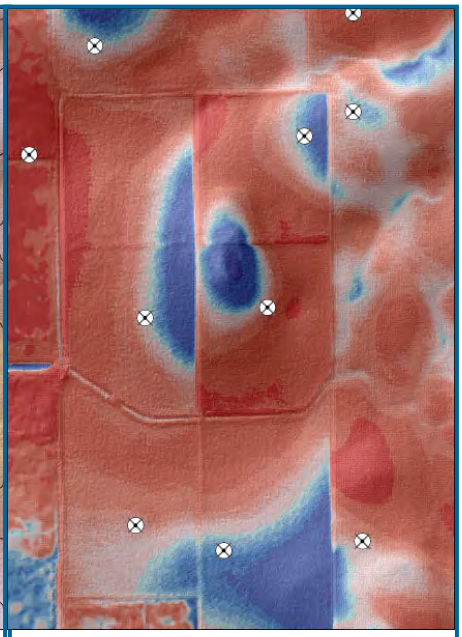
Geographic Information Systems - Spatial Analysis



1909 USGS Topography and Elevation Model



2006 Lidar Topography and Elevation Model

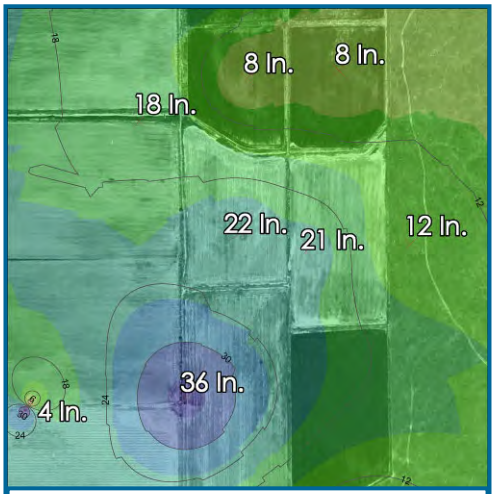


Soil Surface Change Analysis

Geographic Information System (GIS) mapping is a powerful analytical tool that can be applied to a wide range of disciplines. ECORP GIS staff are proficient in conducting site analysis and can seamlessly interface with engineers and planners to prepare opportunity and constraints maps. Through the application of spatial analysis, hydraulic and hydrographic modeling, or resource density mapping, ECORP staff can provide analytical data that has proven critical in the land use entitlement process, watershed modeling for Federal Energy Regulatory Commission licensing support and for habitat restoration projects. GIS software allows complex dataset comparison to support the project objectives, while incorporating existing conditions and defined parameters into the analysis. Additionally, ECORP staff have extensive experience with developing innovative raster, vector, and geostatistical study designs to support the needs of complex projects.

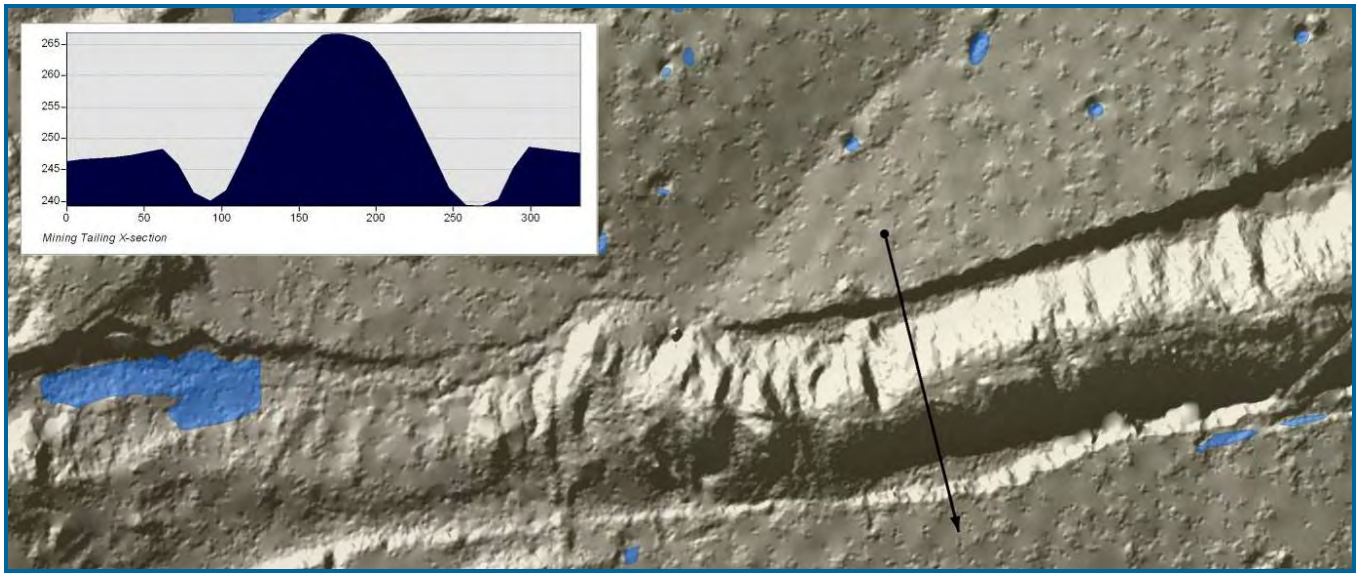
Services Provided

- Habitat preserve and impact analysis
- Calculation of indirect habitat impact and buffer analysis
- Resource density mapping
- Spatial statistics
- Hydraulic and hydrographic modeling for restoration projects
- Cut and fill earthworks calculations
- Tree canopy impact analysis
- Alternative analysis to support Least Environmentally Damaging Practicable Alternative (LEDPA) requirements



Claypan Depth Model

Terrestrial Lidar and Bathymetry Acquisition and Analysis

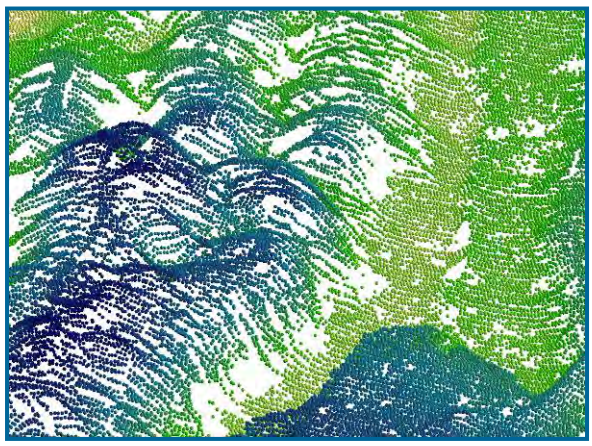


ECORP strives to utilize the most current mapping technology and data collection processes. One of the most powerful and promising new data collection technologies is known as Laser Imaging Detection and Ranging (lidar). Lidar data collection relies on an aircraft-mounted, computer-controlled laser that records high precision distance measurements, synchronized with a precision survey grade Global Positioning System (GPS) unit and inertia measurement system. As the aircraft passes over the study site it has the potential to record high density x,y,z measurements that can later be interpolated into high density digital terrain models (DTMs), topographic contour data, and vegetation height maps. DTMs interpolated from lidar data provide an accurate data source for spatial analysis, terrain modeling and change analysis.

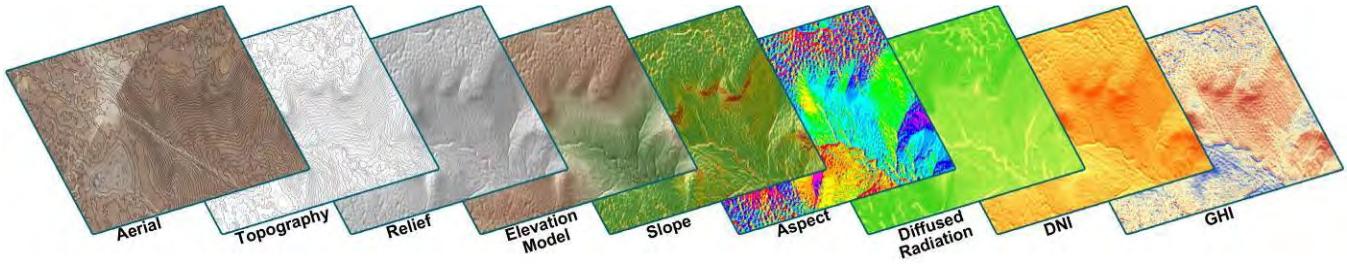
ECORP provides access to lidar data collection for our clients by being the point of contact and liaison between the data collection vendor, ground survey crew, and aerial imagery provider. Also, ECORP can potentially help decrease our client's costs by combining collection orders to create bulk rate flights with lower project origination fees and aircraft ferry charges. Lidar vendors used by ECORP produce elevation coordinates that meet or exceed National Map Accuracy Standards. Lidar technology provides a cost-effective data collection method for medium to large project sites.

Services Provided

- Client consultation for lidar data collection
- Pre-flight project data preparation
- Lidar data analysis and modeling
- Topographic contour development and map production



Renewable Energy Services Input Analysis

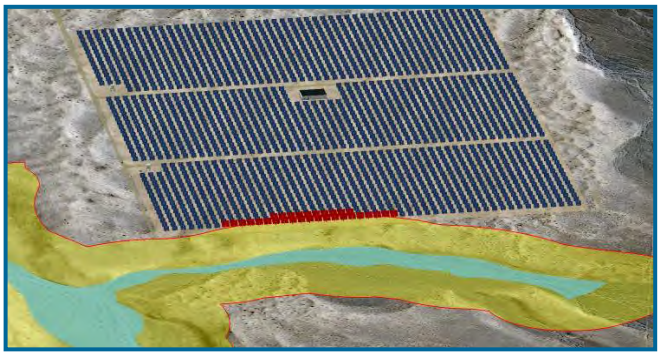


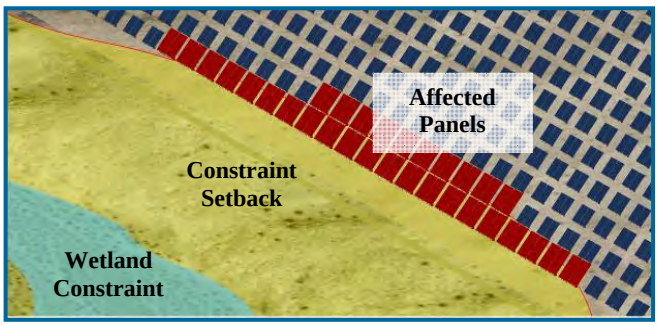
ECORP combines a full range of solar resource mapping, modeling and analysis services with an extensive knowledge of natural resource constraints, as well as an onsite comprehensive spatial data library, to provide unparalleled assistance with locating and designing renewable energy sites.

Solar spatial analysis combines a GIS-based solar insolation model with regional elevation and vegetation data and known climatic conditions to estimate Global Horizontal Irradiance (GHI), Direct Normal Insolation (DNI), and hours of daylight for a designated study area. This becomes the foundation on which an Opportunity/Constraints analysis is prepared by adding information about existing utility infrastructure, visual resources, special status species habitat, cultural resources locations, and land use/ownership limitations.

ECORP's in-house spatial data library allows for the efficient and timely creation of Opportunity/Constraints analysis, providing knowledge of properties prior to and during land acquisition negotiations. The result is a constraints analysis prepared rapidly without the need for expensive site ground-truthing, but which provides enough data to assist in determining the suitability of a particular site for the needs of a solar project.

Once a particular site has been acquired, ECORP's team of scientists, permitting specialists and spatial analysis assist with identifying regulatory issues posed by a specific project location or layout. Upon identifying site constraints, ECORP can facilitate the regulatory permitting process by assisting team engineers in designing a project that will both meet the needs of the current regulatory environment and be cost efficient to construct and operate.





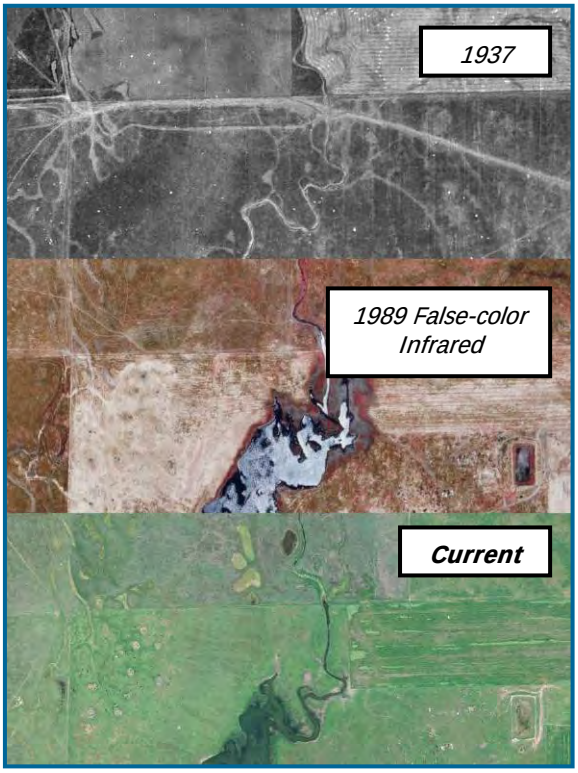
Services Provided

- Solar Resource Potential Assessment
- Site Specific Global Horizontal Irradiance (GHI) and Direct Normal Insolation (DNI) Evaluation and Mapping
- Opportunity/Constraints Analysis
- Utility Corridor Proximity Assessment
- BLM Corridor Conflict Analysis
- Light Reflectance/Hazard Assessment
- Site Visual Simulation

Image Processing and Land Cover Analysis

ECORP maintains an extensive collection of both historic and contemporary aerial photos and remotely-sensed images in a spatial data library. These include datasets from aerial photos taken by the U.S. Department of Agriculture (USDA) in the 1920s and 1930s, to current multi-band remotely sensed satellite images. Our in-house digital images are either geo-referenced or orthorectified and available for immediate use on projects. ECORP has extensive experience in accessing imagery from federal agencies, archival services and spatial data clearinghouses and can geo-reference most images. Archival aerials are useful in determining past land use and land cover information, such as historic wetland locations, patterns of agricultural use, and identification of potential cultural resources. Current imagery is useful in conducting site assessments of species habitat, surrounding land use, and site conditions. Multi-spectral imagery can be particularly useful in land cover classification and feature identification, utilizing additional spectral information to quickly identify particular land uses and natural resource features.

ECORP uses a wide array of image processing software and analysis tools to assist in feature classification and identification. This includes pattern recognition and feature extraction to identify specific features of interest such as individual trees or man-made structures, and multi-band spectral image analysis for identifying trends and land cover classes. ECORP study plans incorporate both supervised and unsupervised classification systems for maximum flexibility. These tools are particularly useful for satisfying general plan provisions for tree canopy preservation and impact analysis. More complex analysis can be completed by combining imagery and Laser Imaging Detection and Ranging (lidar) data to assess vegetation elevations and density.

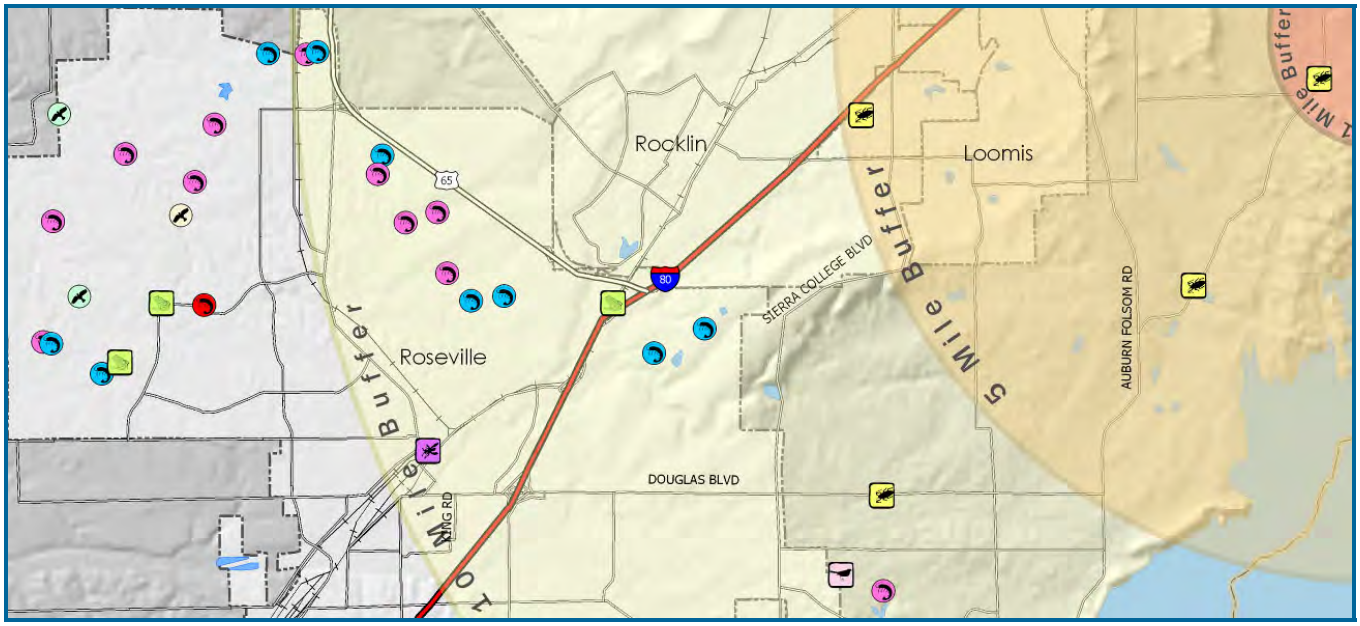




Services Provided

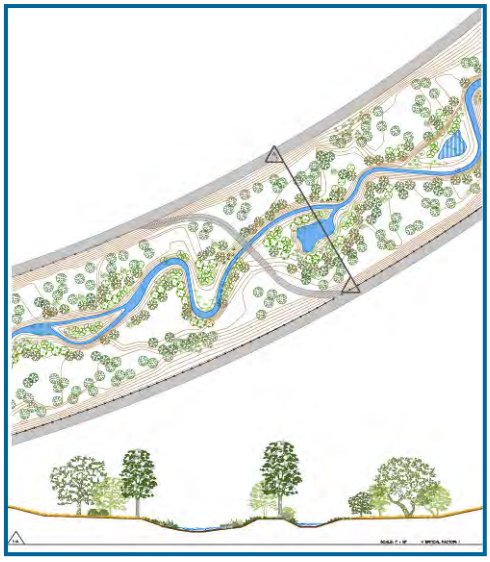
- Site photo acquisition
- Image classification and analysis
- Tree canopy mapping
- Vegetation mapping
- Land cover mapping
- Impermeable surface mapping

Computer-Based Cartography



Maps are powerful visual tools for displaying study results in a clear and comprehensive format. For this reason, ECORP emphasizes high cartographic quality for all project graphics. The clarity, quality and usability of map products included in project documentation assists in relaying complex concepts to clients, regulatory agencies, and other interested parties. ECORP has extensive mapping capabilities and experience with vector and raster based mapping, construction and landscape plans, three-dimensional representations and renderings, and site illustrations. Additionally our mapping department has experience with animation creation, which is effective when graphically presenting results of analysis and modeling.

ECORP offers advanced display capabilities for presentation and "on the fly" mapping exercise, bringing senior mapping staff together with clients, regulators, and other group members to quickly answer questions, analyze scenarios, and display results in a collaborative setting. Other mapping and data display services include web map preparation, and map and graphic creation for interpretive signs and educational materials. ECORP maintains in-house replication equipment for reproducing large format documents and maps, minimizing production time and cost.



Services Provided

- Small and large format cartographic design
- Client directed real-time mapping and analysis
- Data display in axonometric and oblique projections
- 3D representation of site conditions and analysis results
- Animations, walk- and fly-throughs

Office Locations

SACRAMENTO REGION
(Corporate Headquarters)
2525 Warren Drive
Rocklin, California 95677
Tel: (916) 782-9100
Fax: (916) 782-9134

INLAND EMPIRE
215 North 5th Street
Redlands, California 92374
Tel: (909) 307-0046
Fax: (909) 307-0056

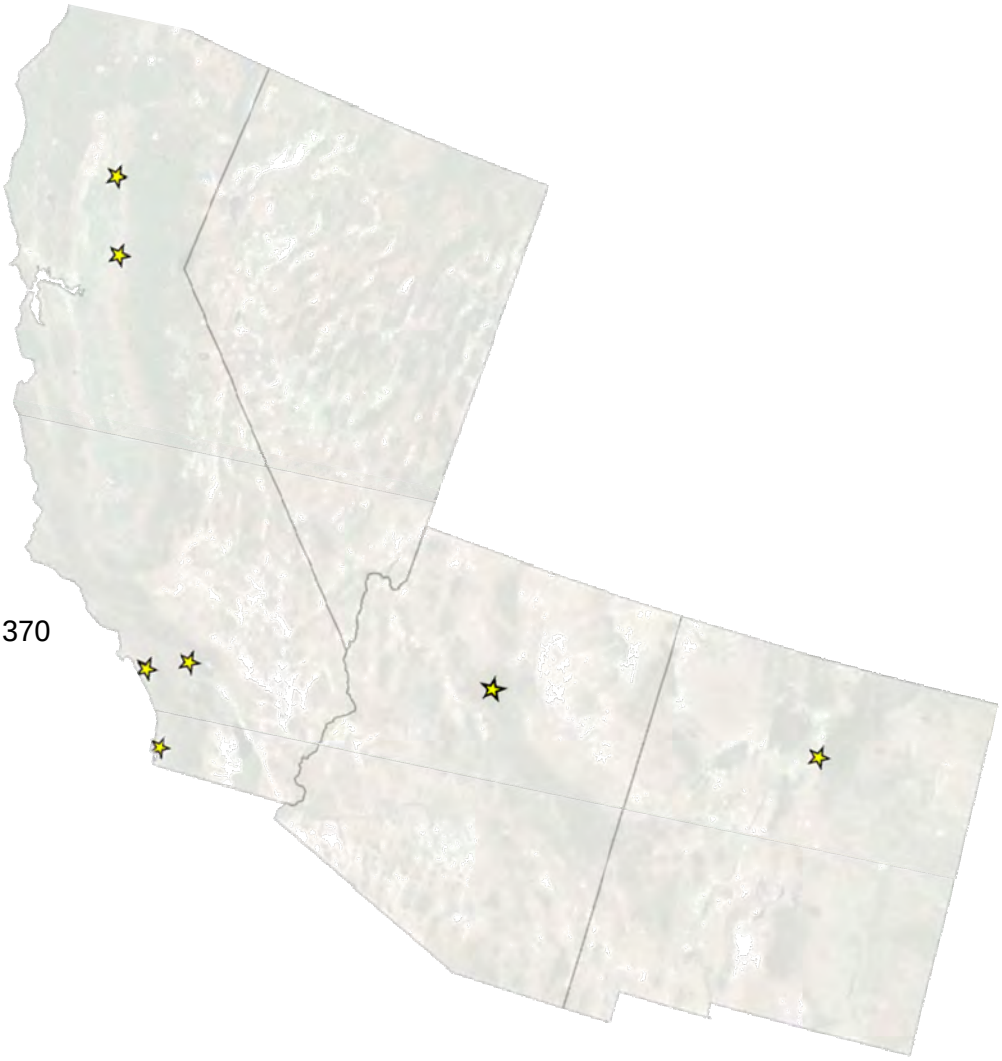
ORANGE COUNTY
2861 Pullman Street
Santa Ana, California 92705
Tel: (714) 648-0630
Fax: (714) 648-0935

SAN DIEGO REGION
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San Diego, California 92108
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Fax: (858) 279-4043

CHICO REGION
55 Hanover Lane, Suite A
Chico, California 95973
Tel: (530) 809-2585
Fax: (530) 809-4149

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Flagstaff, Arizona 86001
Tel: (858) 232-9602

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150 Washington Avenue, Suite 201
Santa Fe, New Mexico 87501
Tel: (714) 222-5932



Visit our website for additional information at
www.ecorpconsulting.com

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ECORP Consulting, Inc. – 2025 Rates[1]

Principal V	$420
Principal IV	$350
Principal III	$300
Principal II	$255
Principal I	$240
Professional XI	$255
Professional X	$235
Professional IX	$215
Professional VIII	$200
Professional VII	$185
Professional VI	$175
Professional V	$165
Professional IV	$150
Professional III	$140
Professional II	$130
Professional I	$120
Technician IV	$115
Technician III	$110
Technician II	$100
Technician I	$90
Project Admin III	$130
Project Admin II	$110
Project Admin I	$100

[1]Technical and Professional classifications include biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, GIS specialists, and other technical professionals.

Expense Reimbursement/Other:

1. Computers, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.
8. Hourly rates will escalate at a rate of 3% per annum.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAND AND CITY COUNCIL**

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

RE: **CONSIDER AND APPROVE REVISED JOB DESCRIPTION FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SPECIALIST AND CONFIRM SALARY RANGE**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider adopting a revised job descriptions for GIS Specialist and confirm the salary range.

DISCUSSION

The City Council will consider the adoption of the attached revised job description for GIS Specialist. The position would be supervised by the IT department. Both the IT Manager and Interim Director of Public Works reviewed and provided input to the job description. The recommended salary range for this position is below. Staff is recommending approval of both the updated job description and confirming approval of the salary range.

A	B	C	D	E	F	G	H
$62,168.24	**$65,276.65**	**$68,540.48**	**$71,967.51**	**$75,565.88**	**$79,344.18**	**$83,311.39**	**$87,476.96**

FISCAL IMPACT

Position is included in the budget for fiscal year 2025/2026.

RECOMMENDATION

APPROVE THE ATTACHED JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF GIS SPECIALIST

ATTACHMENTS

GIS Specialist Job Description

CITY OF OROVILLE

~~ENGINEERING ASSISTANT/~~GEOGRAPHIC INFORMATION SYSTEMS (GIS) SPECIALIST

DEFINITION

Under ~~limited~~ general supervision, ~~performs civil engineering work~~supports the development, maintenance, and integration~~, and assist in the development and maintenance~~ of the City's Geographic Information System. This role involves geospatial data management, ~~,~~ custom ~~GIS~~ application development, database and server administration, ~~Web mapping service~~map production~~s~~, field data collection, ~~and the design/management of the GIS GEO/SDE database~~and support for civil engineering projects. This position also contributes to planning, community development, code enforcement, and public safety.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Information ~~Systems~~Technology Manager or designee~~the Community Services Director~~. May provide technical guidance to other staff and interns.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

- Administers and maintains GIS software, servers, databases, and web-based mapping applications.~~Provides specifications for, configures, and administers GIS workstations, servers, and related hardware.~~
- Configure and manage GIS workstations and enterprise GIS environments (e.g., ESRI ArcGIS Enterprise, ArcGIS Pro, ArcGIS Online).
- Design and maintain the City's geospatial database architecture, including versioned enterprise geodatabases (SDE) on Microsoft SQL Server.
- Develop custom GIS tools, dashboards, and web applications using Python, JavaScript, ArcGIS API for JavaScript, or related technologies.
- Perform data analysis and create high-quality maps and visualizations to support decision-making across City departments.
- Assist with GPS and mobile data collection workflows using tools such as Field Maps and Survey123.
- Support engineering functions including the preparation of plans, specifications, and cost estimates for capital improvement projects.
- Assist in the design and inspection of civil infrastructure such as streets, sewer, stormwater, and related systems.
- Review and analyze survey, topographic, and hydrological data.
- Collaborate with IT staff and GIS Coordinator to ensure data integrity, system security, and service reliability.
- Participate in citywide GIS initiatives and working groups.
- Provide user support and training to City staff on GIS tools and workflows.
- Perform related duties as assigned.

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~~Installs, configures, upgrades, and administers local network equipment and PC software applications, GIS software, including ArcGIS License Manager, and standalone ArcView licensing.~~

~~Installs, tune, and administer Microsoft SQL Server and the ESRI SDE Geodatabase. Performs integrity and reliability tests of backup systems.~~

~~Codes, install, test, and administer custom GIS applications using VBA, Visual C++, Java or ArcXML.~~

~~Provides guidance and direction to less experienced GIS Analysts, programmers and users.~~

~~Provides staff assistance to the Citywide GIS Coordinator and participates in the Citywide GIS Working Group~~

~~Assists in providing help desk technical support.~~

~~Prepares plans, specifications and estimates for capital improvement projects.~~

~~Assists in Design and preparation of drawings and specifications for street, sewer, storm drain, and other engineering projects and manages the construction of the same.~~

~~Checks and analyzes survey, hydrographic, topographic and other field data.~~

~~Performs other related duties as assigned.~~

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of GIS, cartography, and geospatial data management.
- Enterprise GIS platforms (e.g., ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise).
- Relational database management and SQL Server administration.
- Programming and scripting (e.g., Python, JavaScript, SQL).
- Civil engineering basics and public infrastructure design standards.
- Environmental and regulatory considerations for public projects.
- AutoCAD or similar design/drafting software.~~Knowledge of writing and oral communication skills in English.~~

~~Knowledge of basic Civil Engineering principles.~~

~~Knowledge of environmental issues associated with projecting impacts and regulatory measures.~~

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~~Knowledge of computers and computer-aided design and drafting (skilled in the use of AutoCAD or other design software).~~

~~Knowledge of design, coding, testing, and implementation of traditional, object-oriented and web-based GIS applications.~~

Ability to:

- Ability to interact with the public while providing proper customer service.
- Ability to interact with other divisions or section employees to obtain information necessary for design and project specifications.
- Ability to prepare environmental impact reports.
- Ability to calculate material-cost estimates.
- Ability to read, write and comprehend directions in English.
- Ability to develop necessary skills from on-the-job training and meet standards of performance for the classification by the end of the probationary period.
- Ability to work with ITC staff to provide technical support and the GIS Coordinator to develop comprehensive GIS and database architecture design from concept to functional analysis, design, coding, and performance through testing and production of the system
- Ability to effectively document application system phases (analysis, design, code, test, implementation and maintenance)
- Ability to analyze~~s~~, document, and diagram current and future workflow processes for applications systems.

Experience:

At least two (2) years of experience working with ESRI GIS software and tools in a professional setting.

Experience with Microsoft SQL Server, ArcGIS Enterprise, and Python scripting preferred.~~Experience in design and implementation of GIS applications using ARC/INFO and ArcView.~~

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Education:
Bachelor's degree in GIS, Geography, Civil Engineering, Computer Science, or a closely related field and two (2) years of experience.

OR

Aan Associate/Technical Degree in a related field with four(4) years of experience. ~~equivalent experience~~.~~Bachelor's degree or higher Geographical Information Systems (GIS), Civil Engineering, Geography or a related field plus 2 years experience or Associates/Technical Degree in related field plus 4 years experience working with ESRI GIS products, Microsoft SQL Server and Windows NT/2000/XP operating systems.~~

Substitution:
An equivalent combination of experience, education and/or training may substitute for the listed minimum requirements. See above.

Additional Requirements:
Possession of a valid California driver's license.

TYPICAL WORKING CONDITIONS
Work typically is performed in a normal office environment. Occasionally work is performed outdoors, possibly exposing employee to traffic and construction hazards, adverse weather conditions, wetness and humidity, above-average noise, air contaminants, fumes and dust, and uneven terrain.

TYPICAL PHYSICAL REQUIREMENTS
Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office and field inspection duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

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

June 03, 2025
REGULAR MEETING
MINUTES

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

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 held a Closed Session on the following:

1. Conference with Real Property Negotiators (§ 54956.8) The Council convened in closed session to discuss price and terms of potential sale of Real Property.

   Property: APN 035-520-004

   Agency Negotiators: Brian Ring, David Ritchie, Amy Bergstrand

   Negotiating Parties: TBD

   Under Negotiation: Price and Terms

2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Three cases.

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

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; direction given to staff.

2. Pledge of Allegiance – Led by Interim Chief of Police Jason Wines

3. Adoption of Agenda –

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

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

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

1. SWEARING IN OF NEW OFFICERS

The City Council swore in new officers Mary Barker, Travis Johnsen, and Tyler Maine by Interim Police Chief, Jason Wines. This was accepted for information.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Linda Upthegrove, Teri Dubose, Vladimir Kislyanka, Dmitry Sewenon, Amberlynn Avila, Herb Votaw, The CameraMan and Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports –

Vice Mayor Smith – Spoke on the upcoming 4th of July fireworks show. Additional fundraising is needed, and the fireworks show will be held at the golf course this year. More information to come on where individuals can park to see the show.

Mayor Pittman – Reported that there was a meeting held with CalWater. Additionally, there will be a public hearing held on September 23rd at 2pm in City Council chambers. This hearing will be put on by the CPUC (California Public Utilities Commission). Lastly, he spoke on a water main replacement that will be happening soon on Washington Avenue.

2. Administration Reports

Ron Belser, Director of Code Enforcement – Reminded the Council that he sent his monthly report to them via email earlier in the week. He briefly went over the report and statistics provided.

Pat Piatt, Director of Community Development – There will be an annexation plan to come at the next meeting on June 17, 2025. The ongoing wetlands issue is being looked at and a developer is in talks regarding that land. An item will be coming forward to Council soon regarding this.

Alyssa Stutz, Interim Public Works Director – The new Museum Curator has started and while there are some challenges with the position she is working diligently to address them and get the museums up to speed. Hewitt Park is progressing on schedule as planned, with some underground work happening soon. There has been new irrigation and repairs done at Bedrock Park; sidewalk repairs have been completed on 1st Avenue and Flying Could Drive.

New crosswalks have been completed at Central Middle School and fire breaks have been graded.

CONSENT CALENDAR

Consent calendar **items 1, 3-5** were adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. **RESOLUTION RECOGNIZING STEPHEN LUCAS UPON HIS RETIREMENT FROM BUTTE LAFCO**

   The City Council shall adopted Resolution No. 9382 recognizing Stephen Lucas's retirement. His retirement marked the end of a remarkable career in public service that has left a lasting impact on local governance. His steady leadership, depth of knowledge, and collaborative approach have benefited cities like Oroville by ensuring fair, efficient, and thoughtful decisions related to boundary changes, service extensions, and local agency reorganizations.

2. **CONSIDER AND ADOPT BENEFIT RESOLUTION NUMBER XXXX FOR UNREPRESENTED EMPLOYEES, TO INCLUDE THE CHIEF OF POLICE, DIRECTORS, ASSISTANT DIRECTORS, AND THE DEPUTY CITY CLERK, AND UPDATE SEVERAL MASTER SALARY SCHEDULES PER CALPERS REQUIREMENT**

   This item was removed from the Consent Calendar and placed under Regular Business for further consideration and discussion.

   ~~The City Council shall consider and adopt the attached Benefit Resolution for Unrepresented employees and approve past master salary schedules as required by CalPERS.~~

   ~~**ACTION REQUESTED -**~~

   ~~**APPROVE THE ATTACHED BENEFITS RESOLUTION NO. 9383 AND MASTER SALARY SCHEDULES REQUIRED BY CALPERS.**~~

3. **ADOPTION OF A LIST OF PROJECTS FOR FISCALYEAR 2025-26 FUNDED BY SB 1**

   The City Council adopted Resolution No. 9379 approving the list and authorizing the submittal to CalSmart of projects proposed to receive Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account (RMRA) funding pursuant to the requirements of the California Transportation Commission's Local Streets and Roads Funding Program.

4. **SECOND READING AND ADOPTION OF ORDINANCE 1887 TO ADOPT THE UPDATED STATE OF CALIFORNIA LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONE MAP**

   City Council adopted Ordinance No. 1889 to comply with state requirements. Adoption of the updated FHSZ map ensured the City remains eligible for state fire prevention funding, aligns with wildfire mitigation policies, and strengthens local resilience against wildfires.

5. **MINUTES FOR APPROVAL**

   The City Council approved Regular Meeting Minutes of 05.06.2025 and 05.20.2025 and authorized the Mayor to sign.

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Reynolds

ABSTAINED: None

REGULAR BUSINESS

6. AUTHORIZATION TO ADD LIVE FEED FLOCK CAMERAS TO EXISTING CAMERA NETWORK

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

The City Council authorized the agreement to implement 13 cameras and 1 mobile Flock camera trailer to the City's network of Flock Cameras by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

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

NOES: None

ABSENT: Council Member Reynolds

ABSTAINED: None

7. POLICE DEPARTMENT RENTING OF OFFICE SPACES

The City Council authorized the rental of property at 2950 Feather River Blvd., Oroville, CA, in order to provide additional office space for the Oroville Police Department by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

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

NOES: None

ABSENT: Council Member Reynolds

ABSTAINED: None

8. CONTRACT FOR INVESTIGATIVE SERVICES WITH THE BUTTE COUNTY DISTRICT ATTORNEY'S OFFICE IN AN AMOUNT NOT TO EXCEED $300,000 ANNUALLY

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

The City Council adopted Resolution No. 9383 authorizing the Mayor to execute a contract with the Butte County District Attorney's Office for investigative services for specific child abuse cases by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Reynolds

ABSTAINED: None

9. CONSIDER AND ADOPT BENEFIT RESOLUTION NUMBER 9383 FOR UNREPRESENTED EMPLOYEES, TO INCLUDE THE CHIEF OF POLICE, DIRECTORS, ASSISTANT DIRECTORS, AND THE DEPUTY CITY CLERK, AND UPDATE SEVERAL MASTER SALARY SCHEDULES PER CALPERS REQUIREMENT

This item was removed from the Consent Calendar and placed under Regular Business for further consideration and discussion.

The City Council approved Resolution No. 9383 Benefit Resolution for Unrepresented employees and approved past master salary schedules as required by CalPERS by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Reynolds

ABSTAINED: None

PUBLIC HEARINGS

9. 5:15PM – PUBLIC HEARING - APPEAL OF THE MARCH 27, 2025, DECISION OF THE PLANNING COMMISSION TO APPROVE CONDITIONAL USE PERMIT UP24-09 FOR A MOBILE FOOD VENDING VILLAGE

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

The City Council conducted a public hearing and considered an appeal of the Oroville Planning Commission's March 27, 2025, decision to approve Use Permit UP24-09 for a mobile food vending village on the property located on the southeast side of Third St. and Nelson Ave, identified as APN 031-161-058. The City Council voted to approve the appeal by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

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

NOES: Mayor Pittman

ABSENT: None

ABSTAINED: Council Member Reynolds

10. 5:15PM – PUBLIC HEARING - 2025-26 PRELIMINARY BUDGET

The City Council received the FY 2025-26 Preliminary Budget for review and accepted it for information.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Market Rate Housing Discussion
2. Correspondence

ADJOURN THE MEETING

The meeting adjourned at 7:18PM.

Brian Ring, City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **UPDATE OF USER AND REGULATORY FEES**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider adopting the attached resolution updating and establishing user and regulatory fees.

DISCUSSION

The City completed a comprehensive study in February 2023 to identify the cost of providing various user and regulatory fee-related services. As part of the study, a consolidated schedule of fees was prepared and adopted by the City Council.

The resolution adopting the current fee schedule directed that fees shall be increased annually, each July 1, based on the annual change in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward, CA (CPI), not to exceed five percent (5%) per year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule for that year unless an adjustment is made to cost recovery levels or fee study findings indicate that an adjustment is appropriate. The fee schedule proposed for adoption for the period July 1, 2025 through June 30, 2026 reflects the 2.76% annual change in CPI.

Environmental Impact

Adoption of updated costs and charges is not considered a project as defined by the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other CEQA action is required.

Effective Date

In order to comply with California Government Code Section 66017, which outlines procedures for adopting fees, any new or increased development fees adopted by the City Council shall go into effect not sooner than 60 days after adoption. Consequently, staff recommends an effective date of July 1, 2025, for all fee adjustments.

FISCAL IMPACT

Any enhanced cost recovery is intended to “offset” the costs of existing services being provided by the City. Recovering these costs from service recipients will free up critical General Fund resources to be used for services and activities available to all Oroville residents and businesses, such as public safety, public works, and parks maintenance services.

RECOMMENDATION

ADOPT RESOLUTION NO. 9387 ADJUSTING AND ESTABLISHING USER AND REGULATORY FEES.

ATTACHMENTS

A. Resolution No. 9387
B. Illustration of Current and Proposed Fees

CITY OF OROVILLE
RESOLUTION NO. 9387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING AN UPDATED SCHEDULE OF USER AND REGULATORY FEES.

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, in 2023 the City completed a study to identify the cost of providing various user and regulatory fee-related services; and

WHEREAS, the study examined fee-related services provided by the City, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City Council finds that providing these services is of special benefit to applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these services from applicants who have sought or require the City's services by revising its schedule of fees; and

WHEREAS, the City Council hereby finds that the study provides adequate evidence to conclude that the revised fees do not exceed the reasonable costs to provide the services for which the fees are charged; and

WHEREAS, the City Council desires that annually the City Administrator may increase various fees based on the annual percentage change in the all-urban Consumer Price Index for the San Francisco-Oakland-Hayward Area (CPI), not to exceed five percent (5%) per year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year; and

WHEREAS, in adopting this Resolution, the City Council is taking action only on those fees for the services, programs or products set forth in Exhibit “A” which have been modified from prior resolutions of the City Council. The remaining fees that have not been modified from prior resolutions shall remain in full force and effect.

WHEREAS, prior to adopting adjustments to fees, the City Council shall have the opportunity to review and consider said adjustments.

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

Section 1. Each WHEREAS paragraph, set forth above, is hereby adopted as a specific finding of this City Council.

Section 2. The City Council hereby adopts the schedule of fees as set forth in attached Exhibit "A" and incorporated by this reference.

Section 3. Annually on July 1, commencing July 1, 2024, various fees in the fee schedule may be updated based on the prior year annual change in the CPI, not to exceed 5%. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year.

Section 4. Any new or adjusted fees adopted by this Resolution shall go into effect upon adoption.

Section 5. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

David Pittman, Mayor

APPROVED AS TO FORM:

_____

David Ritchie, City Attorney

ATTEST:

_____

Brian Ring, City Clerk

Illustration of Proposed Fee Changes

City of Oroville
Illustration of Proposed Fee Changes

Fee Type	Page
BUILDING FEES	3
CODE COMPLIANCE FEES	11
CODE COMPLIANCE / ADMINISTRATIVE CITATIONS	12
FIRE FEES	13
PLANNING FEES	21
SHORT TERM VACATION RENTAL PERMIT FEES	24
LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES	25
POLICE FEES	29
CULTURAL FACILITIES ADMISSION FEES	30
PARK USE RENTAL FEES	33

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Minimum Permit Fee (When One Inspection is Required)	$172	$177	$5			Y
2	Minimum Permit Fee (When Two Inspections are Required)	$344	$354	$10			Y
3	Standard Hourly Rate	$172	$177	$5			Y
4	Technology Cost Recovery Fee (to be charged at each permit application and issuance)	6% of plan review and permit fee	6% of plan review and permit fee				N
5	Strong Motion Instrumentation Program (SMIP) Fee						
	a) Residential	Valuation x .00013	Valuation x .00013				N
	b) Commercial	Valuation x .00028	Valuation x .00028				N
6	Green Building Fee	$1 per $25,000 of Permit Valuation	$1 per $25,000 of Permit Valuation				N
	Fire Project Review and Inspection Fees						
7	Administrative Fee	$172	$177	$5		[a]	Y
8	Burn Permit Fee	$10	$10	$0			N
9	Fire Works Permit Administrative Fee	$332	$332	$0		[b]	N
	Miscellaneous Department Fees						
10	Business License Occupancy Inspection Fee (minimum 1 hour)	$172	$177	$5	per hour		Y
11	Business License Occupancy Submittal/Processing Fee (minimum ½ hour)	$86	$88	$2	per 1/2 hour		Y
12	First Time Homebuyer's Inspection Fee (minimum 1 hour)	$172	$177	$5	per hour		Y
13	Re-inspection fee for Business License Occupancy or First Time Homebuyer's Inspection (minimum 1 hour)	$172	$177	$5	per hour		Y
14	Encroachment Permit Administrative Processing Fee	$31	$32	$1			Y
15	Addressing (new or re-addressing), per hour (minimum ½ hour)	$86	$88	$2	per 1/2 hour		Y
16	Temporary Certificate of Occupancy	$344	$354	$10			Y
17	Certificate of Occupancy Document	$21	$21	$1			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
18	Plan review fee (minimum ½ hour)	$86	$88	$2	per 1/2 hour		Y
19	Geotechnical Review Fee (minimum 1 hour)	$172	$177	$5	per hour		Y
20	Site Inspection (minimum 1 hour)	$172	$177	$5	per hour		Y
21	Requested Special Inspection per hour or fraction thereof (minimum 1 hour)	$172	$177	$5	per hour		Y
22	Alternative Methods and Materials Review per hour (minimum 1 hour)	$172	$177	$5	per hour		Y
23	Photocopy of Documents Fees						
	a) 8.5" x 11"	$0.25	$0.25	$0	per sheet		N
	b) 11" x 17"	$1.10	$1.10	$0	per sheet		N
	c) 18" x 26"	$1.15	$1.15	$0	per sheet		N
	d) 24" x 36"	$1.25	$1.25	$0	per sheet		N
	e) 24" x 42" and larger	$1.30	$1.30	$0	per sheet		N
24	Specialized reviews and requests	Actual Cost	Actual Cost				N
25	Certified Access Specialist Program (CASp)						
	a) Inspection per hour (minimum 1 hour)	$172	$177	$5	per hour		Y
	b) Inspection report per hour (minimum ½ hour)	$86	$88	$2	per 1/2 hour		Y
	c) Certificate	$104	$107	$3			Y
26	Demolition						
	a) Per building	$172	$177	$5			Y
	b) Per building if a structure pre-measure is requested	$344	$354	$10			Y
27	Residential swimming pool, spa, or hot tub						
	a) Plan review (minimum 1 hour)	$172	$177	$5	per hour		Y
	b) Permit	$860	$884	$24			Y
28	Residential swimming pool addition or remodel permit	$516	$531	$14			Y
29	Residential spa or hot tub permit (self-contained above ground)	$344	$354	$10			Y
30	Commercial swimming pool or spa permit	Based on Valuation	Based on Valuation				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
31	Re-Roof Permit						
	a) Residential	$344	$354	$10			Y
	b) Residential multifamily (per building)	$344	$354	$10			Y
	c) Commercial	$516	$531	$14			Y
32	Window installation or replacement permit (rough frame, and final						
	a) Retrofit windows	$172	$177	$5			Y
	b) New construction windows (flashing, minor siding replacement, etc)	$344	$354	$10			Y
	c) Residential or commercial building move (site, foundation, electrical, plumbing, mechanical, and final inspection); additional fees may apply	Based on Valuation	Based on Valuation				N
	Patio Covers, Decks, and Trellises						
33	Plan Review (minimum 1 hour)	$172	$177	$5	per hour		Y
34	Up to 500 sq.ft. (wood or metal construction)	$516	$531	$14			Y
35	Enclosed up to 500 sq.ft. (wood or metal construction)	$688	$707	$19			Y
36	In excess of 500 sq.ft. (covered or enclosed) additional fee per 100 sq.ft. or fraction thereof	$172	$177	$5			Y
37	Deck or Trellis (per structure)	$344	$354	$10			Y
	Signs						
38	Plan Review, (wall and/or roof mounted) (minimum 1 hour)	$172	$177	$5	per hour		Y
39	Plan Review (freestanding) (minimum 1 hour)	Based on Valuation	Based on Valuation				N
40	Additional electrical permit fee for illuminated signs (minimum 1 hour)	$172	$177	$5	per hour		Y
41	Signs - 0-100 square feet	$344	$354	$10			Y
42	Signs - Over 100 square feet	$516	$531	$14			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Cellular Tower						
43	Plan Review, (minimum 1 hour)	Based on Valuation	Based on Valuation				N
44	Free standing monopole	$860	$884	$24			Y
45	Co-location	$688	$707	$19			Y
46	Equipment Container	$344	$354	$10			Y
	Manufactured Buildings						
47	Application Fee	$31	$32	$1			Y
48	Plan Review (minimum 1 hour)	$172	$177	$5	per hour		Y
49	Installation with Standard Plan Approval (SPA)	$688	$707	$19			Y
50	Non-Standard Plan Approval (SPA), engineered foundation system	Based on Valuation	Based on Valuation				N
51	Electrical	$172	$177	$5			Y
52	Plumbing	$172	$177	$5			Y
53	Mechanical	$172	$177	$5			Y
54	Commercial Coach set-up and installation	Based on Valuation	Based on Valuation				N
55	California State 433A & 433B processing fee (per building section)	$22	$23	$1			Y
56	Master Plan Fee	$344	$354	$10			Y
	Electrical Service and/or Sub-Panel Installation						
57	Up to 325 amperes	$172	$177	$5			Y
58	325 to 1,000 amperes	$344	$354	$10			Y
59	Over 1,000 amperes	$344	$354	$10			Y
60	Plan Review fee (when required) (minimum 1 hour)	$172	$177	$5	per hour		Y
61	Temporary power pole/service	$344	$354	$10			Y
62	Residential backup generator	$344	$354	$10			Y
63	Commercial backup generator	$516	$531	$14			Y
	Photovoltaic (PV-Solar) & Alternative Energy Systems						

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
64	Photovoltaic & Alternative Energy Systems Plan Review						
	a) Residential	$172	$177	$5			Y
	b) Commercial (minimum 1 hour)	Based on Valuation	Based on Valuation				N
65	Residential roof mount; PV panels and equipment only	$344	$354	$10			Y
66	Residential ground mount; PV panels and equipment only (minimum 2 hours)	Based on Valuation	Based on Valuation				N
67	Commercial roof mount; PV panels and equipment only (per each separate array)	$516	$531	$14			Y
68	Commercial ground mount; PV panels and equipment only (minimum 3 hours)	Based on Valuation	Based on Valuation				N
69	Alternative Energy Producing System (wind turbine, methane gas conversion, bio-fuels, etc) (per valuation table)	Based on Valuation	Based on Valuation				N
70	Residential or Commercial Ground Mount Foundation Plan Review	Based on Valuation	Based on Valuation				N
71	Residential or not of Commercial Ground Mount Foundation	Based on Valuation	Based on Valuation				N
	Miscellaneous Plumbing						
72	Water heater installation/replacement	$172	$177	$5			Y
73	Water softener or reverse osmosis installation/replacement	$172	$177	$5			Y
74	Temporary gas release (prior to final inspection) (minimum 1 inspection)	$172	$177	$5			Y
75	Above ground propane tank installation/replacement	$344	$354	$10			Y
76	In-ground propane tank installation/replacement	$516	$531	$14			Y
	Miscellaneous Mechanical						
77	Residential HVAC furnace, A/C condenser, and/or ductwork	$172	$177	$5			Y
78	Commercial HVAC furnace, A/C condenser, and/or ductwork	$344	$354	$10			Y
79	Prefabricated or metal fireplace (Listed by a recognized agency; EPA phase II approved)	$344	$354	$10			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
80	Masonry with gas fireplace insert (EPA phase II approved)	$344	$354	$10			Y
	Guidelines for determining the valuation of common projects per type of structure shall be based on the actual work valuation but no less than the latest International Code Council based square footage tables.						
	Miscellaneous Administration Fees						
81	Deferred Submittal Request (subject to approval by the Building Official)	$172	$177	$5			Y
82	Permit Extension Request (subject to approval by the Building Official)	$172	$177	$5			Y
83	Plan Review Extension Request (subject to approval by the Building Official)	$172	$177	$5			Y
84	Re-instate expired permit – ½ of the cost of original permit if permit is older than 24 months; excludes school, fire, and FSA, etc fees) – (subject to approval by the Building Official)	1/2 the cost of original permit fees	1/2 the cost of original permit fees				N

[a] Fee for all fire review submittals (sprinklers, commercial kitchen hood extinguishing systems, fire alarm systems, etc.) (minimum 1/2 hour).

[b] Applies if processed/issued by the Development Services Department (minimum 2 hours).

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	BUILDING PERMIT FEES						
	Total Valuation						
	$1 - $500	$24	$24	$0			N
	$500 - $2,000	$24	$24	$0			N
	$2,000 - $40,000	$69	$69	$0			N
	$40,000 - $100,000	$487	$487	$0			N
	$100,000 - $500,000	$1,027	$1,027	$0			N
	$500,000 - $1,000,000	$3,827	$3,827	$0			N
	$1,000,000 - $5,000,000	$6,327	$6,327	$0			N
	$5,000,001 and up	$18,327	$18,327	$0			N
	Other Inspections and Fees						
1	Inspections outside normal business hours (minimum 2 hours)	$207	$212	$6	per hour		Y
2	Re-inspection fees assessed under the provisions of Section 6-1.7; 110.7 of the Oroville City Ordinance 1767.	$172	$177	$5	per hour		Y
3	Inspection for which no fee is specifically indicated (minimum 1 hour)	$172	$177	$5	per hour		Y
4	Additional plan review required due to changes, additions, or revisions to plans (minimum ½ hour)	$86	$88	$2	per half hour		Y
5	For use of outside consultants for plan review and inspections, or both	Actual Cost	Actual Cost			[a]	N
6	Plan Review: When a plan or other data is required to be submitted for review, the plan review fee for each building, structure, utility, etc.	65% of Building Permit Fee	65% of Building Permit Fee			[b]	N
7	Plan Review - Master Plan					[b][c]	
	a) Plan Review for Initial Review of Master Plan	65% of Building Permit Fee	65% of Building Permit Fee			[b][c]	N
	b) Plan Review for Each Building Permit that Utilizes an Approved Master Plan	$172	$177	$5		[b][c]	Y
8	Disabled Access Review: For the review of California Code of Regulation Title 24 requirements for accessibility for the physically disabled	$172	$177	$5	per hour		Y
9	Energy Conservation Review: For review of California Code of Regulations Title 24 requirements for energy conservation	10% of Building Permit Fee	10% of Building Permit Fee				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
10	Green Building Standards Review: For review of California Code of Regulations Title 24 requirements for green building standards	15% of Building Permit Fee	15% of Building Permit Fee				N

[a] Actual costs include the actual invoice amounts from the third party, as well as city administrative costs (e.g., staff and administrative billable rates).

[b] Fee covers up to three reviews. Each additional review will be billed at hourly rate.

[c] For all project master plans, full plan review will be charged for the initial review of all master plans. For each building permit that utilizes an approved master plan, a one hour plan review fee will be charged on each permit.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CODE COMPLIANCE FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Re-inspection Fee	$160	$164	$4			Y
2	Extension Request / Administrative Fee	$80	$82	$2			Y
3	Multi-Family Inspection Program Fee (per dwelling unit)	$40	$41	$1			Y
4	Preliminary Title Search Fee (Litigation Guarantee)						
	a) Administrative Fee	$120	$123	$3			Y
	b) Title Search Company Cost	Actual Cost	Actual Cost				N
5	Property Lien Processing Fee (per property) (1 hour)	$160	$164	$4			Y
6	Property Posting Fee	$160	$164	$4			Y
7	Vacant Building Monitoring Ordinance Fee (Annual)	$479	$492	$13			Y
8	Vehicle Abatement	$200	$205	$6			Y
9	Specialized Services Including, but not limited to, Attorney and Abatement Services	Actual Cost	Actual Cost				N
10	Miscellaneous Administrative Code Enforcement Fee (when not listed specifically above) (based on hourly rate; minimum ½ hour)	$80	$82	$2	per half hour		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CODE COMPLIANCE / ADMINISTRATIVE CITATIONS

	Description	Current Citation Amount	Current 30-Day Penalty	Proposed Citation Amount	Proposed 30-Day Penalty	Citation Amount Change	30-Day Penalty Change	Note	Yearly Adjust
1	First Citation	$100	$100	$100	$100	$0	$0		N
2	Second Citation	$200	$200	$200	$200	$0	$0		N
3	Third Citation	$500	$500	$500	$500	$0	$0		N
4	Fourth Citation	$1,000	$1,000	$1,000	$1,000	$0	$0		N
5	Each Additional Citation	$1,000	$1,000	$1,000	$1,000	$0	$0		N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Construction						
1	Civil Plans						
	a) Design Review	$745	$765	$21			Y
2	Fire & life safety for building compliance						
	a) Plan Review	20% of building plan check fee	20% of building plan check fee				N
	b) Inspection	$569	$585	$16			Y
	Fire Protection Systems						
3	Kitchen hood system plan review and inspection						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y
4	**Underground Fire lines plan review and inspection**						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$482	$495	$13			Y
	New construction sprinkler system plan review inspection						
5	1 - 200 sprinklers						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$482	$495	$13			Y
6	201+ sprinklers						
	a) Plan Review	$657	$675	$18			Y
	b) Inspection	$657	$675	$18			Y
	i) Add 1/2 hour per each floor over ground floor	$88	$90	$2			Y
	ii) Add 1/2 hour per each fire sprinkler riser	$88	$90	$2			Y
	Tenant improvement sprinkler system plan review and inspection						
7	1 - 50 sprinklers						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
8	51+ sprinklers						
	a) Plan Review	$569	$585	$16			Y
	b) Inspection	$482	$495	$13			Y
	Residential SFD and Duplex fire sprinkler system, fire alarm system plan review and inspection						
9	Residential SFD and Duplex fire sprinkler system plan review and inspection						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y
10	Fire alarm system plan review						
	a) Plan Review	$569	$585	$16			Y
	b) Inspection	$394	$405	$11			Y
11	Compressed gas systems						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y
12	High-pile storage						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y
13	Paint and spray booth						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y
14	Temporary Structures, Tents, Canopies						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y
15	Above ground tank installation						
	a) Plan Review	$394	$405	$11			Y
	b) Inspection	$307	$315	$8			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
16 Below ground tank installation/removal						
a) Plan Review	$394	$405	$11			Y
b) Inspection	$307	$315	$8			Y
17 Technical reports/alternate material request	$526	$540	$15			Y
18 Special plan review (expedite) (per hour)	$263	$270	$7			Y
19 Re-inspection fees	$175	$180	$5			Y
20 Aerosol products exceeding 500 lbs. Manufacturing or packaging only	$263	$270	$7			Y
21 Amusement buildings Haunted Houses and similar activity per bldg	$350	$360	$10			Y
22 Aviation servicing or repair buildings (Per Airport)	$350	$360	$10			Y
23 Cellulose nitrate film Per facility, manufacturing, cabinet shop, mill	$263	$270	$7			Y
24 Combustible fibers (Manufacturing, cotton, straw, etc.)	$350	$360	$10			Y
25 Compressed gases CFC Article 30, in excess of 50lbs or 1 mobile unit	$263	$270	$7			Y
26 Covered mall buildings (CBC Defined, per mall)	$526	$540	$15			Y
27 Cryogenic fluids (Per site, liquid nitrogen or similar)	$263	$270	$7			Y
28 Cutting and welding Per site, single activity/mobile operations see “Hot Work”	$350	$360	$10			Y
29 Carnivals, circus, fairs** (Per event**)	$350	$360	$10			Y
30 Dry cleaning plants (Not to include retail stores)	$350	$360	$10			Y
31 Exhibits and trade shows (Per event)	$350	$360	$10			Y
32 Explosives or blasting agents (Per facility, event or site)	$350	$360	$10			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
33	Fireworks retail stand						
	a) Non-profit per City Code Ch 10-8	$0	$0	$0			N
	b) Clean up fee (Per site)	$254	$254	$0			N
34	Fireworks public display Per event, airborne or explosive	$350	$360	$10			Y
35	Fireworks special pyrotechnic effects (Per event)	$526	$540	$15			Y
36	Flammable or combustible liquids Per site, above ground storage	$263	$270	$7			Y
37	Floor refinishing with Class I or II liquids (old classification: Bowling Alley Refinishing) Per site, above ground storage	$263	$270	$7			Y
38	Fruit and crop ripening with ethylene gas (Per site)	$263	$270	$7			Y
39	Fumigation permit (Per building)	$263	$270	$7			Y
40	Hazardous materials storage, dispense, use of handling Per site 4280-2000 $202.0	$350	$360	$10			Y
41	Hazardous waste generator Per site, in conjunction with haz material storage	$263	$270	$7			Y
42	HPM facilities (Per site)	$350	$360	$10			Y
43	High-pile storage (Per site, CFC class I-IV materials)	$350	$360	$10			Y
44	Hot works operations (Per day per site - temporary uses)	$263	$270	$7			Y
45	Industrial ovens (Per site, cement, powder coating, etc)	$263	$270	$7			Y
46	Lumber yards processing > 100,000 board feet Per site and parcel	$350	$360	$10			Y
47	LPG (Per site, excludes R-3 & R-1 dwellings)	$263	$270	$7			Y
48	Magnesium (Per site)	$263	$270	$7			Y
49	Misc combustible storage in excess of 2500 cubic feet (Per site)	$350	$360	$10			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
50	Open flame, torches, candles, (Per event, not in conjunction with #10 or #27	$263	$270	$7			Y
51	Organic coating (Per site)	$263	$270	$7			Y
52	Pyroxylin plastics (Per site, manufacturing and/or application)	$263	$270	$7			Y
53	Refrigeration equipment regulated by chapter 6 (Per site, excludes R-1 and R-3 occupancies)	$350	$360	$10			Y
54	Roof top heliports Per platform	$263	$270	$7			Y
55	Spraying and dipping (Per site, auto body, plating, acid washing, etc)	$350	$360	$10			Y
56	Storage of scrap tires and tire rebuilding plants (Per site, includes auto salvage yards)	$350	$360	$10			Y
	R Occupancies						
57	Multi-Unit Residential						
	a) 3 to 5 Units	$175	$180	$5			Y
	b) 6 - 10 Units	$263	$270	$7			Y
	c) 11 to 20 Units	$394	$405	$11			Y
	d) 21 - 40 Units	$569	$585	$16			Y
	e) 41 or more Units	$745	$765	$21			Y
58	Pre-inspection - Residential care facilities, per site	$88	$90	$2			Y
59	Large family day care R-3, per site	$350	$360	$10			Y
60	A Occupancies, (Assembly)	$175	$180	$5			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
61 B Occupancies, (Business)						
a) 1 - 500 sq ft	$44	$45	$1			Y
b) 501 - 1,000 sq ft	$88	$90	$2			Y
c) 1,001 to 1,500 sq ft	$131	$135	$4			Y
d) 1,501 to 2,000 sq ft	$175	$180	$5			Y
e) 2,001 - 2,500 sq ft	$219	$225	$6			Y
f) 2,501 - 3,000 sq ft	$263	$270	$7			Y
g) 3,001 - 3,500 sq ft	$307	$315	$8			Y
h) 3,501 - 4,000 sq ft	$394	$405	$11			Y
i) 4,001 - 4,500 sq ft	$438	$450	$12			Y
j) 4,500 sq ft - 5,000 sq ft	$482	$495	$13			Y
62 C Occupancies, Camps, organized (Per site)	$175	$180	$5			Y
63 E Occupancies (example Laboratories) (Per building)	$175	$180	$5			Y
64 F Occupancies (example Factory)	$394	$405	$11			Y
65 H Occupancies Per building, fuel storage, chemical process	$350	$360	$10			Y
66 I Occupancies (example Hospital) (Per building)	$526	$540	$15			Y
67 L Occupancies (example Laboratories) (Per Building)	$175	$180	$5			Y
68 M Occupancies (Mercantile)						
a) 1 - 500 sq ft	$44	$45	$1			Y
b) 501 - 1,000 sq ft	$88	$90	$2			Y
c) 1,001 to 1,500 sq ft	$131	$135	$4			Y
d) 1,501 to 2,000 sq ft	$175	$180	$5			Y
e) 2,001 - 2,500 sq ft	$219	$225	$6			Y
f) 2,501 - 3,000 sq ft	$263	$270	$7			Y
g) 3,001 - 3,500 sq ft	$307	$315	$8			Y
h) 3,501 - 4,000 sq ft	$394	$405	$11			Y
i) 4,001 - 4,500 sq ft	$438	$450	$12			Y
j) 4,500 sq ft - 5,000 sq ft	$482	$495	$13			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
69	S Occupancies (Storage)	$175	$180	$5			Y
70	U Occupancies (Utility and Miscellaneous)	$175	$180	$5			Y
71	Annual Fire Company Inspection Per hour or fraction thereof	$263	$270	$7			Y
72	Additional Inspections Per hour or fraction thereof	$85 after 2nd inspection	$85 after 2nd inspection				N
73	Burn Permits	$10	$10	$0			N
74	Code compliance inspection	$219	$225	$6			Y
75	Emergency DUI response	Actual Cost	Actual Cost				N
76	Fire report	$21	$21	$1			Y
77	Garbage abatement	Actual Cost	Actual Cost				N
78	Fire watch service	$219	$225	$6			Y
79	False alarm cost recovery after 3rd false alarm	Actual Cost	Actual Cost				N
80	Weed abatement	Actual Cost	Actual Cost				N
81	Public Service call	Actual Cost	Actual Cost				N
82	Hazardous Material response	Actual Cost	Actual Cost				N
83	Contamination remediation	Actual Cost	Actual Cost				N
	Hourly Rates						
84	Division Chief	$200	$200	$0			N
85	Battalion Chief	$152	$152	$0			N
86	Fire Captain	$125	$125	$0			N
87	Engineer	$112	$112	$0			N
88	Fire Fighter	$101	$101	$0			N
89	Dispatcher	$77	$77	$0			N
90	Heavy Equipment Mechanic	$101	$101	$0			N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
91 Engine Time (Criminal or Negligent)	OES Hourly Rate	OES Hourly Rate				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
1	Administrative Permit	$451		$463		$12		Flat Fee		Y
2	Adult-Oriented Business Fee	$1,814		$1,864		$50		Flat Fee		Y
3	Amendment/Modification Fee (Use Permits, Variances, TSM, etc.)	$2,177		$2,237		$60		Flat Fee		Y
4	Annexation		$10,400		$10,650		$250	Deposit		Y
5	Appeal to City Council or Planning Commission									
	a) Discretionary Items	$3,628		$3,729		$100		Flat Fee	[a]	Y
	b) Ministerial Items	$363		$373		$10		Flat Fee	[a]	Y
6	"Burn-Down" Letter	$181		$186		$5		Flat Fee		Y
7	Business License Application Review	$91		$93		$3		Flat Fee		Y
8	Condition Compliance		$1,500		$1,450		($50)	Deposit		Y
9	Density Bonus	No Charge		No Charge						N
10	Development Review	$1,037		$1,065		$29		Flat Fee		Y
11	Development Agreement		$7,300		$7,450		varies	Deposit		Y
12	Environmental Review									
	a) Environmental Assessment/Initial Study		$5,200		$5,250		$50	Deposit		Y
	b) Notice of Exemption								[b]	
	c) Negative Declaration		$10,400		$10,650		$250	Deposit		Y
	d) EIR Deposit		$10,400		$10,650		$250	Deposit		Y
13	General Plan Amendment		$10,400		$10,650		$250	Deposit		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
14	Home Occupation									
	a) Low Impact	$130		$133		$4		Flat Fee		Y
	b) Moderate Impact	$259		$266		$7		Flat Fee		Y
15	Landmark Designation or Demolition	$1,555		$1,598		$43		Flat Fee		Y
16	Landmark Alteration Permit	$518		$533		$14		Flat Fee		Y
17	Occupancy Review	$155		$160		$4		Flat Fee		Y
18	Pre-Application (Initial Project Review)	$544		$559		$15		Flat Fee		Y
19	Sign Review	$311		$320		$9		Flat Fee		Y
20	Special Event Permit									
	a) Application Fee									
	i) Application Submitted More than 15 Days Before Event	$104		$107		$3		Flat Fee		Y
	ii) Application Submitted Within 15 Days of Event	$311		$320		$9		Flat Fee		Y
	b) Police / Streets / Other City Support Provided for Event Monitoring, Street Closures, Setup, etc.	Actual Costs; Bill Per Hour		Actual Costs; Bill Per Hour				Per Hour		Y
21	Specific Plan Amendment		$10,400		$10,650		varies	Deposit		Y
22	Specific Plan or Planned Development Overlay		$10,400		$10,650		$250	Deposit		Y
23	Temporary Use Permit	$285		$293		$8		Flat Fee		Y
24	Tentative Parcel Map	$4,147		$4,261		$115		Flat Fee		Y
25	Tentative Subdivision Map		$5,200		$5,250		varies	Deposit		Y
26	Per Resulting Lot Tentative Maps		$41		$42		varies	Deposit		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
27	Use Permit									
	a) Minor	$3,628		$3,729			varies	Flat Fee		Y
	b) Major		$5,200		$5,250		$50	Deposit		Y
28	Sewer Capacity Study Fee Deposit		$5,200		$5,250		$50	Deposit		Y
29	Zone Change		$3,600		$3,700		$100	Deposit		Y
30	Variance									
	a) ZA determination	$544		$559		$15		Flat Fee		Y
	b) Minor Variance	$1,814		$1,864		$50		Flat Fee		Y
	c) Variance		$3,600		$3,700		$100	Deposit		Y
31	Zoning/General Plan Compliance Letters	$155		$160		$4		Flat Fee		Y
	Assorted Copies									
32	General Plan, Housing Element, Zoning Code	Online		Online					[c]	N
33	Copies	$0.25		$0.25		$0		Per Page		N
	Hourly Billing Rate									
34	Planning	$181		$186				Per Hour		Y
35	Contract Services	Actual Cost + 15% Admin Fee		Actual Cost + 15% Admin Fee				T & M		N

* Applicants shall be responsible for all amounts due to other agencies (e.g., LAFCO, Department of Fish & Wildlife, County Recorder, etc.)

** For deposit based fees the City intends to collect 100% of total cost of service using time and materials billings.

[a] If appeal is successful, appeal filing fee will be returned to appellant.

[b] Amount collected as part of other fees.

[c] Documents are available online. For hardcopy materials use actual printing costs or per page copy fee.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - SHORT TERM RENTAL PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1 Short-Term Vacation Rental Permit Fee						
a) Administrative Permit	$451	$463	$12			Y
b) Use Permit (Airbnb, B&B, SRO, Boarding House)	$3,628	$3,729	$100			Y
2 Technology Fee (% of permit fee)	6%	6%	0%			N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	LAND DEVELOPMENT						
1	Abandon Street	$1,322	$1,358	$37			Y
2	Assessment District Setup						
	a) Deposit	$10,367	$10,653	$286			Y
	b) Per Lot	$31	$32	$1			Y
3	Certificate of Compliance	$622	$639	$17			Y
4	Deferred Improvement Agreement	$389	$399	$11			Y
5	Final Parcel Map Review	$2,488	$2,557	$69			Y
6	Final Subdivision Map Review	$2,488	$2,557	$69			Y
7	Flood Plain Letter	$155	$160	$4			Y
8	Grading Permit	$155	$160	$4			Y
9	Grant of License	$155	$160	$4			Y
10	Lot Line Adjustment	$1,244	$1,278	$34			Y
11	Parcel Merger	$1,244	$1,278	$34			Y
12	Reversion to Acreage	$5,598	$5,753	$155			Y
13	Sewer Main Tapping Fee	$622	$639	$17			Y
14	Sewer Service Agreement - Outside	$777	$799	$21			Y
15	Sewer Service Charges						
	a) City	$26.06	$27.88	$2	per EDU		N
	b) SC-OR	$24.49	$24.49	$0	per EDU		N
16	Subdivider Agreement	$26	$26	$1			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
17 Site Improvements Plan Check						
a) Plan Check	3.0%	3.0%	$0	% of construction cost		N
b) Construction Inspection	3.0%	3.0%	$0	% of construction cost		N
18 Transportation Permit	$16 - $90	$16 - $90				N
ENCROACHMENT						
19 Construction Dumpster	$104	$107	$3			Y
20 Construction Job Trailer	$104	$107	$3			Y
21 Disabled Curb Ramp	$311	$320	$9	each location		Y
22 Drainage Inlet	$311	$320	$9	each location		Y
23 Paving - less than 1,000 sq ft	$155	$160	$4			Y
24 Sidewalk, Curb and Gutter						
a) Repair, less than 100 lf	$155	$160	$4			Y
b) New, less than 100 lf	$311	$320	$9			Y
c) Obstruction	$155	$160	$4	each location		Y
25 Street Repair, less than 500 sq ft	$233	$240	$6			Y
26 Underground Utility, less than 300 lf	$311	$320	$9			Y
27 House Relocating/Moving	$389	$399	$11			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
IMPACT FEES						
28 Traffic Impact Fee						
a) Single Family	$961	$961	$0	per unit		N
b) Multi Family	$745	$745	$0	per unit		N
c) Commercial	$2,091	$2,091	$0	per 1,000 sq ft		N
d) Office	$1,105	$1,105	$0	per 1,000 sq ft		N
e) Industrial	$575	$575	$0	per 1,000 sq ft		N
29 Facilities Impact Fees						
a) General Government						
i) Single Family	$1,135	$1,135	$0	per unit		N
ii) Multi Family	$676	$676	$0	per unit		N
iii) Commercial	$590	$590	$0	per 1,000 sq ft		N
iv) Office	$770	$770	$0	per 1,000 sq ft		N
v) Industrial	$286	$286	$0	per 1,000 sq ft		N
b) Fire						
i) Single Family	$804	$804	$0	per unit		N
ii) Multi Family	$648	$648	$0	per unit		N
iii) Commercial	$507	$507	$0	per 1,000 sq ft		N
iv) Office	$662	$662	$0	per 1,000 sq ft		N
v) Industrial	$246	$246	$0	per 1,000 sq ft		N
c) Law Enforcement						
i) Single Family	$1,393	$1,393	$0	per unit		N
ii) Multi Family	$1,122	$1,122	$0	per unit		N
iii) Commercial	$393	$393	$0	per 1,000 sq ft		N
iv) Office	$514	$514	$0	per 1,000 sq ft		N
v) Industrial	$192	$192	$0	per 1,000 sq ft		N
d) Parks						
i) Single Family	$3,843	$3,843	$0	per unit		N
ii) Multi Family	$3,095	$3,095	$0	per dwelling unit		N
30 Drainage Impact Fee						
a) Single Family	$2,572	$2,572	$0			N
b) Multi Family Per Unit	$1,029	$1,029	$0			N
c) Commercial	$1,466	$1,466	$0			N
d) Office	$1,440	$1,440	$0			N
e) Industrial	$1,388	$1,388	$0			N
f) Thermalito	see fee schedule	see fee schedule				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
31 Sewer Connection						
a) Impact Fee	$1,794	$1,794	$0	per EDU		N
b) SCOR	$6,638	$6,638	$0	per EDU		N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - POLICE FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Alarm Permit	$31	$32	$1			Y
2	Citation Signoff	$20	$20	$0			N
3	Local Record Review	$39	$40	$1			Y
4	Police Report	$20	$20	$0	per report		N
5	CAD Report	$10	$10	$0			N
6	Digital Photographs	$25	$25	$0			N
7	Hourly Rate						
	a) Officer	$117	$120	$3	per hour	[a]	Y
	b) Detective	$123	$127	$3	per hour	[a]	Y
8	VIN Verification	$25	$25	$0			N
9	Vehicle Repossession Release	$15	$15	$0		[b]	N
10	Impounded/Stored Vehicle Release	$171	$176	$5			Y

[a] Rate for special service requests. Overtime rate.
[b] Amount set by State.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEE SCHEDULE

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
	Admissions to C.F. Lott Home Museum						
1	General Admission (12 years and older)	$4	$4	$0			N
2	Senior Discount Admission	$3	$3	$0			N
3	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
4	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N
5	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N
	Admissions to Chinese Temple Complex & Museum						
6	General Admission (12 years and older)	$4	$4	$0			N
7	Senior Discount Admission	$3	$3	$0			N
8	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
9	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEE SCHEDULE

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
10	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N
	Admissions to Bolt's Antique Tool Museum						
11	General Admission (12 years and older)	$4	$4	$0			N
12	Senior Discount Admission	$3	$3	$0			N
13	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
14	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N
15	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N
	Admissions to Butte County Pioneer Memorial Museum						
16	General Admission (12 years and older)	$4	$4	$0			N
17	Senior Discount Admission	$3	$3	$0			N
18	Children Under 12 Years (when accompanied by a paying adult)	Free	Free				N
19	Adult Group Tour Fees (Max. 35)	$50	$50	$0			N
20	School Tour Fees						
	a) One Class K2 - K12 Students	$40	$40	$0			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N
	Museum Mile Weekend Pass						
21	Museum Mile Weekend Pass to City Museums	$10	$10	$10	per person		N
	Admissions to Feather River Nature Center						
22	General Admission - Adults and Children	Free	Free				N
23	Adult Group Tour Fees (Max. 20)	$40	$40	$0			N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEE SCHEDULE

Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
24 School Tour Fees						
a) One Class K2 - K12 Students	$30	$30	$0			N
b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee Saturdays and Holidays	Current Fee All Others	Proposed Fee Saturdays and Holidays	Proposed Fee All Others	Change Saturdays and Holidays	Proposed Change All Others	Note	Yearly Adjust
	Sank Park/Lott Home								
	Rental Fees for this park are for 8 hours maximum, park must be vacated by 9:00pm								
1	**Wedding Only - Gazebo & Nancy Price Room**								
	a) City Residents	$425	$285	$437	$293	$12	$8		Y
	b) Non-Residents	$539	$358	$554	$368	$15	$10		Y
	c) Key Deposit	$88	$88	$90	$90	$2	$2		Y
	d) Cleaning Deposit	$171	$171	$176	$176	$5	$5		Y
	e) Amplification Permit - PA Systems	$52	$52	$53	$53	$1	$1		Y
	f) Alcohol Permit Deposit	$83	$83	$85	$85	$2	$2		Y
2	**Reception Only - Patio & Kitchen**								
	a) City Residents	$425	$285	$437	$293	$12	$8		Y
	b) Non-Residents	$539	$358	$554	$368	$15	$10		Y
	c) Key Deposit	$88	$88	$90	$90	$2	$2		Y
	d) Cleaning Deposit	$171	$171	$176	$176	$5	$5		Y
	e) Amplification Permit - PA Systems	$52	$52	$53	$53	$1	$1		Y
	f) Alcohol Permit Deposit	$83	$83	$85	$85	$2	$2		Y
3	**Wedding & Reception Only - Patio, Kitchen, Gazebo & Nancy Price Room**								
	a) City Residents	$860	$570	$884	$586	$24	$16		Y
	b) Non-Residents	$1,078	$715	$1,108	$735	$30	$20		Y
	c) Key Deposit	$88	$88	$90	$90	$2	$2		Y
	d) Cleaning Deposit	$171	$171	$176	$176	$5	$5		Y
	e) Amplification Permit - PA Systems	$52	$52	$53	$53	$1	$1		Y
	f) Alcohol Permit Deposit	$83	$83	$85	$85	$2	$2		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

Description	Current Fee Saturdays and Holidays	Current Fee All Others	Proposed Fee Saturdays and Holidays	Proposed Fee All Others	Change Saturdays and Holidays	Proposed Change All Others	Note	Yearly Adjust
4 General Group Use								
a) Fundraiser/Event with Admission Charge	$601	$399	$618	$410	$17	$11		Y
b) Kitchen Rental	$135	$88	$139	$90	$4	$2		Y
c) Coach Room (Per Person)	$5	$5	$5	$5	$0	$0		Y
d) Key Deposit	$88	$88	$90	$90	$2	$2		Y
e) Cleaning Deposit	$171	$171	$176	$176	$5	$5		Y
f) Amplification Permit - PA Systems	$52	$52	$53	$53	$1	$1		Y
f) Alcohol Permit Deposit	$83	$83	$85	$85	$2	$2		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
	Centennial Plaza						
	Electricity is the Only Amenity Offered - No Restrooms!						
1	Wedding and/or Reception	$166	$170	$5			Y
2	Key Deposit (for electrical box)	$36	$37	$1			Y
	Hammon Park						
3	General Park Fee (up to 4 hours)	$52	$53	$1			Y
4	Each Additional Hour	$16	$16	$0			Y
5	Fundraiser	$295	$304	$8			Y
6	Elementary School Events	Free	Free				N
7	Alcohol Permit Deposit	$83	$85	$2	per hr, min 3 hrs		Y
8	Amplification Permit - PA Systems	$57	$59	$2			Y
9	Key Deposit (for electrical box)	$36	$37	$1			Y
10	Water Spigot Deposit	$98	$101	$3			Y
	Rotary Park						
11	General Park Fee (up to 4 hours)	$52	$53	$1			Y
12	Each Additional Hour	$16	$16	$0			Y
13	Fundraiser	$295	$304	$8			Y
14	Elementary School Events	Free	Free				N
15	Rotary Club events at Rotary Park	Free	Free				N
16	Alcohol Permit Deposit	$83	$85	$2	per hr, min 3 hrs		Y
17	Amplification Permit - PA Systems	$57	$59	$2			Y
18	Key Deposit (for electrical box)	$36	$37	$1			Y
19	Water Spigot Deposit	$98	$101	$3			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note	Yearly Adjust
	Hewitt Park					**[a]**	
20	Bocce Ball Equipment Deposit (Ball set available at City Hall)	$52	$53	$1			Y
21	General Park Fee (up to 4 hours)	$41	$43	$1			Y
22	Each Additional Hour	$10	$11	$0			Y
23	Fundraiser	$233	$240	$6			Y
24	Elementary School Events	Free	Free				N
25	Alcohol Permit Deposit	$83	$85	$2	per hr, min 3 hrs		Y
26	Amplification Permit - PA Systems	$57	$59	$2			Y
27	Key Deposit (for electrical box)	$36	$37	$1			Y
28	Water Spigot Deposit	$98	$101	$3			Y
	Oroville Municipal Auditorium						
29	Rental for the First 12 Hours, Including 1 Staff Person for 8 Hours	$648	$666	$18			Y
30	Staff Person Per Hour After 8 Hours	$36	$37	$1			Y
31	Additional Staff Person Per Hour (Min 1 Hr)	$36	$37	$1			Y
32	Refundable Cleaning Deposit/Security Deposit	$518	$533	$14			Y
33	Alcohol Permit Deposit	$83	$85	$2	per hr, min 3 hrs		Y

[a] No reservations taken until Hewitt Park remodel is completed. Fees listed for Hewitt Park will become effective at that time.

Master Schedule of User and Regulatory Fees

Effective July 1, 2025

City of Oroville
Master Fee Schedule

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City of Oroville

BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Minimum Permit Fee (When One Inspection is Required)	$177			Y
2	Minimum Permit Fee (When Two Inspections are Required)	$354			Y
3	Standard Hourly Rate	$177			Y
4	Technology Cost Recovery Fee (to be charged at each permit application and issuance)	6% of plan review and permit fee			N
5	Strong Motion Instrumentation Program (SMIP) Fee				
	a) Residential	Valuation x .00013			N
	b) Commercial	Valuation x .00028			N
6	Green Building Fee	$1 per $25,000 of Permit Valuation			N
	Fire Project Review and Inspection Fees				
7	Administrative Fee	$177		[a]	Y
8	Burn Permit Fee	$10			N
9	Fire Works Permit Administrative Fee	$332		[b]	N
	Miscellaneous Department Fees				
10	Business License Occupancy Inspection Fee (minimum 1 hour)	$177	per hour		Y
11	Business License Occupancy Submittal/Processing Fee (minimum ½ hour)	$88	per 1/2 hour		Y
12	First Time Homebuyer's Inspection Fee (minimum 1 hour)	$177	per hour		Y
13	Re-inspection fee for Business License Occupancy or First Time Homebuyer's Inspection (minimum 1 hour)	$177	per hour		Y
14	Encroachment Permit Administrative Processing Fee	$32			Y
15	Addressing (new or re-addressing), per hour (minimum ½ hour)	$88	per 1/2 hour		Y
16	Temporary Certificate of Occupancy	$354			Y
17	Certificate of Occupancy Document	$21			Y
18	Plan review fee (minimum ½ hour)	$88	per 1/2 hour		Y
19	Geotechnical Review Fee (minimum 1 hour)	$177	per hour		Y
20	Site Inspection (minimum 1 hour)	$177	per hour		Y
21	Requested Special Inspection per hour or fraction thereof (minimum 1 hour)	$177	per hour		Y
22	Alternative Methods and Materials Review per hour (minimum 1 hour)	$177	per hour		Y
23	Photocopy of Documents Fees				
	a) 8.5" x 11"	$0.25	per sheet		N
	b) 11" x 17"	$1.10	per sheet		N
	c) 18" x 26"	$1.15	per sheet		N
	d) 24" x 36"	$1.25	per sheet		N
	e) 24" x 42" and larger	$1.30	per sheet		N

City of Oroville

BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
24	Specialized reviews and requests	Actual Cost			N
25	Certified Access Specialist Program (CASp)				
	a) Inspection per hour (minimum 1 hour)	$177	per hour		Y
	b) Inspection report per hour (minimum ½ hour)	$88	per 1/2 hour		Y
	c) Certificate	$107			Y
26	Demolition				
	a) Per building	$177			Y
	b) Per building if a structure pre-measure is requested	$354			Y
27	Residential swimming pool, spa, or hot tub				
	a) Plan review (minimum 1 hour)	$177	per hour		Y
	b) Permit	$884			Y
28	Residential swimming pool addition or remodel permit	$531			Y
29	Residential spa or hot tub permit (self-contained above ground)	$354			Y
30	Commercial swimming pool or spa permit	Based on Valuation			Y
31	Re-Roof Permit				
	a) Residential	$354			Y
	b) Residential multifamily (per building)	$354			Y
	c) Commercial	$531			Y
32	Window installation or replacement permit (rough frame, and final inspection required)				
	a) Retrofit windows	$177			Y
	b) New construction windows (flashing, minor siding replacement, etc)	$354			Y
	c) Residential or commercial building move (site, foundation, electrical, plumbing, mechanical, and final inspection); additional fees may apply	Based on Valuation			Y
	Patio Covers, Decks, and Trellises				
33	Plan Review (minimum 1 hour)	$177	per hour		Y
34	Up to 500 sq.ft. (wood or metal construction)	$531			Y
35	Enclosed up to 500 sq.ft. (wood or metal construction)	$707			Y
36	In excess of 500 sq.ft. (covered or enclosed) additional fee per 100 sq.ft. or fraction thereof	$177			Y
37	Deck or Trellis (per structure)	$354			Y
	Signs				
38	Plan Review, (wall and/or roof mounted) (minimum 1 hour)	$177	per hour		Y
39	Plan Review (freestanding) (minimum 1 hour)	Based on Valuation			Y
40	Additional electrical permit fee for illuminated signs (minimum 1 hour)	$177	per hour		Y
41	Signs - 0-100 square feet	$354			Y

City of Oroville

BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
42	Signs - Over 100 square feet	$531			Y
	Cellular Tower				
43	Plan Review, (minimum 1 hour)	Based on Valuation			Y
44	Free standing monopole	$884			Y
45	Co-location	$707			Y
46	Equipment Container	$354			Y
	Manufactured Buildings				
47	Application Fee	$32			Y
48	Plan Review (minimum 1 hour)	$177	per hour		Y
49	Installation with Standard Plan Approval (SPA)	$707			Y
50	Non-Standard Plan Approval (SPA), engineered foundation system	Based on Valuation			Y
51	Electrical	$177			Y
52	Plumbing	$177			Y
53	Mechanical	$177			Y
54	Commercial Coach set-up and installation	Based on Valuation			Y
55	California State 433A & 433B processing fee (per building section)	$23			Y
56	Master Plan Fee	$354			Y
	Electrical Service and/or Sub-Panel Installation				
57	Up to 325 amperes	$177			Y
58	325 to 1,000 amperes	$354			Y
59	Over 1,000 amperes	$354			Y
60	Plan Review fee (when required) (minimum 1 hour)	$177	per hour		Y
61	Temporary power pole/service	$354			Y
62	Residential backup generator	$354			Y
63	Commercial backup generator	$531			Y
	Photovoltaic (PV-Solar) & Alternative Energy Systems				
64	Photovoltaic & Alternative Energy Systems Plan Review				
	a) Residential	$177			Y
	b) Commercial (minimum 1 hour)	Based on Valuation			Y
65	Residential roof mount; PV panels and equipment only	$354			Y
66	Residential ground mount; PV panels and equipment only (minimum 2 hours)	Based on Valuation			Y
67	Commercial roof mount; PV panels and equipment only (per each separate array)	$531			Y
68	Commercial ground mount; PV panels and equipment only (minimum 3 hours)	Based on Valuation			Y
69	Alternative Energy Producing System (wind turbine, methane gas conversion, bio-fuels, etc) (per valuation table)	Based on Valuation			Y

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
70	Residential or Commercial Ground Mount Foundation Plan Review	Based on Valuation			Y
71	Residential or not of Commercial Ground Mount Foundation	Based on Valuation			Y
	Miscellaneous Plumbing				
72	Water heater installation/replacement	$177			Y
73	Water softener or reverse osmosis installation/replacement	$177			Y
74	Temporary gas release (prior to final inspection) (minimum 1 inspection)	$177			Y
75	Above ground propane tank installation/replacement	$354			Y
76	In-ground propane tank installation/replacement	$531			Y
	Miscellaneous Mechanical				
77	Residential HVAC furnace, A/C condenser, and/or ductwork	$177			Y
78	Commercial HVAC furnace, A/C condenser, and/or ductwork	$354			Y
79	Prefabricated or metal fireplace (Listed by a recognized agency; EPA phase II approved)	$354			Y
80	Masonry with gas fireplace insert (EPA phase II approved)	$354			Y
	Guidelines for determining the valuation of common projects per type of structure shall be based on the actual work valuation but no less than the latest International Code Council based square footage tables.				
	Miscellaneous Administration Fees				
81	Deferred Submittal Request (subject to approval by the Building Official)	$177			Y
82	Permit Extension Request (subject to approval by the Building Official)	$177			Y
83	Plan Review Extension Request (subject to approval by the Building Official)	$177			Y
84	Re-instate expired permit – ½ of the cost of original permit if permit is older than 24 months; excludes school, fire, and FSA, etc fees) – (subject to approval by the Building Official)	1/2 the cost of original permit fees			N

[a] Fee for all fire review submittals (sprinklers, commercial kitchen hood extinguishing systems, fire alarm systems, etc.) (minimum 1/2 hour).
[b] Applies if processed/issued by the Development Services Department (minimum 2 hours).

City of Oroville
BUILDING FEES

Building Permit Fees

Total Valuation			Permit Fee					Yearly Adjust
$1	to	$500	$24.00					N
$501	to	$2,000	$24.00	for the first $500	plus	$3.00	for each add'l $100 or fraction thereof, to and including $2,000	N
$2,001	to	$40,000	$69.00	for the first $2,000	plus	$11.00	for each add'l $1,000 or fraction thereof, to and including $40,000	N
$40,001	to	$100,000	$487.00	for the first $40,000	plus	$9.00	for each add'l $1,000 or fraction thereof, to and including $100,000	N
$100,001	to	$500,000	$1,027.00	for the first $100,000	plus	$7.00	for each add'l $1,000 or fraction thereof, to and including $500,000	N
$500,001	to	$1,000,000	$3,827.00	for the first $500,000	plus	$5.00	for each add'l $1,000 or fraction thereof, to and including $1,000,000	N
$1,000,001	to	$5,000,000	$6,327.00	for the first $1,000,000	plus	$3.00	for each add'l $1,000 or fraction thereof, to and including $5,000,000	N
$5,000,001	and	Up	$18,327.00	for the first $5,000,000	plus	$1.00	for each add'l $1,000 or fraction thereof	N

City of Oroville

BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Other Inspections and Fees				
1	Inspections outside normal business hours (minimum 2 hours)	$212	per hour		Y
2	Re-inspection fees assessed under the provisions of Section 6-1.7; 110.7 of the Oroville City Ordinance 1767.	$177	per hour		Y
3	Inspection for which no fee is specifically indicated (minimum 1 hour)	$177	per hour		Y
4	Additional plan review required due to changes, additions, or revisions to plans (minimum ½ hour)	$88	per half hour		Y
5	For use of outside consultants for plan review and inspections, or both	Actual Cost		[a]	N
6	Plan Review: When a plan or other data is required to be submitted for review, the plan review fee for each building, structure, utility, etc.	65% of Building Permit Fee		[b]	N
7	Plan Review - Master Plan			[b][c]	
	a) Plan Review for Initial Review of Master Plan	65% of Building Permit Fee		[b][c]	N
	b) Plan Review for Each Building Permit that Utilizes an Approved Master Plan	$177		[b][c]	Y
8	Disabled Access Review: For the review of California Code of Regulation Title 24 requirements for accessibility for the physically disabled	$177	per hour		Y
9	Energy Conservation Review: For review of California Code of Regulations Title 24 requirements for energy conservation	10% of Building Permit Fee			N
10	Green Building Standards Review: For review of California Code of Regulations Title 24 requirements for green building standards	15% of Building Permit Fee			N

[a] Actual costs include the actual invoice amounts from the third party, as well as city administrative costs (e.g., staff and administrative billable rates).

[b] Fee covers up to three reviews. Each additional review will be billed at hourly rate.

[c] For all project master plans, full plan review will be charged for the initial review of all master plans. For each building permit that utilizes an approved master plan, a one hour plan review fee will be charged on each permit.

City of Oroville
BUILDING FEES

Additional Notes on Application of Fee Schedule

Building Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "Building Permit" of the Building Valuation Fee Table (minimum $166.00 fee)

Building Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Electrical Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "12.5%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Electrical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Plumbing Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "10%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Plumbing Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Mechanical Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "7.5%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Mechanical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

City of Oroville

CODE COMPLIANCE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Re-inspection Fee	$164			Y
2	Extension Request / Administrative Fee	$82			Y
3	Multi-Family Inspection Program Fee (per dwelling unit)	$41			Y
4	Preliminary Title Search Fee (Litigation Guarantee)				
	a) Administrative Fee	$123			Y
	b) Title Search Company Cost	Actual Cost			N
5	Property Lien Processing Fee (per property) (1 hour)	$164			Y
6	Property Posting Fee	$164			Y
7	Vacant Building Monitoring Ordinance Fee (Annual)	$492			Y
8	Vehicle Abatement	$205			Y
9	Specialized Services Including, but not limited to, Attorney and Abatement Services	Actual Cost			Y
10	Miscellaneous Administrative Code Enforcement Fee (when not listed specifically above) (based on hourly rate; minimum ½ hour)	$82	per half hour		Y

City of Oroville

CODE COMPLIANCE / ADMINISTRATIVE CITATIONS

	Description	Citation Amount	30-Day Penalty	Note	Yearly Adjust
1	First Citation	$100	$100		N
2	Second Citation	$200	$200		N
3	Third Citation	$500	$500		N
4	Fourth Citation	$1,000	$1,000		N
5	Each Additional Citation	$1,000	$1,000		N

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Construction				
1	Civil Plans				
	a) Design Review	$765			Y
2	Fire & life safety for building compliance				
	a) Plan Review	20% of building plan check fee			N
	b) Inspection	$585			Y
	Fire Protection Systems				
3	Kitchen hood system plan review and inspection				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
4	**Underground Fire lines plan review and inspection**				
	a) Plan Review	$405			Y
	b) Inspection	$495			Y
	New construction sprinkler system plan review inspection				
5	1 - 200 sprinklers				
	a) Plan Review	$405			Y
	b) Inspection	$495			Y
6	201+ sprinklers				
	a) Plan Review	$675			Y
	b) Inspection	$675			Y
	i) Add 1/2 hour per each floor over ground floor	$90			Y
	ii) Add 1/2 hour per each fire sprinkler riser	$90			Y
	Tenant improvement sprinkler system plan review and inspection				
7	1 - 50 sprinklers				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
8	51+ sprinklers				
	a) Plan Review	$585			Y
	b) Inspection	$495			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Residential SFD and Duplex fire sprinkler system, fire alarm system plan review and inspection				
9	Residential SFD and Duplex fire sprinkler system plan review and inspection				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
10	Fire alarm system plan review				
	a) Plan Review	$585			Y
	b) Inspection	$405			Y
11	Compressed gas systems				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
12	High-pile storage				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
13	Paint and spray booth				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
14	Temporary Structures, Tents, Canopies				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
15	Above ground tank installation				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
16	Below ground tank installation/removal				
	a) Plan Review	$405			Y
	b) Inspection	$315			Y
17	Technical reports/alternate material request	$540			Y
18	Special plan review (expedite) (per hour)	$270			Y
19	Re-inspection fees	$180			Y
20	Aerosol products exceeding 500 lbs. Manufacturing or packaging only	$270			Y
21	Amusement buildings Haunted Houses and similar activity per bldg	$360			Y
22	Aviation servicing or repair buildings (Per Airport)	$360			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
23	Cellulose nitrate film Per facility, manufacturing, cabinet shop, mill	$270			Y
24	Combustible fibers (Manufacturing, cotton, straw, etc.)	$360			Y
25	Compressed gases CFC Article 30, in excess of 50lbs or 1 mobile unit	$270			Y
26	Covered mall buildings (CBC Defined, per mall)	$540			Y
27	Cryogenic fluids (Per site, liquid nitrogen or similar)	$270			Y
28	Cutting and welding Per site, single activity/mobile operations see “Hot Work”	$360			Y
29	Carnivals, circus, fairs** (Per event**)	$360			Y
30	Dry cleaning plants (Not to include retail stores)	$360			Y
31	Exhibits and trade shows (Per event)	$360			Y
32	Explosives or blasting agents (Per facility, event or site)	$360			Y
33	Fireworks retail stand				
	a) Non-profit per City Code Ch 10-8	$0			N
	b) Clean up fee (Per site)	$254			N
34	Fireworks public display Per event, airborne or explosive	$360			Y
35	Fireworks special pyrotechnic effects (Per event)	$540			Y
36	Flammable or combustible liquids Per site, above ground storage	$270			Y
37	Floor refinishing with Class I or II liquids (old classification: Bowling Alley Refinishing) Per site, above ground storage	$270			Y
38	Fruit and crop ripening with ethylene gas (Per site)	$270			Y
39	Fumigation permit (Per building)	$270			Y
40	Hazardous materials storage, dispense, use of handling Per site 4280-2000 $202.0	$360			Y
41	Hazardous waste generator Per site, in conjunction with haz material storage	$270			Y
42	HPM facilities (Per site)	$360			Y
43	High-pile storage (Per site, CFC class I-IV materials)	$360			Y
44	Hot works operations (Per day per site - temporary uses)	$270			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
45	Industrial ovens (Per site, cement, powder coating, etc)	$270			Y
46	Lumber yards processing > 100,000 board feet Per site and parcel	$360			Y
47	LPG (Per site, excludes R-3 & R-1 dwellings)	$270			Y
48	Magnesium (Per site)	$270			Y
49	Misc combustible storage in excess of 2500 cubic feet (Per site)	$360			Y
50	Open flame, torches, candles, (Per event, not in conjunction with #10 or #27	$270			Y
51	Organic coating (Per site)	$270			Y
52	Pyroxylin plastics (Per site, manufacturing and/or application)	$270			Y
53	Refrigeration equipment regulated by chapter 6 (Per site, excludes R-1 and R-3 occupancies)	$360			Y
54	Roof top heliports Per platform	$270			Y
55	Spraying and dipping (Per site, auto body, plating, acid washing, etc)	$360			Y
56	Storage of scrap tires and tire rebuilding plants (Per site, includes auto salvage yards)	$360			Y
	R Occupancies				
57	Multi-Unit Residential				
	a) 3 to 5 Units	$180			Y
	b) 6 - 10 Units	$270			Y
	c) 11 to 20 Units	$405			Y
	d) 21 - 40 Units	$585			Y
	e) 41 or more Units	$765			Y
58	Pre-inspection - Residential care facilities, per site	$90			Y
59	Large family day care R-3, per site	$360			Y
60	A Occupancies, (Assembly)	$180			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
61	B Occupancies, (Business)				
	a) 1 - 500 sq ft	$45			Y
	b) 501 - 1,000 sq ft	$90			Y
	c) 1,001 to 1,500 sq ft	$135			Y
	d) 1,501 to 2,000 sq ft	$180			Y
	e) 2,001 - 2,500 sq ft	$225			Y
	f) 2,501 - 3,000 sq ft	$270			Y
	g) 3,001 - 3,500 sq ft	$315			Y
	h) 3,501 - 4,000 sq ft	$405			Y
	i) 4,001 - 4,500 sq ft	$450			Y
	j) 4,500 sq ft - 5,000 sq ft	$495			Y
62	C Occupancies, Camps, organized (Per site)	$180			Y
63	E Occupancies (example Laboratories) (Per building)	$180			Y
64	F Occupancies (example Factory)	$405			Y
65	H Occupancies Per building, fuel storage, chemical process	$360			Y
66	I Occupancies (example Hospital) (Per building)	$540			Y
67	L Occupancies (example Laboratories) (Per Building)	$180			Y
68	M Occupancies (Mercantile)				
	a) 1 - 500 sq ft	$45			Y
	b) 501 - 1,000 sq ft	$90			Y
	c) 1,001 to 1,500 sq ft	$135			Y
	d) 1,501 to 2,000 sq ft	$180			Y
	e) 2,001 - 2,500 sq ft	$225			Y
	f) 2,501 - 3,000 sq ft	$270			Y
	g) 3,001 - 3,500 sq ft	$315			Y
	h) 3,501 - 4,000 sq ft	$405			Y
	i) 4,001 - 4,500 sq ft	$450			Y
	j) 4,500 sq ft - 5,000 sq ft	$495			Y
69	S Occupancies (Storage)	$180			Y
70	U Occupancies (Utility and Miscellaneous)	$180			Y
71	Annual Fire Company Inspection Per hour or fraction thereof	$270			Y
72	Additional Inspections Per hour or fraction thereof	$85 after 2nd inspection			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
73	Burn Permits	$10			N
74	Code compliance inspection	$225			Y
75	Emergency DUI response	Actual Cost			N
76	Fire report	$21			Y
77	Garbage abatement	Actual Cost			N
78	Fire watch service	$225			Y
79	False alarm cost recovery after 3rd false alarm	Actual Cost			N
80	Weed abatement	Actual Cost			N
81	Public Service call	Actual Cost			N
82	Hazardous Material response	Actual Cost			N
83	Contamination remediation	Actual Cost			N
	Hourly Rates				
84	Division Chief	$200			N
85	Battalion Chief	$152			N
86	Fire Captain	$125			N
87	Engineer	$112			N
88	Fire Fighter	$101			N
89	Dispatcher	$77			N
90	Heavy Equipment Mechanic	$101			N
91	Engine Time (Criminal or Negligent)	OES Hourly Rate			N

City of Oroville

PLANNING FEES

	Description	Fixed Fee	Initial Deposit	Charge Basis	Note	Yearly Adjust
1	Administrative Permit	$463		Flat Fee		Y
2	Adult-Oriented Business Fee	$1,864		Flat Fee		Y
3	Amendment/Modification Fee (Use Permits, Variances, TSM, etc.)	$2,237		Flat Fee		Y
4	Annexation		$10,650	Deposit		Y
5	Appeal to City Council or Planning Commission					
	a) Discretionary Items	$3,729		Flat Fee	[a]	Y
	b) Ministerial Items	$373		Flat Fee	[a]	Y
6	"Burn-Down" Letter	$186		Flat Fee		Y
7	Business License Application Review	$93		Flat Fee		Y
8	Condition Compliance		$1,450	Deposit		Y
9	Density Bonus	No Charge				N
10	Development Review	$1,065		Flat Fee		Y
11	Development Agreement		$7,450	Deposit		Y
12	Environmental Review					
	a) Environmental Assessment/Initial Study		$5,250	Deposit		Y
	b) Notice of Exemption				[b]	
	c) Negative Declaration		$10,650	Deposit		Y
	d) EIR Deposit		$10,650	Deposit		Y
13	General Plan Amendment		$10,650	Deposit		Y
14	Home Occupation					
	a) Low Impact	$133		Flat Fee		Y
	b) Moderate Impact	$266		Flat Fee		Y
15	Landmark Designation or Demolition	$1,598		Flat Fee		Y
16	Landmark Alteration Permit	$533		Flat Fee		Y
17	Occupancy Review	$160		Flat Fee		Y
18	Pre-Application (Initial Project Review)	$559		Flat Fee		Y
19	Sign Review	$320		Flat Fee		Y

City of Oroville

PLANNING FEES

	Description	Fixed Fee	Initial Deposit	Charge Basis	Note	Yearly Adjust
20	Special Event Permit					
	a) Application Fee					
	i) Application Submitted More than 15 Days Before Event	$107		Flat Fee		Y
	ii) Application Submitted Within 15 Days of Event	$320		Flat Fee		Y
	b) Police / Streets / Other City Support Provided for Event Monitoring, Street Closures, Setup, etc.	Actual Costs; Bill Per Hour		Per Hour		Y
21	Specific Plan Amendment		$10,650	Deposit		Y
22	Specific Plan or Planned Development Overlay		$10,650	Deposit		Y
23	Temporary Use Permit	$293		Flat Fee		Y
24	Tentative Parcel Map	$4,261		Flat Fee		Y
25	Tentative Subdivision Map		$5,250	Deposit		Y
26	Per Resulting Lot Tentative Maps		$42	Deposit		Y
27	Use Permit					
	a) Minor	$3,729		Flat Fee		Y
	b) Major		$5,250	Deposit		Y
28	Sewer Capacity Study Fee Deposit		$5,250	Deposit		Y
29	Zone Change		$3,700	Deposit		Y
30	Variance					
	a) ZA determination	$559		Flat Fee		Y
	b) Minor Variance	$1,864		Flat Fee		Y
	c) Variance		$3,700	Deposit		Y
31	Zoning/General Plan Compliance Letters	$160		Flat Fee		Y
	Assorted Copies					
32	General Plan, Housing Element, Zoning Code	Online			[c]	N
33	Copies	$0.25		Per Page		N
	Hourly Billing Rate					
34	Planning	$186		Per Hour		Y
35	Contract Services	Actual Cost + 15% Admin Fee		T & M		N

* Applicants shall be responsible for all amounts due to other agencies (e.g., LAFCO, Department of Fish & Wildlife, County Recorder, etc.)

** For deposit based fees the City intends to collect 100% of total cost of service using time and materials billings.

[a] If appeal is successful, appeal filing fee will be returned to appellant.

[b] Amount collected as part of other fees.

[c] Documents are available online. For hardcopy materials use actual printing costs or per page copy fee.

City of Oroville

SHORT-TERM VACATION RENTAL PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Short-Term Vacation Rental Permit Fee				
	a) Administrative Permit	$463			Y
	b) Use Permit (Airbnb, B&B, SRO, Boarding House)	$3,729			Y
2	Technology Fee (% of permit fee)	6%			N

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	LAND DEVELOPMENT				
1	Abandon Street	$1,358			Y
2	Assessment District Setup				
	a) Deposit	$10,653			Y
	b) Per Lot	$32			Y
3	Certificate of Compliance	$639			Y
4	Deferred Improvement Agreement	$399			Y
5	Final Parcel Map Review	$2,557			Y
6	Final Subdivision Map Review	$2,557			Y
7	Flood Plain Letter	$160			Y
8	Grading Permit	$160			Y
9	Grant of License	$160			Y
10	Lot Line Adjustment	$1,278			Y
11	Parcel Merger	$1,278			Y
12	Reversion to Acreage	$5,753			Y
13	Sewer Main Tapping Fee	$639			Y
14	Sewer Service Agreement - Outside	$799			Y
15	Sewer Service Charges				
	a) City	$27.88	per EDU		N
	b) SC-OR	$24.49	per EDU		N
16	Subdivider Agreement	$1,918			Y
17	Site Improvements Plan Check				
	a) Plan Check	3.0%	% of construction cost		N
	b) Construction Inspection	3.0%	% of construction cost		N
18	Transportation Permit	$16 - $90			N

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	ENCROACHMENT				
19	Construction Dumpster	$107			Y
20	Construction Job Trailer	$107			Y
21	Disabled Curb Ramp	$320	each location		Y
22	Drainage Inlet	$320	each location		Y
23	Paving - less than 1,000 sq ft	$160			Y
24	Sidewalk, Curb and Gutter				
	a) Repair, less than 100 lf	$160			Y
	b) New, less than 100 lf	$320			Y
	c) Obstruction	$160	each location		Y
25	Street Repair, less than 500 sq ft	$240			Y
26	Underground Utility, less than 300 lf	$320			Y
27	House Relocating/Moving	$399			Y

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	IMPACT FEES				
28	Traffic Impact Fee				
	a) Single Family	$961	per unit		N
	b) Multi Family	$745	per unit		N
	c) Commercial	$2,091	per 1,000 sq ft		N
	d) Office	$1,105	per 1,000 sq ft		N
	e) Industrial	$575	per 1,000 sq ft		N
29	Facilities Impact Fees				
	a) General Government				
	i) Single Family	$1,135	per unit		N
	ii) Multi Family	$676	per unit		N
	iii) Commercial	$590	per 1,000 sq ft		N
	iv) Office	$770	per 1,000 sq ft		N
	v) Industrial	$286	per 1,000 sq ft		N
	b) Fire				
	i) Single Family	$804	per unit		N
	ii) Multi Family	$648	per unit		N
	iii) Commercial	$507	per 1,000 sq ft		N
	iv) Office	$662	per 1,000 sq ft		N
	v) Industrial	$246	per 1,000 sq ft		N
	c) Law Enforcement				
	i) Single Family	$1,393	per unit		N
	ii) Multi Family	$1,122	per unit		N
	iii) Commercial	$393	per 1,000 sq ft		N
	iv) Office	$514	per 1,000 sq ft		N
	v) Industrial	$192	per 1,000 sq ft		N
	d) Parks				
	i) Single Family	$3,843	per unit		N
	ii) Multi Family	$3,095	per dwelling unit		N
30	Drainage Impact Fee				
	a) Single Family	$2,572			N
	b) Multi Family Per Unit	$1,029			N
	c) Commercial	$1,466			N
	d) Office	$1,440			N
	e) Industrial	$1,388			N
	f) Thermalito	see fee schedule			N
31	Sewer Connection				
	a) Impact Fee	$1,794	per EDU		N
	b) SCOR	$6,638	per EDU		N

City of Oroville

POLICE DEPARTMENT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Alarm Permit	$32			Y
2	Citation Signoff	$20			N
3	Local Record Review	$40			Y
4	Police Report	$20	per report		N
5	CAD Report	$10			N
6	Digital Photographs	$25			N
7	Hourly Rate				
	a) Officer	$120	per hour	[a]	Y
	b) Detective	$127	per hour	[a]	Y
8	VIN Verification	$25			N
9	Vehicle Repossession Release	$15		[b]	N
10	Impounded/Stored Vehicle Release	$176			Y

[a] Rate for special service requests. Overtime rate.

[b] Amount set by State.

City of Oroville

CULTURAL FACILITIES ADMISSION FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Admissions to C.F. Lott Home Museum				
1	General Admission (12 years and older)	$4			N
2	Senior Discount Admission	$3			N
3	Children Under 12 Years (when accompanied by a paying adult)	Free			N
4	Adult Group Tour Fees (Max. 35)	$50			N
5	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Chinese Temple Complex & Museum				
6	General Admission (12 years and older)	$4			N
7	Senior Discount Admission	$3			N
8	Children Under 12 Years (when accompanied by a paying adult)	Free			N
9	Adult Group Tour Fees (Max. 35)	$50			N
10	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Bolt's Antique Tool Museum				
11	General Admission (12 years and older)	$4			N
12	Senior Discount Admission	$3			N
13	Children Under 12 Years (when accompanied by a paying adult)	Free			N
14	Adult Group Tour Fees (Max. 35)	$50			N
15	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Butte County Pioneer Memorial Museum				
16	General Admission (12 years and older)	$4			N
17	Senior Discount Admission	$3			N
18	Children Under 12 Years (when accompanied by a paying adult)	Free			N
19	Adult Group Tour Fees (Max. 35)	$50			N
20	School Tour Fees				
	a) One Class K2 - K12 Students	$40			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Museum Mile Weekend Pass				
21	Museum Mile Weekend Pass to City Museums	$10	per person		N

City of Oroville

CULTURAL FACILITIES ADMISSION FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Admissions to Feather River Nature Center				
22	General Admission - Adults and Children	Free			N
23	Adult Group Tour Fees (Max. 20)	$40			N
24	School Tour Fees				
	a) One Class K2 - K12 Students	$30			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N

City of Oroville

PARK USE RENTAL FEES

	Description	Saturday and Holidays	All Other	Charge Basis	Note	Yearly Adjust
	Sank Park/Lott Home					
	Rental Fees for this park are for 8 hours maximum, park must be vacated by 9:00pm					
1	Wedding Only - Gazebo & Nancy Price Room					
	a) City Residents	$437	$293			Y
	b) Non-Residents	$554	$368			Y
	c) Key Deposit	$90	$90			Y
	d) Cleaning Deposit	$176	$176			Y
	e) Amplification Permit - PA Systems	$53	$53			Y
	f) Alcohol Permit Deposit	$85	$85	per hr, min 3 hrs		Y
2	Reception Only - Patio & Kitchen					
	a) City Residents	$437	$293			Y
	b) Non-Residents	$554	$368			Y
	c) Key Deposit	$90	$90			Y
	d) Cleaning Deposit	$176	$176			Y
	e) Amplification Permit - PA Systems	$53	$53			Y
	f) Alcohol Permit Deposit	$85	$85	per hr, min 3 hrs		Y
3	Wedding & Reception Only - Patio, Kitchen, Gazebo & Nancy Price Room					
	a) City Residents	$884	$586			Y
	b) Non-Residents	$1,108	$735			Y
	c) Key Deposit	$90	$90			Y
	d) Cleaning Deposit	$176	$176			Y
	e) Amplification Permit - PA Systems	$53	$53			Y
	f) Alcohol Permit Deposit	$85	$85	per hr, min 3 hrs		Y
4	General Group Use					
	a) Fundraiser/Event with Admission Charge	$618	$410			Y
	b) Kitchen Rental	$139	$90			Y
	c) Coach Room (Per Person)	$5	$5			Y
	d) Key Deposit	$90	$90			Y
	e) Cleaning Deposit	$176	$176			Y
	f) Amplification Permit - PA Systems	$53	$53			Y
	g) Alcohol Permit Deposit	$85	$85	per hr, min 3 hrs		Y

City of Oroville

PARK USE RENTAL FEES

	Description	Charge	Charge Basis	Note	Yearly Adjust
	Centennial Plaza				
	Electricity is the Only Amenity Offered - No Restrooms!				
1	Wedding and/or Reception	$170			Y
2	Key Deposit (for electrical box)	$37			Y
	Hammon Park				
3	General Park Fee (up to 4 hours)	$53			Y
4	Each Additional Hour	$16			Y
5	Fundraiser	$304			Y
6	Elementary School Events	Free			Y
7	Alcohol Permit Deposit	$85	per hr, min 3 hrs		Y
8	Amplification Permit - PA Systems	$59			Y
9	Key Deposit (for electrical box)	$37			Y
10	Water Spigot Deposit	$101			Y
	Rotary Park				
11	General Park Fee (up to 4 hours)	$53			Y
12	Each Additional Hour	$16			Y
13	Fundraiser	$304			Y
14	Elementary School Events	Free			Y
15	Rotary Club events at Rotary Park	Free			Y
16	Alcohol Permit Deposit	$85	per hr, min 3 hrs		Y
17	Amplification Permit - PA Systems	$59			Y
18	Key Deposit (for electrical box)	$37			Y
19	Water Spigot Deposit	$101			Y
	Hewitt Park			**[a]**	
20	Bocce Ball Equipment Deposit (Ball set available at City Hall)	$53			Y
21	General Park Fee (up to 4 hours)	$43			Y
22	Each Additional Hour	$11			Y
23	Fundraiser	$240			Y
24	Elementary School Events	Free			Y
25	Alcohol Permit Deposit	$85	per hr, min 3 hrs		Y
26	Amplification Permit - PA Systems	$59			Y
27	Key Deposit (for electrical box)	$37			Y
28	Water Spigot Deposit	$101			Y

City of Oroville

PARK USE RENTAL FEES

	Description	Charge	Charge Basis	Note	Yearly Adjust
	Oroville Municipal Auditorium				
29	Rental for the First 12 Hours, Including 1 Staff Person for 8 Hours	$666			Y
30	Staff Person Per Hour After 8 Hours	$37			Y
31	Additional Staff Person Per Hour (Min 1 Hr)	$37			Y
32	Refundable Cleaning Deposit/Security Deposit	$533			Y
33	Alcohol Permit Deposit	$85	per hr, min 3 hrs		Y

[a] No reservations taken until Hewitt Park remodel is completed. Fees listed for Hewitt Park will become effective at that time.

City of Oroville

MONTHLY SEWER RATES

YEAR	SCOR	CITY	TOTAL
2019-20	$13.85	$23.56	$37.41
2020-21	$15.85	$23.56	$39.41
2021-22	$17.85	$23.56	$41.41
2022-23	$19.85	$23.56	$43.41
2023-24	$23.85	$23.56	$47.41
2024-25	$24.49	$26.06	$50.55
2025-26	$25.71	$27.88	$53.59
2026-27	$27.00	$29.83	$56.83
2027-28	$28.35	$31.92	$60.27
2028-29	$29.77	$34.15	$63.92

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **NEW CONTRACT WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR FUTURE FIRE PROTECTION SERVICES AND COST ANALYSIS**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider entering into either a new three year contract with CAL FIRE to extend fire protection services. Council shall also receive an analysis of the costs of the contract.

DISCUSSION

The City entered into an agreement with CAL FIRE in July of 2022 to provide fire protection personnel services for the City. The agreement is for three years and is scheduled to terminate on June 30, 2025. The agreement is for personnel services only, with the City continuing to provide facility, equipment and operational expenses. Prior to entering into the agreement with CalFire, the City of Oroville had its own City Fire Department which provided fire protection services.

On November 19, 2024 staff presented information on both models of fire protection services (City operated and contracting with CAL FIRE). Both models have proven to provide the City with outstanding fire protection services. With the existing contract scheduled to terminate in June, staff recommend a new contract be executed with CAL FIRE for continued fire protection services.

On May 20, 2025, the Council adopted Resolution No. 9375 directing staff to bring back a three-year agreement with CAL FIRE for Fire Protection services. In addition, staff were directing to bring back an analysis of the contract costs. Estimated costs are for the contract (which includes a full-time heavy equipment mechanic):

Fiscal Year 2025/26 - $6,348,988
Fiscal Year 2026/27 - $6,602,948
Fiscal Year 2027/28 - $6,867,066

FISCAL IMPACT

New contract amount representing an increase in approximately $786,642 would need to be included in Fiscal Yar 2025/26 budget.

RECOMMENDATION

APPROVE CONRACT AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Resolution No. 9388
2. Agreement No. 3551
3. Updated November 19, 2024 Fire protection services analysis presentation forecasting out three additional years
4. 2005 Oroville Fire Department Budget Presentation

OROVILLE CITY COUNCIL
RESOLUTION NO. 9388

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF OROVILLE AND CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR FIRE PROTECTION SERVICES FROM JULY 1, 2025 THROUGH JUNE 30, 2028

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

1. The Mayor is hereby authorized and directed to execute an agreement, between the City of Oroville and CAL FIRE providing for fire protection services from July 1, 2025 through June 30, 2028. A copy is attached.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 17, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Dave Ritchie, Assistant City Attorney

ATTEST:

Brian Ring, City Clerk

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 8/2024

AGREEMENT NUMBER **2CA07234**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of Oroville

2. The term of this Agreement is: July 1, 2025 through June 30, 2028

3. The maximum amount of this Agreement is: $ 19,819,002.00
Nineteen million eight hundred nineteen thousand two and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	12	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Oroville

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
David Pittman, Mayor

ADDRESS
1735 Montgomery St., Oroville CA 95965

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Deputy Director, Cooperative Fire Protection

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Garrett Sjolund	Local Agency:	City of Oroville
Name:	Butte Unit	Name:	Brian Ring
Phone:	530-538-7111	Phone:	530-538-2535
Fax:	530-538-7401	Fax:	530-538-2468

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Garrett Sjolund	Local Agency:	City of Oroville
Section/Unit:	Support Services	Section/Unit:	City Administrator
Attention:	Cyndi Wilson	Attention:	Brian Ring
Address:	176 Nelson Ave.	Address:	1735 Montgomery Street
Phone:	530-538-7111	Phone:	530-538-2535
Fax:	530-538-7401	Fax:	530-538-2468

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

    The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

    The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

    Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

    A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

    B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

    C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

    D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

    A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public Contract Code §10410):

    1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

    2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

    Former State Employees (Public Contract Code §10411):

    1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

    2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

    If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

    Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144 -** STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☐ **C. LOCAL AGENCY Provided Local Funded Resources -** A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: City of Oroville

CONTRACT NUMBER: **2CA07234**

Index: 2100 PCA: 27160 Fiscal Year: 2025/26 to 2027/28

This is Schedule A of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: BTU

Agreement Total	$19,819,001

Contract Name: City of Oroville

Contract No.: 2CA07234

Fiscal Year 25/26	
27160 PS Total	$6,243,085
27160 OE Total	$105,903
TOTAL	**$6,348,988**

Fiscal Year 26/27 (+4%)	
27160 PS Total	$6,492,808
27160 OE Total	$110,140
TOTAL	**$6,602,948**

Fiscal Year 27/28 (+4%)	
27160 PS Total	$6,752,520
27160 OE Total	$114,545
TOTAL	**$6,867,066**

Fiscal Year:	**2025**		**Sub Total**	**$5,636,079**	**Contract Name:** City of Oroville
Index:	**2100**	**Unit:**	**Admin**	**$607,006**	
PCA	**27160**		**Total**	**$6,243,085**	**Contract No.:** 2CA07234
PRC:	**4142**				**Page No.:** 19
Comments			Overtime Total:	$304,350	

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between *"Blank Fire Protection District"* and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	
CAL FIRE Region Chief	

Staff Benefit Rate as of 7/1/25 for POF Classifications	**93.92%**
Staff Benefit Rate as of 7/1/25 for SAF Classifications	**67.30%**
Staff Benefit Rate as of 7/1/25 for MIS Classifications	**81.85%**

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Assistant Chief (Supervisory) - Deputy Chief	POF		12	$11,890	$142,680	$0	12	$0	$134,005	$0	$0	$276,685	$328,508
1	CAL FIRE Chief Officer and Related CEA Recruitment and Retention Pay Differential	POF		12	$1,851	$22,212			$0	$20,862		$0	$43,074	
1	Assistant Chief Pay Differential	POF		12	$226	$2,712			$0	$2,547		$0	$5,259	
1	Education Incentive Pay Differential	POF		12	$150	$1,800			$0	$1,691		$0	$3,491	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF							$0	$0		$0	$0	
2	Battalion Chief	POF		12	$8,930	$214,315	$3,639	12	$87,336	$201,285	$0	$50,279	$553,215	$560,196
2	Education Incentive Pay Differential	POF		12	$150	$3,600			$0	$3,381		$0	$6,981	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF							$0	$0		$0	$0	
6	Fire Captain, Range A	POF		12	$7,694	$553,943	$3,143	12	$226,296	$520,263	$0	$130,279	$1,430,780	$1,569,287
6	Education Incentive Pay Differential	POF		12	$150	$10,800			$0	$10,143		$0	$20,943	
3	Longevity Pay Differential - 3%	POF		12	$0	$8,309			$0	$7,804		$0	$16,113	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$100,000			$0	$1,450		$0	$101,450	
6	Fire Apparatus Engineer	POF		12	$6,856	$493,648	$2,807	12	$202,104	$463,634	$0	$116,351	$1,275,738	$1,412,490
6	Education Incentive Pay Differential	POF		12	$150	$10,800			$0	$10,143		$0	$20,943	
3	Longevity Pay Differential - 3%	POF		12	$0	$7,405			$0	$6,955		$0	$14,359	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$100,000			$0	$1,450		$0	$101,450	
6	Fire Fighter II	POF		12	$6,181	$445,014	$2,536	12	$182,592	$417,957	$0	$105,118	$1,150,681	$1,273,075
6	Education Incentive Pay Differential	POF		12	$150	$10,800			$0	$10,143		$0	$20,943	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$100,000			$0	$1,450		$0	$101,450	
2	Communications Operator, Range B	SAF		12	$7,306	$175,344	$0	0	$0	$118,007	$0	$0	$293,351	$305,529
2	Night-Shift Pay Differential	SAF		12	$303	$7,280			$0	$4,899		$0	$12,179	
		SAF			$0	$0			$0	$0		$0	$0	
		SAF			$0	$0			$0	$0		$0	$0	
		SAF			$0	$0			$0	$0		$0	$0	
	Overtime	SAF							$0	$0		$0	$0	
1	Heavy Equipment Mechanic, Range B	MIS		12	$7,451	$89,412	$0	0	$0	$73,184	$0	$0	$162,596	$186,993
1	Commercial Drivers License Pay Differential Range B	MIS		12	$373	$4,476			$0	$3,664		$0	$8,140	
1	Fire Mission Pay Differential - HEM Range B	MIS		12	$745	$8,940			$0	$7,317		$0	$16,257	
		MIS			$0	$0			$0	$0		$0	$0	
		MIS			$0	$0			$0	$0		$0	$0	
	Overtime	MIS							$0	$0		$0	$0	

Fiscal Year: 2025
Index: 2100
PCA: 27160
PRC: 4142

Uniform Benefits	**$649**
Sub Total	**$95,607**
Admin	**$10,297**
Total	**$105,903**

Contract Name: City of Oroville
Contract No.: 2CA07234
Page No.: 20

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between "Blank Fire Protection District" and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	**Details**	**Number**	**Months**	**Rate**	**Sub-Total**	**Uniform Benefits**	**Total**
UNIFORM ALLOWANCE FOR BU8	Uniform	21.00	12.00	$178	$ 44,730	$ 649	$ 45,379
UNIFORM ALLOWANCE FOR COMM OP	Uniform	2.00	12.00	$104	$ 2,500		$ 2,500
TRAINING	Travel/Training	1.00	1.00	$30000	$ 30,000		$ 30,000
UNIFORM ALLOWANCE FOR HEM	Uniform	1.00	12.00	$56	$ 670		$ 670
COVERALLS FOR HEM	HEM	1.00	12.00	$9	$ 108		$ 108
GENERAL EXPENSE	Boot Allowance HEM	1.00	1.00	$175	$ 175		$ 175
GENERAL EXPENSE	Tool Allowance HEM	1.00	1.00	$575	$ 575		$ 575
GENERAL EXPENSE	Required Software	24.00	1.00	$675	$ 16,200		$ 16,200

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:City of Oroville

This is Schedule B of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2025**/26 **to 2027**/28

(See Attached)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

1 Unit Chief

1 Deputy Chief, Operations

1 Deputy Chief, Administration

1 Assistant Chief North Operations

1 Assistant Chief South Operations

1 Assistant Chief, Administration

1 Assistant Chief, Resource Management

1 Forestry Equipment Manager

12 Battalion Chiefs (6 Field, CAAB, ECC, Training, VMP, Safety, Administration)

2 Forester I, Magalia Area

6 Fire Captains, ECC

2 Communications Operator

2 Forestry Logistics Officer I

FIRE PREVENTION

1 Battalion Chief

3 Fire Prevention Captain

FIRE CONTROL

Staged at Nord Station, 1 Dozer & Transport

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

Fire Stations (10)

Oroville (2) Engines; 1 Dozer & Transport	Feather Falls (1) Engine	Butte Meadows (1) Engine
Cohasset (1) Engine	Robinson Mills (2) Engines	Stirling City (1) Engine
Paradise (2) Engines	Forest Ranch (2) Engines	Harts Mill (1) Engines
Jarbo Gap (2) Engines		

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

FIRE CENTERS (2)

Magalia Fire Center (1) Engine; 5 Buses; 1 Dozer & Transport, 1 Battalion Chief

Table Mountain Fire Center (3) Buses, 1 Battalion Chief

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:City of Oroville

This is Schedule D of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: **2025**/26 **to 2027**/28

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

(1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

a. Provide fuel, oil, lubrication, batteries, tires and tubes,

b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.

c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed $10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

(2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

a. Provide fuel, oil, lubrication, batteries and tires and tubes.

b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

(3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate', LOCAL AGENCY shall assume accident repairs in excess of $2,000 per occurrence.

(4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.

(5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

Category	Year Model	Type	License Number
1500	2009 SMEAL	Type 2	1152890
1500	2009 SMEAL	Type 2	1154021
1500	2002 SMEAL	Type 2	1114366
1500	2017	Type 3	1468615
F350	2015	Ford PU 4WD	1424774
F150	2019	Ford PU 4WD	1577367
F150	2020	Ford PU 4WD	1603407
F250	2020	Ford PU 4WD	1603408
F250	2022	Ford PU 4WD	1658012
500	2023	Type 6	1696030
F250	2024	Ford PU 4WD	1699504
F250	2025	Ford PU 4WD	Unknown

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2023, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:City of Oroville

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2025**/26 **to 2027**/28

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____

Signature Printed Name

_____ _____

Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____ _____

Signature Printed Name

_____ _____

Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ _____

Signature Printed Name

_____ _____

Title Date

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

For the City of Oroville fire vehicles enroute to state incidents, training or other state required meetings, Cal Fire will supply a fleet fuel card. Should the Town of Paradise acquire more fire vehicles during the term of this agreement that are not listed in Exhibit D, Schedule D or exchange fire vehicles not listed in Exhibit D, Schedule D to meet the needs of the fire department; the state will supply a fleet fuel card.

Cooperative Fire Protection Analysis

City of Oroville & CAL FIRE

Two Year Review



Agenda

1) Background Information
2) Staffing Summary
3) Service Analysis
4) Cost Analysis
5) Next Steps

Introduction

- City contracts with CAL FIRE for fire protection personnel services (operational expenses, vehicles, facilities are separate).
  - Contract with CAL FIRE for fire protection personnel services terminates on June 30, 2025.
- Both models, Oroville Fire Department (OFD) and CAL FIRE have provided effective fire protection services to the Community.
- Presentation is designed to factually show some of the differences between these two models.
  - Presentation isn’t designed to say one model is better than the other.
- Staff will be seeking direction regarding how the Council would like to proceed with future fire protection services for the City.

Staffing Summary

Staffing Summary

Staffing Summary

- Both models (OFD and CAL FIRE) have provided similar staffing with regard to numbers (18 fire fighter personnel)
- Dispatch services moved from the City to the State (reduction of 2 City FTE’s)
- Two apparatuses have been staffed in both models (1 Engine and 1 truck)
- OFD had a 56-hour workweek, while CAL FIRE has utilized a 72-hour work week (resulting in an increase in available staff hours)
  - These additional hours have provided the City with 3 staff per apparatus with CAL FIRE vs. 2 staff per apparatus with OFD

Staffing Summary

Staffing Summary Continued

- CAL FIRE will be moving to a 66-hour work week later in November this year.
  - This change / reduction in hours worked will require 3 additional fire personnel to meet current schedule
- It is believed that the State will eventually move to a 56-hour workweek within the next 3-5 years.
  - Moving from a 66-hour workweek to a 56-hour workweek will NOT result in the need for additional staff based on current model of staffing two engines (the addition of 3 staff for the current 66-hour change will provide sufficient staff).

Staffing Summary

Staffing Summary Continued

- City recently contracted with CAL FIRE for essential maintenance of fire vehicles.
  - *This is a new cost related to staffing demands in Public Works.*
- Fire Marshall duties and weed abatement duties have shifted to the City in the transition to CAL FIRE.
  - *City looking into enhancing current Fire Marshall capacity.*
- Recruitment, collective bargaining, personnel matters have shifted to the State.
- Absences are covered immediately by other State fire personnel.

Service Analysis

Service Analysis – OFD

Oroville Fire Department
Service Benefits



01 Local Control

A City fire department operates under the direct authority of the City government, allowing for greater control over staffing (ie. 2 vs. 3 per engine), qualifications, operations, and budgeting. This can lead to a more customized Department.

02 Familiarization of City

Local City firefighters **may** be more familiar with the City's specific layout, hazards, and challenges. They also **may** be more familiar with City administrative / operational services

03 Specialized Services

A City run fire department has more flexibility to focus on specific local needs such as urban firefighting, hazardous materials response, medical emergencies (EMT), Fire Marshal duties, annual fire inspections, weed abatement and specific request by City staff.

04 Economic Benefits

While establishing and maintaining a local fire department may have high upfront costs, Cities **may** see some long-term financial benefits from keeping control over their resources, hiring local personnel, and managing their own operations efficiently.

05 Administrative

City ran fire departments may be able to streamline decision making processes. With local leadership directly overseeing the department, there's less bureaucracy compared to a larger department run or contracted service. This could lead to quicker decisions on staffing, budget adjustments, and operational changes.

Service Analysis – CAL FIRE

Cooperative Fire Protection Agreement

Operational Benefits



01

Access to additional Resources

Provides a timelier depth of Statewide resources, this allows access to a robust response system – CAL FIRE/Butte County Fire Engines, Bull Dozers, Hand Crews, Aircraft.

02

Extension of Resources

The City of Oroville receives automatic closest resource regardless of jurisdictional boundaries.

03

Enhancement of Response

Provides enhance response to large scale or simultaneous incidents.

04

Additional Support

The City of Oroville receives support from countywide cooperative fire protection programs- includes Training and Safety Bureau, Public Information Officer Services.

05

Interagency Teams

Countywide interagency specialty teams including _ Rope Rescue, Water Rescue, Hazardous Materials Team.

06

Centralization

The cooperative agreement also provides a centralized dispatch center for 911 intake and dispatching.

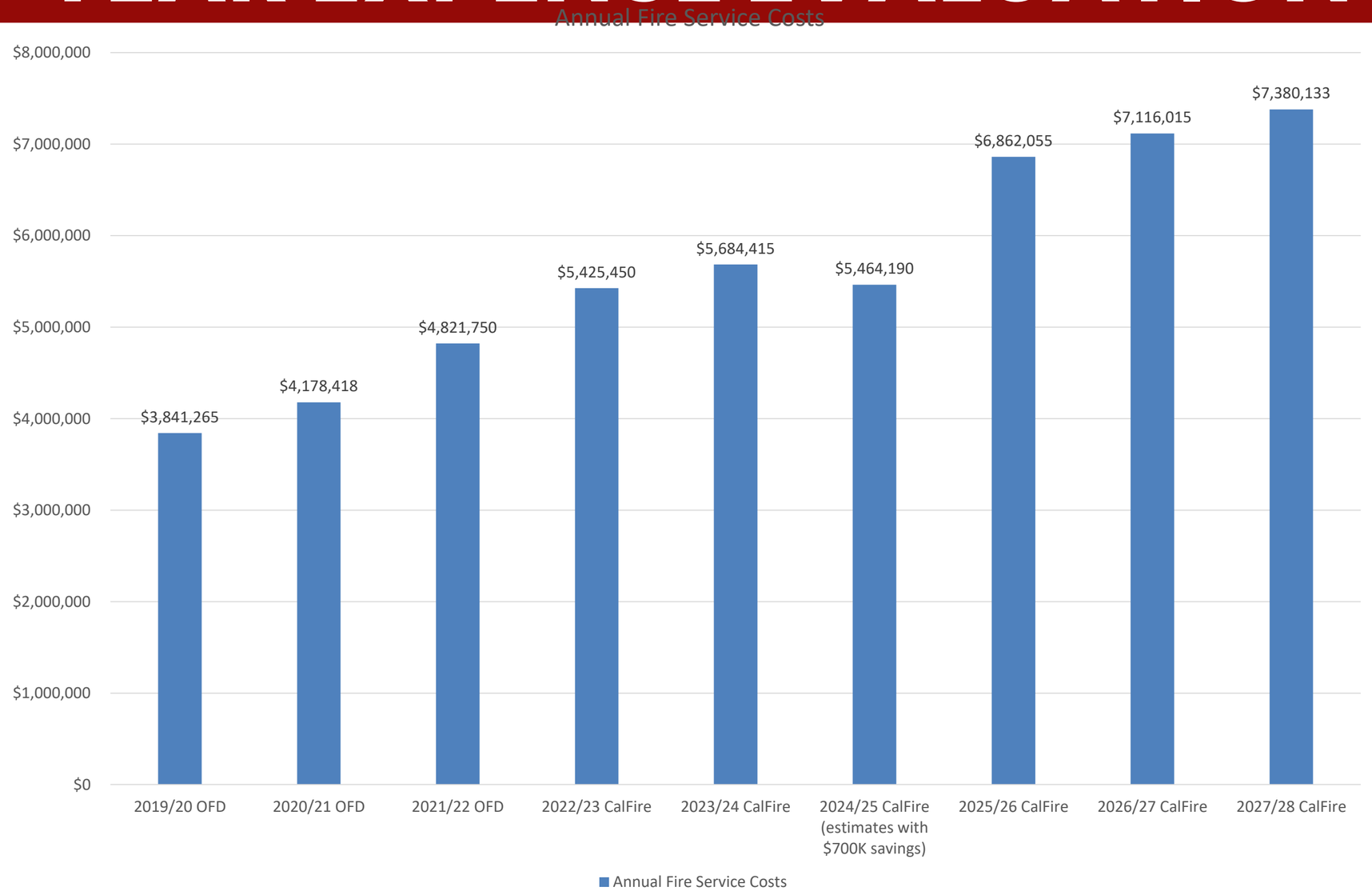
Cooperative Fire Protection Agreement
Administrative Benefits



- Recruitment and retention is no longer City responsibility
- Pension liability is no longer City's direct responsibility (costs included in contract)
- Elimination of worker's compensation liability for the City
- Options to consolidate resources for future cost saving
- City is no longer responsible for labor negotiations
- CALFIRE strives to maintain the Oroville Fire identity

Cost Analysis

NINE-YEAR EXPENSE EVALUATION



PAY COMPARISON

2021 / 22 OFD			Chico Fire – July 14, 2024		Difference	
Fire Fighter	$22.04		$32.26		46.3%	
Engineer	$24.24		$37.36		54.1%	
Lieutenant	$25.45		$43.25		69.9%	
Captain	$28.47		$43.25		51.9%	
**2% @ 50			**3% @ 50		Avg. 55.55%	

NINE – YEAR EXPENSE EVALUATION



Cost Analysis Summary

Cost Analysis Summary

- There are many nuances associated with compensation – and assumptions made in developing predicted costs.
- Some key variables to consider:
  - Either model – costs will / are rising.
  - With an OFD model – the City would certainly need to keep pace with neighboring communities to remain competitive.
  - With a CAL FIRE model – the City is subject to State bargain rates.

Cost Analysis Summary (continued)

Cost Analysis Summary

- Contract with CAL FIRE includes pension costs (both ongoing and the unfunded portion for current fire personnel)
- City continues to “own” previous OFD unfunded pension obligations. Costs associated with personnel going forward are the obligation of the State / included in the cost the State charges.

Questions – Next Steps

Direction

- Work on new agreement with CAL FIRE for Fire Protection services.
  - Current contract terms in June of 2025
  - Options
    - Direct staff to work on three-year agreement
      - Changes Council would like to see in agreement:
        - Require all City staff to hold current EMT
      - State preliminary benefit rates come out in January
    - Discuss long term desires of Council

OROVILLE FIRE DEPARTMENT

Mission Statement

We are committed to providing excellent emergency and customer services for our community though training, public education, code management, development services and incident response.

BUDGET PRESENTATION
JUNE 2005

OROVILLE FIRE DEPARTMENT

- Oroville Fire Department operates under the authority of the Oroville City Charter.
- The department supplies a wide range of public services, referred to as All Risk Service Delivery
- The Department is Divided into 3 Divisions Supervised by 2 Battalion Chiefs and 1 Building Official/Fire Marshal. The Division Duties and Responsibilities are listed on the following chart and greater detail in following slides

OROVILLE FIRE DEPARTMENT
ORGANIZATION AND RESPONSIBILITY CHART 2005

Fire Chief
David Pittman

Support Services Bureau
Battalion Chief
Robert Damon

<u>Assignments</u>
Duty Chief Coverage
Fiscal Accounting
Record Keeping
Quality Assurance
Injury / Illness Prevention
Safety Manager
After Incident Recovery Services
Community Liaison
Facilities Maintenance
Budget Management
Personnel Payroll
Personnel Records

Operations & Training Bureau
Battalion Chief
Les Bowers

<u>Assignments</u>
Duty Chief Coverage
OPS Policies & Procedures
Community Preparedness
Wellness Program Operation
Emergency Medical Services
Hazardous Material Management
Human Resources Management
Career Development
Paid Call Firefighters
Shift Personnel Activities
Fire Investigation Unit Leader

Prevention Services Bureau
Fire Marshall/Building Official
David Noel

<u>Assignments</u>
Life / Safety Inspections
Fire Inspection
Building Official
Code Management / Enforcement
Development Services & Assistance
Nuisance Abatement & Enforcement
Fire Protection Planning Assistance
Fire Suppression System Management
Fire Cause & Origin Participation

Fire Prevention Services
Bureau
Fire Marshall / Building Official

David Noel
(currently on leave)

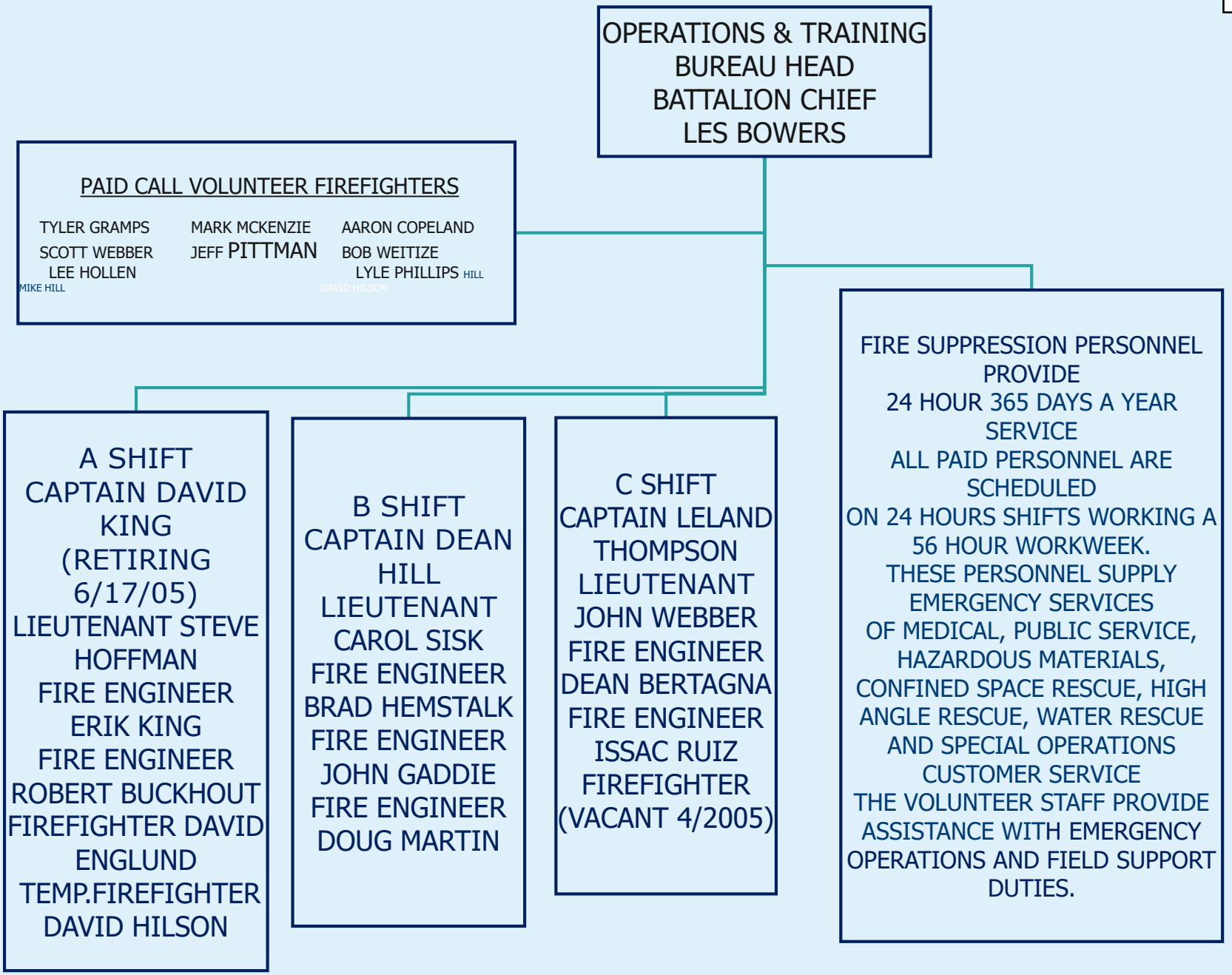
Building / Fire Inspector
Joe Gillander

Admin. Assistant
Darinka Carey
(currently on leave)

Fire Prevention Bureau

- Health and Safety Codes require an annual fire safety inspection of commercial occupancies. Oroville has 1,600 commercial occupancies. One full time inspector is capable of 500 fire safety inspections per year. The Fire Department in the past has utilized Engine Companies to add personnel to accomplish a portion of these inspections, but with the level of emergency activity this method has become impractical. This activity has been reprioritized to the high risk occupancies and new construction.
- With additional high activity overtime staffing of the Ladder Truck from the Indian Supplemental Benefit Fund, we have assigned these personnel to fire safety inspection program. Examples are 87 Fire Sprinkler systtems and 26 Apartment fire safety inspections. Our difficulty presented now exists with the follow-up work on inspections problems.
- National Fire Protection Standard 1452 Section 3-5 indicates the need for annual home fire safety inspections. Oroville has 5,419 residential living units. In Calendar year 2003 the fire department accomplished 174 of these inspections. Again staff prioritized the homes threatened by wild land fire.
- To maintain an effective Fire Prevention Program additional personnel will be required.

Engine Company Fire Sprinkler System Inspections	Inspector Follow-up Fire Sprinkler Problems	Engine Company Apartment Fire Safety Inspections	Fire Inspector Occupancy Inspections	Fire Inspections Finalized & Cases Closed 2004
87	15	58	73	45


OPERATIONS & TRAINING
BUREAU HEAD
BATTALION CHIEF
LES BOWERS
PAID CALL VOLUNTEER FIREFIGHTERS
TYLER GRAMPS
MARK MCKENZIE
AARON COPELAND
SCOTT WEBBER
JEFF PITTMAN
BOB WEITIZE
LEE HOLLEN
LYLE PHILLIPS HILL
MIKE HILL
DAVID HILSON
A SHIFT
CAPTAIN DAVID KING
(RETIRING 6/17/05)
LIEUTENANT STEVE HOFFMAN
FIRE ENGINEER ERIK KING
FIRE ENGINEER ROBERT BUCKHOUT
FIREFIGHTER DAVID ENGLUND
TEMP.FIREFIGHTER DAVID HILSON
B SHIFT
CAPTAIN DEAN HILL
LIEUTENANT CAROL SISK
FIRE ENGINEER BRAD HEMSTALK
FIRE ENGINEER JOHN GADDIE
FIRE ENGINEER DOUG MARTIN
C SHIFT
CAPTAIN LELAND THOMPSON
LIEUTENANT JOHN WEBBER
FIRE ENGINEER DEAN BERTAGNA
FIRE ENGINEER ISSAC RUIZ
FIREFIGHTER (VACANT 4/2005)
FIRE SUPPRESSION PERSONNEL PROVIDE
24 HOUR 365 DAYS A YEAR SERVICE
ALL PAID PERSONNEL ARE SCHEDULED
ON 24 HOURS SHIFTS WORKING A 56 HOUR WORKWEEK.
THESE PERSONNEL SUPPLY EMERGENCY SERVICES
OF MEDICAL, PUBLIC SERVICE, HAZARDOUS MATERIALS, CONFINED SPACE RESCUE, HIGH ANGLE RESCUE, WATER RESCUE AND SPECIAL OPERATIONS
CUSTOMER SERVICE
THE VOLUNTEER STAFF PROVIDE ASSISTANCE WITH EMERGENCY OPERATIONS AND FIELD SUPPORT DUTIES.

Oroville Fire Department
Support Services Bureau Chief
Battalion Chief Robert Damon
Summary of Assignments

- Manages all Personnel Accounts of Leave, Vacation, Overtime, Compensation Time and shift scheduling
- Manages all department expenditures, budget recordkeeping, fiscal accounting and planning of finances
- Manages the Safety and Illness Prevention Program
- Manages the Physical Fitness and Examination Program
- Coordinates the Fire Safety Education Program
- Manages the annual Weed Abatement Program both enforcement and manages the City Property Weed Abatement Responsibilities
- Community Services Program Coordinator with Downtown Business Neighborhood Watch, Service Clubs, Public Benefits and Fire Safety House.
- Coordinates Fire Department Facilities Maintenance
- Coordinates City's Fire Hydrant Maintenance Program (now over 1000 hydrants and all were serviced Dec. 2004 to March 2005)
- Oversees City Fire Hydrant New Installation Program
- Serves as Team Safety Officer on North Zone USFS Incident Management Team 2 (averaging 8-10 deployments per year)
- Provides Oroville Duty Chief Coverage averaging over 80 hours per week
- Puts in 40 hours per week office time and more as needed

Oroville Fire Department Head
Fire Chief David Pittman
Summary of Assignments

- Plan, Direct and Organize Fire Department Services
- Manage Department Information Systems and Assemble Program Reviews
- Manage Community Fire Planning and Interagency Agreements
- Manage New Capital Improvements and Radio Communications
- Manage Fire Code Enforcement New and Old Construction
- Manage Apparatus Fleet Maintenance and Replacement
- Coordinate Disaster Preparedness
- Implement New Fire Suppression Techniques and Equipment
- Administer and Attend to the Variety of Department Head Responsibilities
- Attend City Council and Committee Meetings
- Serve as Butte County Fire Chiefs Association Secretary Treasurer Duties with Monthly meetings
- Provide Duty Chief Coverage over 80 hours weekly
- Attend California Mutual Aid, Disaster Preparedness, Training, Hazardous Material Program and Associated Technical Association Meetings
- Puts in 40 hours per week of Office Time

Oroville Fire Department
Operations & Training Bureau Chief
Battalion Chief Les Bowers
Summary of Assignments

- Manages the Department Policy and Operations Bureau
- Manages Shift Personnel Activities and Special Projects
- Supervises Department Personnel Evaluation System
- Manages Department Emergency Medical Service
- Manages Human Resources and Career Development
- Manages Probationary Employee System
- Manages Paid Call Volunteer System
- Attends Chiefs Association Training Officers Meeting
- Attends Chiefs Association Fire Cause and Origin Task Force
- Serves as Liaison to Tribal Emergency Fire Service Committee
- Manages Department Hazardous Material Program
- Manages Department Special Operations Program of Water, Technical and Confined Space Rescue Programs
- Currently Assigned Department of Water Resources Tabletop Disaster Exercise Committee
- Provide Duty Chief Coverage over 80 hours weekly
- Attend California Mutual Aid, Disaster Preparedness, Training, Hazardous Material Program and Associated Technical Association Meetings
- Puts in 40 hours per week of Office Time

Oroville Fire Department Definitions for the positions of

Fire Captain, Fire Engineer, Fire Fighter

- Fire Captain (3)
  To direct, coordinate and supervise the activities and operations of an assigned shift; to supervise fire services personnel in and participate in fire suppression, emergency medical assistance and related emergency operations; to assume command of the fire station on assigned shift; and to perform related duties and responsibilities as required.

- Fire Engineer (9) 3 are assigned the policy position of Fire Lieutenant
  To operate and maintain fire pumping engines, apparatus, rescue and other firefighting equipment; to drive and position fire apparatus and other equipment at proper locations to facilitate firefighting efforts; to engage in fire suppression and respond to medical emergencies; to perform fire prevention and inspection work; and to perform related duties and responsibilities as required.

- Fire Fighter (3)
  To engage in firefighting and rescue operations and respond to medical and hazardous materials emergencies to protect life and property; to perform fire prevention activities; and to perform related duties and responsibilities as required.

Oroville Fire Department Fire Apparatus Inventory
All the Engines, Trucks and Special Operations Equipment Operate from Station One
The Air/Rescue 141 is housed at the Airport and is unstaffed

- Engine 111
  - Assigned to First Out and Normally Staffed with 2
  - Year 2002 Class A Triple Combination Fire Apparatus
  - Rated as a 1500 Gallon Per Minute Compressed Air Foam Pumper





- Truck 121
  - Assigned as First Out Normally Cross Staffed per Dispatch
  - Year 2003 Aerial equipped Class A Quint Fire Apparatus
  - Rated as a 110 foot aerial ladder and 1500 gallon per minute Pumper







- Engine 136
  - Assigned First Out for Wildland fire and off road incidents
  - Year 1990 Type 2 Wildland Fire Apparatus
  - Rated as a 300 Gallon per minute with 1000 gallon water tank



- Air Rescue 141
  - Assigned First Out for Aircraft Incidents staffed as needed
  - Year 1974 Ford F-350 4x4 Aircraft Rescue Vehicle
  - Rated for Initial Air Crash Attack with 100 gallons of AFFF and 450 pounds of dry chemical





- Water Rescue 101
  - Assigned First Out for Water Rescues staffed as needed
  - Year 2000 Wave runner with trailer and support equipm



Confined Space Rescue 101

- •Assigned First Out for Confined Space and Technical Rescues
- •Year 1995 trailer with confined space equipment and portable air supply
- •Rated for Confined Space Entry for Permit required rescues and entries.
- •Cross Staffed with Oroville Public Works Staff



Fire Engine 113

- •1993 Cab and Chassis with a 1974 Fire
- •Pump and Cabinet Compartments.
- •Use daily 2nd Response and Out of County





Fire Engine 112
•1986 Pumper
•Assigned 2nd Engine
•Used Daily & Reserve Pumper



Utility ¾ Ton 1994 Pickup
•Primary Tow Vehicle
•Station utility work



National Fire Protection Standard #1710 titled the *Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2001 Edition*.

5.2.3.1.1 the fire department's fire suppression resources shall be deployed to provide for the arrival of an engine company within a 4-minute response time and/or the initial full alarm assignment within an 8-minute response time to 90 percent of the incidents as established In Chapter 4.

5.2.3.1.2 Personnel assigned to the initial arriving company's shall have the capability to implement a rapid intervention crew (IRIC).

5.2.3.2.1The fire department shall have the capability to deploy an initial full alarm assignment within an 8-minute response time to 90 percent of the incidents as established in Chapter 4.

The following Table Details the Current Structure Fire Response Service provided to Oroville. This can only be achieved with the Oroville Automatic Aid Agreement. The table describes the typical assignments for the resources on the fire ground. These first arriving resources arrive with 4 minutes and the remaining resources arrive within 8 minutes, which is the direction of the General Plan and recommendation of the National Fire Protection Standard.

Representative Tasks Necessary at a Moderate-Risk Structural Fire with 4 - 2 Person Engine Companies on First Alarm

Task	Fire Fighters	Company
Attack Line/Search & Rescue	**2**	1st / 2nd Engine
Safety / Back-up	**2**	2nd / 3rd Engine
Ventilation / Search & Rescue	**2**	Truck Crew
Pump Operator	**1**	1st Engine
Water Supply	**1**	2nd / 3rd Engine
Command / Safety Accountability	**1**	Chief Officer
Total Personnel	**9**	

These tasks are essential and cannot be accomplished within 10 minutes without Volunteer Company response and Mutual Aid response.

Secondary Search	**2**
Exposure Line	**2**
Salvage Operations	**2**

Oroville Automatic Aid Agreement

Downtown Oroville City
4 PERSONNEL



Oroville Automatic Aid Agreement

Thermalito Station 63
2 PERSONNEL (5 FIRE SEASON



Downtown Oroville City
4 PERSONNEL



Oroville Automatic Aid Agreement

Thermalito Station 63
2 PERSONNEL (5 FIRE SEASON



Downtown Oroville City

Downtown Oroville City
4 PERSONNEL





Kelly Ridge Station 64
2 PERSONNEL

Oroville Automatic Aid Agreement

Thermalito Station 63
2 PERSONNEL (5 FIRE SEASON



Downtown Oroville City
4 PERSONNEL





Kelly Ridge Station 64
2 PERSONNEL
(4 Fire Season)



Palermo Station 72
2 PERSONNEL (4 Fire Season)

Oroville Automatic Aid Agreement

Thermalito Station 63
2 PERSONNEL (5 FIRE SEASON



Downtown Oroville City
4 PERSONNEL



Need
Airport
Fire Station
W/2 PERSONNEL



Kelly Ridge
Station 64
2 PERSONNEL
(4 Fire Season)



El Medio Station 3
2 PERSONNEL
IN DISCUSSION TO REJOIN OAAA



Palermo Station 72
2 PERSONNEL (4 Fire Season





Today June 16, 2005
0418 hours
Structure Fire

$135,000.00 + Damage
Structure is sound and
Rebuild able.















Fire Department Training Program

The Oroville Fire Department Training Program is carried out through a variety of methods.

Daily Training

- Conducted each shift as planned by Fire Captain or others (On-Duty)
- Focuses on the unique and special circumstances presented within the City

Multi-Company Training

- Conducted on as scheduled basis
- Involves participants of Interagency Agreements that deliver fire suppression, technical, water, confined space and high angle rescues.
- Focuses on the unique and special situations in the Oroville Vicinity

Probationary Employee

- Conducted during the first 18 months of a new fire fighter
- Involves the Fire Engineers Certification program (recently upgraded to national standard program)

Specialized Programs

- Generally Involve the maintenance or renewal of existing certifications of personnel
- Is utilized whenever the need is presented

Certification

- Conducted and Scheduled by a variety of course sponsors (Butte College, Chico Fire, Oroville Fire, Paradise Fire and Fire Training Officers Assoc.)
- Involves the many certifications offered through the State Fire Marshall Office of Training. (Averaging $250 per week registration) Listing to follow

Certification Training for all Fire Personnel in California

Note: Each Class is 40 hours of Instruction with an average registration of $200 per class per department member. These certifications provide the career path choice for Fire Service Members.

The Departments training budget is planned to be adequate for full participation with this program.

Command 1A	Command Principles for Company Officer
Command 1B	Hazardous Materials Command Principles for Company Officers
Command 2A	Command Tactics at Major Fires
Command 2B	Management of Major Hazardous Materials Incidents
Command 2C	High Rise Fire Tactics
Command 2D	Planning for Large Scale Disasters
Command 2E	Wild land Fire Fighting Tactics
Driver/Operator 1A	Emergency Vehicle Operations
Driver/Operator 1B	Pump Operations
Hazardous Materials 1A	Basic Chemistry of Hazardous Materials
Hazardous Materials 1B	Applied Chemistry-Field Identification of Chemicals
Hazardous Materials 1C	Incident Organization, Protective and Monitoring Equipment
Hazardous Materials 1D	Tactical Field Operations, Tools and Equipment
Hazardous Materials 1F	Specialized Mitigation Techniques
Hazardous Materials 1G	Practical Field Operations, Tools and Equipment
Instructor 1A	Instructional Techniques, Part 1
Instructor 1B	Instructional Techniques, Part 2
Instructor 2A	Techniques of Evaluation
Instructor 2B	Group Discussion techniques

Instructor 2C	Employing Audio/Visual Aids
Instructor 3	Master Instructor
Investigation 1A	Fire Origin and Cause Determination
Investigation 1B	Techniques of Fire Investigation
Investigation 2A	Criminal and Legal Procedures
Investigation 2B	Field Case Studies
Management 1	Management/Supervision for Company Officers
Management 2A	Organizational Development and Human Relations
Management 2B	Fire Service Financial Management
Management 2C	Personnel and Labor Relations
Management 2D	Master Planning
Management 2E	Contemporary Issues and Concepts
Mechanic 1	Fire Pumps and Accessories
Mechanic 2A	Fire apparatus Electrical Systems
Mechanic 2B	Allision Transmissions
Mechanic 2C	Aerial Apparatus
Prevention 1A	Introduction to Fire Prevention
Prevention 1B	Fire Prevention Practices
Prevention 1C	Flammable Liquids and Gases
Prevention 2A	Fire Protection Systems and Building Components
Prevention 2C	Special Hazard Occupancies
Prevention 3A	hydraulic Sprinkler Calculations
Prevention 3B	Plan Checking
Public Education 1	Systematic Planning and Communication Skills

Rescue Systems 1	40
Rescue Systems 2	40
Low Angle Rescue	16
Fire Control 1-7	112
Fire Fighter Safety and Survival	16
Personal Watercraft Rescue Operations	16
River and Flood Water Rescue	16
Trench Rescue	16
S-236 Staging Area Manager	16
S-334 Strike Team Leader	16
S-339 Division/Group Supervisor	24
S-400 Incident Commander	24
S-401 Safety Officer	24
S-430 Operations Section Chief	40

Fire Training Program

In addition to the needs of the Fire Service the Department must follow a variety of mandates from outside the agency in order to deliver service. The following list the bulk of the agencies and the summary of requirements.

Fire Training Mandates

Federal, State and Local Agencies Mandating Fire Personnel Training

Sara Title III		
Code of Federal Regulations		(CFR)
California Code of Regulations		(CCR)
California Penal Code	(PC)	
California Health and Safety Codes		(H&S)
Local Emergency Medical Services Authority	(EMS)	
California Labor Codes		(LC)
California Government Code		(GC)
California Welfare and Institutions Code		(W&I)
California Business and Profession Code		(B&P)
American National Standards Institute, Inc.	(ANSI)	
Standard Emergency Management System	(SEMS)	

These are a few of the many mandates and fire department training objectives we fe are most important to satisfy.

Subject	Section	Hours
Face piece Fit Test	CCR: 3409 & 5144 (h) ANSI: Z88.5 & Z88.6	2 (Annually)
Physical (Annual Wellness Program)	CCR: 3409 & 5144 (h) ANSI: Z88.5 & Z88.6	As Needed
Assessment of Civil Penalties	CCR: 336	As Needed
Live Fire Training	NFPA: 1403	Monthly
CIFIRS Reporting (Now NFIRS)	H & S: 13110.5	As Needed
Drug Testing / Drivers Program	CVC / DMV / DOT	As Needed
Pediatric Emergencies	NorCal EMS Authority	2
Fire Fighter I, II, III	NFPA 1582, 1002, 1001	480
Fire Apparatus Operator	NFPA 1002	80
Fire Officer	NFPA 1021, CA-SFM	400
Insurance Service Office (ISO)	ISO: Grading Schedule Annual hours per member	 240

Oroville Fire Department Daily Shift Drill Activities for 2004

Activity Code	Activity	Hours
01-A-01	Understand Federal Laws & Regulations	
01-A-03	Understand Local Ordinances & Regulations	
01-A-08	Understand Fire Service Rules & Regulations	18
01-B-01	ID Fire Department Functions	50
01-B-02	Id Duties of Personnel	79.5
01-B-03	Participate in Personal Development Programs	
01-B-04	Id Necessity for Obligation to Duty	3
01-C-04	Recognize Community Organization	
02-A-04	Test Hose	106
02-A-06	Test Breathing Apparatus	43
02-A-09	Test Hand & Power Equipment	4
02-A-12	Test Pumping Apparatus	14
02-B-02	Inspect & Maintain Salvage Covers	
02-B-04	Inspect & Maintain Nozzles, Appliances & Fittings	4
02-B-05	Inspect & Maintain Hydrants	56
02-B-07	Inspect & Maintain Hand Tools	2
02-B-20	Inspect & Maintain Fire Apparatus	446

Activity Code	Activity	Hours
02-B-21	Inspect & Maintain Misc. Fire Equipment	230
02-B-22	Inspect & Maintain Fire Station & Grounds	516
02-B-25	Inspect & Maintain Protective Clothing & Equipment	26
03-A-01	Operate Cutting, Boring, Fusing & Sawing Tools & Equipment	21
03-A-02	Operate Battering, Carrying, Digging, Prying & Striking Tools	6.5
03-A-04	Operate Ventilating Equipment	
03-A-05	Operate Power Equipment	12
03-C-01	Operate Pressure Type Extinguishers	
03-D-04	Reel & Unreel Hose	4
03-D-05	Connect & Operate Nozzles, Valves, Fittings	31
03-D-08	Load Hose on Apparatus	8
03-E-02	Lay Single Line of Hose	4
03-E-03	Lay Multiple Lines of Hose	39
03-E-06	Lay & Operate Hose Lines Above Street Level	
03-F-01	Remove and Carry Ladders	19.5
03-F-02	Raise and Lower Ladders	5
03-F-04	Use Rescue Equipment	150
03-H-01	Use Breathing Apparatus	27
03-H-02	Use Life Lines & Related Equipment	7.5
03-H-04	Use Rescue Equipment	76
04-B-03	Determine Friction Loss in Hose	3

Activity Code	Activity	Hours
04-C-02	Determine Accessibility of Water Supplies	12.5
04-C-10	Estimate Required Fire Flow	10
05-A-04	Identify Theory of Combustion Heat Transfer & Extinguishment	6
05-A-07	Identify Causes of Fire Spread	2
05-A-19	Identify the Effects of Fire & Fire Control Operation	4
05-A-03	Protect Exposures	48
05-D-01	Determine Emergency Problem	61.5
05-D-02	Determine Combat Resources	4
05-D-03	Utilize Apparatus & Equipment	8
05-D-06	Utilize Fire Tactics and Strategy	52
05-E-06	ID Features of Airport Buildings	5
05-F-01	ID Features of Aircraft Construction	12.5
05-G-02	Employee Airport Fire Apparatus & Equipment	2.5
05-G-20	Use Safety Procedures	15
05-G-24	Implement Incident Command System	14
06-A-02	Fold & Carry Covers	3
06-A-03	Throw, Spread & Hang covers	5
07-A-01	Make Periodic Apparatus Inspections	145
07-A-02	Interpret Principles of Vehicle & Vehicle components	24
07-A-03	Maintain Vehicles	92

Activity Code	Activity	Hour
07-B-01	Obey Traffic Laws & Departmental Driving Rules	11
07-B-02	Use Defensive Driving Techniques	8
07-B-03	Drive Apparatus	24
07-B-07	Spot Pumping Apparatus	3
07-B-08	Spot Aerial Ladders and Platforms	0
07-C-01	Interpret Operation Principles of Pumps and Pump Operations	46
07-C-03	Operate Booster Pumps	4
07-C-05	Operate Pumps at Hydrants	26.5
07-C-07	Troubleshoot During Pump Operations	10
07-C-08	Utilize Pumping Apparatus Systems	5
07-D-01	Interpret Operating Principles of Aerial Apparatus	23
07-D-02	Stabilize Aerial Apparatus	22
07-D-03	Operate Aerial Apparatus	123
07-D-06	Utilize Aerial Apparatus Systems	88
08-A-01	Analyze Topographic Anatomy	2
08-A-05	Determine Case History	1
08-B-01	Maintain Open Airway	4
08-B-02	Perform Resuscitation	16.5
08-B-03	Perform Cardiac Compression	30.5
08-B-05	Treat Breathing Emergencies	25

Activity Code	Activity	Hour
08-C-08	Treat Fractures & Dislocations	6
08-C-12	Treat Drowning	4
08-C-18	Treat Sick Persons	8
08-C-19	Treat Multiple Casualties	8
08-C-20	Employ Triage	10
08-D-03	Improvise Transportation	
09-B-01	ID Investigator's Responsibilities and Empowerment	9.5
10-A-04	Develop Fire Safety Programs	30
10-A-06	Publicize emergency Evacuation Drills & Plans	4
10-A-11	Prepare Lectures	4
10-A-12	Make Public Appearances and Speeches	77
10-A-13	Utilize Resource Systems	1
10-B-01	ID Fire Fighters Public Obligation	40
10-B-03	Participate in Special Public Relations Details	29
10-C-04	Conduct Fire Prevention Week and Similar Activities	
11-A-02	Enforce codes, Laws, Ordinances & Safety Regulations	12
11-A-07	Modify Code Requirements	
11-B-09	ID Special Hazards	5
11-C-06	Prepare and Evaluate Emergency Evaluations Plans	19
11-D-01	Make Fire Protection Surveys	8

Activity Code	Activity	Hours
11-D-02	Make Company Fire Prevention Inspections	55
11-D-11	Inspect & Evaluate Special Hazard Occupancies	7.5
11-D-14	Inspect Building Construction Assemblies & Devices	
11-D-20	Inspect Life Safety Systems	12
11-E-02	Inspect & Evaluate Sprinkler Systems	19.5
11-E-08	Determine Appropriate Fire Suppression systems	
12-A-04	Operate Radios	20
11-A-13	ID Alarm System Equipment	8
13-A-01	Prepare Fire Prevention Reports	
13-A-07	Prepare Fire Incident Reports	3
13-A-11	Prepare Emergency Response Reports	
13-A-12	Maintain Emergency Response Records	
13-A-22	Prepare Personnel Reports	
13-A-30	Prepare Accident Reports	
13-C-01	Prepare Specifications, Requisitions and Budgets	
13-C-05	Execute Business Papers	
13-C-06	Perform Clerical Functions	2.5
15-A-01	ID Instructor's Role & Responsibility	4
15-A-14	Prepare and Use Supplementary Instruction Sheet	2
16-B-01	Promote Group Cooperation	8
16-B-14	Interpret Policies	7.5

Activity Code	Activity	Hours
16-D-03	Evaluate Personnel	7
16-D-06	Plan and Coordinate Activities	7
16-D-05	Analyze Work Methods	71
16-D-06	Plan and Coordinate Activities	13.5
16-D-08	Analyze Departmental Rules and Regulations	8
18-A-02	Weight Training Free Weights	159
18-A-03	Exercise Cycle, Stairmaster, Universal Machine	400
18-A-04	Walk / Run Activity	108
18-D-01	Physical Testing Blood, Respiratory, Exam	16
18-D-02	Physical Agility Testing	48
19-A-02	Hazardous Material Team Drill	3
19-B-01	OFD Awareness Training	4
	Total Daily Shift Training Hours for 2004	4204.00

Interagency Agreements

The Fire Department has numerous agreements with other agencies. These agreements are utilized to assist the satisfaction of our Mission Statement.

- California Office of Emergency Services Master Mutual Aid
- California Office of Emergency Services Outside Assistance Agreement
- Oroville CDF/Butte Dispatch Services Agreement
- Oroville Automatic Aid Agreement (OAAA)
- Wild land Watershed Agreement with State of California
- Oroville Fire Department Breathing Air Compressor Agreement
- Fire Hire Recruitment Services
- California Water Service Fire Hydrant Agreement
- Butte County Fire Chiefs Association
  - Interagency Hazardous Materials Team
  - Butte Fire Chiefs Association Training Officers Association
  - Butte Fire Chiefs Association Arson Team Investigators
  - Butte Fire Chiefs Rescue Group Team (BIRG)
  - Butte Fire Chiefs Emergency Medical Services Group
  - Butte Fire Chiefs Safety Policy Fire ground Operations

Grant Announcement
Homeland Security Has Awarded the Butte Interagency Hazardous Materials Team 1 Grant for the current and 1 is pending approval for the next physical year.
The details of the grants for each year are listed in table format.

First Grant (Approved) $204,956	
Portable Gas Chromatograph/Mass Spectrometer (for HM1: second unit for HM64 to come from Dept. of Toxics Grant)	$50,000
Handheld Air Monitors (2) for HM1 and HM64 capable of identifying chemical warfare agents and common industrial toxics	$17,000
First Responder Gas/WMD Masks and Filters for every police officer, CSO, reserve officer and DA investigator to have one.	$38,405
Additional Bomb Disposal Suit for Sheriff's EOD Unit	$18,033
Emergency Communications Vehicle Interoperability Upgrade	$23,809
Major Countywide Terrorism Exercise	$48,709

Second Grant (Submitted Approval Expected) $521,659	
New Hazmat Response Unit replaces HM1 which will go to PRA as Mass Decon/Rehab Unit) $40,000 Hazmat JPA match for $225,000 total	$185,000
Mass Decon Equipment for PRA Mass Decon Unit	$35,000
Level A and B Suits for Hazmat 1 and 64	$64,000
Remote Search Cameras and Listening Devices for rescue Units	$31,000
MCI Equipment and Tow Vehicle for existing new Trailer	$50,000
Additional Interoperability Upgrades for Emergency communications Vehicle	$19,000
Additional EOD Upgrades	$85,450
Red Cross Agency Support	$56,218
Terrorism/EOD Training	$56,218
Administration	$15,000

Indian Supplemental Benefit Fund Grant 04-05

- Funds were provided to Fire Department due to the Impact of the Casino Developments
- 04-05 $32, 000.00
- Used to fund Additional Staffing of Ladder Truck during most active times and specialized fire department training and curriculum

Indian Supplemental Benefit Fund Grant 05-06

1. Funds are provided to Fire Department due to the Impact of Casino Developments
2. Grant award 05-06 $64,000.00
3. Used to fund Additional Staffing of Ladder Truck during most active times and specialized fire safety and rescue department training equipment and curriculum
4. Investigating Seasonal Fire Fighters

Special Projects Completed Cemetery Radio Tower Communications Facility











Special Project Completed

“Green Machine” Fire Hose Repair All Sizes



Special Project :Training Computer Workstation



Special Project Swiftwater Training All Personnel









Swiftwater Technician Certification 2 Days in December on Yuba Riv







Second Day on the River





Special Improvement
High Rise Certification Class and Tactics Class upcoming















Special Project New Remote Control Apparatus Room Doors





Unmet Needs FY 04-05
3 New Fire Fighter Positions

Budget Page K-14

1. Increase in Emergency Suppression Personnel – 3 new Fire Fighter positions. The emergency service activity has increased each year in intensity and diversity. The outside agency agreements are at maximum effort in assistance to the City. Even with these other resources our service is averaging 15.06% simultaneous calls. This means this amount of time we have to rely upon resources from other agencies and cities. The personnel level has not changed since 1983-84 budget year. That year this department provided service to 1,347 emergencies. For the calendar year 2004 the department provided service to 3,697 emergency incidents a substantial workload increase that is best supported with an increase in personnel. The new three new fire fighters positions will be divided and assigned to each shift balancing the workload to each shift. The request would be a start to bring the department back to previous 1982-83 emergency personnel staffing level.

Unmet Needs FY 05-06
Fire Hose Replacement

Budget Page K-37

2. Request to replace fire hose that is beyond repair or has failed the minimum pressure test. The Fire Department has a great need for fire hose. This equipment is essential to the delivery of service. Newer composite synthetic hose is delivering longer service life than older cotton jacket. But we have found for local Wildland and special operations use the single jacket cotton hose is a better buy for the service. This request will keep the field operations at the best level of service we can supply.

Unmet Needs FY 05-06
Fire Department
Vehicle Maintenance Funding

No Budget Page to be determined by available funds

3. Increase in Fire Department Vehicle Maintenance. The department has not had this line item increased in many years and we have an increasing activity level with equipment which has pressed increase in maintenance.

Unmet Needs FY 05-06
Wildland Protective Clothing

Budget Page K-39

4. Request to replace Wildland Protective Clothing that is beyond repair or has failed the minimum test. The Fire Department has a great need for Protective Wildland Fire Fighting Clothing.

Unmet Needs FY 05-06
Physical Exercise Equipment

Budget Page K-40

5. Physical Exercise Equipment. To replace broken and worn out bike and treadmill, also to repair other items.

Unmet Needs FY 05-06
Fire Commander Vehicles

Budget Page K-38

6. Two replacement Command Vehicles. Duty Chief Units B-11 and B-10 are 1995 and 1993 vehicles that have reached our replacement standard of mileage and age calling for replacement. Unit B-11 is recommended for reassignment to station duties of towing department equipment and department emergency operations. The department will be recommending the surplus of Unit 105 and B-10 with the acquisition of new vehicles. The replacement vehicle specification will be as close to the existing vehicles we have in service.

Unmet Needs FY 05-06
New Copy Machine

Budget Page K-36

7. One new copier for the Fire Department office. The current copier is second hand from City Hall and it had some problems when we received it. Our old copier was used as a trade in for the New City Hall copiers. Good copying is necessary for efficient communication and distribution of written information.

Unmet Needs FY 05-06 Service and Support Operations Increase

No Budget Page To Be Determined

8. Increase to Operations Service and Support. The necessary functions for the Fire Department have increased in costs. This request is necessary to keep up with the necessary functions. This budget fund has been supported by the departments services supplied to outside agencies and cannot be relied upon for essential department functions. This budget fund has had no increase in 8 years and the consequence of less buying power for necessary functions.

Department Head Concerns

- Fire, Rescue and Emergency Services calls for service are increasing each year.
- The need exists for more personnel assigned to fire prevention
- The need exists for more personnel with fire suppression and emergency activities
- The need exists for more funding for certification training
- The need is currently becoming apparent for 2 fire stations with personnel to the east and west areas of Oroville in order to maintain equal service to 90% of Oroville.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **ADOPTED BUDGET FOR 2025-26**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall receive the fiscal year 2025-26 Budget for Council adoption.

DISCUSSION

The City Council is presented with a 2025-26 Budget, which reflects staff analysis and recommendations. The Budget, if adopted, will be the City's working Budget.

MAJOR HIGHLIGHTS

Revenues

The City's main revenue source has been decreasing in the prior year, current year and projected to decrease again for this budget year 2025-26. The overall decrease is expected to be approximately 10.2% for the regular sales tax over three years, and 12.7% for the 1% District Tax over three years. This is a major challenge to the budget when our overall expenditures are increasing.

Sales tax projections:

Regular Sales Tax projections:

Bradley Burns	FY 23 - 24	FY 24 - 25	FY 25 - 26	FY 26 - 27	FY 27 - 28
Cash Projection	5,597,000	5,485,000	5,320,000	5,389,000	5,498,000
Percent Change	-5.2%	-2.0%	-3.0%	1.3%	2.0%

1% District Tax projections:

Voter Approved	FY 23 - 24	FY 24 - 25	FY 25 - 26	FY 26 - 27	FY 27 - 28
Cash Projection	6,938,000	6,769,000	6,582,000	6,690,000	6,836,000
Percent Change	-7.5%	-2.4%	-2.8%	1.6%	2.2%

Another revenue source in the form of a Hazard Mitigation Grant is scheduled to end in the budget year with no revenue source to fund positions in Code Enforcement, Planning and Public Works. The net effect of not having this grant is approximately $600,000 in the current budget.

Expenditures

The majority of our expenditures continues to be salaries and benefits. Salaries and benefits continue to rise as cost-of-living increases and pension funding increases. Along with other increases, they continue to outpace our revenue sources. A major cost increase in Fire Protection services has been seen as legislative mandates in Fire personnel shifts have had a big effect on our service contract. Total increase for 2025-26 is $985,304.

Expenditure Focus:

Road Repairs, road rehabilitation continues to be a high priority for the City and are included in this budget. The City utilizes many sources for road maintenance and is getting many projects done. The City is planning for this year and future years projects in a methodical approach.

Staffing/Recruitment/Training, this goal is to hire a full staff. This goal is going to be the most challenging, given the problem is nation-wide and difficult to achieve. Staff will be working hard to keep positions filled. Discussions on recruitment and retention are slated. The City is also working on a compensation study to see where we are in comparison to other jurisdictions.

Addressing our aged fleet, the workshop brought up a conversation regarding our aged Fleet. This budget reflects a continued effort to update our fleet.

Fund Balance Assignments

Staff is recommending the following assignments of unassigned fund balance, per the City's Fund Balance policy.

- 500,000 assigned to Contingency
- 2 million assigned to Capital projects to compliment the projects already identified
- 4.5 million assigned to address pension challenges

In total, the recommendation is to assign 7 million for future costs that are not specifically budgeted for.

Summary

Moving forward we need to be cognizant of ongoing challenges, pension challenges are foremost. We need to be ready for future downturns and legislative hurtles. We owe an ongoing debt of gratitude to the voters for approving the District Sales Tax that has afforded the City an opportunity to restructure and regain our workforce. Financially sustainability is the goal.

FISCAL IMPACT

None

RECOMMENDATION

APPROVE THE 2025-26 ANNUAL BUDGET

ATTACHMENTS

1. 2025-26 Annual Budget
2. Capital Assets Replacement Requests

CITY OF OROVILLE
ANNUAL BUDGET
FOR THE
FISCAL YEAR
2025-2026

MAYOR AND CITY COUNCIL MEMBERS



David Pittman	Eric Smith	Tracy Johnstone	Chuck Reynolds	Scott Thomson	Janet Goodson	Shawn Webber
Mayor	Vice Mayor District B	Council Member District A	Council Member District C	Council Member District D	Council Member District E	Council Member District F

The City Council is composed of the Mayor,
and six Council Members.
As a legislative body, the Council determines levels of service to the community to promote and protect health, safety, and welfare of the citizens.

CITY OF OROVILLE

CITY OFFICIALS

Elected

City Treasurer, **Vacant**

Appointed

City Administrator, **Brian Ring**

City Attorney, **David Ritchie**

Director of Code Enforcement, **Ron Belser**

Director of Business Assistance and Housing, **Amy Bergstrand**

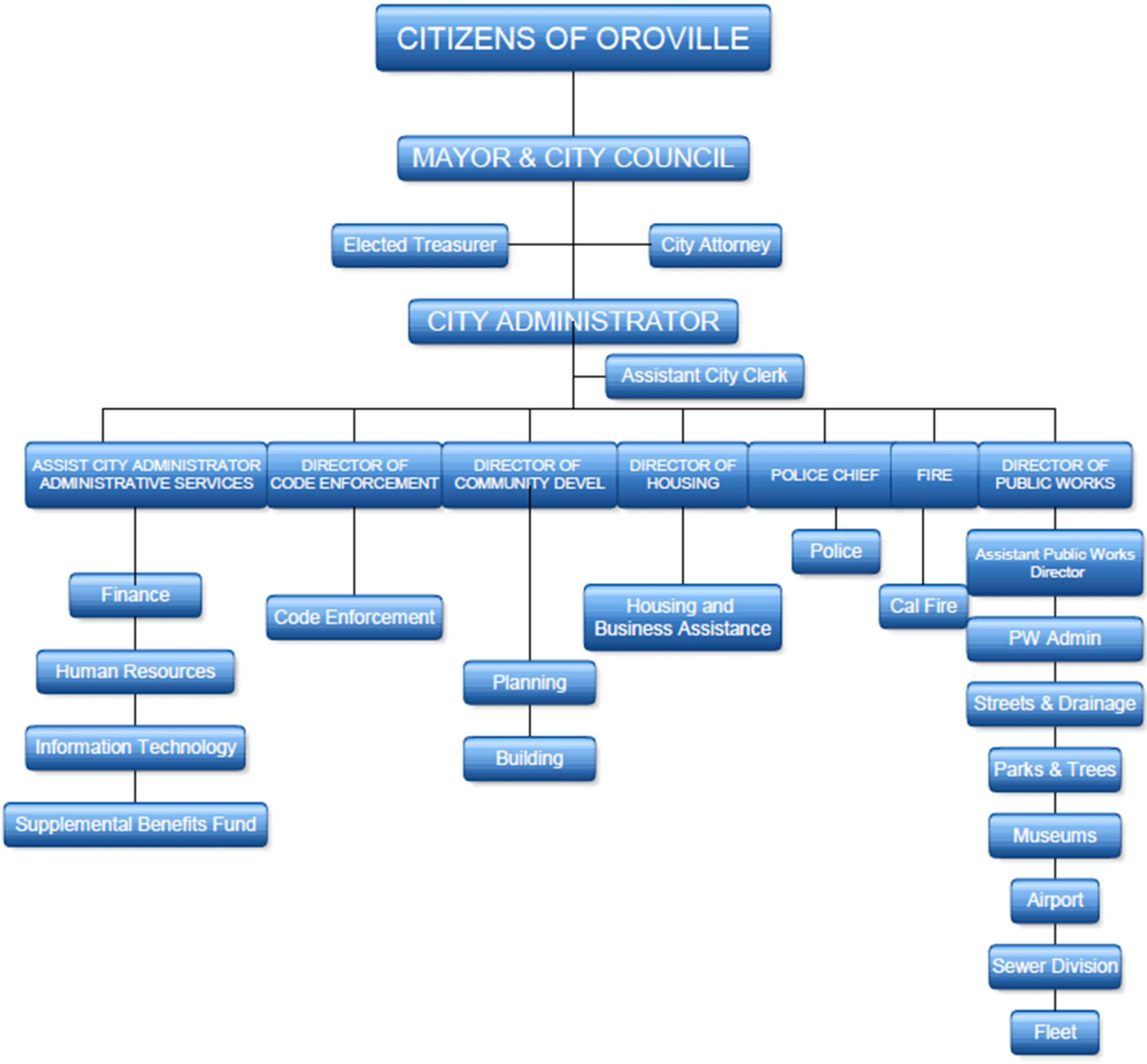
Assistant City Administrator-Administrative Services Director, **Ruth Duncan**

Director of Community Development, **Patrick Piatt**

Interim Director of Public Works, **Alyssa Stutz**

Interim Police Chief, **Jason Wines**

CITY OF OROVILLE
Organization Chart



Mission Statement

The City of Oroville is dedicated to serving the public, ensuring the safety and vitality of the community, and promoting prosperity for all.

Vision Statement

The City of Oroville will be a vibrant and thriving Community with strong economic, recreational, and cultural opportunities.

Core Values

Integrity & Honesty
Professionalism
Respect for Others
Customer Service
Open Communication
Accountability
Teamwork/Cooperation

City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

Brian Ring
CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2436 FAX (530) 538-2468
www.cityoforoville.org

TO: Mayor Pittman and Council Members

FROM: Brian Ring, City Administrator

DATE: June 17, 2025

SUBJECT: **Fiscal Year 2025-26 Budget**

Presented before you is the proposed Fiscal Year 2025-26 (FY 25-26) budget. The Finance Department and representatives from all City departments have worked diligently to develop a budget that addresses many of the current goals and priorities of the Council, despite rising costs and decreasing revenues. Very high level, staff are proud to say that the City will go into FY 25-26 maintaining a very healthy reserve of $9,000,000 and sufficient resources to address several of the Council's priorities of public safety, roads, economic/community development, and infrastructure needs. The estimated revenues in the General Fund, which includes the District Sales Tax Fund (DSTF), are anticipated to be relatively flat / slightly down this FY at $27,259,725. Estimated expenditures are anticipated to be $28,867,606.

The DSTF has positioned the City to better address several of the City's needs. With that said, this past fiscal year staff worked to identify the magnitude of the road and infrastructure needs of the City, which are significant. Staff will be making it a priority to work with our Federal and State partners to continue to identify additional funding sources to help address these matters.

There are a significant number of projects that staff will be working on this Fiscal Year. These projects include the following:

Priority Projects

- Emphasis to do more road repair work in-house
- Ophir Road
- Montgomery Street roundabout repair
- Bedrock Park repair work
- New Corporation Yard design work and infill Work
- Master Drainage Plan
- Table Mountain and Washington Complete Streets design and environmental work (grant funded)
- Hewitt Park (grant and park impact fee funded)
- Western Public Safety Facility analysis (CFD funded)

- Storm drain matter
- Emergency bypass at Riverview lift station
- Upgraded lift station at Orangewood
- Airport-FBO reroof
- Airport-PAPI and REIL lighting replacements
- Airport-access gate upgrade
- Museums – roof and HVAC repairs

Other Projects

- Norton Avenue rehab
- Nelson Ave (between 6th Street and City limits)
- Acacia / Orange roundabout study
- Oro Dam Blvd East rehab/sidewalk gap closure design work
- Foothill storm drain design
- Oro Quincy rehab design
- Georgia Pacific rehab
- Convention Center exterior work
- City Hall renovation

Other matters included in this year's budget:

- Funding to address the implementation of a 66-hour workweek with CalFire
- Continued work with consultants on rebranding and marketing the City
- The net addition of 2.85 new positions to better meet operational demands (to highlight a few – GIS Technician, Assistant Civil Engineer, Lead Park Technician Equipment Mechanic, Public Works Operator).

Staff will be making it a prior to identify options for Council consideration that will support long-term fiscal sustainability. With costs forecasted to continue to outpace revenues, this activity needs to be a priority.

To better position the City for future expenses, staff are recommending assigning the anticipated General Fund's fund balance (approximately $7M) to the following:

- $4.5M – Unfunded pension obligations
- $2M – Capital Projects (to assist with projects currently being worked on)
- $500K – Contingency for FY 25-26 to address unanticipated / unbudgeted costs

In summary, the City's fiscal situation is stable, however with expenses continuing to outpace revenues, action is needed to ensure fiscal stability. There are a number of exciting projects in the budget this fiscal year – and significant efforts to attract developers to the City for both market rate housing and economic development. In addition, new tools will be deployed this fiscal year to help staff manage the City moving into the future in the most efficient manner (new City website, Computerized Maintenance Management System and a 311 tool).

I wanted to take a moment to share my appreciation for the dedicated City staff. While Oroville may be a small city, there are a significant number of initiatives being implemented. It is the dedication and foresight of the City staff, with the Council's direction, that are pushing this City in a great direction.

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SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	24-25 Positions	General Fund	District Tax Fund	Other Funds	Approved during the year	Budget requests	25-26 Positions
ELECTEDS							
MAYOR AND CITY COUNCIL	7.00	7.00			-	-	7.00
TREASURER	1.00	1.00			-	(1.00)	-
TOTAL ELECTEDS	8.00	8.00			-	(1.00)	7.00
ADMINISTRATION							
CITY ADMINISTRATOR	1.00	1.00			-		1.00
DEPUTY CITY CLERK	1.00	1.00			-	-	1.00
CLERICAL INTERN	0.40	0.40			-	(0.40)	-
TOTAL ADMINISTRATION	2.40	2.40			-	(0.40)	2.00
ADMINISTRATIVE SERVICES							
ASSISTANT CITY ADMIN-ADMIN SVCS	1.00	1.00			-	-	1.00
ACCOUNTING MANAGER	1.00	1.00			-	-	1.00
ACCOUNTING ANALYST	1.00	1.00			-	(1.00)	-
PAYROLL TECHNICIAN	-	-				1.00	1.00
ACCOUNTING TECHNICIAN I, II, III	4.00	4.00			-	-	4.00
HUMAN RESOURCE MANAGER	1.00	1.00			-	-	1.00
HUMAN RESOURCE ANALYST	1.00	1.00			-	-	1.00
HUMAN RESOURCE TECHNICIAN	1.00	1.00			-	-	1.00
INFORMATION TECHNOLOGY MANAGER	1.00	1.00			-	-	1.00
INFORMATION TECHNOLOGY ANALYST	2.00	2.00			-	-	2.00
GIS/INFORMATION TECHNOLOGY ANALYST						1.00	1.00
TOTAL ADMINISTRATIVE SERVICES	13.00	13.00			-	1.00	14.00
BUSINESS ASSIST & HSG DEVELOPMENT							
DIRECTOR OF BUS ASSIST AND HOUSING	1.00	0.40		0.60	-	-	1.00
ADMIN / PROGRAM ANALYST II	1.00			1.00	-	-	1.00
PROGRAM ANALYST I	1.00			1.00	-	-	1.00
TOTAL BUSINESS ASSISTANCE & HOUSING DEV	3.00	0.40	-	2.60	-	-	3.00
CODE ENFORCEMENT							
DIRECTOR OF CODE ENFORCEMENT	1.00		1.00		-	-	1.00
SENIOR ADMINISTRATIVE ASSISTANT	1.00	-	1.00		-	-	1.00
CODE ENFORCEMENT TECHNICIAN III	6.00		6.00		-	-	6.00
RECYCLING COORDINATOR	1.00		1.00		-	(1.00)	-
COMMUNITY ENHANCEMENT COORDINATOR						1.00	1.00
COMMUNITY NAVIGATOR	-		-		2.00	(1.00)	1.00
TOTAL CODE ENFORCEMENT	9.00	-	9.00		2.00	(1.00)	10.00
COMMUNITY DEVELOPMENT							
COMMUNITY DEVELOPMENT DIRECTOR	1.00	1.00			-	-	1.00
SENIOR ADMINISTRATIVE ASSISTANT	1.00	1.00			-	-	1.00
STAFF ASSISTANT	1.00	1.00			-	-	1.00
PLANNING							
ASSOCIATE PLANNER	2.00		2.00		-	(1.00)	1.00
ASSISTANT PLANNER						1.00	
COMMUNITY DEVELOPMENT TECH I/II-PLNG	0.50	0.50			-	-	0.50
PLANNING INTERN	0.50	0.50	-	-	-	0.50	1.00

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	24-25 Positions	General Fund	District Tax Fund	Other Funds	Approved during the year	Budget requests	25-26 Positions
COMMUNITY DEVELOPMENT-Continued							
BUILDING							
BUILDING OFFICIAL	1.00	1.00			-	(1.00)	-
BUILDING OFFICIAL/INSPECTOR	1.00	1.00			-	-	1.00
FIRE MARSHALL	1.00	1.00	-	-	-	-	1.00
COMMUNITY DEVELOPMENT TECH III-BLDG	1.00	1.00			-	-	1.00
COMMUNITY DEVELOPMENT TECH I/II-BLDG	0.50	0.50			-	-	0.50
TOTAL COMMUNITY DEVELOPMENT	10.50	8.50	2.00		-	(0.50)	9.00
FIRE							
ADMINISTRATIVE ASSISTANT	0.20		0.20		-	0.05	0.25
TOTAL FIRE	0.20	-	0.20		-	0.05	0.25
POLICE DEPARTMENT							
CHIEF OF POLICE (INTERIM)	1.00	1.00			-	-	1.00
ASSISTANT POLICE CHIEF	1.00		1.00		-	(1.00)	-
POLICE LIEUTENANT	2.00	2.00			-	1.00	3.00
POLICE SERGEANT	5.00	4.00	1.00		2.00	-	7.00
POLICE OFFICERS	22.00	14.00	8.00		(2.00)	-	20.00
RESERVE POLICE OFFICER & PT DETECTIVE	1.00	1.00			-	(0.25)	0.75
MUNICIPAL LAW ENFORCEMENT OFFICER	17.00	9.00	8.00		(2.00)	(2.00)	13.00
PUBLIC INFORMATION OFFICER	1.00	1.00	-	-	-	-	1.00
ADMINISTRATIVE ASSISTANT	2.00	2.00			-	-	2.00
DISPATCH SUPERVISOR	1.00	1.00			-	-	1.00
DISPATCHERS	7.00	7.00			-	1.00	8.00
RESERVE DISPATCHER	0.50	0.50			-	-	0.50
RECORDS TECHNICIAN	2.00	2.00			-	1.00	3.00
TOTAL POLICE DEPT	62.50	44.50	18.00		(2.00)	(0.25)	60.25
PUBLIC WORKS							
ADMINISTRATION							
PUBLIC WORKS DIRECTOR	1.00	0.10	0.55	0.35		-	1.00
ASSIST PUBLIC WORKS DIRECTOR/CITY ENG	1.00		0.60	0.40	-	-	1.00
PROJECT MANAGER/SENIOR CIVIL ENGINEER	-				1.00	-	1.00
ASSISTANT CIVIL ENGINEER	1.00	0.60		0.40	(1.00)	1.00	1.00
AIRPORT MANAGER	1.00			1.00	-	-	1.00
ELECTRICIAN	1.00	0.50		0.50	-	-	1.00
ELECTRICAL ASSISTANT	1.00	0.50		0.50	-	-	1.00
BUILDING MAINTENANCE TECHNICIAN II	1.00	1.00				-	1.00
ADMINISTRATIVE ASSISTANT	0.80		0.80			(0.05)	0.75
TOTAL PUBLIC WORKS-ADMINISTRATION	7.80	2.70	1.95	3.15	-	0.95	8.75
PARKS & TREES							
PUBLIC WORKS MANAGER - PARKS & TREES	0.50	0.50			-	-	0.50
LEAD TREE TECHNICIAN	1.00	1.00			-	-	1.00
LEAD PARK TECHNICIAN						1.00	1.00
PARK MAINTENANCE TECHNICIAN II	7.00	2.00	5.00		-	-	7.00
SEASONAL WORKER	0.70	0.70			-	-	0.70
TOTAL PUBLIC WORKS-PARKS & TREES	9.20	4.20	5.00	-	-	1.00	10.20

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	24-25 Positions	General Fund	District Tax Fund	Other Funds	Approved during the year	Budget requests	25-26 Positions
MUSEUMS							
MUSEUM CURATOR	1.00	1.00				-	1.00
TOTAL MUSEUMS	1.00	1.00	-	-	-	-	1.00
LIGHTING & LANDSCAPE MAINT DISTRICTS							
PARK MAINTENACE TECHNICIAN II	1.00			1.00	-	-	1.00
TOTAL PUBLIC WORKS-LIGHTING & LDSP	1.00			1.00	-	-	1.00
MECHANICS							
LEAD EQUIPMENT MECHANIC	1.00	1.00			-	-	1.00
EQUIPMENT MECHANIC	1.00	1.00			-	1.00	2.00
TOTAL PUBLIC WORKS-MECHANICS	2.00	2.00			-	1.00	3.00
STREETS & DRAINAGE							
PUBLIC WORKS MANAGER - STREETS	0.50	0.50			-	-	0.50
LEAD PUBLIC WORKS OPERATOR	1.00	1.00			-	-	1.00
PUBLIC WORKS OPERATOR III	1.00		1.00			-	1.00
PUBLIC WORKS OPERATOR II	6.00		6.00			2.00	8.00
PUBLIC WORKS OPERATOR I	1.00		1.00			(1.00)	-
TOTAL PUBLIC WORKS-STREETS & DRAINAGE	9.50	1.50	8.00	-	-	1.00	10.50
SEWER DIVISION							
PUBLIC WORKS MANAGER - SEWER	1.00			1.00	-	-	1.00
LEAD COLLECTION SYSTEM OPERATOR	1.00			1.00	-	-	1.00
COLLECTION SYSTEM OPERATOR III	1.00			1.00	(1.00)	-	-
COLLECTION SYSTEM OPERATOR II	1.00			1.00	1.00	4.00	6.00
COLLECTION SYSTEM OPERATOR I	3.00			3.00	-	(3.00)	-
TOTAL PUBLIC WORKS-SEWER DIVISION	7.00	-	-	7.00	-	1.00	8.00
TOTAL PUBLIC WORKS DEPARTMENTS	37.50	11.40	14.95	11.15	-	4.95	42.45

SUMMARY OF PERSONNEL BY DEPARTMENT

DEPARTMENT SUMMARY	24-25 Positions	General Fund	District Tax Fund	Other Funds	Approved during the year	Budget requests	25-26 Positions
DEPARTMENT:							
ELECTEDS	8.00	8.00	-	-	-	(1.00)	7.00
ADMINISTRATION	2.40	2.40			-	(0.40)	2.00
ADMINISTRATIVE SERVICES	13.00	13.00			-	1.00	14.00
BUSINESS ASSISTANCE & HSG DEVELOPMENT	3.00	0.40		2.60	-	-	3.00
CODE ENFORCEMENT	9.00	-	9.00	-	2.00	(1.00)	10.00
COMMUNITY DEVELOPMENT	10.50	8.50	2.00		-	(0.50)	10.00
FIRE	0.20	-	0.20		-	0.05	0.25
POLICE DEPARTMENT	62.50	44.50	18.00	-	(2.00)	(0.25)	60.25
PUBLIC WORKS	37.50	10.40	14.95	11.15	-	4.95	41.45
DEPARTMENT TOTALS:	**146.10**	**87.20**	**44.15**	**13.75**	**-**	**2.85**	**147.95**

ALL FUNDS SUMMARY

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
General Fund	100	$ 16,514,566	$ 20,677,725	$ 20,677,725	$ 16,514,565
1% District Sales Tax Fund	102	2,959,785	6,582,000	9,452,722	89,063
Special Revenue Funds					
Pension Stabilization Fund	104	5,262,765	266,352	25,000	5,504,117
Asset Seizures	106	115,783	2,046	50,000	67,829
Local Transportation	107	43,721	586,778	586,778	43,721
PEG Fee Fund	109	129,066	23,892	80,000	72,958
CASp Fund	110	24,546	1,875	5,000	21,421
Recycling Fund	111	400,516	43,417	12,453	431,480
Gas Tax RSTP Fund	112	813,562	263,013	1,000,000	76,575
Special Gas Tax	113	1,039,386	1,122,006	2,080,094	81,298
Supplemental Benefit Fund	120	573,182	10,238	513,100	70,320
Opioid Settlement Fund	121	222,805	135,536	175,000	183,341
Impact Fee Funds					
Drainage Impact Fee Fund	130	1,905,332	182,181	1,000,000	1,087,513
Fire Suppression Impact Fee Fund	131	636,573	92,534	500,000	229,107
Development Impact Fee Fund	132	1,287,151	160,395	1,000,000	447,546
Law Enforcement Impact Fee Fund	133	824,433	151,256	500,000	475,689
Park Development Impact Fee Fund	134	576,137	396,002	500,000	472,139
Technology Fee Fund	135	298,282	38,006	312,000	24,288
Thermalito Drainage Fee Fund	136	553,485	9,375	450,000	112,860
Traffic Impact Fee Fund	137	1,912,080	157,563	2,000,000	69,643
Grant Funds					
Grant Funds	140	3,416,373	1,530,000	4,919,589	26,784
Police Supplemental Law Enforcement	150	2,725	188,474	170,000	21,199
Public Safety Augmentation	151	145,422	157,783	276,831	26,374
Special Districts					
Landscape/Lighting Maintenance Dist	170	140,220	51,369	20,847	170,741
Benefit Assessment Districts	190	58,505	23,606	8,758	73,353
Westside Public Safety Facility 2006-1	200	1,025,030	98,271	3,141	1,120,160
Public Safety Services 2006-2	201	1,084,423	99,040	794	1,182,669
Business Assistance/Housing Development					
Housing Program Fund	220	2,143,015	271,565	1,400,523	1,014,057
Home Grant Fund	221	276,283	715,063	700,000	291,346
Community Dev. Block Grants	222	121,515	1,176,086	1,069,816	227,785
EDBG Grant	223	-	-	-	-
CalHome	224	89,684	202,811	153,000	139,495
Housing Rehabilitation (CDBG)	225	1,102,342	39,571	291,730	850,183
EDBG Revolving Loan Fund	226	44,244	-	-	44,244
CDBG Program Income	227	1,485,465	368,494	811,127	1,042,832
Subtotal		**$ 47,228,402**	**$ 35,824,322**	**$ 50,746,028**	**$ 32,306,696**

ALL FUNDS SUMMARY

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
Business Assistance/Housing Continued					
Cal Home Revolving Loan Fund	228	313,338	208,243	414,500	107,081
Home Revolving Loan Fund	229	1,382,128	182,943	535,000	1,030,071
RBEG	230	29,840	506	-	30,346
City Revolving Loan	231	270,084	4,593	150,000	124,677
Debt Service Fund					
City Debt Service Fund	250	362,964	1,373,956	1,373,956	362,964
Capital Funds					
Capital Asset Replacement Fund	300	3,206,226	-	700,000	2,506,226
Building/Facilities Cap Improv Fund	301	1,076,793	4,850,797	5,439,998	487,592
Capital Projects	302	-	-	-	-
Capital Projects (Bond Proceeds)	304	-	-	-	-
Enterprise Funds					
Sewer Fund	400	15,792,318	5,603,968	8,420,194	12,976,092
Airport Fund	420	4,749,248	750,506	1,712,017	3,787,737
Internal Service Funds					
Workers Compensation	530	874,417	417,206	414,484	877,139
Unemployment Self-Insurance	540	92,703	37,925	36,414	94,214
Self-Insurance Vision Plan	550	-	-	-	-
Other					
Successor Agency	560	2,478,663	1,673,636	1,652,070	2,500,229
Subtotal		30,628,723	15,104,279	20,848,633	24,884,369
TOTAL		**$ 77,857,124**	**$ 50,928,601**	**$ 71,594,661**	**$ 57,191,064**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Revenues by Resource

GENERAL FUND	2023-24 ACTUAL	2024-25 BUDGET	2024-25 PROJECTED	2025-26 ADOPTED
Taxes				
Sales and Use Tax	$ 5,597,059	$ 5,871,000	$ 5,485,396	$ 5,320,150
Property	5,440,353	4,500,955	4,560,628	4,629,800
Utility User	2,864,704	2,693,950	2,893,351	2,922,285
Franchise Fees	1,012,544	1,184,043	1,022,669	1,209,800
Transient Occupancy	707,844	998,168	714,922	788,200
Other Taxes	71,934	54,546	51,928	54,500
Total Taxes	15,694,438	15,302,662	14,728,895	14,924,735
License, Permits and Franchises				
Licenses	80,515	80,000	78,357	80,000
Permits	571,954	502,311	497,877	508,500
Total License, Permits and Fees	652,469	582,311	576,234	588,500
Other Revenues				
Fines and Forfeitures	36,907	27,750	26,051	27,800
Interest, Rents and Concessions	1,483,333	1,203,098	1,943,239	1,953,833
Intergovernmental Revenues	361,395	304,387	487,184	374,604
Charges for Services	318,247	350,830	361,934	517,300
Other Revenues	1,559,361	1,073,873	1,604,685	1,198,141
Operating Transfers In	1,167,097	1,088,550	424,962	1,092,812
Total Other Revenues	4,926,340	4,048,488	4,848,055	5,164,490
TOTAL GENERAL FUND REVENUES	**$ 21,273,247**	**$ 19,933,461**	**$ 20,153,184**	**$ 20,677,725**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND	2023-24 ACTUAL	2024-25 BUDGET	2024-25 PROJECTED	2025-26 ADOPTED
Administration				
City Administrator	$ 310,513	$ 300,028	$ 338,289	$ 340,807
City Attorney	817,287	360,150	454,700	460,200
City Clerk	174,447	224,716	339,855	202,252
City Hall	154,743	180,073	198,106	193,574
Administrative Services				
Finance	1,216,842	1,342,313	1,027,462	1,301,352
Human Resources	258,941	384,190	346,549	379,462
Information Technology	554,378	594,510	538,256	616,464
Risk Management	757,684	807,030	1,068,647	846,200
Elected Officials				
Mayor, City Council, Treasurer	337,623	374,592	228,720	228,235
Community Development Svcs				
Planning	746,665	742,565	852,745	818,910
Building	974,249	1,056,314	714,345	980,285
Public Safety				
Fire	5,509,093	4,024,242	3,896,678	3,910,506
Police	6,193,872	6,195,705	7,207,559	7,164,726
Public Works				
Administration	315,672	575,967	393,256	480,050
Parks and Trees	761,554	1,148,854	830,248	904,312
Museums	-	-	-	138,452
Streets and Drainage	923,227	860,257	984,160	1,142,291
Vehicle Maintenance	589,852	656,955	376,485	439,647
General Government	2,241,842	105,000	107,737	130,000
TOTAL GENERAL FUND EXPENDITURES	**$ 22,838,484**	**$ 19,933,461**	**$ 19,903,797**	**$ 20,677,725**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

DISTRICT TAX FUND	2023-24 ACTUAL	2024-25 BUDGET	2024-25 PROJECTED	2025-26 ADOPTED
Taxes				
Sales and Use Tax-District Tax	**$ 6,938,197**	**$ 7,184,133**	**$ 6,778,974**	**$ 6,582,000**
Planning & Development Svcs				
Planning	13,394	91,136	-	-
Code Enforcement				
Code Enforcement	938,869	973,978	1,087,166	1,337,370
Public Safety				
Police	2,423,430	2,882,422	2,171,451	2,383,282
Fire	15,149	28,209	1,924,944	3,185,083
Public Works				
Administration	156,751	227,991	241,816	264,467
Streets	658,192	2,825,251	711,277	684,512
Parks and Trees	424,430	428,340	263,563	335,167
General Government				
Interfund Transfers				
Capital Asset Reserves	-	1,500,000	500,000	-
Capital Asset Replacements	1,500,000	850,000	500,000	-
Capital Improvement Fund	1,500,000	1,500,000	800,000	-
General Fund Reserves	1,500,000	-	-	-
TOTAL GENERAL FUND EXPENDITURES	**$ 9,130,215**	**$ 11,307,327**	**$ 8,200,217**	**$ 8,189,881**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND & DISTRICT TAX FUND

	2023-24 ACTUAL	2024-25 BUDGET	2024-25 PROJECTED	2025-26 ADOPTED
Administration				
City Administrator	$ 310,513	$ 300,028	$ 338,289	$ 340,807
City Attorney	817,287	360,150	454,700	460,200
City Hall	154,743	180,073	198,106	193,574
Administrative Services				
Finance	1,216,842	1,342,313	1,027,462	1,301,352
City Clerk	174,447	224,716	339,855	202,252
Human Resources	258,941	384,190	346,549	379,462
Information Technology	554,378	594,510	538,256	616,464
Risk Management	757,684	807,030	1,068,647	846,200
Elected Officials				
Mayor. City Council, Treasurer	337,623	374,592	228,720	228,235
Planning & Development Svcs				
Planning	760,059	833,701	852,745	818,910
Building	974,249	1,056,314	714,345	980,285
Code Enforcement				
Code Enforcement	938,869	973,978	1,087,166	1,337,370
Public Safety				
Fire	5,524,242	4,052,451	5,821,622	7,095,589
Police	8,617,302	9,078,127	9,379,010	9,548,008
Public Works				
Administration	472,423	803,958	635,072	744,517
Parks and Trees	1,185,984	1,577,194	1,093,811	1,239,479
Museums	-	-	-	138,452
Streets & Drainage	1,581,419	3,685,508	1,695,437	1,826,803
Vehicle Maintenance	589,852	656,955	376,485	439,647
General Government	6,741,842	3,955,000	1,907,737	130,000
TOTAL GENERAL FUND EXPENDITURES	**$ 31,968,699**	**$ 31,240,788**	**$ 28,104,014**	**$ 28,867,606**

ELECTED OFFICIALS

Activity

The City Council is comprised of the Mayor and six Council members. As a legislative body, the City Council determines levels of service to promote the health, safety and welfare of the citizens. The Council oversees the City's fiscal and organizational management; adopts the annual budget; is committed to the community, protection and preservation of the environment and quality of life. The elected City Treasurer manages and provides oversight of city investments with primary objective of safety, liquidity and return on investment.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Expenses				
Mayor, City Council & Treasurer				
Salaries & Benefits	$ 294,470	$ 330,174	$ 206,977	$ 184,535
Services & Supplies	43,153	44,418	21,743	43,700
Total Expenses	$ 337,623	$ 374,592	$ 228,720	$ 228,235

ADMINISTRATION

Activity

Administration provides leadership and management for all City operations. The City Administrator is the direct liaison with the City Council. The department also perfoms the function of City Clerk, and provides oversight of City Hall and the City Attorney.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Revenues				
Revenues	$ 19,360	$ 4,040	$ 3,600	$ 1,505
Total Revenues	$ 19,360	$ 4,040	$ 3,600	$ 1,505
Expenses				
City Administrator				
Salaries & Benefits	$ 295,479	$ 284,085	$ 322,234	$ 324,507
Services & Supplies	15,034	15,943	16,055	16,300
City Attorney				
Services & Supplies	817,287	360,150	454,700	460,200
City Clerk				
Salaries & Benefits	140,760	147,245	125,806	121,052
Services & Supplies	33,687	77,471	214,049	81,200
City Hall				
Salaries & Benefits	76,386	63,229	55,806	70,874
Services & Supplies	78,357	116,844	142,300	122,700
Total Expenses	$ 1,456,990	$ 1,064,967	$ 1,330,950	$ 1,196,833

ADMINISTRATIVE SERVICES

Activity

The Aministrative Services department provides all levels of service to the City's operations. The Finance department provides accounting and financial management services to the City. Services and responsibilities include annual financial reporting, budget preparation, payroll, billing and vendor payments. The department also includes Human Resources, Information Technology, and Risk Management functions.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Revenues				
Revenues - Finance	$ 49,181	$ 39,740	$ 25,154	$ 39,800
Revenues - Information Technology	49,260	43,498	37,531	45,700
Total Revenues	$ 98,441	$ 83,238	$ 62,685	$ 85,500
Expenses				
Finance				
Salaries & Benefits	$ 701,035	$ 972,570	$ 837,434	$ 913,152
Services & Supplies	515,807	369,743	190,028	388,200
Human Resources				
Salaries & Benefits	184,690	331,536	281,351	324,162
Services & Supplies	74,251	52,654	65,198	55,300
Information Technology				
Salaries & Benefits	346,412	402,569	400,081	414,864
Services & Supplies	207,966	191,941	138,175	201,600
Risk Management				
Services & Supplies	757,684	807,030	1,068,647	846,200
Total Expenses	$ 2,787,845	$ 3,128,043	$ 2,980,914	$ 3,143,478

COMMUNITY DELEVELOPMENT
PLANNING AND BUILDING

Activity

The Community Development Services Department provides support and compliance with applicable Federal and State laws and regulations on Municipal Code, General Plan, development of area plans, environmental reviews and annexations. In addition coordinates various permit reviews and issuance, building inspections, zoning clearances, use permits, variances, code compliance.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Revenues				
Revenues - Planning	$ 114,932	$ 80,261	$ 243,564	$ 243,300
Revenues - Building	724,518	687,201	630,474	692,600
Total Revenues	$ 839,450	$ 767,462	$ 874,038	$ 935,900
Expenses				
Planning and Development Services				
Salaries & Benefits	$ 239,097	$ 236,543	$ 402,078	$ 499,510
Services & Supplies	507,568	506,022	450,667	319,400
Building				
Salaries & Benefits	453,827	481,442	339,829	672,385
Services & Supplies	520,422	574,872	374,516	307,900
Total Expenses	$ 1,720,914	$ 1,798,879	$ 1,567,090	$ 1,799,195

CODE ENFORCEMENT

Activity

The Code Enforcement Department is the first line of prevention, detection, investigation and enforcement of violations of statues or ordinances regulating public health, safety, welfare, public works, business activities and consumer protection, building standards, land use, or municipal affairs.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Revenues				
Revenues - Code Enforcement	245,276	161,887	980,456	220,800
Total Revenues	$ 245,276	$ 161,887	$ 980,456	$ 220,800

PUBLIC SAFETY

Activity

The Public Safety Department oversees the City's Police and Fire divisions. the Public Safety Department provides the citizens with public safety, emergency response and fire prevention services. These Departments promote community safety with cooperation and coordination with other agencies.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Revenues				
Revenues - Police	$ 525,174	$ 545,780	$ 449,800	$ 519,100
Revenues - Fire	301,531	41,950	187,490	42,900
Total Revenues	$ 826,705	$ 587,730	$ 637,290	$ 562,000
Expenses				
Fire				
Salaries & Benefits	$ 241,794	$ 250,745	$ 178,105	$ 177,812
Services & Supplies	5,267,299	3,773,497	3,718,573	3,732,694
Police				
Salaries & Benefits	4,825,412	4,967,028	5,638,367	5,874,526
Services & Supplies	1,368,460	1,228,677	1,569,192	1,290,200
Total Expenses	$ 11,702,965	$ 10,219,947	$ 11,104,237	$ 11,075,232

PUBLIC WORKS
PUBLIC WORKS ADMIN / STREET AND STORM DRAINS

Activity

The Public Works Administration provides management of engineering, capital projects as needed. The Streets Division provides maintenance, management, repairs and improvements of the City's streets. This department also manages other funds outside of the General Fund such as the Sewer and Airport Funds.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Revenues				
Revenues - Public Works Admin	$ 101,352	$ 84,863	$ 88,664	$ 84,200
Revenues - Parks, Trees & Museums	69,665	65,500	86,269	72,100
Revenues - Streets & Drainage	597,211	611,084	645,924	599,800
Revenues - Vehicle Maintenance	265,253	-	-	-
Total Revenues	$ 1,033,481	$ 761,447	$ 820,857	$ 756,100
Expenses				
PW Administration				
Salaries & Benefits	$ 102,529	$ 290,984	$ 277,937	$ 339,957
Services & Supplies	213,143	284,983	115,319	140,093
Parks and Trees				
Salaries & Benefits	376,778	647,648	458,872	532,812
Services & Supplies	384,776	501,206	371,376	371,500
Museums				
Salaries & Benefits			46,445	89,952
Services & Supplies			48,751	48,500
Streets & Drainage				
Salaries & Benefits	343,612	336,135	224,092	344,926
Services & Supplies	579,615	524,122	760,068	797,365
Vehicle Maintenance				
Salaries & Benefits	234,844	266,275	241,507	283,847
Services & Supplies	355,008	390,680	134,978	155,800
Total Expenses	$ 2,590,305	$ 3,242,033	$ 2,679,345	$ 3,104,752

GENERAL GOVERNMENT

Activity

General Government is where the City's General Revenues are recorded that are not related to a particular department function. Sales Tax , Property Tax and Utility Users Tax are the City's main revenue resource. City expenditures that are not specifically related to a City Department are also recorded here.

Budget Summary:

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Revenues				
Sales and Use Tax	$ 5,597,059	$ 5,871,000	$ 5,485,396	$ 5,320,150
Property Tax	5,440,353	4,500,955	4,560,628	4,629,800
Utility User Tax	2,864,704	2,693,950	2,893,351	2,922,285
Transient Occupancy	707,844	998,168	714,922	788,200
Other Taxes	47,992	54,546	51,928	54,500
Franchise Fees	1,012,544	1,184,043	1,022,669	1,209,800
Intergovernmental Revenues	23,942	12,000	23,073	23,304
Interest	1,379,728	1,097,798	1,839,637	1,858,033
Other Revenues	776,388	730,235	1,069,340	851,200
Interfund Transfers In	359,980	424,962	424,962	429,212
Total Revenues	$ 18,210,534	$ 17,567,657	$ 18,085,907	$ 18,086,484
Expenses				
General Government				
Services & Supplies	43,520	105,000	107,737	130,000
Interfund Transfers Out	2,198,322	-	-	
Total Expenses	$ 2,241,842	$ 105,000	$ 107,737	$ 130,000

1% DISTRICT SALES TAX

Activity

This fund accounts for revenues and expeditures realted to the 1% District Tax. This Fund is combined with the General Fund for financial statement presentation.

FUND: 102

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 5,923,046	$ 5,624,321	$ 4,381,028	$ 2,959,785
Revenues				
Revenues	6,938,197	7,184,133	6,778,974	6,582,000
Total Revenues	6,938,197	7,184,133	6,778,974	6,582,000
Expenses				
Planning				
Salaries & Benefits	13,394	198,740	-	-
Code Enforcement				
Salaries & Benefits	796,189	994,772	934,034	1,001,482
Services and Supplies	142,680	234,288	153,132	335,888
Police				
Salaries & Benefits	1,727,455	2,280,357	1,612,328	1,952,582
Services and Supplies	695,975	764,800	559,123	430,700
Fire				
Salaries & Benefits	15,149	18,213	7,992	10,589
Services and Supplies	-	1,702,425	1,916,952	3,174,494
Capital Outlay Fire Truck	-	1,262,841	-	1,262,841
Public Works				
Salaries & Benefits	156,751	287,265	241,816	264,467
Streets & Drainage				
Salaries & Benefits	557,734	696,071	634,804	675,332
Services and Supplies	100,458	129,180	76,473	9,180
Pavement Rehabilitation	-	2,000,000	-	-
Parks & Trees				
Salaries & Benefits	424,430	428,340	263,563	335,167
Transfers				
Capital Asset Replacement Reserve	1,500,000	500,000	500,000	-
Capital Asset Replacements	850,000	500,000	500,000	-
Capital Projects & Improv Fund	1,500,000	800,000	800,000	-
Total Expenses	8,480,215	12,797,292	8,200,217	9,452,722
Ending Fund Balance	$ 4,381,028	$ 11,162	$ 2,959,785	$ 89,063

PENSION RATE STABILIZATION AND OPEB FUND

Activity

This fund was created to account for funds accumulated to mitigate future increases in pension costs and to fund future post employment retirement benefits.

FUND: 104

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 4,617,983	$ 5,024,050	$ 5,024,050	$ 5,262,765
Revenues				
Revenues	471,131	133,000	263,715	266,352
Total Revenues	471,131	133,000	263,715	266,352
Expenses				
Fiscal Agent Fees	65,064	21,500	25,000	25,000
Total Expenses	65,064	21,500	25,000	25,000
Ending Fund Balance	$ 5,024,050	$ 5,135,550	$ 5,262,765	$ 5,504,117

ASSET SEIZURE FUND

Activity

This fund accounts for revenues and expenses related to seized property. This fund can only be used to supplement the enforcement efforts of the Police Department.

FUND: 106

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 108,430	$ 113,737	$ 113,737	$ 115,783
Revenues				
Revenues	5,307	3,611	2,046	2,046
Total Revenues	5,307	3,611	2,046	2,046
Expenses				
Services and Supplies	-	5,000	-	50,000
Capital Outlay	-	-	-	-
Total Expenses	-	5,000	-	50,000
Ending Fund Balance	$ 113,737	$ 112,348	$ 115,783	$ 67,829

LOCAL TRANSPORTATION FUND

Activity

This Fund is to account for Article 8 of the State of California Local Transportation revenues. The Butte County Association of Governments (BCAG) provides oversight of this Fund.

FUND: 107

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 565,154	$ 737,877	$ 737,877	$ 43,721
Revenues				
Revenues	895,508	891,262	891,262	586,778
Total Revenues	895,508	891,262	891,262	586,778
Expenses				
Services & Supplies	272,785	1,554,331	1,585,418	586,778
Transfer out	450,000	-	-	-
Total Expenses	722,785	1,554,331	1,585,418	586,778
Ending Fund Balance	$ 737,877	$ 74,808	$ 43,721	$ 43,721

PEG FEE FUND

Activity

PEG stands for Public, Educational, or Governmental use. This fee is mandated by the State to enable the City to grant members of the public access to Council meetings.

FUND: 109

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 144,574	$ 168,308	$ 168,308	$ 129,066
Revenues				
Revenues	31,224	25,933	22,003	23,892
Total Revenues	31,224	25,933	22,003	23,892
Expenses				
Services & Supplies	7,490	80,000	61,245	80,000
Total Expenses	7,490	80,000	61,245	80,000
Ending Fund Balance	$ 168,308	$ 114,241	$ 129,066	$ 72,958

CASP FUND

Activity

The CASP Fund accounts for fees collected under SB1186. The State portion is remitted to the State on a quarterly basis. The City portion is to be used to increase disability access and compliance with construction-related accessibility requirements.

FUND: 110

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 21,179	$ 22,924	$ 22,924	$ 24,546
Revenues				
Revenues	1,745	2,144	1,622	1,875
Total Revenues	1,745	2,144	1,622	1,875
Expenses				
Services & Supplies	-	5,000	-	5,000
Transfer out to other agency				
Total Expenses	-	5,000	-	5,000
Ending Fund Balance	$ 22,924	$ 20,068	$ 24,546	$ 21,421

RECYCLING FUND

Activity

The Recycling Fund accounts for the City's waste management activities as required by State Law.

FUND: 111

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 48,253	$ 359,432	$ 359,432	$ 400,516
Revenues				
Revenues	315,716	37,571	42,988	43,417
Transfers In	-			
Total Revenues	315,716	37,571	42,988	43,417
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	4,537	14,499	1,904	12,453
Total Expenses	4,537	14,499	1,904	12,453
Ending Fund Balance	$ 359,432	$ 382,504	$ 400,516	$ 431,480

GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM FUND

Activity

The RSTP program was established by the State of California to provide for projects to preserve and improve the conditions of highway, bridge, road, pedestrian and bicycle infrastructure.

FUND: 112

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 757,893	$ 772,933	$ 772,933	$ 813,562
Revenues				
Revenues	358,749	352,302	286,634	263,013
Total Revenues	358,749	352,302	286,634	263,013
Expenses				
Services & Supplies	(15,291)	1,500,000	-	-
Capital Outlay	-	-	246,005	1,000,000
Transfer out to other agency	359,000	-	-	-
Total Expenses	343,709	1,500,000	246,005	1,000,000
Ending Fund Balance	$ 772,933	$ (374,765)	$ 813,562	$ 76,575

SPECIAL GAS TAX

Activity

This Fund is used to account for the revenues of gas sales tax received from the State of California pursuant to Sections 2013, 2015, 2016, 2017, 2017.5 of the Streets and Highway code.
Use: Research, planning, construction, improvement, maintenance, and operation of public streets and highways, including the mitigation of their enviromental effects.

FUND: 113

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 1,189,665	$ 944,567	$ 944,567	$ 1,039,386
Revenues				
Revenues	1,066,789	1,064,087	1,102,232	1,122,006
Total Revenues	1,066,789	1,064,087	1,102,232	1,122,006
Expenses				
Services & Supplies	279,438	1,500,000	428,371	1,500,000
Capital Outlay	-			
Transfer Out	1,032,449	554,006	579,042	580,094
Total Expenses	1,311,887	2,054,006	1,007,413	2,080,094
Ending Fund Balance	$ 944,567	$ (45,352)	$ 1,039,386	$ 81,298

SUPPLEMENTAL BENEFITS FUND

Activity

The City acts as Fund Administrator of the revenues received from the Settlement Agreement with the DWR for FERC project 2100 the Oroville facilities. An Oversight Board oversees this Fund.

FUND: 120

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 593,623	$ 575,145	$ 575,145	$ 573,182
Revenues				
Revenues	15,751	10,450	10,137	10,238
Total Revenues	15,751	10,450	10,137	10,238
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	29,229	560,600	9,600	510,600
Transfers Out	5,000	2,500	2,500	2,500
Total Expenses	34,229	563,100	12,100	513,100
Ending Fund Balance	$ 575,145	$ 22,495	$ 573,182	$ 70,320

OPIOID SETTLEMENT FUND

Activity

This fund accounts for revenues and expenses related to the Opioid Settlement.

FUND: 121

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ -	$ -	$ -	$ 222,805
Revenues				
Revenues	-	-	437,574	135,536
Transfers In	-	-	344,516	
Total Revenues	-	-	437,574	135,536
Expenses				
Salaries & Benefits	-	-	173,809	125,000
Services & Supplies	-	-	40,960	50,000
Transfers Out	-	-	-	-
Total Expenses	-	-	214,769	175,000
Ending Fund Balance	$ -	$ -	$ 222,805	$ 183,341

DRAINAGE IMPACT FEE FUND
CITY WIDE

Activity

The Fund accounts for Drainage Impact Fees received and expended in the Oroville area.

FUND: 130

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 1,483,574	$ 1,724,955	$ 1,724,955	$ 1,905,332
Revenues				
Revenues	241,381	171,612	180,377	182,181
Total Revenues	241,381	171,612	180,377	182,181
Expenses				
Services & Supplies	-	1,000,000	-	1,000,000
Capital Outlay	-	-	-	-
Total Expenses	-	1,000,000	-	1,000,000
Ending Fund Balance	$ 1,724,955	$ 896,567	$ 1,905,332	$ 1,087,513

FIRE SUPPRESSION IMPACT FEE FUND

Activity

The purpose of this Fund is to provide funds for additional equipment needed for the City's Fire Department.

FUND: 131

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 417,213	$ 544,954	$ 544,954	$ 636,573
Revenues				
Revenues	127,741	154,519	91,619	92,534
Total Revenues	127,741	154,519	91,619	92,534
Expenses				
Services & Supplies	-	500,000	-	500,000
Capital Outlay	-	-	-	-
Total Expenses	-	500,000	-	500,000
Ending Fund Balance	$ 544,954	$ 199,473	$ 636,573	$ 229,107

GENERAL GOVERNMENT DEVELOPMENT IMPACT FEE FUND

Activity

This Fund accounts for revenues from General Government Development Impact Fees and provides funding for the increasing operation costs and improvements to facilities related to growth.

FUND: 132

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 847,706	$ 1,128,343	$ 1,128,343	$ 1,287,151
Revenues				
Revenues	280,637	339,540	158,808	160,395
Total Revenues	280,637	339,540	158,808	160,395
Expenses				
Services & Supplies	-	1,000,000	-	1,000,000
Capital Outlay	-	-	-	-
Total Expenses	-	1,000,000	-	1,000,000
Ending Fund Balance	$ 1,128,343	$ 467,883	$ 1,287,151	$ 447,546

LAW ENFORCEMENT IMPACT FEE FUND

Activity

The Fund accounts for the revenue generated from impact fees to provide law enforcement personnel and equipment which could not otherwise be funded.

FUND: 133

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 489,357	$ 674,674	$ 674,674	$ 824,433
Revenues				
Revenues	185,317	224,244	149,759	151,256
Total Revenues	185,317	224,244	149,759	151,256
Expenses				
Services & Supplies	-	500,000	-	500,000
Capital Outlay	-	-	-	-
Total Expenses	-	500,000	-	500,000
Ending Fund Balance	$ 674,674	$ 398,918	$ 824,433	$ 475,689

PARKS DEVELOPMENT IMPACT FEE FUND

Activity

The Parks Development Fees Fund accounts for the fees collected on new development for the acquisition and construction of new City parks.

FUND: 134

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 2,021,910	$ 2,479,214	$ 2,479,214	$ 576,137
Revenues				
Revenues	457,304	553,108	391,901	396,002
Total Revenues	457,304	553,108	391,901	396,002
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	1,800,000	2,294,978	500,000
Transfers Out	-	-	-	-
Total Expenses	-	1,800,000	2,294,978	500,000
Ending Fund Balance	$ 2,479,214	$ 1,232,322	$ 576,137	$ 472,139

TECHNOLOGY FEE FUND

Activity

The Technology Fee Fund accounts for the fees collected to maintain and acquire technology used to aid in efficient operations of the City.

FUND: 135

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 328,024	$ 303,392	$ 303,392	$ 298,282
Revenues				
Revenues	52,205	55,144	37,630	38,006
Total Revenues	52,205	55,144	37,630	38,006
Expenses				
Services & Supplies	76,837	316,200	42,740	312,000
Capital Outlay	-			
Total Expenses	76,837	316,200	42,740	312,000
Ending Fund Balance	$ 303,392	$ 42,336	$ 298,282	$ 24,288

THERMALITO DRAINAGE IMPACT FEE FUND

Activity

This Fund is to account for fees collected for drainage development and improvements in the Thermalito area of the City.

FUND: 136

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 529,944	$ 544,203	$ 544,203	$ 553,485
Revenues				
Revenues	14,259	17,032	9,282	9,375
Total Revenues	14,259	17,032	9,282	9,375
Expenses				
Services & Supplies	-	-	-	450,000
Capital Outlay	-	-	-	-
Total Expenses	-	-	-	450,000
Ending Fund Balance	$ 544,203	$ 561,235	$ 553,485	$ 112,860

TRAFFIC IMPACT FEE FUND

Activity

This Fund accounts for the Traffic Impact Fees collected and expended in the City to address the traffic issues created by growth.

FUND: 137

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 3,601,920	$ 1,786,270	$ 1,786,270	$ 1,912,080
Revenues				
Revenues	284,350	350,052	154,473	157,563
Total Revenues	284,350	350,052	154,473	157,563
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	28,663	-
Transfer Out	2,100,000	-	-	2,000,000
Total Expenses	2,100,000	-	28,663	2,000,000
Ending Fund Balance	$ 1,786,270	$ 2,136,322	$ 1,912,080	$ 69,643

PLANNING GRANTS

Activity

The Fund is used for various Planning Grant programs.

FUND: 140

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 2,402,517	$ 3,729,923	$ 3,729,923	$ 3,416,373
Revenues				
Revenues	3,226,728	1,500,000	4,081,757	1,530,000
Interfund Transfers In			-	
Total Revenues	3,226,728	1,500,000	4,081,757	1,530,000
Expenses				
Salaries & Benefits	46,297	-	73,888	75,000
Services & Supplies	1,226,765	751,943	1,071,419	757,059
Capital Outlay	626,260	4,301,500	3,250,000	4,087,530
Total Expenses	1,899,322	5,053,443	4,395,307	4,919,589
Ending Fund Balance	$ 3,729,923	$ 176,480	$ 3,416,373	$ 26,784

POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

Activity

This Fund accounts for the revenue generated from the State COPS program and distributed by the County.

FUND: 150

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ (6,088)	$ 16,175	$ 16,175	$ 2,725
Revenues				
Revenues	187,591	184,710	197,672	188,474
Total Revenues	187,591	184,710	197,672	188,474
Expenses				
Services & Supplies	-			
Capital Outlay	45,328	100,000	121,122	50,000
Transfer Out	120,000	120,000	90,000	120,000
Total Expenses	165,328	220,000	211,122	170,000
Ending Fund Balance	$ 16,175	$ (19,115)	$ 2,725	$ 21,199

PUBLIC SAFETY AUGMENTATION

Activity

This Fund accounts for the revenue generated for Public Safety by a State special sales tax distributed by the County.

FUND: 151

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 109,257	$ 100,798	$ 100,798	$ 145,422
Revenues				
Revenues	153,471	183,001	158,844	157,783
Total Revenues	153,471	183,001	158,844	157,783
Expenses				
Services & Supplies	111,930			76,831
Capital Outlay	-	200,000	64,220	150,000
Transfer Out	50,000	50,000	50,000	50,000
Total Expenses	161,930	250,000	114,220	276,831
Ending Fund Balance	$ 100,798	$ 233,799	$ 145,422	$ 26,374

LIGHTING AND LANDSCAPING MAINTENANCE DISTRICTS

Activity

This Fund accounts for the revenues and expenditures of the Lighting and Landscaping Maintenance Districts.

FUND: 170

	BUDGET UNIT	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance		$ 85,812	$ 110,001	$ 110,001	$ 140,220
Revenues					
Grandview Estates	1700	5,643	5,562	9,754	9,852
The Buttes	1710	4,634	4,409	-	-
Deer Creek	1720	2,169	2,191	2,154	2,176
Calle Vista I	1730	5,504	5,227	5,099	5,150
Cherokee Estates I	1740	949	958	949	958
Sherwood Estates	1750	2,055	2,076	2,058	2,079
Grayhawk	1760	6,126	5,988	5,929	5,988
Cherokee Estates II	1770	3,713	3,454	3,610	3,646
Linkside I	1780	4,523	4,202	4,160	4,202
Foothill Estates	1790	2,646	2,500	2,530	2,555
Calle Vista II	1800	2,728	2,448	4,792	4,840
Vista Del Oro	1810	3,113	2,784	2,760	2,788
Mission Olive	1820	7,716	7,793	4,061	4,102
J Richter Subdivision	1830	2,971	2,960	3,004	3,034
Total Revenues		54,490	52,551	50,860	51,369
Expenses					
Grandview Estates	1700	2,538	2,563	2,398	2,422
The Buttes	1710	2,540	2,565	1,562	1,578
Deer Creek	1720	1,244	1,256	845	853
Calle Vista II	1730	3,165	3,197	1,595	1,611
Cherokee Estates II	1740	1,260	1,273	791	799
Sherwood Estates	1750	1,712	1,729	1,237	1,249
Grayhawk	1760	2,997	3,027	2,200	2,222
Cherokee Estates II	1770	2,059	2,080	403	407
Linkside I	1780	3,538	3,573	1,946	1,965
Foothill Estates	1790	1,483	1,498	487	492
Calle Vista II	1800	1,109	1,120	2,189	2,211
Vista Del Oro	1810	3,299	3,332	1,380	1,394
Mission Olive	1820	2,157	2,179	2,583	2,609
J Richter Subdivision	1830	1,200	1,211	1,025	1,035
Feather River Bluffs	1850	-	41	-	-
Acacia Estates	1860	-	41	-	-
Ruddy Creek	1870	-	41	-	-
Total Expenses		30,301	30,727	20,641	20,847
Ending Fund Balance		$ 110,001	$ 131,825	$ 140,220	$ 170,741

BENEFIT ASSESSMENT DISTRICTS

Activity

This Fund accounts for the revenues and expenditures of the Benefit Assessment Districts.

FUND: 190

	BUDGET UNIT	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance		$ 27,041	$ 43,804	$ 43,804	$ 58,505
Revenues					
Linkside I	1900	3,252	3,285	3,179	3,211
Foothill Estates	1910	2,874	2,903	2,838	2,866
Calle Vista II	1920	6,375	6,439	6,166	6,228
Vista Del Oro	1930	5,978	6,038	5,836	5,894
Mission Olive	1940	5,482	5,537	5,353	5,407
Martin Ranch	1950	-	-	-	-
J Richter Subdivision	1960	1,556	1,572	-	-
Ruddy Creek	1970	-	-	-	-
Total Revenues		25,517	25,772	23,372	23,606
Expenses					
Linkside I	1900	1,578	1,594	1,594	1,610
Foothill Estates	1910	820	828	828	836
Calle Vista II	1920	1,102	1,113	1,113	1,124
Vista Del Oro	1930	2,190	2,212	2,212	2,234
Mission Olive	1940	2,601	2,627	2,668	2,695
Martin Ranch	1950	-	-	-	-
J Richter Subdivision	1960	463	468	256	259
Total Expenses		8,754	8,842	8,671	8,758
Ending Fund Balance		$ 43,804	$ 60,735	$ 58,505	$ 73,353

WESTSIDE PUBLIC SAFETY FACILITY 2006-1

Activity

This Fund accounts for revenues and expenditures for the Westside Public Safety Facility 2006-1 Property tax assessments.

FUND: 200

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 858,268	$ 944,494	$ 944,494	$ 1,025,030
Revenues				
Revenues	87,992	91,095	81,330	98,271
Total Revenues	87,992	91,095	81,330	98,271
Expenses				
Services & Supplies	1,766	3,141	794	3,141
Capital Outlay	-	-	-	-
Transfer out to other agency	-	-	-	-
Total Expenses	1,766	3,141	794	3,141
Ending Fund Balance	$ 944,494	$ 1,032,448	$ 1,025,030	$ 1,120,160

PUBLIC SAFETY SERVICE 2006-2

Activity

This Fund accounts for revenues and expenditures for the Public Safety Services 2006-2 property tax assessments.

FUND: 201

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 902,596	$ 989,128	$ 989,128	$ 1,084,423
Revenues				
Revenues	88,298	91,095	98,436	99,040
Total Revenues	88,298	91,095	98,436	99,040
Expenses				
Services & Supplies	1,766	3,141	3,141	794
Capital Outlay	-	-	-	-
Transfer out to other agency	-	-	-	-
Total Expenses	1,766	3,141	3,141	794
Ending Fund Balance	$ 989,128	$ 1,077,082	$ 1,084,423	$ 1,182,669

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT
SUMMARY OF EXPENDITURE BUDGETS

Activity

The Business Assistance & Housing Development Department is responsible for the management of eight to twelve grants per fiscal year, ranging from First Time Home Buyers to Housing Rehab.

		2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Housing Expense Budgets	**FUND**				
Housing Program Fund	220	$ 1,236,025	$ 502,461	$ 1,290,429	$ 1,400,523
Home-First Time Home Buyers	221	87,120	876,250	421,460	700,000
CDBG Community Development	222	8,908,227	10,278,146	513,141	1,069,816
CDBG Economic Development	223	186,689	34,282	-	-
CalHome Grant Fund	224	130,497	153,000	183,845	153,000
Housing Revolving Loan Fund	225	630,672	148,830	431,412	291,730
EDBG Revolving Loan Fund	226	-	-	-	-
CDBG Program Income Fund	227	1,151,092	1,426,922	78,344	811,127
CalHome Revolving Loan Fund	228	633,188	707,279	413,293	414,500
Home Revolving Loan Fund	229	40,049	787,252	22,496	535,000
USDA RBEG Revolving Loan Fund	230	-	-	-	-
City Revolving Loan Fund	231	3,711	150,000	-	150,000
Total Housing		$ 13,007,270	$ 15,064,422	$ 3,354,420	$ 5,525,696

HOUSING PROGRAM FUND

Activity

The Housing Program Fund accounts for loans and repayments of various grants.

FUND: 220

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 2,764,902	$ 3,003,799	$ 3,003,799	$ 2,143,015
Revenues				
Revenues	327,655	304,560	429,645	271,565
Interfund Transfers In	1,147,267	-	-	-
Total Revenues	1,474,922	304,560	429,645	271,565
Expenses				
Salaries & Benefits	64,822	96,561	85,468	94,693
Services & Supplies	25,010	48,400	31,374	290,830
Loans Made	100,549	350,000	1,156,572	1,000,000
Transfers Out	1,045,644	7,500	17,015	15,000
Total Expenses	1,236,025	502,461	1,290,429	1,400,523
Ending Fund Balance	$ 3,003,799	$ 2,805,898	$ 2,143,015	$ 1,014,057

HOME GRANT FUND

Activity

This Fund accounts for the First Time Home Buyer Grants awarded by the City.

FUND: 221

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 357,475	$ 375,123	$ 375,123	$ 276,283
Revenues				
Revenues	104,768	724,080	322,620	715,063
Interfund Transfers In	-			
Total Revenues	104,768	724,080	322,620	715,063
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	17,250	-	-
Loans Made	-	400,000	-	400,000
Transfers Out	87,120	459,000	421,460	300,000
Total Expenses	87,120	876,250	421,460	700,000
Ending Fund Balance	$ 375,123	$ 222,953	$ 276,283	$ 291,346

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Activity

This Fund accounts for various CDBG funds. Each individual grant is approved by the City Council at the time of acceptance.

FUND: 222

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ (464,600)	$ (278,274)	$ (278,274)	$ 121,515
Revenues				
Revenues	9,091,883	11,309,359	912,930	1,176,086
Transfers In	2,670			
Total Revenues	9,094,553	11,309,359	912,930	1,176,086
Expenses				
Salaries & Benefits	215,633	260,493	112,063	113,986
Services & Supplies	799,512	576,030	66,211	573,230
Grants / Loans Made	7,372,037	9,309,023	85,000	250,000
Transfers Out	521,045	132,600	249,867	132,600
Total Expenses	8,908,227	10,278,146	513,141	1,069,816
Ending Fund Balance	$ (278,274)	$ 752,939	$ 121,515	$ 227,785

CDBG ECONOMIC DEVELOPMENT LOAN FUND

Activity

This Fund accounts for the Economic Development Block Grant.

FUND: 223

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ (2,516)	$ (2,582)	$ (2,582)	$ -
Revenues				
Revenues	186,623	32,537	2,582	-
Total Revenues	186,623	32,537	2,582	-
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Loans	-	-	-	-
Transfers Out	186,689	34,282	-	-
Total Expenses	186,689	34,282	-	-
Ending Fund Balance	$ (2,582)	$ (4,327)	$ -	$ -

CALHOME GRANT FUND

Activity

This Fund accounts for the CalHome Grant.

FUND: 224

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 72,971	$ 72,971	$ 72,971	$ 89,684
Revenues				
Revenues	130,497	189,541	200,558	202,811
Total Revenues	130,497	189,541	200,558	202,811
Expenses				
Salaries & Benefits	-			
Services & Supplies	-			
Loans Made	-			
Interfund Transfers	130,497	153,000	183,845	153,000
Total Expenses	130,497	153,000	183,845	153,000
Ending Fund Balance	$ 72,971	$ 109,512	$ 89,684	$ 139,495

CITY HOUSING REHAB REVOLVING LOAN FUND

Activity

This Fund accounts for repayment of loans to low and moderate income families. The revenues received for payment are available to fund a variety of activities which benefit the City.

FUND: 225

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 1,370,149	$ 1,406,039	$ 1,406,039	$ 1,102,342
Revenues				
Revenues	666,562	81,014	127,715	39,571
Total Revenues	666,562	81,014	127,715	39,571
Expenses				
Salaries & Benefits			6,533	7,000
Services & Supplies	904	15,300	263,679	151,200
Loans Made	392,046	100,000	161,200	100,000
Capital Outlay	-	-		
Transfers Out	237,722	33,530	-	33,530
Total Expenses	630,672	148,830	431,412	291,730
Ending Fund Balance	$ 1,406,039	$ 1,338,223	$ 1,102,342	$ 850,183

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Activity

This Fund accounts for the Economic Development Block Grant revolving loan fund.

FUND: 226

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 44,244	$ 44,244	$ 44,244	$ 44,244
Revenues				
Revenues	-	-	-	-
Total Revenues	-	-	-	-
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	$ 44,244	$ 44,244	$ 44,244	$ 44,244

CDBG PROGRAM INCOME

Activity

This Fund accounts for Program Income from the Community Development Block Grant.

FUND: 227

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 1,412,171	$ 1,143,389	$ 1,143,389	$ 1,485,465
Revenues				
Revenues	174,614	384,732	117,321	118,494
Transfers In	707,696	114,810	303,099	250,000
Total Revenues	882,310	499,542	420,420	368,494
Expenses				
Salaries & Benefits	23,484	57,630	78,344	79,127
Services & Supplies	884,624	769,292	-	132,000
Loans Made	-	600,000		600,000
Capital Outlay	242,984	-		
Transfers Out	-	-	-	-
Total Expenses	1,151,092	1,426,922	78,344	811,127
Ending Fund Balance	$ 1,143,389	$ 216,009	$ 1,485,465	$ 1,042,832

CAL HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from the Cal Home Revolving Loan Fund.

FUND: 228

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 984,477	$ 508,799	$ 508,799	$ 313,338
Revenues				
Revenues	27,013	34,153	23,987	23,243
Interfund Transfers In	130,497	184,861	193,845	185,000
Total Revenues	157,510	219,014	217,832	208,243
Expenses				
Salaries & Benefits	32,323	2,279	8,500	8,500
Services & Supplies	1,528	5,000	4,793	6,000
Loans Made	599,337	700,000	400,000	400,000
Total Expenses	633,188	707,279	413,293	414,500
Ending Fund Balance	$ 508,799	$ 20,534	$ 313,338	$ 107,081

HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from Home Loans.

FUND: 229

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 539,618	$ 904,014	$ 904,014	$ 1,382,128
Revenues				
Revenues	317,325	495,332	179,138	182,943
Transfers In	87,120	574,742	321,472	
Total Revenues	404,445	1,070,074	500,610	182,943
Expenses				
Salaries & Benefits	36,944	47,497	21,000	22,000
Services & Supplies	3,105	39,755	1,496	13,000
Loans Made	-	700,000		500,000
Transfers Out	-	-	-	-
Total Expenses	40,049	787,252	22,496	535,000
Ending Fund Balance	$ 904,014	$ 1,186,836	$ 1,382,128	$ 1,030,071

USDA RURAL BUSINESS ENTERPRISE REVOLVING FUND

Activity

The Rural Business Enterprises Grants program provides grants for projects that facilitate development of small and emerging rural business and a broad array of related activities.

FUND: 230

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 28,567	$ 29,339	$ 29,339	$ 29,840
Revenues				
Revenues	772	923	501	506
Interfund Transfers	-	-	-	-
Total Revenues	772	923	501	506
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	$ 29,339	$ 30,262	$ 29,840	$ 30,346

CITY REVOLVING LOAN FUND

Activity

This Fund accounts for the City Revolving Loan Fund, including payments of principal and interest. These are City housing funds, not grant funds.

FUND: 231

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 256,745	$ 265,536	$ 265,536	$ 270,084
Revenues				
Revenues	12,502	7,518	4,548	4,593
Transfers In	-	-	-	-
Total Revenues	12,502	7,518	4,548	4,593
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	3,711	-	-	-
Loans Made	-	150,000	-	150,000
Transfers Out	-	-	-	-
Total Expenses	3,711	150,000	-	150,000
Ending Fund Balance	$ 265,536	$ 123,054	$ 270,084	$ 124,677

DEBT SERVICE FUND

Activity

This Fund accounts for activities related to paying the Debt Service on several City loans and the PERS Pension Bond.

FUND: 250

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 168,963	$ 369,249	$ 369,249	$ 362,964
Revenues				
Revenues	1,573,063	1,366,490	1,366,490	1,373,956
Transfers In	-	-	-	-
Total Revenues	1,573,063	1,366,490	1,366,490	1,373,956
Expenses				
Principal retirement	885,000	875,000	885,000	895,000
Interest and fiscal charges	487,777	494,990	487,775	478,956
Total Expenses	1,372,777	1,369,990	1,372,775	1,373,956
Ending Fund Balance	$ 369,249	$ 365,749	$ 362,964	$ 362,964

CAPITAL ASSET REPLACEMENT FUND

Activity

This Fund was established to account for major purchases and replacement of equipment and vehicles for various Departments within the City.

FUND: 300

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 2,042,664	$ 2,751,923	$ 2,751,923	$ 3,206,226
Revenues				
Transfers In	2,350,000	1,000,000	1,000,000	-
Total Revenues	2,350,000	1,000,000	1,000,000	-
Expenses				
Capital Outlay	1,640,741	2,007,000	545,697	700,000
Total Expenses	1,640,741	2,007,000	545,697	700,000
Ending Fund Balance	$ 2,751,923	$ 1,744,923	$ 3,206,226	$ 2,506,226

CAPITAL PROJECTS & IMPROVEMENTS FUND

Activity

This Funds purpose is to account for major renovations and repairs to City infrastructure.

FUND: 301

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 2,538,797	$ 4,225,395	$ 4,225,395	$ 1,076,793
Revenues				
Revenues	-	-	3,181,095	4,850,797
Transfers In	5,496,229	800,000	3,094,978	-
Total Revenues	5,496,229	800,000	6,276,073	4,850,797
Expenses				
Capital Outlay	3,809,631	6,456,154	9,424,675	5,439,998
Total Expenses	3,809,631	6,456,154	9,424,675	5,439,998
Ending Fund Balance	$ 4,225,395	$ (1,430,759)	$ 1,076,793	$ 487,592

CAPITAL PROJECTS FUND

Activity

The Capital Projects Fund was established to provide for new City infrastructure requirements. This fund was closed and consolidated with Fund 301 Capital Improvements and Projects.

FUND: 302

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 153,643	$ -	$ -	$ -
Revenues				
Revenues	3,587	-	-	-
Transfers In	-	-	-	-
Total Revenues	3,587	-	-	-
Expenses				
Services & Supplies	-			
Capital Outlay	157,230	-	-	-
Transfer out			-	
Total Expenses	157,230	-	-	-
Ending Fund Balance	$ -	$ -	$ -	$ -

CAPITAL PROJECTS FUND
(RDA BOND PROCEEDS)

Activity

This Fund was established to account for capital improvements with the excess RDA bond proceeds. Projects must be consistent with the original purpose of the bond proceeds.

FUND: 303

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 1,135,965	$ 92,271	$ 92,271	$ -
Revenues				
Revenues	22,590	-	-	-
Transfers In	-	-	-	-
Total Revenues	22,590	-	-	-
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	1,066,284	92,271	92,271	-
Transfer out to other agency	-	-	-	-
Total Expenses	1,066,284	92,271	92,271	-
Ending Fund Balance	$ 92,271	$ -	$ -	$ -

SEWER FUND

Activity

The Public Works Department oversees the Sewer Fund. This Fund accounts for the activities related to the operation and maintenance of the Sewer Collection System.

FUND: 400

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 14,545,863	$ 14,706,023	$ 14,706,023	$ 15,792,318
Revenues				
Revenues	5,656,982	5,907,842	5,513,073	5,603,968
Transfers In	-			
Total Revenues	5,656,982	5,907,842	5,513,073	5,603,968
Expenses				
Salaries & Benefits	551,713	818,819	798,759	827,723
Services & Supplies	3,576,384	3,984,335	3,263,310	3,479,863
Capital Outlay	1,112,963	152,845	-	3,800,000
Transfers Out	255,762	312,608	364,709	312,608
Total Expenses	5,496,822	5,268,607	4,426,778	8,420,194
Ending Fund Balance	$ 14,706,023	$ 15,345,258	$ 15,792,318	$ 12,976,092

AIRPORT FUND

Activity

The Public Works Department operates, develops and maintains the City's Municipal Airport. The golf course lease and ATC building are included in this Fund.

FUND: 410

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 5,021,197	$ 5,016,475	$ 5,016,475	$ 4,749,248
Revenues				
Revenues	727,173	735,790	717,314	750,506
Transfers In	-	-	-	-
Total Revenues	727,173	735,790	717,314	750,506
Expenses				
Salaries & Benefits	194,236	202,901	240,352	259,428
Services & Supplies	424,835	1,409,409	646,835	1,355,235
Capital Outlay	25,709	-	-	-
Transfers Out	87,115	97,354	97,354	97,354
Total Expenses	731,895	1,709,664	984,541	1,712,017
Ending Fund Balance	$ 5,016,475	$ 4,042,601	$ 4,749,248	$ 3,787,737

STORES REVOLVING FUND

Activity

This Fund accounts for the cost of office and computer supplies, postage and copy machine operation, which are shared by a number of City Departments. This fund will be closed this fiscal year.

FUND: 501

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 11,990	$ 11,990	$ 11,990	$ -
Revenues				
Reimbursements	-	-	-	-
Total Revenues	-	-	-	-
Expenses				
Office Expense	-	-	11,990	-
Transfers Out			-	
Total Expenses	-	-	11,990	-
Ending Fund Balance	$ 11,990	$ 11,990	$ -	$ -

VEHICLE MAINTENANCE FUND

Activity

The Public Works Department provides maintenance services to the City's fleet of vehicles and miscellaneous small equipment. This fund will be closed this fiscal year.

FUND: 502

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Cash Balance	$ 179,171	$ 179,171	$ 179,171	$ -
Revenues				
Revenue	-	-	-	-
Transfers In	-	-	-	-
Total Revenues	-	-	-	-
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Transfers out			179,171	
Total Expenses	-	-	179,171	-
Ending Fund Balance	$ 179,171	$ 179,171	$ -	$ -

WORKERS COMPENSATION
SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Workers' Compensation program to pay for on the job injury claims by City's employees.

FUND: 510

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 739,931	$ 710,766	$ 710,766	$ 874,417
Revenues				
Revenues	375,897	425,051	473,872	417,206
Total Revenues	375,897	425,051	473,872	417,206
Expenses				
Services & Supplies	-	404,484	310,221	404,484
Claims	405,062	10,000		10,000
Transfers Out	-	-	-	-
Total Expenses	405,062	414,484	310,221	414,484
Ending Fund Balance	$ 710,766	$ 721,333	$ 874,417	$ 877,139

UNEMPLOYMENT SELF INSURANCE FUND

Activity

This Fund accounts for Unemployment Insurance claims. Target Fund Balance is no less than twice the prior years claims expense.

FUND: 520

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 172,798	$ 91,714	$ 91,714	$ 92,703
Revenues				
Revenues	28,108	33,855	30,415	37,925
Total Revenues	28,108	33,855	30,415	37,925
Expenses				
Claims	24,522	35,000	29,426	36,414
Transfers Out	84,670	-	-	-
Total Expenses	109,192	35,000	29,426	36,414
Ending Fund Balance	$ 91,714	$ 90,569	$ 92,703	$ 94,214

VISION SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Vision Service Plan.

FUND: 530

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Fund Balance	$ 29,229	$ 12,017	$ 12,017	$ -
Revenues				
Revenues	967	1,324	415	-
Total Revenues	967	1,324	415	-
Expenses				
Services & Supplies	18,179	13,180	12,432	-
Transfers Out	-	-	-	-
Total Expenses	18,179	13,180	12,432	-
Ending Fund Balance	$ 12,017	$ 161	-	$ -

SUCCESSOR AGENCY

Activity

Formerly the Redevelopment Agency Tax Increment Fund. Activities are funded by tax increments as approved by the Oversight Board and the State Department of Finance.

FUND: 560

	2023-24 Actual	2024-25 Budget	2024-25 Projected	2025-26 Adopted
Beginning Cash Balance	$ 2,217,127	$ 2,384,717	$ 2,384,717	$ 2,478,663
Revenues				
Revenues	1,697,899	1,728,138	1,678,748	1,673,636
Transfers In				
Total Revenues	1,697,899	1,728,138	1,678,748	1,673,636
Expenses				
Salaries & Benefits	5,000	5,000	5,000	5,000
Services & Supplies	7,452	9,486	9,486	9,676
Principal retirement	1,135,000	1,250,000	1,250,000	1,315,000
Interest & fiscal agent fees	382,857	322,394	320,316	322,394
Transfers Out	-	-	-	-
Total Expenses	1,530,309	1,586,880	1,584,802	1,652,070
Ending Cash Balance	$ 2,384,717	$ 2,525,975	$ 2,478,663	$ 2,500,229

SUMMARY OF TRANSFERS
FISCAL YEAR 2025-2026

Fund	Account #	Transfer-Out	Transfer-In
General Fund - Police Support	100.1140.4750		170,000
Supplemental Law Enforcement Services	150.1650.9000	120,000	
Public Safety Augmentation	151.1660.9000	50,000	
General Fund - Cost Allocation	100.1300.4750		424,962
Sewer Fund	400.4000.9000	312,608	
Airport Fund	410.4100.9000	97,354	
Supplemental Benefits Fund	120.1480.9000	2,500	
Housing Program Fund	220.2200.9000	12,500	
General Fund - Streets	100.1170.4750		580,094
Gas Tax	113.1470.9000	580,094	
Subtotal Transfers		1,175,056	1,175,056

CITY OF OROVILLE
VEHICLE AND EQUIPMENT DEPARTMENT REQUESTS
For Budget Year 2025 26

Departr	Vehicle/Equipment	Description	New or Replacement	Cost Est.	Capital Asset Repl Fund	Sewer Fund	Other Funds
Police							
	New Patrol Vehicles	4 new patrol vehicles @ 80,000 each	New	320,000.00	320,000.00		
Fire							
	Ladder Truck	Exploring Grant options					
Code Enforcement							
	Ford F350 Truck	4x2 Crew cab w/9ft Rugby Dump Body	New	74,625.72	74,625.72		
Public Works							
	Ford F150 Truck	2025 F150 - Airport Manager	Replacement	55,000.00			55,000.00
Sewer							
Parks							
Streets							
	Paver Trailer	Towmaster T-20T Deck Over Tilt Trailer	New	45,000.00	45,000.00		
	Equipment Trailer	Towmaster T-20T Deck Over Trailer	Replacement	45,000.00	45,000.00		
	Skid Steer	Cat 289D3 Compact Track Loader	New	155,000.00	155,000.00		
	10 Wheeler	Kenworth T880	New	155,000.00	155,000.00		
Mechanics shop							
		Total Cost		849,625.72	794,625.72	-	55,000.00

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT**

RE: **COMMUNITY NAVIGATOR UPDATE**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall receive an update on the City of Oroville Community Navigator.

DISCUSSION

Update report on the Community Navigator progress with the City of Oroville's Code Enforcement Department. This update will cover field activities, connection to services, partnerships, and daily outreach. For further details, see the attached report.

FISCAL IMPACT

None.

ACTION REQUESTED –

None.

ATTACHMENTS

1. Community Navigator Update Report

Community Navigator Update:

In November of 2024 the Community Navigator Program was transferred from the Oroville Police Department to Code Enforcement.

The community navigator currently shares an office with Code Enforcement. The CN has an independent workstation with a computer and a field computer. The CN has a fully marked vehicle utilized for outreach.





Assignment Research and Updates

The Community Navigator researches on updated laws, regulations, service providers, substance abuse programs and services, changes in any services, keeping updated on

new ideas utilized by other city and county governments and non-profits. The CN also researches new training opportunities.

Field Activities:

The Community Navigator conducts outreach in the field contacting the unhoused within city limits. The CN spends time conducting outreach at the Oroville Rescue Mission making contacts with subjects in need of services. The CN conducts outreach at the Hope Center during the most advantageous times and conducts outreach at Jordans Crossing to utilize this service provider for contact transportation and substance use placements. Throughout the day continued outreach in the downtown and outlying areas in the city. The CN conducts specific follow up outreach to unhoused to continue the connection of services and outreach in the city parks with increased visibility and responding to reported problem areas. The CN makes about 25 contacts a day.

Service Connections and Referral Activities:

The Community Navigator refers the Unhoused, individuals at risk of being unhoused and those suffering from substance abuse disorders to relevant service providers within the community such as:

Butte County Behavior Health.

Department of Employment and Social Services.

Butte Cares (Provider of Navigation Services, Cal-Aim services, Enhance Care Management (ECM).

Penuma Health (Provide Navigation Services and additional Enhance Care Management).

Tribal Heath (Qualifying Native individuals) (Provider of medical, enhance care management, and mental health services).

Additional service providers that issue relevant qualifying services to individuals.

Daily Outreach Techniques:

The Community Navigator utilizes best practices counseling techniques such as motivational interviewing. This process reduces ambivalence, encourages change, pre-contemplation (understanding subjects current state of mind), contemplation (use the techniques to get the subject to start thinking about change), action (movement towards change by engaging in services), stabilization (actually getting services in place so the subject can manage their own recovery), and maintenance (set up support system necessary to continue to progress).

Job Reediness and Preparation:

The Community Navigator works on building knowledge of trauma informed approaches and other best practices to navigation outreach and engagement. The Community Navigator currently participates in the Trauma Informed Program. This program is in its infancy with the goal of forming a community care team to provide crisis care reported by public safety.

Non-Profit Outreach:

The City is working towards a memorandum of understanding the Butte County DESS by sharing the Homeless Management Information System. This will increase statistical data and prevent overlapping outreach.

Ongoing contacts with Non-Profits and Service Providers to identify gaps in services and develop innovative solutions to correct deficiencies and increase more favorable outcomes.

Collaborating Partners:

The Community Navigator works closely with Code Enforcement, Public Works, the Police Department and all non-profits.

The Community Navigator is a fluid program that will pivot as needed to meet the needs of the community.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT**

RE: **HOUSING NAVIGATION SERVICES**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider entering into an agreement to provide Housing Navigation Services as described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville.

DISCUSSION

This Memorandum of Understanding establishes Housing Navigation services, policies, and procedures. The purpose of this partnership with Butte County's Department of Employment and Social Services and the City of Oroville is to ensure all individuals and families experiencing homelessness or who are at-risk of homelessness in the Greater Oroville Area have access to needed housing navigation services.

The term of this Memorandum of Understanding is July 1, 2025, to June 30 of 2026.

The Housing Navigator shall report to an assigned location at Oroville City Hall, 1735 Montgomery St, Oroville, CA, at least eighty percent (80%), or a minimum of 32 hours, per week.

DESS shall provide, maintain, and update (as needed) computer hardware and software necessary for the Housing Navigator to perform the duties required. A computer shall be placed at the workstation designated by the City of Oroville.

Services Provided: Outreach services, connection to emergency shelters, housing resources to obtain housing stability, assistance in the removal of barriers to housing, advocation for clients with prospective landlords, work with homeless service providers in the Greater Oroville Area, and Access to Housing and Homeless Information System (HMIS) program enrollment and Coordinated Entry enrollment.

Butte County's Department of Employment and Social Services will provide annual updates to the City of Oroville to include number of people served, general location of contacts, services provided, and outcomes.

The City of Oroville should provide adequate office space with sufficient work area space for the Housing Navigator to perform the required duties. The City will provide the Housing Navigator with access to a space that can be utilized to conduct confidential intakes with clients.

The City of Oroville shall provide at a minimum a desk, locking storage, chair, and data connectivity for Housing Navigator to perform the required duties.

The City of Oroville shall provide employee orientation and training related to the City of Oroville environment to the Housing Navigator.

The City of Oroville shall, within ten (10) days of signing this agreement contact DESS to discuss the implementation of the program, shall attend site and virtual meetings as needed, and compensate DESS according to the Agreement

The Department of Employment and Social Services shall bill City of Oroville in arrears, on a quarterly basis for services provided in the course of the agreement. The billing will indicate services provided and total charges.

FISCAL IMPACT

The City of Oroville shall reimburse Butte County's Department of Employment and Social Services up to a maximum compensation of eighty-five thousand dollars ($85,000) under this MOU in FY 2025/26.

ACTION REQUESTED –

ENTER INTO THE 1-YEAR AGREEMENT TO PROVIDE HOUSING NAVIGATION SERVICES DESCRIBED IN THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN BUTTE COUNTY'S DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES AND THE CITY OF OROVILLE.

ATTACHMENTS

1. Memorandum of Understanding between County of Butte Department of Employment and Social Services and City of Oroville for Housing Navigation Services.

2. Attachment II Description of Services

3. Attachment III Method and Rate of Payment

MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF BUTTE DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
And
CITY OF OROVILLE
For Housing Navigation Services

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of July 1, 2025, by and between the County of Butte, Department of Employment and Social Services, herein referred to as DESS and the City of Oroville herein referred to as City of Oroville, hereinafter referred to individually as "Party" and collectively as "Parties". The purpose of this document is to set forth the types and terms of collaborative services for Housing Navigation Services between DESS and City of Oroville. DESS provides services in the Greater Oroville Area.

WITNESSETH:

WHEREAS, DESS has established Housing Navigation services, policies, and procedures, and City of Oroville with a need for housing navigation services, through this MOU, DESS and City of Oroville, respectively, delegate and accept responsibility for the duties identified herein.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. **PURPOSE**
   The purpose of this collaboration is to ensure that all individuals and families experiencing homelessness or who are at-risk of homelessness in the Greater Oroville Area have access to housing navigation services. The Housing and Homeless team of the Department of Employment and Social Services shall provide housing navigation services to address immediate homelessness challenges in the Greater Oroville Area.

2. **TERM**
   The term of this MOU is July 1, 2025 through June 30, 2026.

3. **FISCAL EXPLANATION**
   The fiscal responsibilities are set forth in Attachment III, Method and Rate of Payment, attached hereto and by this reference incorporated herein.

4. **RESPONSIBILITIES**
   The responsibilities of DESS and City of Oroville are set forth in Attachment II, Description of Services, attached hereto and by this reference incorporated herein.

5. **TERMINATION**
   This MOU may be terminated by either Party upon the giving of thirty (30) days advance written notice of an intention to terminate.

6. **NON-ASSIGNMENT**
   Neither Party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other Party.

7. **RECORDS**
   All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

DESS and City of Oroville shall comply with all applicable laws, rules and regulations related to Continuum of Care Reform (CCR) as directed by the State of California.

9. CONFIDENTIALITY

DESS and City of Oroville shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328 through 5330, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The Parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

DESS agrees, to the extent required by 42 U.S.C. 1320 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information (PHI).

10. NON-DISCRIMINATION

During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations, as set forth in Attachment IV, Assurance of Compliance, attached hereto and by this reference incorporated herein.

11. RELATIONSHIP OF PARTIES

It is understood that this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD PARTY BENEFICIARIES

Both DESS and City of Oroville agree it is their specific intent that no other person or entity shall be a Party to or a third-Party beneficiary of this MOU or an attachment or addenda to this MOU.

13. INDEMNIFICATION

Both DESS and City of Oroville agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to DESS or City of Oroville shall be given to the persons representing the respective Parties at the following addresses:

Department of Employment and Social Services
Name: Wendy Lo
Title: Health and Human Services Program Analyst III
Address: PO BOX 1649 Oroville, CA 95965
Email: wlo@buttecounty.net
Phone: 530.552.6058

City of Oroville
Name: Ron Belser
Title: Code Enforcement Director
Address: 2055 Lincoln Street Oroville, CA 95966
Email: rbelser@oropd.org
Phone: 530.538.2448

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15. PUBLIC RECORDS ACT

Both Parties are aware that this MOU and any documents provided to the other Party related only to this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of both Parties to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the Parties agree with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both Parties. If there are attachments attached hereto, and a conflict exists between the terms of this MOU and any attachment, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

DESS and City of Oroville agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a Party to this MOU to enforce any of the provisions hereof, the prevailing Party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the Parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Butte, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. OTHER DOCUMENTS

The Parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

DESS and City of Oroville and each Party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

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23. ELECTRONIC SIGNATURES

Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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ATTACHMENT II

DESCRIPTION OF SERVICES

Unless indicated otherwise herein, DESS shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

DESS RESPONSBILITIES

DESS shall assign one 1.0 Full Time Equivalent (FTE) Housing Navigator for one (1) year to serve those that are experiencing homelessness; at-risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and recently homeless in the Greater Oroville Area.

The Housing Navigator shall report to an assigned location at Oroville City Hall, 1735 Montgomery St, Oroville, CA, at least eighty percent (80%), or a minimum of 32 hours, per week.

DESS shall be solely responsible in assigning and scheduling the Housing Navigator and shall make a good faith effort to provide coverage during planned and unplanned absences. Such scheduling shall be made in conformance with DESS hours of operation of Monday through Friday from 8 a.m. to 5 p.m. The Housing Navigator may keep alternate hours if agreed upon by the City of Oroville.

DESS shall provide, maintain, and update (as needed) computer hardware and software necessary for the Housing Navigator to perform the duties required. Computer shall be placed at the workstation designated by the City of Oroville.

The Housing Navigator shall conform to reasonable rules and regulations of the City of Oroville that are applicable to all City of Oroville staff.

Housing Navigator will provide the following services while maintaining thorough case documentation:

- Outreach services
- Connection to emergency shelters
- Housing resources to obtain housing stability
- Access to benefit programs
- Case management focused on housing maintenance and stability
- Assistance in the removal of barriers to housing
- Advocating for clients with prospective landlords
- Work with homeless service providers in the Greater Oroville Area
- Access to Housing and Homeless Information System (HMIS) program enrollment and Coordinated Entry enrollment.

DESS will provide quarterly updates to the City of Oroville to include number of persons served, general demographics of persons served, services provided, and outcomes.

CITY OF OROVILLE RESPONSIBILITIES

City of Oroville shall provide adequate office space with sufficient work area space for the Housing Navigator to perform required duties. City of Oroville will provide the Housing Navigator with access to a space that can be utilized to conduct confidential intakes with clients.

City of Oroville shall provide at a minimum a desk, locking storage, chair, and data connectivity for Housing Navigator to perform required duties.

City of Oroville shall provide employee orientation and training related to the City of Oroville environment to Housing Navigator.

City of Oroville shall, within ten (10) days of signing this agreement contact DESS to discuss the implementation of the program, shall attend site and virtual meetings as needed, and compensate DESS according to the Agreement.

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Both parties agree to cooperate in providing information and documents required by regulatory agencies either party may be accountable for in a timely manner.

Maximum amount to be paid for the above-described services are not to exceed the amount identified on the variable information table which matches per “Attachment III – Method and Rate of Payment”.

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ATTACHMENT III

METHOD AND RATE OF PAYMENT

City of Oroville shall reimburse DESS for the delivery of services mentioned in Attachment II – Description of Services, up to a maximum compensation of eighty-five thousand dollars ($85,000) under this MOU in FY 2025/26.

DESS shall bill City of Oroville in arrears, on a quarterly basis for services provided in the course of the Agreement. The claim shall be on a MOU Request for Payment form (mentioned here by reference only) and shall indicate services provided and total charges.

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ATTACHMENT IV

ASSURANCE OF COMPLIANCE

WITH

THE BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY
ASSISTED PROGRAMS

City of Oroville

HEREBY AGREES THAT it will comply with Title VI and VII of the CIVIL Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 ©, (h) (1), (I), and (j); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 –98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80,84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, mental disability, physical disability, medical condition, national origin, race, ancestry, marital status, sexual orientation of any person, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Brian Ring, City Administrator Date

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

CITY OF OROVILLE

Brian Ring, City of Administrator
City of Oroville

Date

DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES

Tiffany Rowe, Director
Department of Employment and Social Services
County of Butte

Date

COUNTY

Sarah MacArthur, Deputy Director
General Services

Date

APPROVED AS TO FORM
Brad J. Stephens
Butte County Counsel

By

Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE

General Services Contracts Division

Date

DRAFT

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **POTENTIAL FEASIBILTY STUDY FOR THE DRAFT 2025 ANNEXATION STRATEGY FOR THE CITY OF OROVILLE**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider authorizing staff to appropriate $49,425.00 to study the feasibility of a series of annexations around the edges of the city, and to develop a systematic plan for annexing those areas deemed feasible.

DISCUSSION

The City has policies in the current General Plan regarding annexation, but Oroville has had no systematic strategy since the island annexations of 2011.

> General Plan Land Use Goal LU-1:
> "Provide for orderly, w Goal LU-1 ell-planned, and balanced growth consistent with the limits imposed by infrastructure and the City's ability to assimilate new growth."
>
> Land Use Policy 1.1:
> "Establish a logical methodology for annexation of land into the City that will reduce "island effects" and provide a more coherent city limit boundary. Annexations shall be coordinated with the appropriate property owners and service providers and in substantial conformance with Butte LAFCO Guidelines."
>
> Land Use policies P1.2 through P1.10 and Actions A1.1 & A1.2
> www.cityoforoville.org/home/showpublisheddocument/12187/635955765376170000
> Page 63 of the PDF.

In recent months there has been some discussion among staff, with several property owners, and with Butte LAFCo about the possibility of annexing several areas adjacent to existing city limits, some of which have not been considered before.

To study whether any -- or all -- of these areas make sense for the city to annex at this time, staff is requesting the council to authorize an appropriation for a feasibility analysis by RSG, Inc. RSG is the same firm that wrote the city's 2006 south Oroville annexation feasibility study. The analysis would include a plan for services, a fiscal impact analysis, an operational assessment, and specific recommendations.

The study's recommendations will be used to refine the attached draft strategy. Staff will then meet with the appropriate affected agencies to discuss constraints, concerns, appropriate levels of service, and phasing. Staff will also work with the County and LAFCo to address interagency agreements and to ensure that the public is informed through a series of seminars and workshops and other comment opportunities.

Staff will continue to work with the Council to receive approval for the required contracts, and to obtain direction in the future development of this plan.

FISCAL IMPACT

The upfront costs for the feasibility study would come from the General Fund and be included in the 2025/26 final budget.

ACTION REQUESTED -

1. **RECEIVE A REPORT ON THE ATTACHED DRAFT 2025 ANNEXATION STRATEGY;**
2. **AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT FOR $49,425 FOR THE FEASIBILITY STUDY;**
3. **ADOPT RESOLUTION NO. 9389; AND**
4. **PROVIDE ADDITIONAL COMMENTS AND DIRECTION.**

ATTACHMENTS

1. Draft 2025 annexation strategy with quote from RSG, Inc.
2. Resolution No. 9389
3. Draft contract with RSG (No. 3552)

DRAFT 2025 OROVILLE ANNEXATION STRATEGY

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SUPPORTING DOCS – available by request

Staff report June 17, 2025 to Council

Annexation Feasibility Study circa 2011

Sample community outreach documents

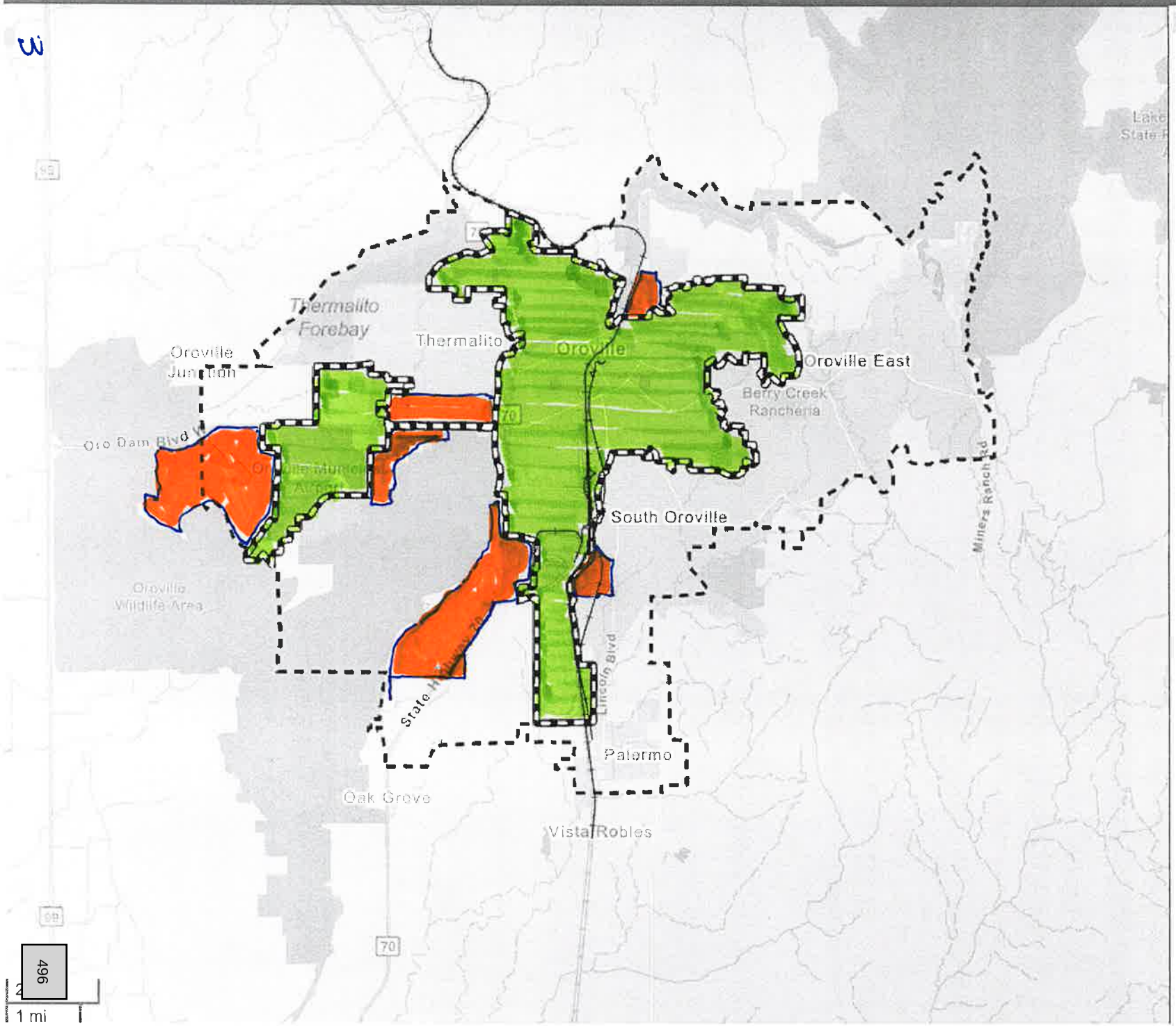
Annexation power point circa 2020

LAFCO annexation process

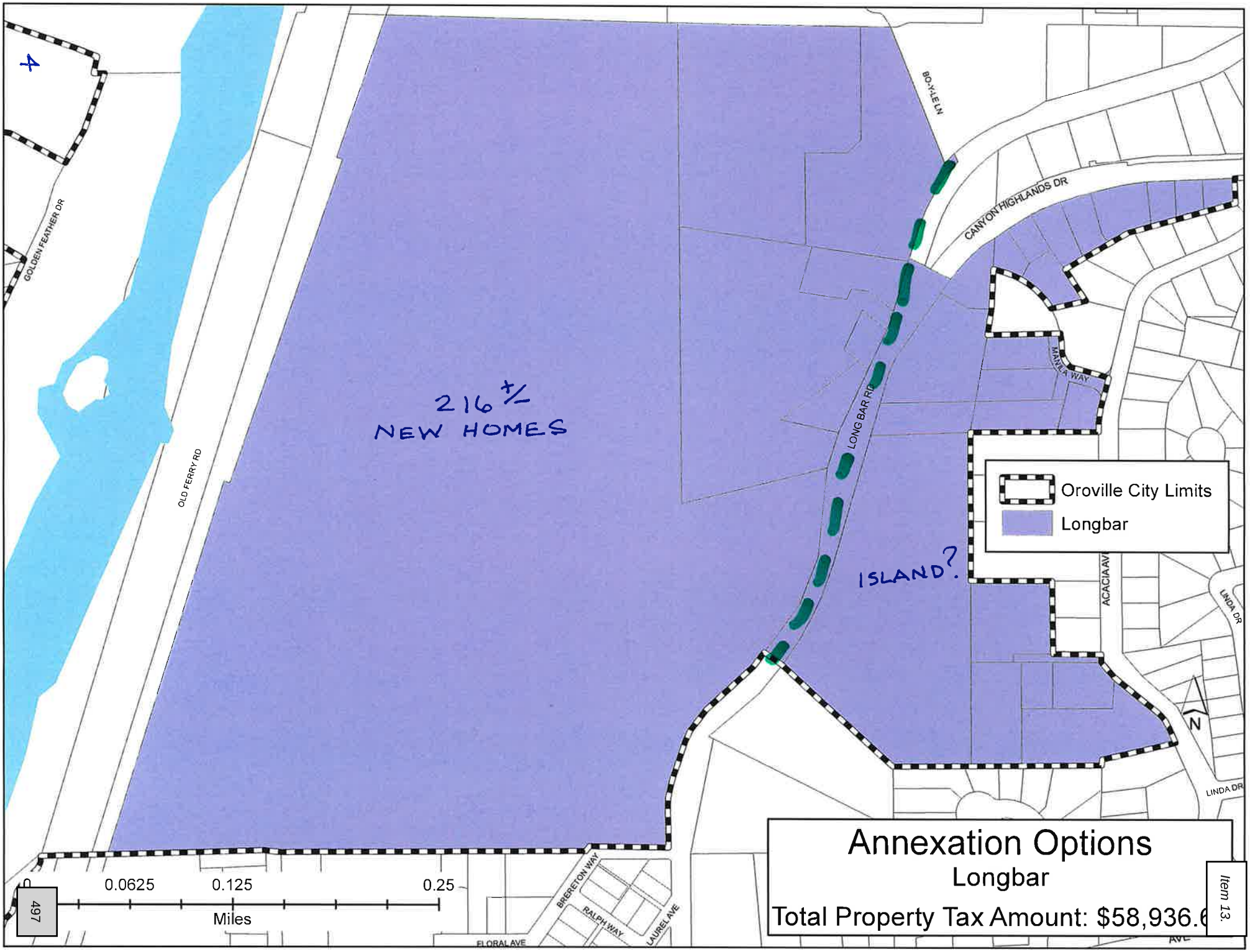
Sample service commitment letter

City of Oroville Annexation Strategy		
Group 1	A) Long Bar	Willing Owner = Brian Wong, future upscale residential
	B)	
	C)	
	D)	
Group 2	A) Rio d Oro + Seidenglanz+W of 70 to the river	c/o Michael S. Warda 209-667-1889, Seidenglanz, Hayes, S&S investments,
	B) Oro Bay + Wilbur + Par 4 Way	Owner interest pending. Wilbur = Tandys. Opposition from Par 4? Wilbur requires sphere change.
	C)	
	D)	
Group 3	A) Thermalito – 3 options	Expect opposition, annexation will eliminate flag
	B)	
	C)	
	D)	
Group 4	A) Ophir-Lincoln	Future home of Yosemite Clean? Vacant except for mini-storage along Lincoln
	B) Thermalito remainder	Expect opposition, long term
	C)	
	D)	

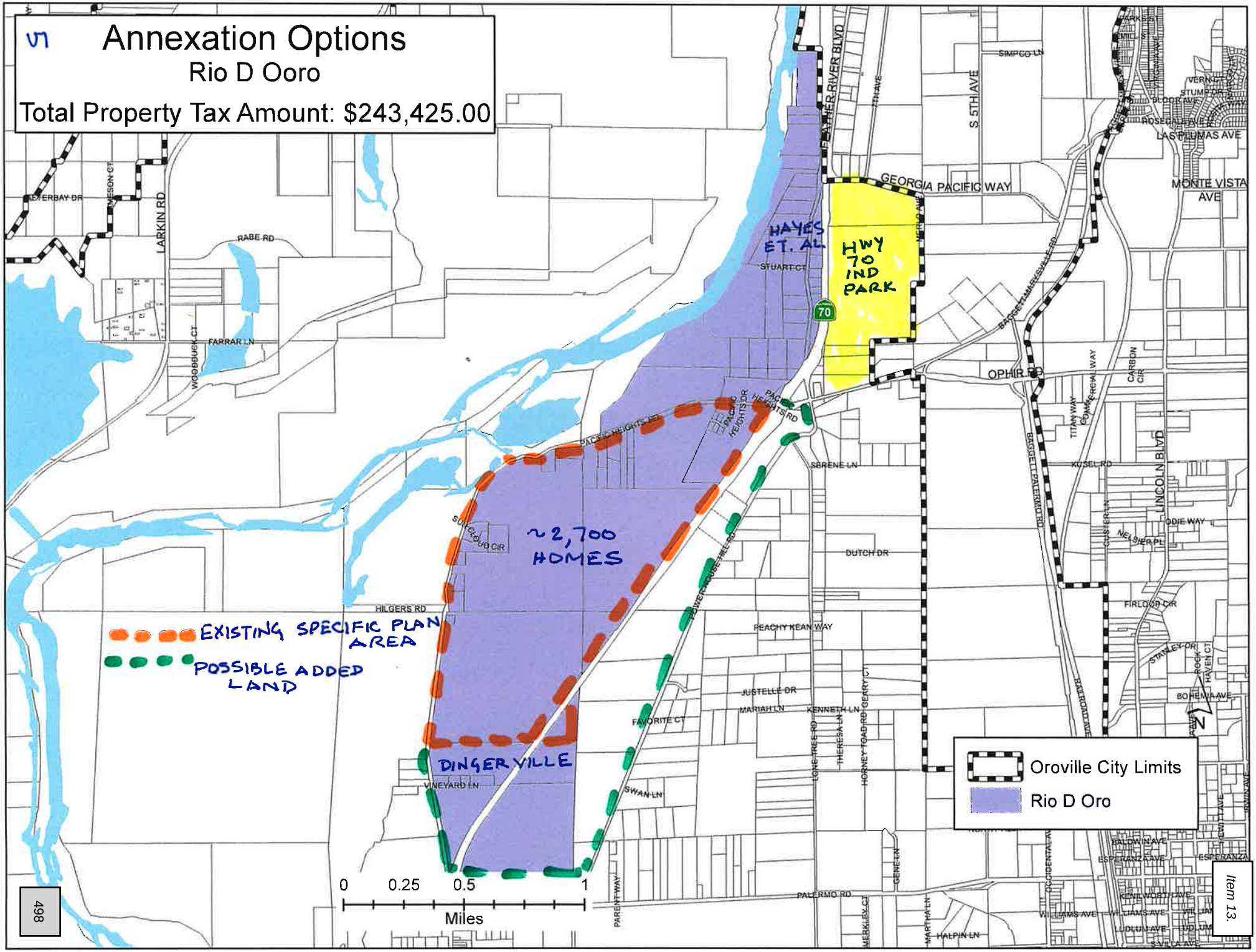
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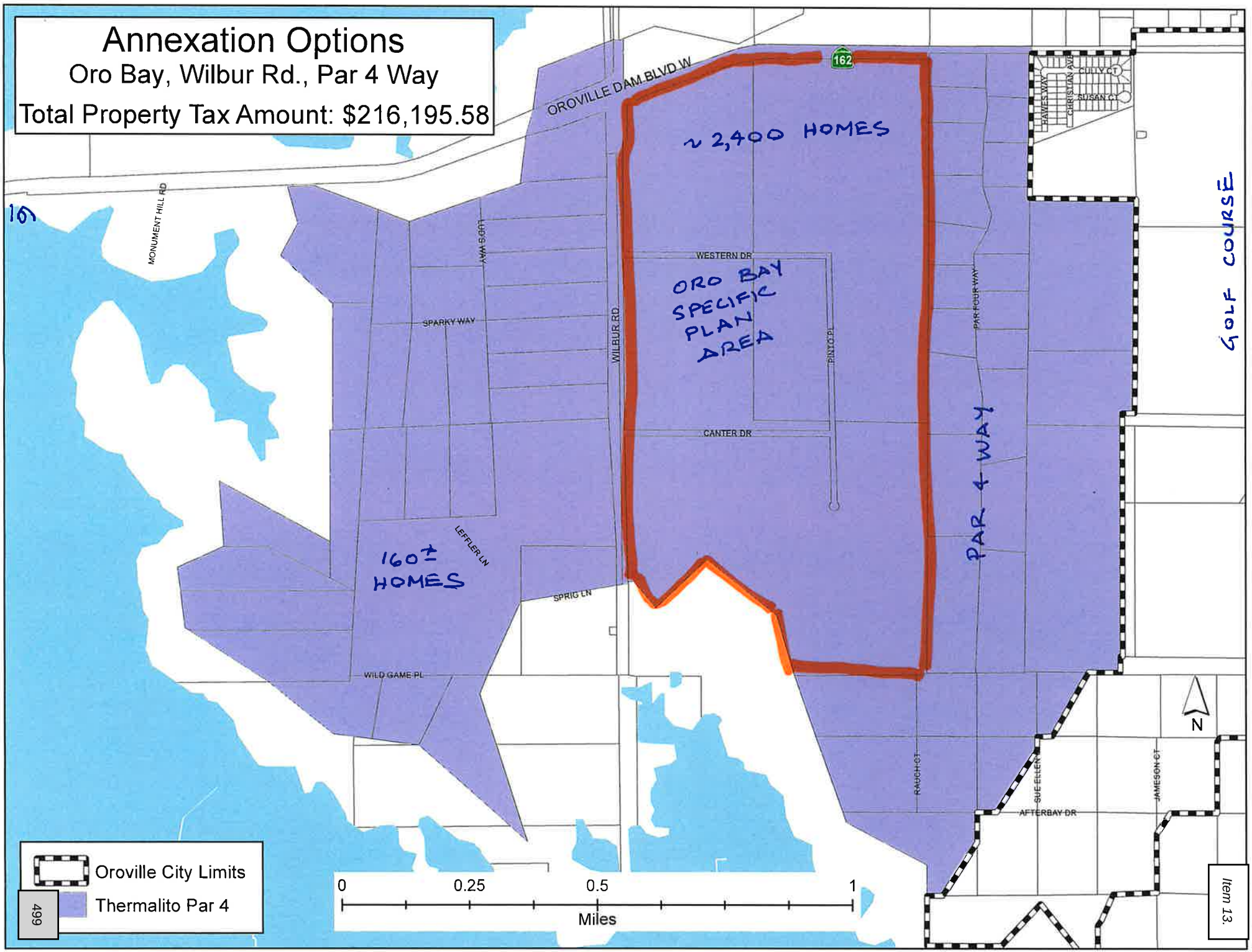

LEGEND
Address
Railroads
Oroville City Limits
Sphere of Influence
Parcels
Thermalito Forebay
Thermalito
Oroville
Oroville East
Oroville Junction
Berry Creek Rancheria
Oro Dam Blvd W
South Oroville
Miners Ranch Rd
Oroville Wildlife Area
State Highway 70
Lincoln Blvd
Palermo
Oak Grove
Vista/Robles
70
99
496
2
1 mi
N

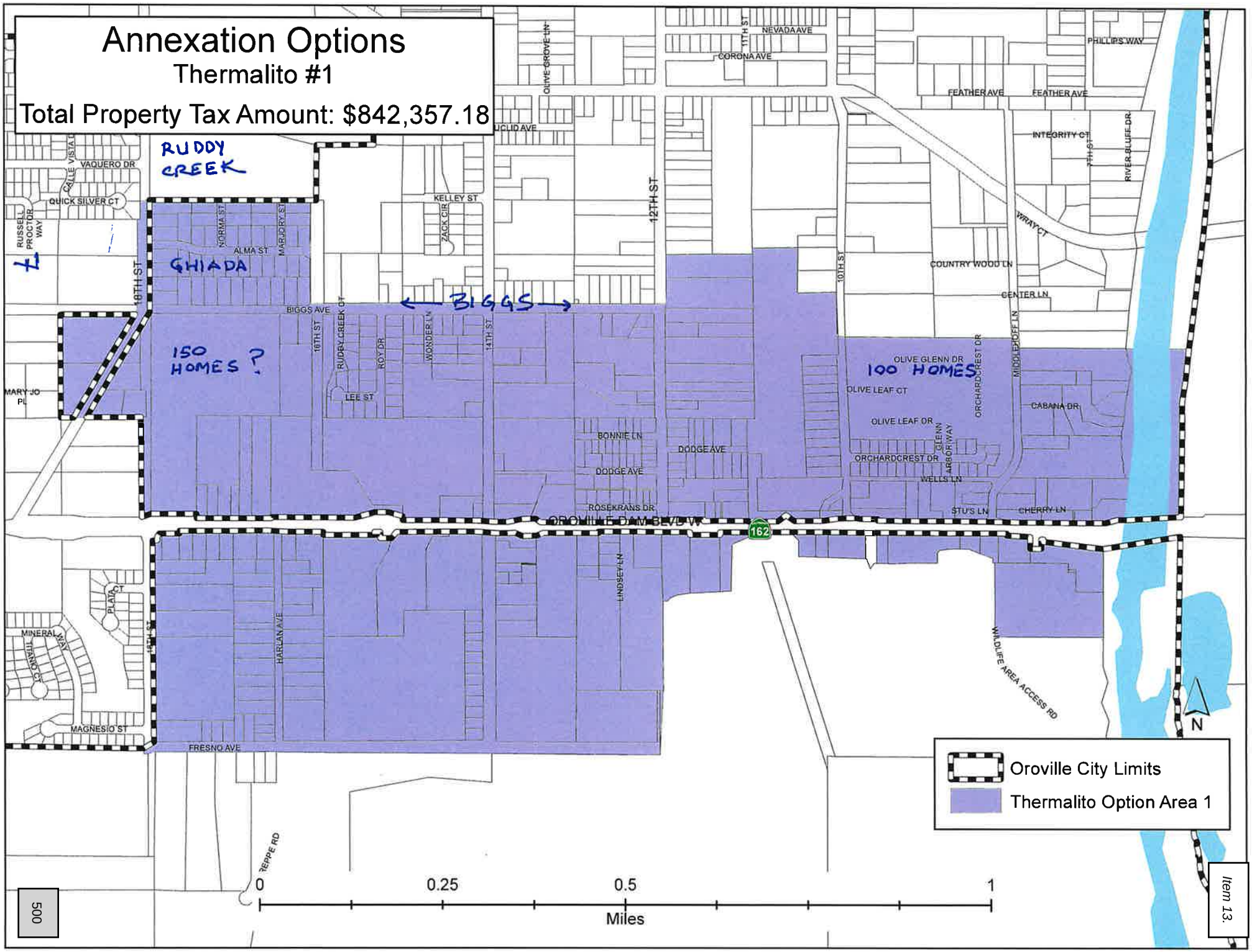
Item 13.

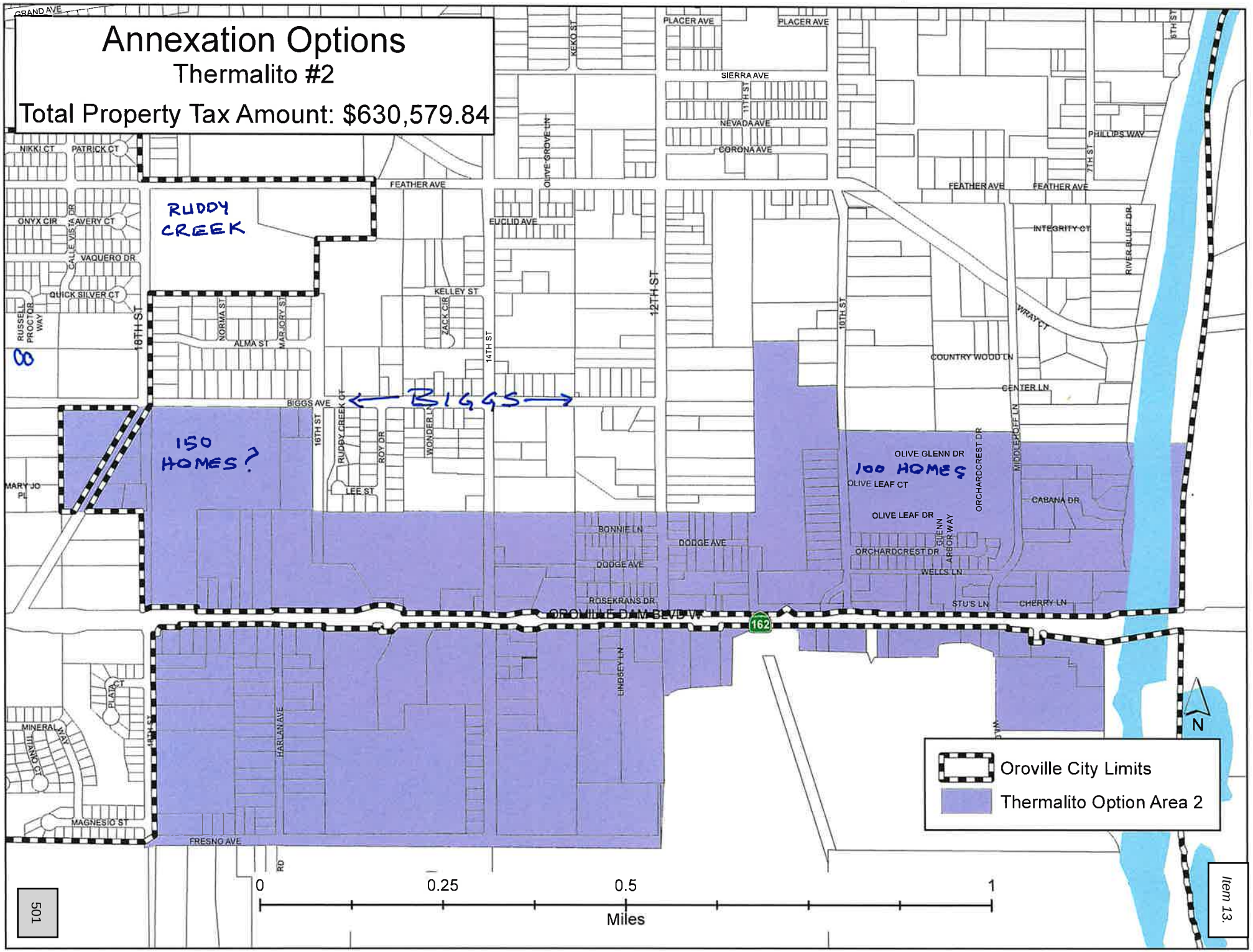

4
GOLDEN FEATHER DR
OLD FERRY RD
BO-Y-LE LN
CANYON HIGHLANDS DR
MANILA WAY
LONG BAR RD
ACACIA AV
LINDA DR
LINDA DR
216 +/-
NEW HOMES
ISLAND?
Oroville City Limits
Longbar
N
BRERETON WAY
RALPH WAY
LAUREL AVE
FLORAL AVE
0.0625
0.125
0.25
Miles
497
Annexation Options
Longbar
Total Property Tax Amount: $58,936.6

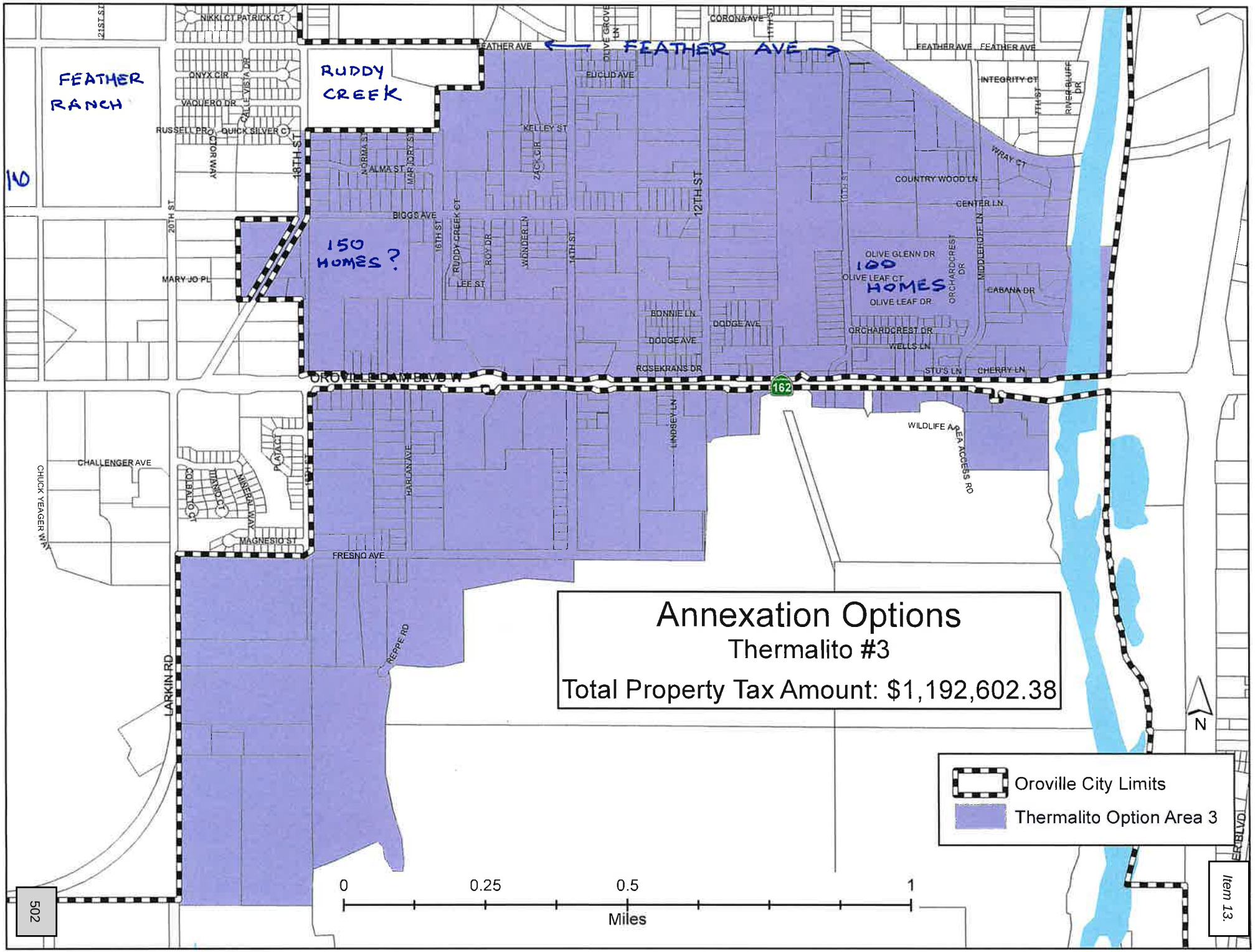
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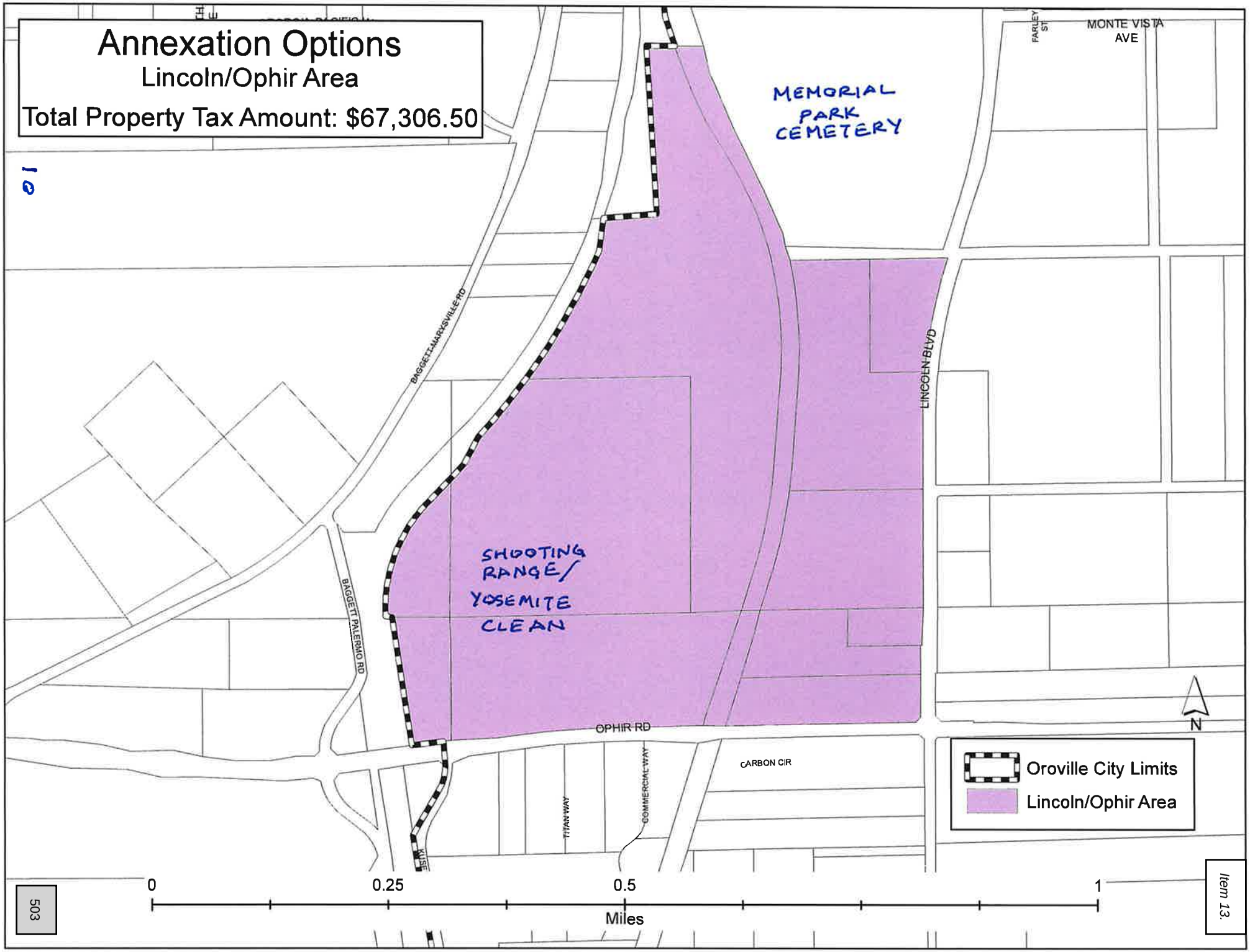

V1
Annexation Options
Rio D Ooro
Total Property Tax Amount: $243,425.00
HAYES ET. AL.
HWY 70 IND PARK
~2,700 HOMES
DINGERVILLE
EXISTING SPECIFIC PLAN AREA
POSSIBLE ADDED LAND
Oroville City Limits
Rio D Oro
0 0.25 0.5 1
Miles
N
GEORGIA PACIFIC WAY
OPHIR RD
LINCOLN BLVD
S 5TH AVE
FEATHER RIVER BLVD
LARKIN RD
RABE RD
FARRAR LN
HILGERS RD
PACIFIC HEIGHTS RD
SERENE LN
DUTCH DR
FEACHY KEAN WAY
JUSTELLE DR
MARIAH LN
KENNETH LN
FAVORITE CT
VINEYARD LN
SWAN LN
PALERMO RD
HALPIN LN
KUSEL RD
FIRLOCK CIR
BOHEMIA AVE
LAS PLUMAS AVE
MONTE VISTA AVE
SIMPCO LN
STUART CT
POWER HOUSE HILL RD
BASSETT-MARESFIELD RD
BASSETT-PALERMO RD
498
Item 13.


Annexation Options
Oro Bay, Wilbur Rd., Par 4 Way
Total Property Tax Amount: $216,195.58
OROVILLE DAM BLVD W
162
MONUMENT HILL RD
LUDS WAY
SPARKY WAY
WILBUR RD
WESTERN DR
PINTO PL
CANTER DR
PAR FOUR WAY
HAWES WAY
CHRISTIAN AVE
CUTY CT
SUSAN CT
~ 2,400 HOMES
ORO BAY SPECIFIC PLAN AREA
PAR 4 WAY
GOLF COURSE
160± HOMES
LEFFLER LN
SPRIG LN
WILD GAME PL
RAUCH CT
SUE ELLEN
JAMESON CT
AFTERBAY DR
N
Oroville City Limits
Thermalito Par 4
0
0.25
0.5
1
Miles
499
Item 13.

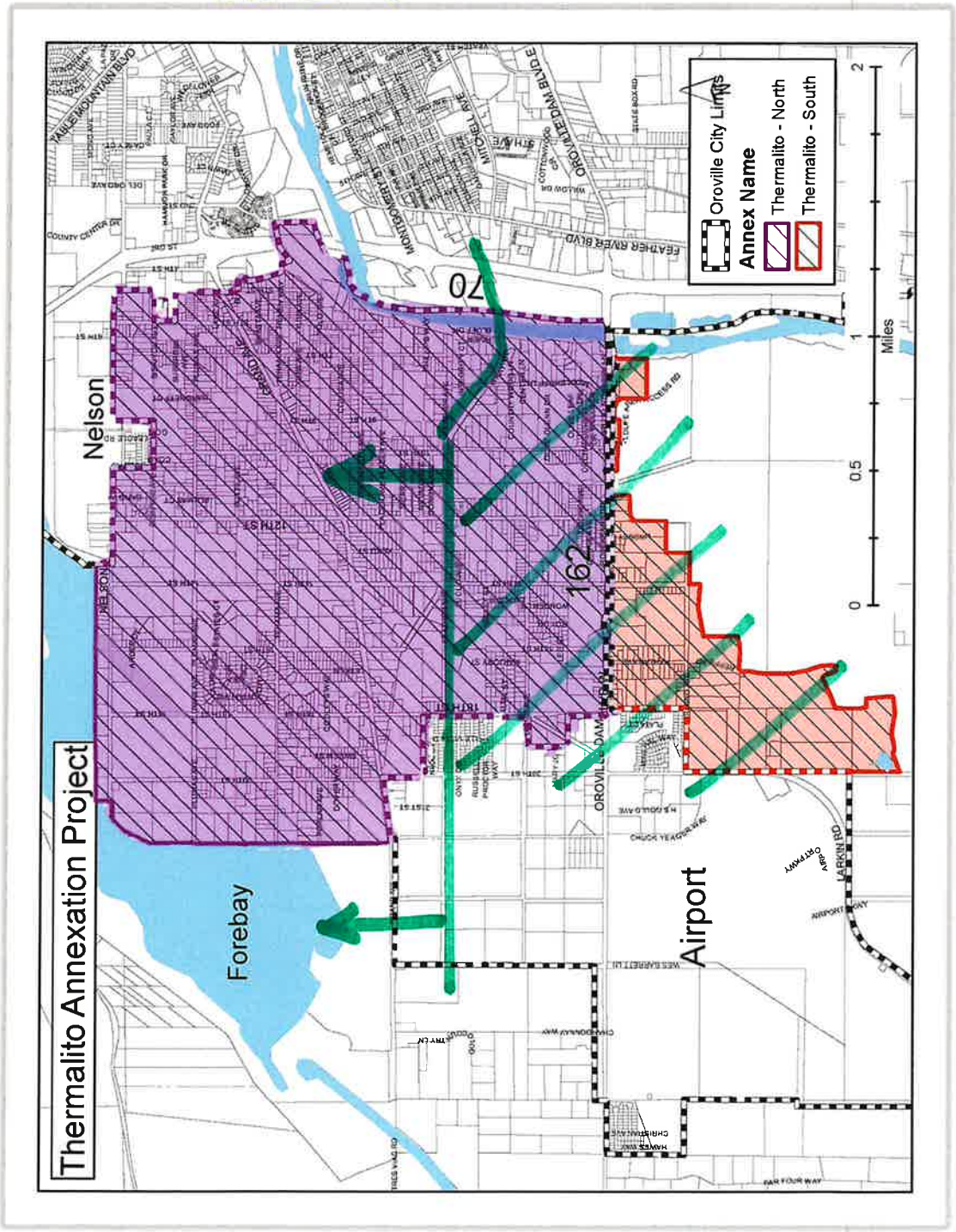

Annexation Options
Thermalito #1
Total Property Tax Amount: $842,357.18
RUDDY CREEK
GHIADA
BIGGS
150 HOMES ?
100 HOMES
OROVILLE DAM BLVD W
162
N
Oroville City Limits
Thermalito Option Area 1
0
0.25
0.5
1
Miles
500
Item 13.


Annexation Options
Thermalito #2
Total Property Tax Amount: $630,579.84
RUDDY CREEK
BIGGS
150 HOMES?
100 HOMES
Oroville City Limits
Thermalito Option Area 2
N
0
0.25
0.5
1
Miles
501
Item 13.


FEATHER RANCH
RUDDY CREEK
FEATHER AVE
FEATHER AVE
150 HOMES?
100 HOMES
OROVILLE DAM BLVD W
162
FRESNO AVE
REPPE RD
LARKIN RD
CHALLENGER AVE
MARY JO PL
BIGGS AVE
ALMA ST
KELLEY ST
EUCLID AVE
CORONA AVE
12TH ST
18TH ST
20TH ST
COUNTRY WOOD LN
CENTER LN
OLIVE GLENN DR
OLIVE LEAF CT
OLIVE LEAF DR
CABANA DR
ORCHARDCREST DR
WELLS LN
BONNIE LN
DODGE AVE
ROSEKRANS DR
STU'S LN
CHERRY LN
WILDLIFE AREA ACCESS RD
INTEGRITY CT
RIVER BLUFF DR
WIRAY CT
MIDDLEHOFF LN
LINDSEY LN
HARLAN AVE
MINERAL WAY
MAGNESIO ST
CHUCK YEAGER WAY
Annexation Options
Thermalito #3
Total Property Tax Amount: $1,192,602.38
N
Oroville City Limits
Thermalito Option Area 3
0
0.25
0.5
1
Miles
10
502
Item 13.


Annexation Options
Lincoln/Ophir Area
Total Property Tax Amount: $67,306.50
MEMORIAL PARK CEMETERY
SHOOTING RANGE/ YOSEMITE CLEAN
MONTE VISTA AVE
FARLEY ST
LINCOLN BLVD
BAGGETT-MARYSVILLE RD
BAGGETT PALERMO RD
OPHIR RD
CARBON CIR
TITAN WAY
COMMERCIAL WAY
KUSE
N
Oroville City Limits
Lincoln/Ophir Area
0
0.25
0.5
1
Miles
503
Item 13.

THERMALITO REMAINDER
AFTER 3 OPTIONS



11

12

ANNEXATION SCREENING FACTORS

	Long Bar Plus	Rio D Oro +	Oro Bay + Wilbur	Thermalito – 3 options	Ophir Lincoln	Thermalito remainder
Will it improve the city's jobs housing balance?	No	Yes	No	No	Yes	No
Good fiscal outcome?	Turns positive if vacant acreage is developed.	Yes	Yes upon development	Negative	Yes upon development	Negative
Are we annexing existing urban development	Vacant and housing	Yes	No	Yes	Partial	Yes
Will service extensions be needed?	Yes	Yes sewer esp.	Yes	No, streets & sidewalks & drainage	Probably	No, streets &sidewalks & drainage
Will services be efficient (is it in MSR)?	Indirect mention	Indirect mention	Yes	Yes	Indirect mention	Yes
Is it in our existing Sphere Plan?	Yes	Yes	Except Wilbur Rd.	Yes	Yes	Yes
Does it conform to the general plan?	Yes	Yes Specific Plan	Yes Specific Plan	Yes	Yes	Yes
Environmental consequences?	Future Project CEQA needed?	Future Project CEQA needed?	Future Project CEQA needed?	No, already developed	No Future Project CEQA exempt?	No, already developed
Is it consistent with LAFCO policies (contiguous, islands, etc.)?	Yes – designed to avoid an island	Yes – designed to stay contiguous	Yes – designed to stay contiguous	Yes	Yes	Yes
Pre-zoning vs existing uses?	OK	OK	Must adjust	OK	OK	OK
Likely protest vote?	Unknown	Unknown	Par 4 Way?	**YES**	Unknown	**YES**

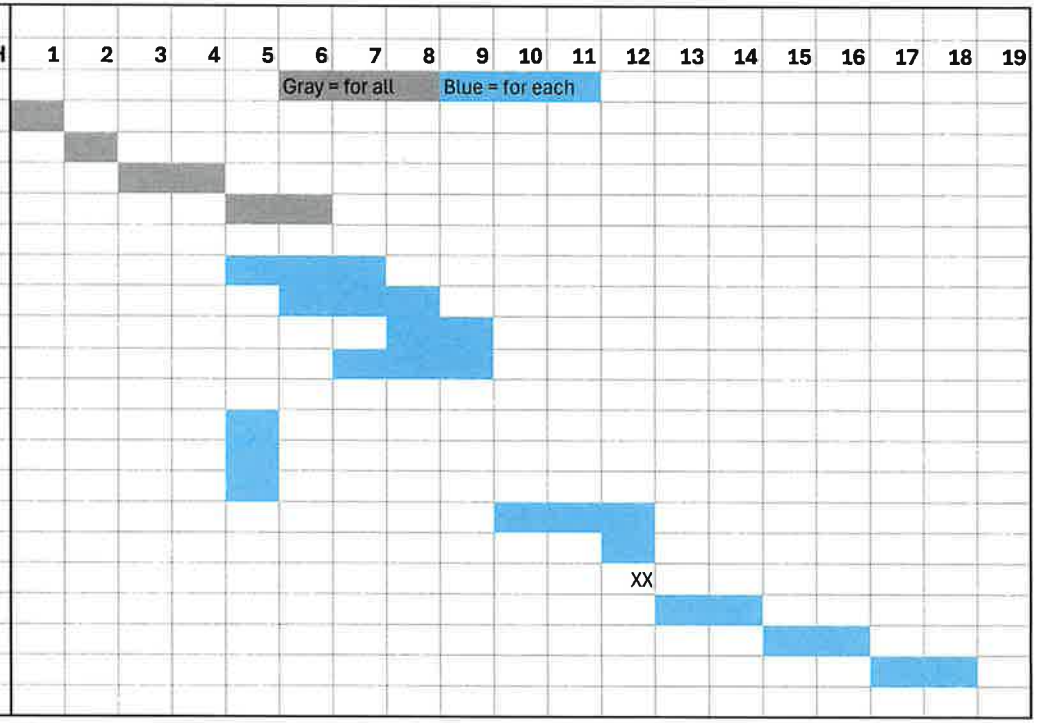
GUESSTIMATE OF FISCAL IMPACTS

	ANNEXATION OPTION	RESID LOTS	COMM LOTS	ALL LOTS	POPUL	JOBS	NET ANNUAL REVENUE*	FUTURE NEW HOMES & ANNUAL SALESTAX POTENTIAL
1	Long Bar Plus	29	0	29	73	0	-$1,800	+ 216 homes **$39,000**
2A	Rio D'Oro & Hwy 70 Ind & Seidenglanz	38	41	79	95	150	**+$3,900**	+ 2,700 homes $ 500,000
2B	Oro Bay, Wilbur, Par Four	33	0	33	83	0	-$2,100	+ 2,400 homes **$430,000**
3A	3 Thermalito mutually exclusive options							
	3A-1 Thermalito along Biggs (#1)	315	74	389	602	50	-$13,200	+250 homes **$45,000**
	3A-2 Thermalito along parcel lines (#2)	241	74	315	787	50	-$17,900	+250 homes **$45,000**
	3A-3 Thermalito along Feather Avenue (#3)	507	75	582	1257	50	-$30,000	+250 homes **$45,000**
4A	NE Ophir to Lincoln	3	8	13	10	20	**+~ $600**	Most likely to be commercial **$++**
4B	Thermalito remainder				~6,000		-$150,000	+250 homes **$45,000**

*Virtually all revenue accrues from commercial development. However, new housing will bring new sales tax revenues

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ANNEXATION SEQUENCE REVISION 0



MSR RELEVANCE

1. Consider in detail Infrastructure capacities
2. Consider in detail service capacities (OPD, Fire, Streets, Parks, etc.)

"Determination 3-16: Annexation Plan

The City should develop a comprehensive annexation plan to provide guidance to its staff, LAFCo, affected local agencies as well as provide the general public within its SOI a reasonable understanding of the City's intention to annex certain areas on a certain schedule. The creation of the Annexation Plan should include public outreach to affected communities and agencies well in advance of adoption or future annexations. Consultation with LAFCo staff is highly recommended." Page 55

"Because many services in the Thermalito area are provided by CSAs and special districts, it is important that the City of Oroville maintain a cooperative relationship with these service providers, including early consultation regarding any potential for change of boundaries and thus impact on the service providers." Page 54

"Note that the City still anticipates annexing in the east as opportunities arise and as individual subdivisions are proposed there." Page 54

ENVIRONMENTAL

Tier off GP EIR to the extent possible.

1. If no active development plans, CEQA is generally exempt.
2. "Reasonably foreseeable development" needs to be considered", including greenfield sites with reasonable future development —biological, cultural, wetlands
3. infrastructure, services esp OPD, Fire – tier off MSR.

SPHERE OF INFLUENCE CHANGE FOR WILBUR ROAD

4. Need a plan for Wilbur Road (see p 18 -19 of LAFCO policies and procedures) https://static1.squarespace.com/static/600886efd4535b44c90320be/t/60663bab853cd04ab4890cdb/1617312683773/Policies+%26+Procedures+-Revised+5-6-2010.pdf

FISCAL SCREENING ASSUMPTIONS AND NOTES:

1. Average net revenue upon annexation of existing development:
   a. From **residential ~ -$25.00 loss** per capita
   b. From **Commercial ~ +$42 gain** per capita
2. Based on Oroville's 2022-2023 actual budget
3. Average population = 2.5 per household
4. Average employment = 30 per acre
5. Annexed residents are already buying in Oroville, so no new net sales tax
6. New residents will be paying new sales tax.
7. Annexed residents will consume 70 - 75% of services because few new facilities will be built, only staffing increases
8. Commercial properties typically consume 50% of normal services costs.
9. General fund only considered. The 1% district tax not considered (it is discretionary). Utility tax not included.
10. Prop tax in lieu of license fees not calculated. Will add revenue based on AV in city limits. ($30 mill/yr now to county)
11. AB8 district taxes not considered, will add revenue.
12. Measure H not considered – all will accrue to the County

		Residential	Com'l	Vacant	Total	
	Acres	1,635	1,046	779	3,460	
2022-2023	Pop/Emp	18,841	11,047			DOF E5 1/1/23; LEHD 2022
REVENUES general fund (excluding 1% Dist Tax)	Serv. Pop	18,841	5,524		24,365	
TAXES ACTUAL						
Property Tax (City Share) $ 4,508,942		$ 2,130,517	$ 1,363,009	$ 1,015,416	$ 4,508,942	
Sales & Use Tax $ 5,903,156						
Franchise Fees $ 1,164,206		$ 900,277	$ 263,929		$ 1,164,206	
Transient Occupancy $ 760,265					$ -	
Utility user tax $ 2,755,038		$ 2,130,463	$ 624,575		$ 2,755,038	
other taxes $ 67,560		$ 52,244	$ 15,316		$ 67,560	
TOTAL TAXES $ 15,159,167		$ 5,213,501	$ 2,266,829	$ 1,015,416	$ 8,495,746	
					$ -	
LICENSES, PERMITS, FRANCHISES					$ -	
LICENSES, PERMITS, FRANCHISES $ 85,397		$ 66,037	$ 19,360		$ 85,397	
permits $ 580,340					$ -	
SUBTOTAL $ 665,737		$ 66,037	$ 19,360		$ 85,397	
OTHER REVENUE					$ -	
Fines & forfeitures $ 62,979		$ 48,701	$ 14,278		$ 62,979	
Interest, rents, concessions $ 637,940		$ 493,317	$ 144,623		$ 637,940	
Intergovernmental $ 475,792		$ 475,792			$ 475,792	
Charges for services $ 483,333		$ 373,760	$ 109,573		$ 483,333	
Other Revenues $ 4,940,991		$ 3,820,855	$ 1,120,136		$ 4,940,991	
Operating Transfers in $ 2,566,347		$ 1,984,549	$ 581,798		$ 2,566,347	
					$ -	
SUBTOTAL $ 9,167,382		$ 7,196,974	$ 1,970,408		$ 9,167,382	
TOTAL GENERAL FUND REVENUE $ 24,992,286		$ 12,476,513	$ 4,256,596	$ 1,015,416	$ 17,748,525	
EXPENDITURES						
GENERAL GOVERNMENT						
City Council $ 293,972		$ 170,496	$ 49,983		$ 220,479	$ 220,479
Administration $ 572,058		$ 331,778	$ 97,265		$ 429,044	$ 429,044
City Attorney $ 349,011		$ 202,417	$ 59,341		$ 261,758	$ 261,758
Admin services $ 1,462,307		$ 848,098	$ 248,632		$ 1,096,730	$ 1,096,730
Finance $ 1,197,519		$ 694,529	$ 203,611		$ 898,139	$ 898,139
Building Department $ 1,104,875		$ 304,216	$ 89,185		$ 393,401	$ 393,401
POLICE DEPARTMENT $ 5,791,006		$ 3,358,627	$ 984,628		$ 4,343,255	$ 4,343,255
FIRE DEPARTMENT $ 5,265,631		$ 3,053,923	$ 895,300		$ 3,949,223	$ 3,949,223
Planning $ 626,329		$ 363,254	$ 106,493		$ 469,747	$ 469,747
PUBLIC WORKS		$ -	$ -		$ -	$ -
Engineering $ -		$ -	$ -		$ -	$ -
Streets Maintenance $ 1,065,629		$ 618,036	$ 181,186		$ 799,222	$ 799,222
Parks Maintenance $ 1,269,674		$ 736,377	$ 215,879		$ 952,256	$ 952,256
Vehicles $ 659,631		$ 382,568	$ 112,155		$ 494,723	$ 494,723
Admin $ 345,455		$ 200,355	$ 58,737		$ 259,091	$ 259,091
Code Enforcement $ 227,156		$ 131,744	$ 38,623		$ 170,367	$ 170,367
GENERAL GOVERNMENT NON DEPT $ 2,677,859		$ 1,553,086	$ 455,309		$ 2,008,394	$ 2,008,394
SUBTOTAL $ 22,908,112		$ 12,949,503	$ 3,796,326	$ -	$ 16,745,829	$ 16,745,829

Source: City final budget 2022-2023

	Net Per Capita	$ (25)	$ 42

ANNEXATION ADJUSTMENTS	
delete sales tax revenue, alreading getting pre-annexation	$ 5,903,156
ADD SALES TAX FROM JUST PASSED Measure H	$ -
subtract property tax via cost sharing @ 42% to county	$ 1,893,756
SUBTOTAL net REVENUE	$ 17,195,374
net costs @ 75% due to staff only increases	$ 17,181,084
NET REVENUE FOR ANNEXED RESIDENTIAL	$ 14,290
for individual annexation options see other worksheets	
Net costs commercial/industrial 50% avg	$ 11,454,056
NET REVENUE FOR ANNEXED COMMERCIAL	$ 5,741,318

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RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

June 6, 2025

Via Electronic Mail
wervin@cityoforoville.org

Wes Ervin, City Planner
CITY OF OROVILLE
1735 Montgomery Street
Oroville, CA 95965

SCOPE OF SERVICES AND FEE PROPOSAL
ANNEXATION STUDY

Dear Mr. Ervin:

At your request, RSG, Inc. ("RSG") has prepared this work program to prepare an annexation study for portions of the Oroville sphere of influence ("Study Area") for the City of Oroville ("City"). The purpose of the study is to enable the City to plan for future annexations, which may be done in phases by the City.

RSG previously prepared an annexation study for what was known as the South Oroville area, which ultimately led to the 2015 annexation of the southside neighborhood, which was the largest annexation into the City in recent years.

UNDERSTANDING OF ASSIGNMENT

The Oroville SOI was most recently reviewed by the Butte Local Agency Formation Commission ("LAFCO") in 2024. According to the Municipal Services Review, the City's SOI is approximately 41 square miles, which is substantially larger than the City limits at about 13.85 square miles. In recent years, the City has grown largely in annexed areas, due primarily due to relative home affordability and migration from Paradise residents displaced after the Camp Fire, and the MSR indicated that this trend is likely to continue.

Since the MSR was prepared, the City reviewed the SOI and in an internal document dated May 15, 2025, mapped and inventoried several areas where they may be interested in pursuing annexation (which incidentally differs from the list of areas in the MSR). These areas include the following:

1. Long Bar Plus (29 lots),
2. Rio D'Oro & Hwy 70 Ind & Seidenglanz (79 lots),
3. Oro Bay, Wilbur, Par Four (33 lots)
4. Thermalito Area:
   a. Thermalito along Biggs (389 lots),
   b. Thermalito along parcel lines (315 lots), or
   c. Thermalito along Feather Avenue (582 lots),

5. NE Ophir to Lincoln (10 lots), and
6. Thermalito remainder (unknown number of lots).

Some of these areas are populated by low-income and minority populations. LAFCO emphasized that future annexations need to be done strategically to prevent negative impact on these communities. More specifically, in the MSR, LAFCO requested that the City develop an annexation plan to guide LAFCO and the City, as well as the general public.

As part of this annexation plan, the City is seeking a technical study of these study areas that would evaluate current services and providers, create a plan for services upon annexation, and inform the City of the fiscal implications of annexation. Accordingly, this letter of proposal outlines RSG's work program and associated fees for your consideration.

SCOPE OF SERVICES

The organizational study aims to:

- Evaluate the current organizational structure, staffing levels, and position classifications
- Assess operational efficiency and effectiveness
- Identify strengths, weaknesses, opportunities, and threats (SWOT analysis)
- Analyze workload distribution and resource allocation
- Compare practices with industry standards and best practices
- Develop recommendations for organizational improvements
- Create an implementation strategy for recommended changes

Project Kickoff

- Collect tax roll, GIS files, business, demographic, and budget data, MSR relevant agency info
- Review and refine City's internal analysis, develop agenda for client kickoff
- In-person project kickoff and site visit
- Transmit recap to client including schedule and milestone target dates

Collect Current Baseline Conditions and Compile Plan for Services Matrix

- Evaluate City/County master or recent property tax exchange agreement
- Confer with County CAO and Butte LAFCO on approach and assistance needed
- Evaluate out-of-area service agreements, services, and current service providers
- Prepare existing and planned service provider matrix for study area
- Quantify existing and planned service levels and standards for study area

Prepare Annexation Fiscal Impact Analysis

- Analyze expenditure detail reports from City to ascertain direct and indirect cost impacts
- Develop revenue estimates and forecast operating and capital budgets for 10 year period
- One virtual check in meeting with client to discuss progress and any issues

Operational Assessment

- Job task analysis for all positions within the division
- Time allocation study to determine how staff time is distributed
- Process mapping of key operational workflows and service delivery
- Space utilization and equipment/asset inventory assessment
- Technology systems evaluation

Prepare Report and Formulate Annexation Strategy with Recommendations for Addressing Needs

- Draft study including exec summary, methodology, assumptions, findings, and recommendations
- Route draft study to client for administrative review and finalize study after one round of comments

Presentation to City Council

- Coordinate and prepare for City Council presentation
- Attend and present findings at City Council meeting (tentatively Sep 2)

PROJECT TIMELINE

The organizational study will be conducted over a 8-10 week period. Assuming a start date of no later than July 1, 2025, we plan to have a draft report to the client by mid August and present our findings to the City Council at their regularly scheduled meeting on September 2, 2025.

FEE ESTIMATE

RSG is proposing to bill for these services on a time-and-materials basis for a fee not to exceed $49,425, inclusive of two in person meetings. RSG would charge for these services based on our hourly rate schedule:

Principal	$305
Director	$295
Senior Associate	$250
Associate	$205
Senior Analyst	$185
Analyst	$170
Research Assistant	$145
Technician	$120
Clerical	$100

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services and overnight shipping/express mail costs. We also charge for copies of reports, documents, notices, and support material in excess of five copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended, and the hourly rate.

Please let me know if you have any questions or refinements to this proposal.

Sincerely,
RSG, Inc.



Jim Simon
President/Principal

CITY OF OROVILLE
RESOLUTION NO. 9389

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING STAFF TO PROCEED WITH THE DEVELOPMENT AND IMPLEMENTATION OF A SYSTEMATIC ANNEXATION STRATEGY

WHEREAS, City staff will continue to gather the information necessary for the development of a fiscally responsible and feasible annexation strategy; and

WHEREAS, City staff has recognized existing annexation issues and will work cooperatively with residents and local agencies to address these issues; and

WHEREAS, City staff will work with consultants and other agencies to assess the feasibility of certain annexation areas and to develop a strategy and timeline.

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

1. Oroville City staff is hereby authorized to proceed with the development and implementation of a comprehensive annexation strategy, subject to the approval of the city council.
2. The City administrator is authorized to execute a contract for a feasibility analysis.
3. The city council appropriates $49,425.00 for the feasibility analysis.
4. The City Clerk shall attest to the adoption of this resolution.

PASSED AND ADOPTED by the Oroville City Council at an adjourned meeting held on June 17, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

ATTEST:

_____
Brian Ring, City Clerk

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 24th day of June, 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 RSG, Inc. of 170 Eucalyptus Avenue, Suite 200, Vista, CA (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY has selected CONTRACTOR as the preferred service provider;

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

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on 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 $49,425.00 for services provided pursuant to this Agreement as described in "Exhibit A, the RSG Proposal." 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, Wes Ervin, City Planner, shall serve as the CITY's representative for the administration

of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Jim Simon ,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) 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 attorney's fees, expert fees and all other costs and expenses

of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

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

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

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

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

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence 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 DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The

CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

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

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR’s employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONTRACTOR confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONTRACTOR is understood to be outside the scope of the usual course of business carried out by the CITY; and

C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

If CONTRACTOR, at any time comes to believe that they are an employee and not an independent contractor, CONTRACTOR shall immediately notify the CITY of such belief. All work to be performed by CONTRACTOR under this Agreement shall be immediately suspended. Contractor agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the Contractor's designation as an independent contractor and not as an employee of the Company. Contractor waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that Contractor was misclassified as an independent contractor unless such indemnification is prohibited by law. In the event CONTRACTOR notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

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:
RSG, Inc. 170 Eucalyptus Avenue,
Vista, California, 92084
Attention: Jim Simon

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. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.
During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following: 1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. 2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under. 3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities. 4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

19. FEDERAL LOBBYING RESTRICTIONS

United States Code §1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents. A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the proposal. Standard Form - LLL, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal shall constitute signature of the Certification. The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer. The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes: 1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or 2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or 3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

20. DRUG-FREE WORKPLACE

Contactor, by signing this agreement, hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all Contracts and Subcontracts of $100,000 or more.

21. 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.

22. 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.

23. 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.

24. 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 ____ day of _____, 2025.

CONTRACTOR:

_____
Jim Simon, President

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

Via Electronic Mail
June 6, 2025 wervin@cityoforoville.org

Wes Ervin, City Planner
CITY OF OROVILLE
1735 Montgomery Street
Oroville, CA 95965

SCOPE OF SERVICES AND FEE PROPOSAL
ANNEXATION STUDY

Dear Mr. Ervin:

At your request, RSG, Inc. ("RSG") has prepared this work program to prepare an annexation study for portions of the Oroville sphere of influence ("Study Area") for the City of Oroville ("City"). The purpose of the study is to enable the City to plan for future annexations, which may be done in phases by the City.

RSG previously prepared an annexation study for what was known as the South Oroville area, which ultimately led to the 2015 annexation of the southside neighborhood, which was the largest annexation into the City in recent years.

UNDERSTANDING OF ASSIGNMENT

The Oroville SOI was most recently reviewed by the Butte Local Agency Formation Commission ("LAFCO") in 2024. According to the Municipal Services Review, the City's SOI is approximately 41 square miles, which is substantially larger than the City limits at about 13.85 square miles. In recent years, the City has grown largely in annexed areas, due primarily due to relative home affordability and migration from Paradise residents displaced after the Camp Fire, and the MSR indicated that this trend is likely to continue.

Since the MSR was prepared, the City reviewed the SOI and in an internal document dated May 15, 2025, mapped and inventoried several areas where they may be interested in pursuing annexation (which incidentally differs from the list of areas in the MSR). These areas include the following:

1. Long Bar Plus (29 lots),
2. Rio D'Oro & Hwy 70 Ind & Seidenglanz (79 lots),
3. Oro Bay, Wilbur, Par Four (33 lots)
4. Thermalito Area:
   a. Thermalito along Biggs (389 lots),
   b. Thermalito along parcel lines (315 lots), or
   c. Thermalito along Feather Avenue (582 lots),

5. NE Ophir to Lincoln (10 lots), and
6. Thermalito remainder (unknown number of lots).

Some of these areas are populated by low-income and minority populations. LAFCO emphasized that future annexations need to be done strategically to prevent negative impact on these communities. More specifically, in the MSR, LAFCO requested that the City develop an annexation plan to guide LAFCO and the City, as well as the general public.

As part of this annexation plan, the City is seeking a technical study of these study areas that would evaluate current services and providers, create a plan for services upon annexation, and inform the City of the fiscal implications of annexation. Accordingly, this letter of proposal outlines RSG's work program and associated fees for your consideration.

SCOPE OF SERVICES

The organizational study aims to:

- Evaluate the current organizational structure, staffing levels, and position classifications
- Assess operational efficiency and effectiveness
- Identify strengths, weaknesses, opportunities, and threats (SWOT analysis)
- Analyze workload distribution and resource allocation
- Compare practices with industry standards and best practices
- Develop recommendations for organizational improvements
- Create an implementation strategy for recommended changes

Project Kickoff

- Collect tax roll, GIS files, business, demographic, and budget data, MSR relevant agency info
- Review and refine City's internal analysis, develop agenda for client kickoff
- In-person project kickoff and site visit
- Transmit recap to client including schedule and milestone target dates

Collect Current Baseline Conditions and Compile Plan for Services Matrix

- Evaluate City/County master or recent property tax exchange agreement
- Confer with County CAO and Butte LAFCO on approach and assistance needed
- Evaluate out-of-area service agreements, services, and current service providers
- Prepare existing and planned service provider matrix for study area
- Quantify existing and planned service levels and standards for study area

Prepare Annexation Fiscal Impact Analysis

- Analyze expenditure detail reports from City to ascertain direct and indirect cost impacts
- Develop revenue estimates and forecast operating and capital budgets for 10 year period
- One virtual check in meeting with client to discuss progress and any issues

Operational Assessment

- Job task analysis for all positions within the division
- Time allocation study to determine how staff time is distributed
- Process mapping of key operational workflows and service delivery
- Space utilization and equipment/asset inventory assessment
- Technology systems evaluation

Prepare Report and Formulate Annexation Strategy with Recommendations for Addressing Needs

- Draft study including exec summary, methodology, assumptions, findings, and recommendations
- Route draft study to client for administrative review and finalize study after one round of comments

Presentation to City Council

- Coordinate and prepare for City Council presentation
- Attend and present findings at City Council meeting (tentatively Sep 2)

PROJECT TIMELINE

The organizational study will be conducted over a 8-10 week period. Assuming a start date of no later than July 1, 2025, we plan to have a draft report to the client by mid August and present our findings to the City Council at their regularly scheduled meeting on September 2, 2025.

FEE ESTIMATE

RSG is proposing to bill for these services on a time-and-materials basis for a fee not to exceed $49,425, inclusive of two in person meetings. RSG would charge for these services based on our hourly rate schedule:

Principal	$305
Director	$295
Senior Associate	$250
Associate	$205
Senior Analyst	$185
Analyst	$170
Research Assistant	$145
Technician	$120
Clerical	$100

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services and overnight shipping/express mail costs. We also charge for copies of reports, documents, notices, and support material in excess of five copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended, and the hourly rate.

Please let me know if you have any questions or refinements to this proposal.

Sincerely,
RSG, Inc.



Jim Simon
President/Principal

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **ADOPTION OF RESOLUTION AUTHORIZING THE CITY OF OROVILLE TO JOIN PIONEER COMMUNITY ENERGY AND EXECUTE THE JOINT POWERS AGREEMENT**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider providing direction to the City Administrator to execute the Amended and Restated Joint Powers Agreement (JPA) for Pioneer Community Energy. Execution of the JPA will allow the City of Oroville to become a Voting Member of the Pioneer Joint Powers Authority and participate in the Community Choice Aggregation (CCA) program administered by Pioneer.

DISCUSSION

Pioneer Community Energy is a Joint Powers Authority established in 2015 to operate a Community Choice Aggregation (CCA) program that enables local jurisdictions to procure electricity on behalf of their residents and businesses. The City of Oroville previously adopted an ordinance to participate in a CCA program, with the understanding that staff would return to the Council for final approval to join the Pioneer JPA once eligibility and terms were confirmed.

Joining Pioneer as a Voting Member will allow the City of Oroville to:

- **Provide cleaner, competitively priced electricity** to its residents and businesses
- **Participate in governance** through representation on the Pioneer Board of Directors
- **Pursue energy-related programs** such as local generation, energy resilience, and efficiency projects in partnership with Pioneer

The JPA outlines the governance structure, responsibilities, and withdrawal provisions for member agencies. Should Oroville choose to exit the agreement in the future, the JPA provides a clear withdrawal process requiring 12 months' notice, effective at the start of Pioneer's fiscal year, and outlines terms to ensure equitable treatment regarding costs incurred on the City's behalf.

Staff has reviewed the JPA and determined that it provides flexibility for local initiatives, including opportunities to explore microgrid development or other energy innovations, in coordination with or through Pioneer.

FISCAL IMPACT

There is no immediate fiscal impact from executing the JPA. Implementation costs for CCA operations are funded through customer revenues collected by Pioneer. Participation may result in long-term cost savings, improved energy program access, and local economic benefits.

ACTION REQUESTED -

DIRECT THE CITY ADMINISTRATOR TO EXECUTE THE AMENDED AND RESTATED JOINT POWERS AGREEMENT, ALLOWING THE CITY OF OROVILLE TO BECOME A VOTING MEMBER OF PIONEER COMMUNITY ENERGY.

ATTACHMENTS

1. Resolution – Authorizing City Membership in Pioneer Community Energy
2. Amended and Restated Joint Powers Agreement No. 3553 Pioneer Community Energy –
3. Joint Powers Agreement Signature Page

Before the Governing Board of Pioneer Community Energy

In the matter of: RESOLUTION APPROVING AMENDMENT NO. 7 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY EXPANDING PIONEER COMMUNITY ENERGY'S JOINT POWERS AUTHORITY MEMBERSHIP

Resolution No.: 2025-8

The following Resolution was duly passed by the Governing Board of Pioneer Community Energy at a regular meeting held February 27, 2025, by the following vote on roll call:

Ayes: Carter, DeMattei, Dowdin Calvillo, Ivy, Janda, Jones, Lomen, Pearl, Ring.
Noes: None.
Absent: Parlin, Petersen.

Signed and approved by me after its passage.

Chair of the Governing Board

Attest:

Secretary

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority (the "Amended and Restated JPA") became effective on February 22, 2017; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program within the jurisdiction of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy ("Pioneer"); and

WHEREAS, the current members of Pioneer include the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin, the Town of Loomis, and unincorporated Placer and El Dorado Counties; and

WHEREAS, prior to providing service pursuant to an expansion, Public Utilities Code Section 366.2 requires that Pioneer prepare and adopt a Revised Implementation Plan to be filed with the California Public Utilities Commission; and

WHEREAS, the Cities of Chico, Live Oak, Orland, Oroville, Sonora, Willows, and Yuba City, the Town of Paradise, and Unincorporated Counties of Butte, Glenn, Nevada, Sutter, and Tuolumne expressed a desire to join Pioneer for the purpose of participating in Pioneer's Community Choice Aggregation Program ("CCA Program") and

WHEREAS, the Cities of Chico, Live Oak, Orland, Oroville, Sonora, Willows, and Yuba City, the Town of Paradise, and Unincorporated Counties of Butte, Glenn, Nevada, Sutter, and Tuolumne took appropriate steps toward offering CCA service within their respective communities, adopting requisite resolutions and ordinances at duly noticed meetings of the agencies' governing bodies; and

WHEREAS, an impact assessment study was performed to analyze the feasibility of expanding Pioneer's CCA Program service territory to include these prospective members, the results of which showed such an expansion to be beneficial to both existing Pioneer ratepayers, and potential ratepayers in the Cities of Chico, Live Oak, Orland, Oroville, Sonora, Willows, and Yuba City, the Town of Paradise, and Unincorporated Counties of Butte, Glenn, Nevada, Sutter, and Tuolumne; and

WHEREAS, the City Councils of the Cities of Chico, Live Oak, Orland, Oroville, Sonora, Willows, and Yuba City, the Town Council of the Town of Paradise, and the Board of Supervisors of Unincorporated Counties of Butte, Glenn, Nevada, Sutter, and Tuolumne, have adopted respective resolutions approved the Amended and Restated JPA; and

WHEREAS, pursuant to section 8 of the Amended and Restated JPA, an amendment requires an affirmative vote of at least two-thirds of the Pioneer Board Members; and

WHEREAS, Pioneer provided written notice to each Member 30 days prior to the date the Pioneer Board intended to vote on an amendment to the Amended and Restated JPA as required by section 19 of the Amended and Restated JPA; and

WHEREAS, to these ends, the Pioneer Board desires to approved Amendment No. 7 to the Amended and Restated JPA to provide for the Cities of Chico, Live Oak, Orland, Oroville, Sonora, Willows, and Yuba City, the Town of Paradise, and Unincorporated Counties of Butte, Glenn, Nevada, Sutter, and Tuolumne to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy conditioned on an effective upon receipt of certification of Addendum No. 3 to the Implementation Plan and Statement of Intent from the California Public Utilities Commission; and

WHEREAS, representatives of the New Members will assume their seat as a Voting Member of the Pioneer Community Energy Board of Directors in compliance with Pioneer's JPA, Bylaws, and other applicable policies and rules.

BE IT RESOLVED, the Governing Board of Pioneer Community Energy, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.

2. This Amendment No. 7 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides for admission of the Cities of Chico, Live Oak, Orland, Oroville, Sonora, Willows, and Yuba City, the Town of Paradise, and Unincorporated Counties of Butte, Glenn, Nevada, Sutter, and Tuolumne as Voting Members.

3. The Pioneer Community Energy Board of Directors hereby approves Amendment No. 7 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy under the Joint Exercise of Powers Law, which amends Exhibit A to the Amended and Restated Joint Exercise of Powers Agreement in the form attached hereto as Exhibit A.

4. Pioneer Staff is hereby authorized to file Amendment No. 7 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy with the Secretary of State, LAFCos with jurisdiction over Pioneer's service territory, and to take all other necessary steps to implement Amendment No. 7.

5. This Resolution shall take effect immediately upon certification of Addendum No. 3 to the Implementation Plan and Statement of Intent.

Exhibit A: Exhibit A of the Amended and Restated JPA listing of Voting Members and Associate Members

AMENDMENT NO. 7 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

Exhibit A to the Agreement listing Voting and Associate Members of Pioneer Community Energy is hereby amended to reflect the current membership as follows:

Exhibit A

Voting Members and Associate Members

Section A.1 Voting Members

City of Auburn

City of Chico

City of Colfax

City of Grass Valley

City of Lincoln

City of Live Oak

City of Nevada City

City of Orland

City of Oroville

City of Placerville

City of Rocklin

City of Sonora

City of Willows

City of Yuba City

County of Butte

County of El Dorado

County of Glenn

County of Nevada

County of Placer

County of Sutter

County of Tuolumne

Town of Loomis

Town of Paradise

Section A.2 Associate Members

City of Folsom

County of Sacramento

Town of Truckee

Pioneer Community Energy

Joint Exercise of Powers Agreement

Effective September 9, 2015
As amended and restated effective February 22, 2017
As amended by Amendment No. 1 dated December 27, 2020
As further amended by Amendment No. 2 dated January 21, 2021
As further amended by Amendment No. 3 dated April 15, 2021
As further amended by Amendment No. 4 dated January 20, 2022
As further amended by Amendment No. 5 dated November 17, 2022
As further amended by Amendment No. 6 dated February 27, 2025

Among the Following Parties:
City of Auburn
City of Colfax
County of El Dorado
City of Grass Valley
City of Lincoln
Town of Loomis
City of Nevada City
County of Placer
City of Placerville
City of Rocklin

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

THIS Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") amends and restates the Joint Exercise of Powers Agreement for the SIERRA VALLEY ENERGY AUTHORITY, originally entered as of September 9, 2015, (the "Original Agreement") which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both public entities of the State of California. By this amendment and restatement it becomes a Joint Exercise of Powers Agreement for PIONEER COMMUNITY ENERGY (hereafter "Pioneer") by and among Voting Members (including New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all public entities of the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

RECITALS:

A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;

B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by Pioneer;

C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;

D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:

1) Providing electric power and other forms of energy to customers at a competitive cost;

2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.

3) Carrying out programs to reduce energy consumption;

4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and

5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;

E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;

F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through Pioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the "Act"). Under Sections 6505 and 6507 of the Act, Pioneer is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of Pioneer shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to Pioneer under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency

and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice Aggregation (hereinafter "CCA") Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may authorize Pioneer to provide Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code ("Chapter 29"). Pioneer may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by Pioneer within the territorial jurisdiction of such Associate Members.

Section 3. Effective Date and Term

This Agreement shall be effective as an amendment and restatement of the Original Agreement, and Pioneer shall continue to exist as a separate public agency under the terms of this Agreement upon execution by the County of Placer and the City of Colfax. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from Pioneer.

Section 4. Powers

Pioneer shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by Pioneer within the territory of Pioneer shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of Pioneer is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

Pioneer is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

A. to make and enter into contracts;

B. to employ agents and employees, including but not limited to an Chief Executive Officer;

C. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

D. to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;

E. to lease any property;

F. to sue and be sued in its own name;

G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks- Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;

H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;

I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of Pioneer, as Pioneer determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;

J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of Pioneer ("Operating Rules and Regulations");

M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;

N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers

agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of Pioneer;

O. to establish a non-voting "Associate Member" status that provides membership in Pioneer to jurisdictions that are outside jurisdictional boundaries of Pioneer's Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by Pioneer on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a "PACE Agreement", "CCA Agreement", or other energy program agreement, as applicable) on terms and conditions established by Pioneer. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to Pioneer Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;

P. to execute agreements for the purpose of authorizing Pioneer to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by Pioneer in implementing a program, including indirect costs, shall be costs of Pioneer and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

Section 5. Governance and Internal Organization

A. Governing Board. The governing body of Pioneer shall consist of two (2) members of the Placer County Board of Supervisors, and one (1) member each for all other Voting Members, appointed respectively by each Voting Member that is or becomes a signatory to this Agreement ("Board Member"). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).

The Boards of Supervisors, City Councils and Town Councils of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board Member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors, City Council or Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular

member, for whom they are designated to act as an alternate, is absent from the meeting.

B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.

C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of Pioneer, consistent with this Agreement and applicable law. Unless otherwise specified in Section 8, action by Pioneer Board will be taken by majority vote of the Board Members present.

D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.

E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of Pioneer.

F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.

H. Board Member Compensation. Board Members shall serve without compensation from Pioneer. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by Pioneer of expenses incurred by Board Members.

Section 6. Chief Executive Officer and Other Staff

A. Chief Executive Officer. The Board shall appoint a Chief Executive Officer for Pioneer, who shall be responsible for the day-to-clay operation and management of Pioneer. The Chief Executive Officer may exercise all

powers of Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief Executive Officer shall hire and supervise any Pioneer employees or consultants.

B. Chief Executive Officer Reports to the Board. The Chief Executive Officer shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive Officer's reports.

C. Services Providers. The Chief Executive Officer may appoint one or more services providers to serve as Pioneer's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between Pioneer and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by Pioneer. This section shall not in any way be construed to limit the discretion of Pioneer to hire its own employees to administer the PACE Program, the CCA Program or any other program.

D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by Pioneer and to report to the Board.

E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

Section 7. Treasurer and Auditor-Controller

The Governing Board shall appoint a Treasurer for Pioneer. The Treasurer shall be the depository of Pioneer and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for Pioneer in compliance with the Act. The Auditor-Controller of Pioneer shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the

Act. Pioneer of the Board to appoint a Treasurer and Auditor/Controller shall include Pioneer to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

Section 8. Special Voting Requirements and Voting Shares

A. Involuntary Termination or Amendment. Action of the Board on matters set forth in Section 15A (involuntary termination of a Member), or Section 19 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, that for votes to involuntarily terminate a Member under Section 15A, the Board Member(s) for the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.

B. Eminent Domain. A decision to exercise the power of eminent domain on behalf of Pioneer to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.

C. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

Section 9. Financial Provisions

A. Fiscal Year. For the purposes of this Agreement, Pioneer shall have such fiscal year from July 1 to and including the following June 30.

B. Depository. All funds of Pioneer shall be held in separate accounts in the name of Pioneer and not commingled with funds of any Member or any other person or entity. All funds of Pioneer shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of Pioneer shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of Pioneer, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means

for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Pioneer Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of Pioneer shall be approved by the Board in accordance with the Operating Rules and Regulations.

E. Funding of Initial Costs. The County of Placer funded certain activities necessary to implement the CCA Program. These costs have been repaid in full.

F. CCA Program Costs. The Members desire that all costs incurred by Pioneer that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

Section 10. Implementation Action and Pioneer Documents

A. Each Member shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in Pioneer.

B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.

C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to Pioneer undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member’s incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, “Improvements”) by Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to Pioneer’s PACE Program, and to the assumption of jurisdiction thereover by Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Pioneer to take each step required for it to provide contractual assessment financing

for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments. The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

Pioneer may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

D. Implementation Plan and Statement of Intent. Pioneer shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take action to approve membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of Pioneer to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.

F. Pioneer Documents. The Members acknowledge and agree that the affairs of Pioneer will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by

the Board, subject to the Members' right to withdraw from Pioneer as described in Section 14.

Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of Pioneer shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of Pioneer's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 12. Debts, Liabilities and Obligations

Pioneer is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of Pioneer shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of Pioneer. A Member who has not agreed to assume a Pioneer debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of Pioneer. Should any debt, liability or obligation of Pioneer not be waived or allowed payable through assets of Pioneer, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 13. Insurance and Indemnity

Pioneer shall acquire and maintain such insurance coverage as is necessary to protect the interests of Pioneer, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the Voting Members as additional insureds. Pioneer shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of Pioneer under this Agreement.

Section 14. Withdrawal

A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of Pioneer's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to Pioneer and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.

B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in Pioneer following an amendment to this Agreement adopted by the Board which the

Board Member appointed as the representative of a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.

C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and Pioneer shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from Pioneer shall be governed by the applicable PACE Agreement or CCC Agreement.

Section 15. Termination

A. Involuntary Termination of a Member. Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.

B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by Pioneer to serve the Member's load. With respect to such liability, upon

notice by an Member that it wishes to withdraw from the program, Pioneer shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Member. Pioneer may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with Pioneer, as reasonably determined by Pioneer and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with Pioneer above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a Voting Member to withdraw its participation in the CCA Program, as described in Section 14A.

Disposition of Property upon Termination of Pioneer. Upon termination of this Agreement, any surplus money or assets in possession of Pioneer for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Voting Member's respective jurisdiction, and "Total Annual Energy" means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.

D. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from

the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

Section 16. Associate Members

A. With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to Pioneer a resolution of the public agency approving of this form of participation.

B. Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non- voting Associate Member.

C. The date and terms upon which the applying public agency will become a non- voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

Section 17. Termination of Powers

Pioneer shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 15, all costs, expenses, and charges legally incurred by Pioneer shall be paid and discharged; and Pioneer shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

Section 19. Amendments

This Agreement may only be amended by a written amendment approved by a vote of Board Members as provided in Section 8. Pioneer shall provide written notice to all Members of amendments to this Agreement at least 30 days prior to the date upon which the proposed amendment is being considered by the Board. If the proposed amendment is adopted by the Board, Pioneer shall provide prompt written notice to all Members of the effective date of such amendment along with a copy of the amendment.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the second member has executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

[Signatures on following page]

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

By _____
Chairman, Board of Supervisors

COUNTY OF EL DORADO, a political subdivision

And approved as to form 10/25/2022

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF AUBURN, a Municipal Corporation

EXECUTED ON

And approved as to form _____
Gary Bell, City Attorney

By _____
Mayor, City Council

ATTEST:

_____
Amy Lind, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF COLFAX, a Municipal Corporation

EXECUTED ON

And approved as to form

By _____
City Manager, Wes Heathcock

ATTEST:

Marguerite Bailey

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF GRASS VALLEY, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST: _____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF LINCOLN, a Municipal Corporation

EXECUTED ON

And approved as to form

By _____
Mayor, City Council

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON:
October 11, 2022

By _____
Mayor, Town Council

TOWN OF LOOMIS, a Municipal Corporation And

approved as to form

_____
Town Manager

ATTEST:

_____
Deputy Town Clerk

EXECUTED ON

By _____
Mayor, City Council

CITY OF NEVADA CITY, a Municipal Corporation

And approved as to form _____

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Mayor, City Council

CITY OF PLACERVILLE, a Municipal Corporation

And approved as to form _____

ATTEST:
_____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF ROCKLIN, a Municipal Corporation

EXECUTED ON

And approved as to form

Sheri Chapman, City Attorney

By

Mayor, City Council

ATTEST:

Hope Ithurburn, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

Exhibit A

Voting Members and Associate Members

Section A.1 Voting Members

City of Auburn

City of Colfax

City of Grass Valley

City of Lincoln

City of Nevada City

City of Placerville

City of Rocklin

County of El Dorado

County of Placer

Town of Loomis

Section A.2 Associate Members

City of Folsom

County of Sacramento

Town of Truckee

CITY OF OROVILLE, a Municipal Corporation

EXECUTED ON

Date: _____

By: _____

Title: _____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT WITH JASON WINES FOR POSITION OF POLICE CHIEF**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider entering into an employment contract with Jason Wines for the position of Police Chief with an annual compensation of $190,612.

DISCUSSION

Jason Wines was appointed as Interim Police Chief at the December 17, 2024 regular City Council Meeting. The City has been actively recruiting for a “permanent” Chief. Since service as Interim, Chief Wines has decided to come out of retirement to serve as Police Chief.

Staff have prepared an employment contract with Chief Wines with an annual salary of $190,612 (Step H of the Department Heads salary schedule), effective July 7, 2025 (or upon notification from CalPERS or reinstatement, whichever is later) through December 31, 2027.

FISCAL IMPACT

There are sufficient appropriations in the Fiscal Year 2024-25 and 2025-26 budgets.

RECOMMENDATION

ADOPT RESOLUTION NO. 9390 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND JASON WINES.

ATTACHMENTS:

1. Employment Contract No. 3554; and
2. Resolution No. 9390

OROVILLE CITY COUNCIL
Resolution No. 9390

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND JASON WINES

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

1. The Mayor is hereby authorized and directed to execute an employment agreement, between the City of Oroville and Jason Wines. A copy is attached hereto as Exhibit “A”.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 17, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Dave Ritchie, Assistant City Attorney

ATTEST:

_____
Brian Ring, City Clerk

EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE BETWEEN THE CITY OF OROVILLE AND JASON WINES

The employment agreement (“Agreement”) is made by and between the City of Oroville ("City") and Jason Wines ("Wines"), collectively, the “Parties”, effective July 7, 2025 (or upon notification from CalPERS of reinstatement, whichever is later). The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Wines as its Chief of Police; 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 WINES; and

WHEREAS, WINES desires to be employed as the CHIEF OF POLICE 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 WINES as the CHIEF OF POLICE 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 July 7, 2025 (or upon notification from CalPERS of reinstatement, whichever is later) and shall continue until December 31, 2027. On or before July 1, 2027, WINES 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 WINES 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 WINES shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If WINES resigns his position as CHIEF OF POLICE before the expiration date of the initial or any extended term of this Agreement, WINES shall give the City a sixty (60) day written notice in advance. In such event, WINES 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 WINES make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges WINES from his position, without cause, as CHIEF OF POLICE, the City shall pay WINES a lump-sum cash payment equal to six (6) months’ salary. In addition, WINES shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event WINES 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, WINES shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

WINES 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 WINES 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. WINES acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to appoint WINES at Step H on the salary schedule, an annual base salary of $190,612, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2026 Cost-of-living increase: Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of WINES each year of the contract and during any extension period of the contract. Upon the Council's concurrence with a satisfactory review, WINES 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 WINES. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with WINES. The City Administrator's evaluation of WINES will be shared with the Mayor and Council. The Mayor and Council may add additional comments to WINES final evaluation.

Section 7. Hours of Work; Administrative Leave:

WINES 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 WINES shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Wines 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, Wines 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 WINES suitable for his use while performing his duties as the Chief of Police 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:
Upon hire, WINES shall be credited with a front-loaded amount of forty (40) hours of sick leave representing the first five months of sick leave accrual. The front-loaded sick leave shall be immediately available for use for any qualifying illness or injury. WINES shall thereafter continue to accumulate sick leave at the rate of eight hours for each month of employment. WINES shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Upon hire, WINES shall be credited with a front-loaded amount of forty (40) hours of accrued vacation. The front-loaded vacation leave shall be immediately available for use in compliance with the City's policies on vacation leave use. WINES shall begin to accumulate additional vacation leave at the rate of one hundred sixty (160) hours of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, above, on the employee's next anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate.

WINES may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for WINES and his eligible dependents.

City Paid Medical Benefit After Retirement:

This section will terminate in five years on June 4, 2029, without reconsideration by the City Council. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Should WINES choose to voluntarily serve as the Chief of Police through December 2027, WINES will be eligible for continued medical coverage for him and his spouse at the lowest cost health plan offered at the City at the time, with the City paying the full premium for five (5) years after separating from employment.

Section 12. Holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

WINES shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to WINES in the amount of $100/month to compensate his for the use of his private cell phone and laptop/tablet for City business.

Section 14. Retirement:

WINES will pay 9% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 9% during the term of this agreement or any extensions. WINES 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, WINES 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. WINES 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 WINES elects to convert his unused sick leave to a dollar value account to pay for medical, and dental and it becomes exhausted, WINES shall have the option of continuing medical, and dental at his own expense, consistent with current City policy and Federal law. If, after his retirement, WINES 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. CA POST Executive Certificate:

In lieu of the City contribution of 3% of base pay being deposited to a qualified deferred compensation plan, the City agrees to pay WINES a 2% increase to base salary for possession of a POST Executive Certificate.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, WINES 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 WINES 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 WINES 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 WINES for professional and official travel, meetings, and occasions to continue the professional development of WINES, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which WINES 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 WINES 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 WINES 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 WINES 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 WINES civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify WINES 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 WINES duties as CHIEF OF POLICE, except for any civil action or proceeding brought against WINES 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 WINES under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and WINES that WINES is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, WINES 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. WINES 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 WINES: WINES 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 WINES.
C. This Agreement shall not be assigned by WINES or City.
D. This Agreement shall not be modified without the written consent of WINES and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 17, 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

JASON WINES, CHIEF OF POLICE

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT AMENDMENT WITH ALYSSA STUTZ AS PUBLIC WORKS DIRECTOR**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider entering into an employment contract with Alyssa Stutz for the position of Public Works Director with an annual compensation of $166,345.

DISCUSSION

Alyssa Stutz was appointed as Interim Public Works Director effective February 19, 2025. With the position of Public Works Director becoming vacant, staff were directed to bring back an employment agreement with Stutz removing the Interim component of the appointment and appointing Stutz as the “permanent” Public Works Director.

Staff prepared an employment contract with Stutz with an annual salary of $166,345 (Step G of the Department Head salary schedule), effective June 16, 2025 through June 15, 2028.

FISCAL IMPACT

There are sufficient appropriations in Fiscal Years 2024-25 and 2025-26 budgets.

RECOMMENDATION

ADOPT RESOLUTION NO. 9391 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ.

ATTACHMENTS:

1. Employment Contract No. 3555; and
2. Resolution No. 9391

OROVILLE CITY COUNCIL
RESOLUTION NO. 9391

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

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

1. The Mayor is hereby authorized and directed to execute an employment agreement, between the City of Oroville and Alyssa Stutz. A copy is attached hereto as Exhibit “A”.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 17, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Dave Ritchie, Assistant City Attorney

ATTEST:

_____
Brian Ring, City Clerk

EMPLOYMENT AGREEMENT FOR PUBLIC WORKS DIRECTOR BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and ALYSSA STUTZ ("STUTZ"), collectively, the "Parties", effective June 16, 2025. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Stutz as its PUBLIC WORKS 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 STUTZ; and

WHEREAS, STUTZ desires to be employed as the PUBLIC WORKS 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 STUTZ as the PUBLIC WORKS 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 her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 16, 2025 and shall continue until June 15, 2028. On or before December 15, 2027, STUTZ shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to STUTZ of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter STUTZ shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If STUTZ resigns her position as PUBLIC WORKS DIRECTOR before the expiration date of the initial or any extended term of this Agreement, STUTZ shall give the City a sixty (60) day written notice in advance. In such event, STUTZ shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should STUTZ make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges STUTZ from her position, without cause, as PUBLIC WORKS DIRECTOR, the City shall pay STUTZ a lump-sum cash payment equal to six (6) months' salary. In addition, STUTZ shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event STUTZ is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, STUTZ shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

STUTZ agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If STUTZ becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond 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. STUTZ acknowledges and agrees that her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to appoint STUTZ at Step G on the salary schedule, an annual base salary of $166,345, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2026 Payment in Lieu of Cost-of-living increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of STUTZ each year of the contract and during any extension period of the contract. The first evaluation for STUTZ shall be completed by February 19, 2026. Upon the Council's concurrence with a satisfactory review, STUTZ will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and STUTZ. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with STUTZ. The City Administrator's evaluation of STUTZ will be shared with the Mayor and Council. The Mayor and Council may add additional comments to STUTZ final evaluation.

Section 7. Hours of Work; Administrative Leave:

STUTZ shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that STUTZ shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, STUTZ shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, STUTZ shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to STUTZ suitable for her use while performing her duties as the Public Works Director or compensate her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
STUTZ shall accumulate sick leave at the rate of eight hours for each month of employment. STUTZ shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
STUTZ shall accumulate vacation leave at the rate of one hundred twenty hours of vacation per year. After two years as Public Works Director, on the anniversary date, STUTZ'S accrual shall increase from one hundred twenty (120) hours per year to one hundred sixty (160) hours per year. Thereafter, eight additional hours shall be added to the accumulation rate stated above, on the employee's next anniversary date in her Department Heads position, until a maximum rate of two hundred (200) hours per year is reached.

Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate.

STUTZ may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for STUTZ and her eligible dependents.

City Paid Medical Benefit After Retirement:

This section will terminate in five years on June 4, 2029, without reconsideration by the City Council. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their

CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 12. Holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

STUTZ shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to STUTZ in the amount of $100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

Section 14. Retirement:

STUTZ will pay 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. STUTZ and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, STUTZ shall have the option to convert her unused sick leave balance to CalPERS service credit or she may convert it to a dollar value to pay premiums for medical, and dental. STUTZ may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If STUTZ elects to convert her unused sick leave to a dollar value account to pay for medical, and dental and it becomes exhausted, STUTZ shall have the option of continuing medical, and dental at her own expense, consistent with current City policy and Federal law. If, after her retirement, STUTZ becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for STUTZ. The City shall contribute 3% of STUTZ base salary to STUTZ Deferred Compensation Plan. In addition, the City shall match the first 2% that STUTZ contributes to STUTZ Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, STUTZ shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with STUTZ duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of STUTZ necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of STUTZ for professional and official travel, meetings, and occasions to continue the professional development of STUTZ, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which STUTZ serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of STUTZ for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by STUTZ and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and STUTZ is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all STUTZ civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify STUTZ against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of STUTZ duties as PUBLIC WORKS DIRECTOR, except for any civil action or proceeding brought against STUTZ for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of STUTZ under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and STUTZ that STUTZ is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, STUTZ serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. STUTZ acknowledges and agrees that she is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO STUTZ: STUTZ at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of STUTZ.
C. This Agreement shall not be assigned by STUTZ or City.
D. This Agreement shall not be modified without the written consent of STUTZ and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 17, 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

Alyssa Stutz, PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, INTERIM DIRECTOR OF PUBLIC WORKS**

RE: **BOLT ANTIQUE MUSEUM RESOLUTION**

DATE: **MAY 19, 2025**

SUMMARY

The City Council is requested to consider and approve a resolution regarding the continued operation and ownership of the Bolt Antique Tool Museum.

DISCUSSION

On July 5, 2005, the City of Oroville entered into an agreement (No. 1602) with Mr. Carl Bolt, founder and collector of Bolt's Antique Tool Museum. The agreement outlined the terms of operation and the City's role in supporting the museum's ongoing activities.

Following the passing of Mr. Carl Bolt in 2024, the museum continued to operate under the informal oversight and involvement of his son, David Bolt. Recently, Mr. David Bolt contacted City officials to express his dissatisfaction with how the museum has been managed since his father's death. He contends that the City is not fulfilling its obligations as defined in the original agreement.

Mr. David Bolt has expressed his desire to fully relinquish any association with the museum. He has requested that the City assume complete control of operations moving forward and has also asked that all references to the Bolt name and family be removed from any future museum-related materials, branding, or public communications.

This staff report presents a revised operational agreement, developed to honor Mr. Bolt's request and support a smooth transition to full City ownership and management of the museum.

FISCAL IMPACT

None

ACTION REQUESTED -

APPROVE THE PROPOSED RESOLUTION REGARDING THE CONTINUED OPERATION OF THE BOLT ANTIQUE TOOL MUSEUM.

ATTACHMENTS

1. City of Oroville Resolution No. 6488 of Agreement No. 1602
2. David Bolt's Letter to Mayor

CITY OF OROVILLE
RESOLUTION NO. 9392

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND DAVID BOLT ACCEPTING FULL OWNERSHIP AND RESPONSIBILITY FOR CONTINUED OPERATION OF THE "BOLT ANTIQUE TOOL MUSEUM"

WHEREAS, on July 5, 2005, the City of Oroville (City) entered into Agreement No. 1602 with Mr. Carl "Bud" Bolt, founder and collector of Bolt's Antique Tool Museum. The agreement outlined the terms of operation and the City's role in supporting the museum's ongoing activities.

WHEREAS, following the passing of Mr. Carl "Bud" Bolt in 2024, the museum continued to operate under the informal oversight and involvement of his son, Mr. David Bolt.

WHEREAS, Mr. David Bolt contends that the City is not fulfilling its obligations as defined in the original agreement and has expressed his desire to fully relinquish any association with the museum and requested that the City assume complete control of operations moving forward.

WHEREAS, all references to the Bolt name and family will be removed from any future museum-related materials, branding, or public communications.

WHEREAS, the City is willing to accept full ownership and responsibility for the museum.

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

1. The Mayor is hereby authorized and directed to execute an agreement with David Bolt accepting the City's full operational ownership of the Bolt Antique Tool Museum.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF OROVILLE
RESOLUTION NO. 9392

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

AGREEMENT NO. 3556

THIS AGREEMENT is entered into on June 17, 2025, by and between the City of Oroville ("City") and David Bolt ("Bolt").

RECITALS

WHEREAS, Bolt has formally relinquished any further involvement or ownership in the operations of Bolt's Antique Tool Museum; and

WHEREAS, the City is willing to assume full ownership and responsibility for the continued operation of the museum in accordance with the terms set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Ownership and Maintenance of Collection**
   The City shall retain ownership of the wrenches, tools, related books, reference materials, computer database, and mailing list previously donated by Carl Bolt, and items acquired thereafter through museum process. The City further agrees to uphold all terms and provisions outlined in the original agreement between the City and Carl Bolt on July 5, 2005 (Agreement No. 1602) by way of best museum practices.

2. **Removal of Personal and Family References**
   Bolt shall have the right to remove all photographs, images, and references to Carl Bolt and other members of the Bolt family from the museum's dedication board.

3. **Museum Branding**
   Moving forward, the museum shall no longer bear or reference the Bolt name in any form, including the museum's name.

4. **Retention of Select Items**
   Bolt shall remove and retain ownership of the following items from the museum's collection:

   - One (1) J.P. Manny wrench
   - One (1) Barcalo wrench
   - Two (2) socket sets belonging to Carl Bolt

IN WITNESS OF THIS AGREEMENT, the parties have affixed their signatures below.

David Pittman, Mayor	David Bolt
Approved as to Form:	Attest:
Scott E. Huber, City Attorney	Kayla Reaster, Assistant City Clerk

Dear Mayor,

It has become painfully obvious that the city is no longer willing to abide by the agreement my father had with the former administration.
Among the stipulations in the agreement are:

hundreds of items are no longer available for the public to view.
The museum is not being maintained in the same condition as when the city received.
Even though the city has not done research, now we are told that we cannot do research either.

In addition to these items, there is theft of city and personal items happening. And what I consider an intentional act of sabotage either by city personal or the docent org. Keys to this museum have been given to non-city personnel and they seem to feel that they can do whatever they like.

All of this is against my fathers wishes, and before he died he told that when the situation becomes unbearable to do the following:

If the city does not want this museum I will take it.
If they want to name a price, then I will know how much I need to raise with a GOFUNDME account. Unfortunately, to raise money I will have to tell the whole story about this museum.

Even though the museum is now closed, I will be happy to remain available to assist the new curator in any way possible, as long as the effort is a positive step to getting the museum operating again. I can't stop the destructive things happening there, but I also can't sit down there and watch it happen.

Upon leaving I ask the following:

I get city permission, in writing, to take the following items:

All pictures and references of my father.
1 Set of wrenches given to him in the sixties by the owner of Snap-on tools.
1 J.P. Manny wrench and 1 Beselo wrench, both of which were his personal favorites.
All items about my father , mother, and grandparents that are located on the museum dedication board.
2 socket sets my father had on his tool truck when he was with Snap-On tools.
The museum is now an embarrassment to us, and my father would not want to be associated with it.
The last 6 months of his life he would not even let me take him to the museum, because it broke his heart to see it deteriorate the way it has.

Every year at the docent appreciation luncheon someone from the city makes it a point to say that the city will continue to honor the wishes of the family that donated the Chinese Temple. It would seem that we are not afforded the same courtesy.

I will speak to my family and see if they want our name to be removed from the museum and website.

Sincerely,

David D. Bolt
David D Bolt
530-990-5938

CITY OF OROVILLE
RESOLUTION NO. 6488

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CARL BOLT ACCEPTING THE DONATION OF THE "BOLT TOOL ANTIQUE MUSEUM"

(Agreement No. 1602)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an agreement with Carl Bolt accepting the donation of the Bolt Antique Tool Museum.
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 July 5, 2005 by the following vote:

AYES: Council Members Berry, Corkin, Prouty, Sharkey, Simpson, Vice Mayor Jernigan, Mayor Andoe

NOES: None

ABSTAIN: None

ABSENT: None

Gordon Andoe, Mayor

APPROVED AS TO FORM:

Dwight L. Moore, City Attorney

ATTEST:

Sharon Atteberry, City Clerk

AGREEMENT

THIS AGREEMENT is made on July 5, 2005, between the City of Oroville ("City") and Carl Bolt ("Bolt").

RECITALS

WHEREAS, Bolt has offered to donate his tool and wrench collection consisting of 4,000 items and related books, reference materials, computer data base, and mailing list to City; and

WHEREAS, City is willing to accept the donation from Bolt based on the provisions of this Agreement.

NOW, THEREFORE, City and Bolt agree as follows:

1. Bolt shall irrevocably donate to City the wrenches, tools, and related books, reference materials, computer data base, and mailing list as described in Exhibit A and City hereby accepts the donation from Bolt.

2. City shall house all the donated items at 1650 Broderick Street, Oroville, California. The donated items shall be identified as "Bolt's Antique Tool Museum" with a picture of George and Abby Bolt prominently displayed.

3. City shall pay all the costs to relocate the donated items from 50 Mountain View Drive, Oroville, California to 1650 Broderick Street, Oroville, California.

4. City shall make the donated items available for public viewing for the purpose of education and entertainment on dates and times as approved by the City Council.

5. City shall conduct research as to the historical importance of the donated items.

6. City agrees to maintain the donated items in the same condition as on the date City takes possession of them.

In witness of this Agreement the parties have affixed their signatures below.

City of Oroville

by: _____
Mayor Gordon Andoe

Attest: Sharon L. Atteberry
Sharon L. Atteberry, City Clerk

Approved as to form:
Dwight L. Moore
Dwight L. Moore, City Attorney

Carl Bolt

by: Carl Bolt
Carl Bolt

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

FROM: **JOSH DODSON, ACCOUNTING MANAGER**

RE: **PLACEMENT OF SOLID WASTE LIENS ON THE 2025-26 PROPERTY TAX ROLL**

DATE: **JUNE 17, 2025**

SUMMARY

The City Council shall consider the placement of solid waste liens from Recology on the 2025-26 property tax roll.

DISCUSSION

The City's Franchise Agreement with Recology and City Ordinance No. 1562 provide that the City must place delinquent garbage bills on the tax roll of property owners.

Recology is required to send two notices prior to turning their delinquent garbage bills over to the City to be placed on the tax roll. The first notice is to the service recipient who may or may not be the property owner as well as the property owner of record. The second notice states that if the payment is not received in fifteen days, a delinquency fee will be added to the bill when the City places the lien on the property.

These procedures are all in accordance with Ordinance No. 1562 and Resolution No. 4486 and 4929. In turning these delinquent tax bills over to the City to be placed on the tax roll of the property owner, Recology has certified that it has complied with all required procedures.

To ensure the proper funding for the refuse removal and disposal service, the City, like many other cities, has a provision for delinquent bills to be placed on the owner's property tax bill.

The City receives a small fee for each lien placed. $20.00 each to Recology and to the City for a total of $40.00 in fees for each parcel.

FISCAL IMPACT

The number of liens is unknown at this time. Prior year was 446 parcels for $8,920.00. $20 of revenue for each parcel placed on the tax roll.

RECOMMENDATION

ADOPT RESOLUTION NO. 9385 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS ON THE 2025-2026 PROPERTY TAX ROLL AND AUTHORIZING THE FINANCE DEPARTMENT TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

ATTACHMENTS

Resolution No. 9385

CITY OF OROVILLE
RESOLUTION NO. 9385

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS ON THE 2025-2026 PROPERTY TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

WHEREAS, the notices and election for special assessment fees for the purpose of the collection of delinquent garbage bills to Recology to be included on the regular County property tax bill for property owners of the City of Oroville was completed and

WHEREAS, the City of Oroville (City) is placing the special assessments on the Butte County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments, including Proposition 218, to be collected per Health and Safety Code section 5470, et seq; and

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW THERFORE BE IT RESOLVED by the Oroville City Council that the list submitted with parcel numbers and amounts are certified as being correct, the Finance Department is hereby authorized to sign any documents required and directed to give the list to the Butte County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 17, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney

ATTEST:

Brian Ring, City Clerk

CITY OF OROVILLE
RESOLUTION NO. xxxx

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ATTEST:

Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL**

FROM: **MEGAN WILLIAMS – HUMAN RESOURCE ANALYST & KELIECIA RILEY – PUBLIC INFORMATION OFFICER**

RE: **INFORMATIONAL PRESENTATION – ASSEMBLY BILL 2561 (AB 2561)**

DATE: **JUNE 17, 2025**

SUMMARY

Assembly Bill (AB) 2561, effective January 1, 2025, requires local agencies to present staffing data, such as vacancies, recruitment, and retention efforts, at least once per fiscal year and prior to budget adoption. The goal is to increase transparency and inform Council before budget adoption is accepted.

DISCUSSION

AB 2561 mandates that agencies present a summary of their staffing status, including vacancy rates and hiring efforts, in a public meeting annually. If a bargaining unit experiences a vacancy rate of 20% or more, additional reporting is required upon request, including metrics on time-to-hire, applicant volume, and potential strategies for improvement. Staff is currently reviewing City-wide vacancy data and will ensure compliance with the bill's reporting requirements.

FISCAL IMPACT

There is no direct fiscal impact associated with this presentation.

RECOMMENDATION

ACCEPT FOR INFORMATION.

ATTACHMENTS

AB 2561 Overview Presentation

City of Oroville

RECRUITMENT UPDATES

AB 2561

WHAT IS AB 2561

Annual Public Reporting

- Every fiscal year, public agencies must present the following information before the budget is adopted
  - Vacancy Status
  - Recruitment and retention efforts and strategies
  - Policy or process barriers to hiring

High Vacancy Threshold

- If vacancies exceed 20% of authorized full-time positions within a bargaining unit, agencies must provide additional details upon request.

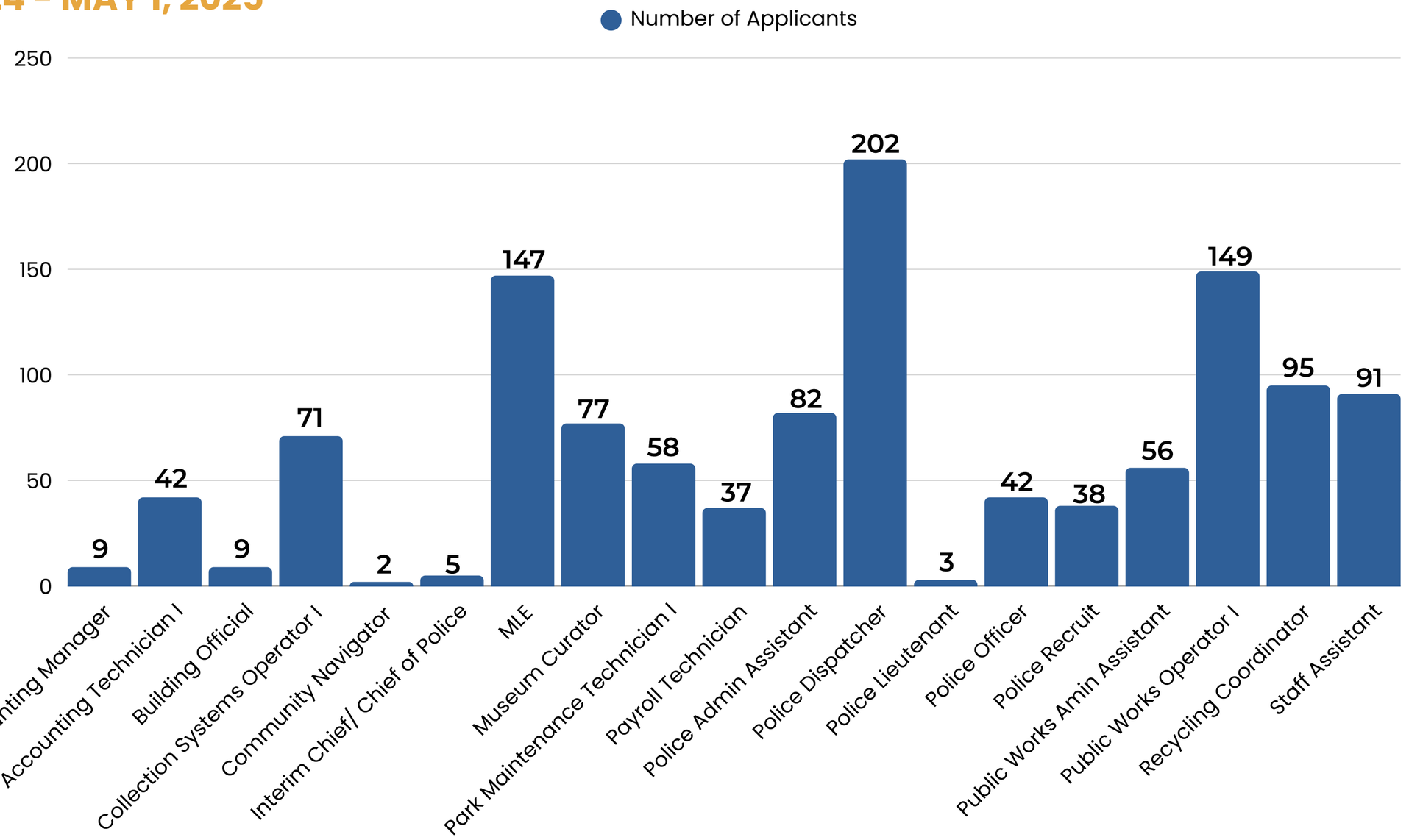
Legislative Purpose

- This bill enhances accountability by bringing staffing challenges into public view before budget decisions are made.
- Addresses systematic staffing issues by seeking to reduce vacancies and service disruptions through a focus on recruitment bottlenecks and retention.



OVERVIEW OF POSTED POSITIONS

JUNE 1, 2024 - MAY 1, 2025



SUMMARY BY DEPARTMENT

JUNE 1, 2024 - MAY 1, 2025

Summary By Department: Finance					
Title	**# of Applicants**	**# of Candidates Interviewed**	**# of Candidates Hired**	**# of employees terminated/resigned**	**Status**
Accounting Manager	9	2	1	0	Filled
Accounting Technician I	42	6	2	2	Filled
Payroll Technician	37	1	1	0	Filled

SUMMARY BY DEPARTMENT

JUNE 1, 2024 - MAY 1, 2025

Summary By Department: Community Development					
Title	**# of Applicants**	**# of Candidates Interviewed**	**# of Candidates Hired**	**# of employees terminated/resigned**	**Current Status**
Building Offical	9	3	0	N/A	Closed
Museum Curator	77	17	1	1	Filled
Staff Assistant	91	5	1	1	Filled

SUMMARY BY DEPARTMENT

JUNE 1, 2024 - MAY 1, 2025

Summary By Department: Code Enforcement					
Title	**# of Applicants**	**# of Candidates Interviewed**	**# of Candidates Hired**	**# of employees terminated/resigned**	**Current Status**
Community Navigator	2	2	2	1	Filled
Recycling Coordinator	95	5	0	N/A	Closed

SUMMARY BY DEPARTMENT

JUNE 1, 2024 - MAY 1, 2025

Summary By Department: Public Works					
Title	**# of Applicants**	**# of Candidates Interviewed**	**# of Candidates Hired**	**# of employees terminated/resigned**	**Current Status**
Collection System Operator I	71	17	5	2	Filled
Park Maintenance Technician I	58	8	2	N/A	Filled
Administrative Assistant - Public Works	56	6	1	N/A	Filled
Public Works Operator I	149	11	1	N/A	Filled

SUMMARY BY DEPARTMENT

JUNE 1, 2024 – MAY 1, 2025

Summary By Department: Police Department

Title	# of Applicants	# of Candidates Interviewed	# of Candidates Hired	# of employees terminated/resigned	Promotions	Current Status
Interim/Chief of Police	5	4	1	N/A	N/A	Filled
Municipal Law Enforcement	147	50	0	N/A	2	Filled
Administrative Assistant - Police	82	10	1	N/A	N/A	Filled
Dispatcher	202	15	0	2	N/A	Open
Police Lieutenant	3	1	2	N/A	N/A	Open
Police Officer	42	7	4	1	2	Open
Police Recruit	38	7	2	N/A	N/A	Filled

RECRUITMENT CHALLENGES







Limited and Competitive Candidate Pools

- Specialized roles (e.g., Building Officials, Recycling Coordinator, Electricians) often require certifications and years of experience.
- Qualified candidates are few, and often in high demand elsewhere.

Lengthy Hiring Processes

- Background checks, panel interviews, and civil service steps slow the process.
- Delays lead to candidate drop-off and missed opportunities.

Limited Marketing & Outreach

- Smaller cities may lack recruitment staff, branding tools, and modern outreach methods.
- Jobs often go unnoticed by qualified candidates.

Technology & Access Barriers

- Outdated Application Interfaces: Confusing or frustrating portals deter applicants.
- Non-User-Friendly Forms: Long, complex, or non-mobile-compatible forms reduce completion rates.
- Poor Platform Integration: Job boards don’t connect smoothly to applications or HR systems, causing workflow breakdowns.

PD RECRUITMENT CHALLENGES





Declining Applicant Interest

- Fewer people are applying for police jobs nationwide due to stress, safety concerns, and shifting generational priorities.

Strict Entry Requirements

- Background checks, psychological evaluations, fitness tests, and polygraphs eliminate large numbers of applicants.
- Disqualifying factors & High Standards (e.g., past offenses or drug use) can be outdated or strict.

Long & Rigid Hiring Timelines

- The process can take anywhere from 3- 9 months or longer, which leads to candidate drop-offs.

Competition from Other Agencies

- Larger neighboring cities and sheriff departments may offer better pay, $ 20-80k signing bonuses, and specialized units that pull candidates away from smaller departments.

Public Perception & Trust

- Increased National scrutiny
- Local perceptions and reputation

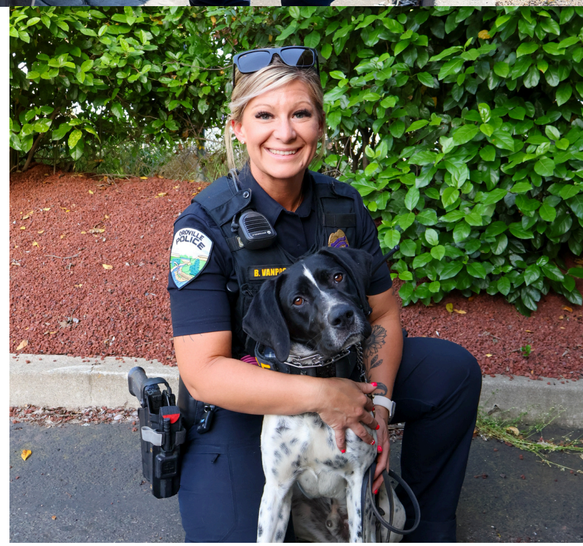


PD RECRUITMENT AND RETENTION EFFORTS



Efforts:

- Opened Police Recruit Position to the public
- Hosted community events:
  - National Night Out, Coffee with a Cop & Chief, and Hiring Seminars.
- Academy Class Presentations
- Partnerships with Butte College to develop a talent pipeline, such as internships, to build internal candidates.
- Promoting Professional Development & Career Paths
  - Internship > Municipal Law Enforcement > Cadet > Officer > ∞



Future Efforts:

- Optimizing digital and traditional marketing
  - Targeted Ads, Expanded physical ads to other cities, & Social Media
- Building a Strong Onboarding Experience
  - Offering mentorships, orientations, and promoting early engagement with the workplace.
- Promoting Employee Wellness
  - Highlighting existing mental health services, fitness incentives, and family support

RECRUITMENT AND RETENTION EFFORTS

Efforts:

- Attended some local job fairs
- Leaned into using LinkedIn to promote open positions
- Partnered with Alliance Workforce Development to expand our audience
- Partnered with Oroville Convention Center to assist with advertising open positions
- Created eligibility lists to draw from for future need

Future Efforts:

- Promote training and career development
- Talk more about the advantages of our medical benefits, incentive pay, etc.
- Possibly implementing NeoGov
  - Expands our candidate pool
  - Makes the application process more efficient and user friendly
- Making the onboarding process more candidate friendly




CITY OF OROVILLE, CALIFORNIA
INCORPORATED 1906

Business Assistance and Housing Development

MAY 2025

Loan Portfolio Balance: $49,325,119.28

Number of Loans	335	Loans in Default	3
Late Payment Notices	1	Late Insurance Notices	0
Annual Inspections Complete	290	Annual Certs Received	267

Loans in Default-3

1. 785 Bird St. Notice of Default received and letter to homeowner mailed. The home was listed for sale but fell out of escrow. A Notice of Sale was recorded for 3/19/25. City approved not redeeming this foreclosure and letting it go to the primary lender. Sale was postponed to 7/23/2025.
2. 9 Midway. Notice of Default was recorded 12/30/2024. Letter sent to homeowner without response. Working on Staff Report for council Action. Payoff Sent to primary 5/1/25. Once a Recission has been recorded, City will start foreclosure process with Mid Valley Title. This process takes approximately 4 months to reach the sale date.

Deceased Borrower-1

3. 6 Golden Eagle Rd. Sent letter to the Estate 7/11/2024. Son is applying to assume the loan. Borrower submitted application and is eligible to assume. Staff is preparing the Loan Assumption Agreement to executed.

Loan Portfolio Analysis

Rehab Loans: 30 ($1,051,359)	FTHB Loans: 272 ($18,749,096)
Economic Development Loans: 1($165,341)	Landscape Loans: 3 ($13,051)
Housing Development: 15 ($28,453,861)	City Employee Mortgage: 5 ($175,000)
Lease to Purchase: 4($365,151)	Payoff Requests Processed (2025): 11
Loans Repaid FY -24-25: 16	Payoff Received: $1,231,067

First Time Home Buyer Program-City Program

Applications Received: 22	Applications under Review: 13
Loans Approved: 2	Loans Closed FY 24-25: 9

Applications Received: 22	Applications under Review: 13

First Time Home Buyer Program-County Program administered by City

Applications Received: 0	Applications under Review: 0
Loans Approved: 0	Loans Closed FY 24-25: 2

Owner Occupied Rehabilitation

Applications Received: 2	Applications under Review: 4
Loans Approved: 0	Rehab in Process: 0
Loans Closed FY 24-25: 2	

Grants Submitted FY23-24 and 24-25

1. Permanent Local Housing Allocation (PLHA)22-PLHACOM-17810: $2,500,000 for Lincoln Village Apartments-awarded. Loan was disbursed 01/7/25.
2. 23-ERF-3L-00009 Encampment Resolution Funds-Mission Esperanza: $1,730,450-Awarded.
3. Affordable Housing and Sustainable Communities (AHSC)- Nelson Point Apartments-Not awarded.
4. 2023 Community Development Block Grant Amend 1: Fire Truck Purchase-Not awarded.
5. 20-PLHA-15545 Grant Application for years 21-22 of 5-year allocation $336,105: Owner-occupied Rehabilitation-awarded. Awarded 10/29/24.
6. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded.
7. 2024 CDBG Program Income Only: $1,500,000 for FTHB program-Awarded 10/29/24.
8. 2024 CDBG General Allocation: $3,100,000 for Fire Truck, Fire Engine and Fire Equipment-conditional award received.
9. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence-conditional award received.
10. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study-Conditional award received.
11. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded
12.

Current Project Highlights

1. Lincoln Village Apartments- Completed and currently 100% leased.
2. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. Submitted application for 20DRMHP Funds. These funds were awarded, as well as Tax credits. Currently working on obtaining Notice to Proceed from the State and working on obtaining a Will-Serve letter from SCOR and LOAUPUD. The project was awarded an additional $4,325,000 from CDBG-DR to be administered by the State. Loan documents are being reviewed and approved and project should fund and received NTP by May 21st.
3. Mission Esperanza-Under construction, pallet shelters are being installed, staffing on-boarding and training is underway. Project will be complete by the end of April without power. Projection to open in June 2025 due to not receiving the PGE gear switch for power until June. Awarded and disbursed Housing Program Fund grant of $100,000 for operations. Should be complete by end of May, excluding the power.
4. Neighborhood Cleanup Program- grant is 70% expended.
5. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration.
6. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy.
7. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval. Pending.
8. 3235 Burlington Ave.-Foreclosure complete, Exempt Surplus Property submitted and approve by State. The City will list it in February 2025 due to repairs suggested by City's realtor. City received a full price offer and will be requesting City approval at the May 6, 2025 Council Meeting.
9. Will begin a marketing campaign in February 2025 for both the FTHB and OOR Program applicants
10. Annual Portfolio Certification and Drive-by Inspections are underway for 2025, will be ongoing until complete.
11. Housing Element Annual Report and SB341 Annual Report but submitted prior to April 1 deadline.