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

February 03, 2026
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 City Council will hold a Closed Session on the following:

1. Conference with Legal Counsel, the Council will meet with the City Attorney and City Administrator to discuss Existing Litigation (two cases) pursuant to Gov. Code § 54956.9. Name of Case 1: Martinez v. City of Oroville Case No. 25CV04231 Name of Case 2: Unspecified on basis of service of process.
2. Pursuant to Government Code section 54957, the Council 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. Corrections/Changes to the Agenda
4. Recusals
5. Adoption of Agenda

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

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

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

ACTION REQUESTED -

RECEIVE FOR INFORMATION.

2. VERDIN MARKETING – ANNUAL UPDATE AND PERFORMANCE METRICS PRESENTATION

The City Council shall receive a presentation from Verdin Marketing summarizing the marketing and branding work completed on behalf of the City over the past year. The presentation will also include performance metrics demonstrating the effectiveness of these efforts.

ACTION REQUESTED -

RECEIVE PRESENTATION AND PROVIDE DIRECTION TO STAFF, IF DESIRED.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

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

1. FORECLOSURE OF 58 LA CRESENTA DRIVE

The City Council shall consider authorizing the Director of Business Assistance and Housing Development the authority to obtain title to 58 La Cresenta Drive by either initiating foreclosure proceedings or negotiating the execution of a Deed in Lieu of Foreclosure at 58 La Cresenta Drive (APN 031-086-020).

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9437 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO SECURE THE CITY'S INTEREST EITHER BY INITIATING AND COMPLETING FORECLOSURE PROCEEDINGS, OR BY SECURING A DEED IN LIEU OF FORECLOSURE ON REAL PROPERTY LOCATED AT 58 LA CRESENTA DRIVE, OROVILLE (APN 031-086-020).

2. PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE BROKER SERVICES

The City Council shall consider a Professional Services Agreement with Karen Whitlow-Martin Real Estate Services, for Real Estate Broker Services with a term through February 28, 2029.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9436 – A RESOLUTION OF OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KAREN WHITLOW-MARTIN REAL ESTATE FOR REAL ESTATE BROKER SERVICES FOR A PERIOD OF THREE YEARS; AND

APPROVE AGREEMENT NO. 3577 – REAL ESTATE BROKER SERVICES WITH KAREN WHITLOW-MARTIN.

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

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

ACTION REQUESTED -

APPROVE THE ACCEPTANCE OF THE $1,000 INAUGURAL GRANT FROM THE REGISTRARS COMMITTEE–WESTERN REGION TO SUPPORT A PREVENTIVE CONSERVATION PROJECT AT THE CITY OF OROVILLE MUSEUMS.

4. PUBLIC ART AND BEAUTIFICATION- MURAL RESTORATION PROJECT

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

ACTION(S) REQUESTED -

REVIEW THE SUBMISSION FOR ARTISTIC MERIT, PUBLIC BENEFIT, AND ALIGNMENT WITH THE GOALS OF THE ART IN PUBLIC PLACES / OROVILLE BEAUTIFICATION PROGRAM; AND

APPROVE AN ALLOCATION OF $15,000 FOR THE MURAL RESTORATION BY JACK JAMES TOWNSEND; AND

APPROVE AGREEMENT NO. 3579 AND AUTHORIZE STAFF TO PROCEED WITH THE PREPARATION ANY REQUIRED DOCUMENTATION FOR INSTALLATION AND LONG-TERM MAINTENANCE.

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

The City Council shall consider directing staff to issue an Additional Work Authorization #1 (AWA #1) for Task Order No. 20 to NorthStar Engineering for the design of approximately 3,700 feet of pavement replacement. Bid support and construction administration is also included in this AWA. This work will rehabilitate the pavement that will be damaged during the work to replace an approximately 960-foot section of storm drain, and associated laterals, along Foothill Boulevard.

ACTION(S) REQUESTED -

APPROVE AWA #1 TO TASK ORDER NO. 20 AND AUTHORIZE THE MAYOR TO SIGN.

6. APPROVAL OF 01.20.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the regular meeting minutes of 01.20.2026.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

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

The Auxiliary to the Veterans of Foreign Wars (VFW) Oroville Post 1747 is requesting a waiver of special event fees in the amount of $113.42 for a 5K special event. The event supports the mission and charitable activities of the VFW Auxiliary, which provides ongoing assistance to veterans, their families, and the community

ACTION REQUESTED -

APPROVE A WAIVER OF SPECIAL EVENT FEES IN THE AMOUNT OF $113.42 FOR THE AUXILIARY TO THE VETERANS OF FOREIGN WARS OROVILLE POST 1747 5K EVENT.

8. ADMISSION FEE WAIVER FOR MUSEUM EVENTS

The City Council shall consider the waiver of admission fees for three upcoming special events at the City of Oroville museums:

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

ACTION REQUESTED -

APPROVE THE WAIVER OF ADMISSION FEES FOR THE FOLLOWING CITY MUSEUM EVENTS:

CHINESE NEW YEAR CELEBRATION ON FEBRUARY 21, 2026

MUSEUM WEEKEND ON FEBRUARY 28 AND MARCH 1, 2026

AAPI CELEBRATION TENTATIVELY SCHEDULED FOR APRIL 25, 2026

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

On behalf of Council Member Thomson and Council Member Johnstone, the Council shall consider a financial contribution of $5,000 to the Oroville Foundation of Flight, to be used to offset costs associated with a fly in event at the City Airport.

ACTION REQUESTED -

APPROVE A $5,000 CONTRIBUTION TO THE OROVILLE FOUNDATION OF FLIGHT IN SUPPORT OF CITY FLY IN EVENT AT THE CITY AIRPORT.

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

The City Council will receive an update on California State law and local regulations regarding the use of E-Scooters and E-Bicycles.

ACTION REQUESTED -

RECEIVE FOR INFORMATION.

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

The City Council shall provide direction to staff regarding potential measures the Council would like to consider placing on the ballot for the November 3, 2026 General Municipal Election.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF REGARDING POTENTIAL MEASURES THE CITY COUNCIL WOULD LIKE TO SEE PLACED ON THE BALLOT FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on February 17, 2026 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **LEVEE UPDATE FROM THE UNITED STATES ARMY CORP OF ENGINEERS**

DATE: **FEBRUARY 3, 2026**

SUMMARY

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

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DISCUSSION

Back in December of 2024, the City learned of an opportunity to have a no cost levee review (National Levee Safety Program Levee Review) done on the approximate one mile of levee that runs through downtown Oroville and south along Highway 70. The program was federally funded with the goal of providing the City with recommendations on how to move forward with safety improvements.

On May 7 and May 8, 2025, a team from the USACE visited Oroville, met with numerous individuals and had a thorough walk of the levee. The team then worked on a report outlining their findings, presenting a draft report to the City in September of 2025 and ultimately a final report in November 2025.

Representatives from USACE will provide a summary of their findings.

FISCAL IMPACT

There is no impact to the General Fund.

ACTION REQUESTED -

RECEIVE FOR INFORMATION.

ATTACHMENTS

Final Levee Review Report
Presentation

Levee Review Report

Oroville, California Levee 1



National Levee Database ID: 1905041233

Prepared for: City of Oroville, CA

Date: November 12, 2025

Prepared by: U.S. Army Corps of Engineers and WSP-USA/Geosyntec

Table of Contents

This report contains three sections:

I. Summary, Levee Risk Management Recommendations, and Cost Estimate

II. Levee Screening Risk Assessment

III. Field Data Collection Report

Section I.

Summary, Levee Risk Management Recommendations, and Cost Estimate

Section I. contains narratives that will populate fields in the National Levee Database, some of which will be publicly available. It also contains a summary of risk screening results, recommendations for levee risk management, and a cost estimate for implementation of the recommendations. Plan and profile exhibits of the levee, annotated with key information related to the Levee Review, are provided for reference.

Summary, Levee Risk Management Recommendations, and Cost Estimate

The following is prepared for the levee owner/operator by the US Army Corps of Engineers as part of the National Levee Safety Program Levee Review activities (33 USC 46).

Purpose:
This Summary presents results of the Levee Review, including narratives that will be provided in the National Levee Database and accessible to the general public. It also presents risk screening technical results together with supporting figures showing the plan and profile of the levee with key findings.

Levee Summary:
The Levee Summary is public information on the NLD webpage for this levee, providing a general description of the levee.

The Oroville CA Levee 1 was originally built by local interests in 1907. The most significant modifications were made in the 1930s, when leftover earthen spoil materials from gold mining operations (dredge tailings) were placed along the riverside of the levee, widening it to over 250 feet in some areas of downtown Oroville.

The completion of upstream Oroville Dam in 1968 has greatly reduced the frequency and severity of flooding on the levee by regulating flows in the Feather River. Oroville Dam is a multipurpose facility, providing both water conservation and flood risk reduction benefits to downstream communities, including Oroville. Prior to operation of the Dam, the 1955 flood event is estimated to have loaded the levee to 90% of the levee height. Since operation of the dam in 1968, there have been three major floods where the river levels rose high enough to load the levee. During previous floods, the river levels did not reach the top of the levee; however, in an extreme flood event, such as one involving extra water released from the dam during an emergency at Oroville Dam, water could flow over the levee.

Highway 70 behaves as a levee and makes up part of the levee system. Highway 70 is taller and sits at a higher elevation than the levee, but during significant flood events, floodwaters could reach Highway 70 and openings at bridge crossings (Montgomery Street and Oroville Dam Blvd E) would need to be manually closed with temporary barriers, such as sandbags. A drainage pipe near Georgia Pacific Way could also let floodwaters into areas behind the levee and would need to be manually closed with sandbags.

Performance and Condition:
The Performance and Condition narrative is public information on the NLD webpage for this levee and describes the expected performance of the levee and potential impacts if it were to breach or overtop.

The completion of upstream Oroville Dam in 1968 has greatly reduced the frequency and severity of flooding on the levee by regulating flows in the Feather River. Since 1968, there have been three major floods where the river levels rose high enough to load the levee. During previous floods, the river levels did not reach the top of the levee; however, in an extreme flood event, such as one involving extra water released from the dam during an emergency at Oroville Dam, water could flow over the levee.

The materials used to construct the levee may allow some water to pass through the levee. There are sections of the levee where slopes are steeper, and the top width is narrow. These sections are more likely to experience water seeping through or risk of the sides collapsing. During one flood in 1997, waterways observed seeping through a narrow section of the levee at Bedrock Park. The seepage was successfully managed by a trained flood fighting team. In addition, the presence of an approximately 3-foot-tall wall at the base on the land side of the levee near Bedrock Park could create a weak point that makes levee failure more likely. If flooding were to reach the top of the levee, the water seeping through and slope stability concerns could be more severe.

To help protect the community, the City of Oroville and the Sutter Butte Flood Control Agency are working to raise public awareness about the risks of flooding and to develop evacuation and emergency action plans. There are also studies planned to better understand levee condition and to identify improvement measures. Some known concerns include water seepage, narrow sections with steep side slopes, weak spots due to the dredge tailings used into construct the levee, and structures, including drainage pipes and a retaining wall, that have been built into or through the levee.

Levee Screening Risk Assessment Results:
The risk assessment results include a levee risk characterization, along with the recommended LSAC. This information is presented in the LST output and is only available to the levee owner and NLD users with the “regulator/manager of multiple levees” access permissions.

The Oroville CA Levee 1 was evaluated using the USACE Levee Screening Tool (LST ID #13506) in May 2025 and is considered to pose a low risk, based on the following factors:

- The estimated annualized life loss (EALL) is within societal guidelines (~6E-04).
- Low life safety risk primarily influenced by long warning times, historic and expected future high evacuation rates.
- Elevated likelihood of levee failure is mitigated by infrequent levee loading and low life loss estimates.

The levee, constructed in 1907 and modified in the 1930's using dredge tailings and unknown construction methods, reduces flood risk from the Feather River. As-built drawings are not available to document the design and construction. Subsurface soil data is limited. The structure is currently in fair structural condition, but a critical narrow section with current and historic issues was identified near Bedrock Park. There is an opportunity for the City of Oroville to expand and document O&M procedures. The levee includes a 3.5 mile section of Hwy 70 that can be loaded. Within the highway reach there are two underpasses that can be loaded by approximately 3 feet of water and requires the installation of two closures using temporary floodfight materials. There is currently no detailed plan to enact these closures.

Significant loadings on the levee are infrequent due to the presence of Oroville Dam about 5 miles upstream. Oroville dam typically regulates Feather River flows below 150,000 cfs, however peak flows approaching 327,000 cfs are possible and would overtop the levee. Estimated annual loading probabilities for most frequently loaded location are as follows:

- Loading at the embankment toe: 1 in 10
- 50% loading: 1 in 150
- Overtopping:1 in 200. The most likely overtopping point is at Bedrock Park (STA 50+00)

The flood of record occurred in 1955 before Oroville Dam was constructed (AEP ~6E-03), but no documentation of performance or loading could be found. The 1997 event (AEP ~9E-03) loaded the levee to approximately 33% of its height and resulted in documented seepage through the embankment near Bedrock Park (STA 44+00) and was addressed using sandbag rings.

The estimated annual probability of breach (APF ~5.5E-03) has relatively equivalent contribution from several different potential failures:

- Internal Erosion Through the Embankment. A physical process that was documented to have occurred during the 1997 high water event at Bedrock Park (STA 44+00)
- Levee overtopping with Breach
- Embankment Erosion
- Embankment Slope Instability related a brick retaining wall located on the landside of the levee near Bedrock Park (STA 50+00)

If a breach were to occur prior to overtopping, expected life loss is low, but non-zero. In such scenarios, flooding would cover the majority of the leveed area, with water depths ranging from 2 to 14 feet in most locations. If loading exceeds the crest, inundation extents and depth would be similar, but average life loss would be lower.

Total flood risk is primarily driven by levee breach risk, as background (non-breach) risk is approximately a half order of magnitude lower. Non-breach consequences remain low (mean estimate: 0), even when water levels exceed the levee by 3 feet.

Recommended Actions
Recommended Actions are intended to help the levee owner with levee risk management. Recommendations may include actions to better understand the levee (reducing data gaps), actions to reduce the likelihood and/or consequences of levee breach, communication efforts to build flood risk awareness, and activities related to levee operation and maintenance. The recommendations are listed in order of priority and include rough order of magnitude cost estimates.

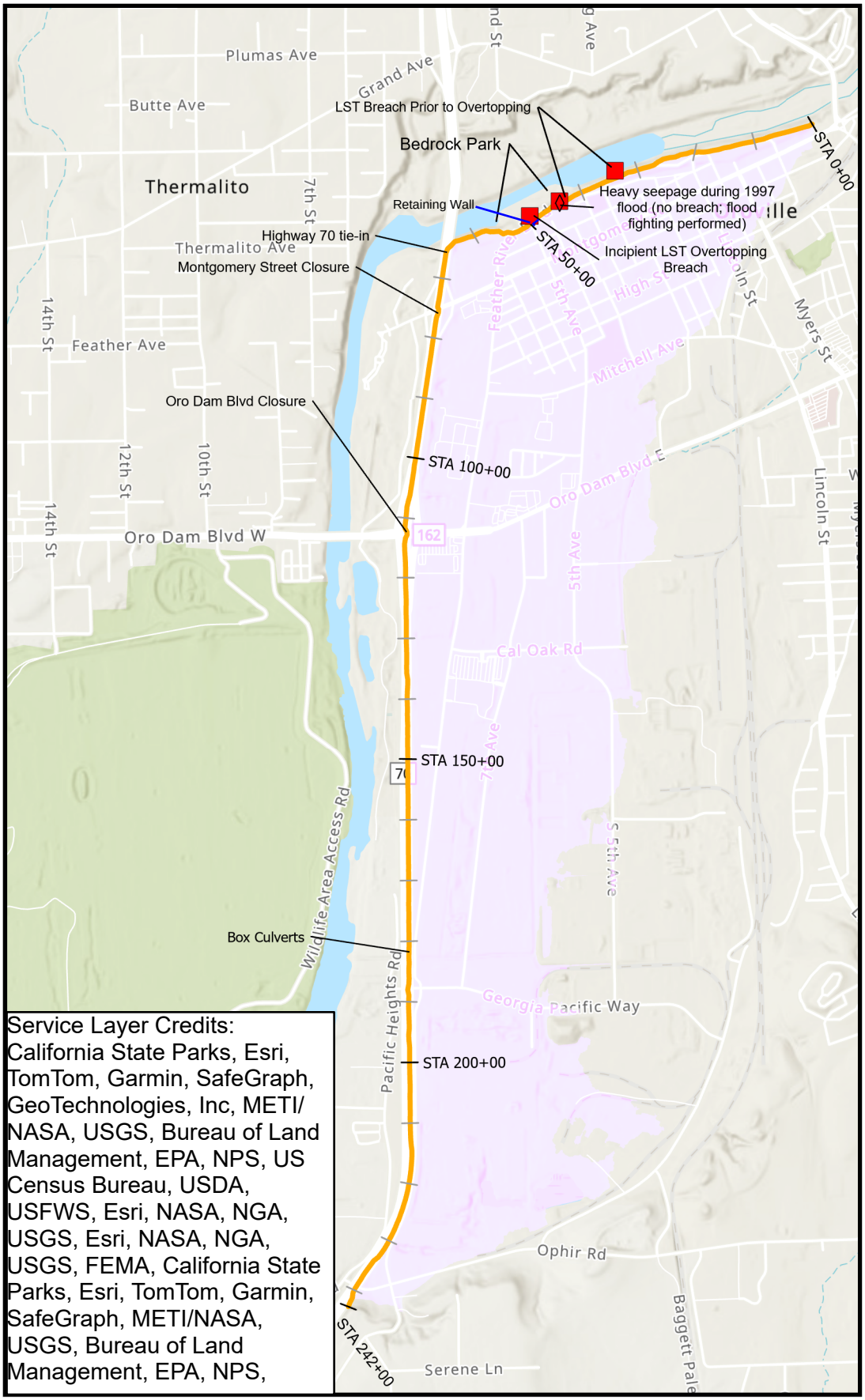
No.	Recommendation	Impact	Cost Range*
1	Update the levee hazard data in the risk assessment following the upcoming Oroville Dam Water Control Manual update to reflect the latest understanding of flood loading frequency at the Oroville CA Levee 1. Provide input to the plan, as needed.	Reduce uncertainty in levee loading frequency.	No Cost Available
2	Expand the City's flood fighting capability with training (CA DWR training available), stockpile of flood fight materials and generalized flood fight manual. Flood fight materials including closure materials, sandbags, pumps)	Improves ability to intervene during floods.	$4,000 to $60,000 Annually
3	Prepare written O&M manual and plan for inspections. Formally define levee project limits to assist in O&M activities and develop modification/encroachment review/permit. Include operations plan for intended closure structure at Montgomery Road. Develop a vegetation management plan include details for identifying and removing hazard trees.	Assists in asset management and improve levee performance.	No Cost Available

4	Perform additional subsurface exploration to better define the limits of the section of levee around Bedrock Park that does not meet seepage and stability criteria (sonic drilling recommended). Include geophysical methods that may help reveal if concrete paneling exists within the embankment. [No USACE cost available. However, local A/E contractor estimate was $12K per boring and $15-$20K for geophysical. Note: The 2015 levee certification plan prepared by HDR estimated the need for 12-18 additional borings.]	Reduce uncertainty in levee performance. Potenially inform future structural measres.	No Cost Available
5	Complete structural improvements to the narrower levee section(s) upstream of the bedrock park and/or near the Hwy 70 tie-in. Remove landside retaining wall at bedrock park if obsolete. Acquire real estate to widen section and flatten landside slope with a filter compatible berm/buttress in areas of historic seepage (Design concept only. To be verified). Ensure design meets recommended factors of safety.	Improve levee performance.	$780,000 to $8,800,000
6	Complete detailed inventory of pipes. Perform interior inspection of all pipes within the levee footprint with a priority on those that perpendicularly bisect the levee. Repair as needed. Add flap gates to all storm drains. (Cost estimate assumes 7 pipes)	Reduce uncertainty in levee performance related to pipes.	$7,000 to $89,000

7	Develop a levee specific Emergency Action Plan that lays out action triggers based on Feather River at Oroville river gage. Consider critical infrastructure and plans for mitigation/protection.	Reduce potential consequences and increases resiliece.	No Cost Available
8	Improve the understanding of background flood risk (i.e. flood risk not associated with levee failure). Quantify seepage flow through and beneath the levee system, including Highway 70, during high water and the resulting impacts. Develop an interior drainage plan for the southern portion of Oroville. Investigate the impact of ungated box culverts through Highway 70 during flood events including the interaction of interior drainage.	Improve understanding	No Cost Available

**Cost Estimates developed from "Summary of Costs Associated with Levee-related Activities" dated March 2023. Available at www.leveesafety.org. Cost Estimate Limitation: Each levee system has large variability. Users should view the low and high range of costs as a general guide. Actual costs will depend on levee-specific circumstances. Adjustments to account for specific local conditions should be made as necessary. Price level date: March 2023.*

Overview Map: Oroville CA Levee 1



Service Layer Credits: California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, Esri, NASA, NGA, USGS, FEMA, California State Parks, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS,

Levee Review Site Visit

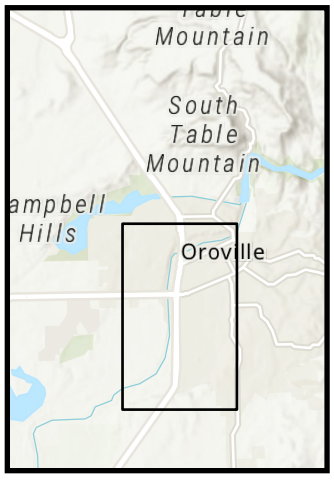
Details

Name: Oroville CA Levee 1
NLD System ID: 1905041233
NLD Segment ID: 1904041233
Location: Oroville, CA
Date Inspected: May 8, 2025

Legend

- Leveed Area
- Oroville CA Levee 1
- Major Station -5000
- Minor Station -1000
- LST Breach Location
- 1997 Seepage
- Retaining Wall

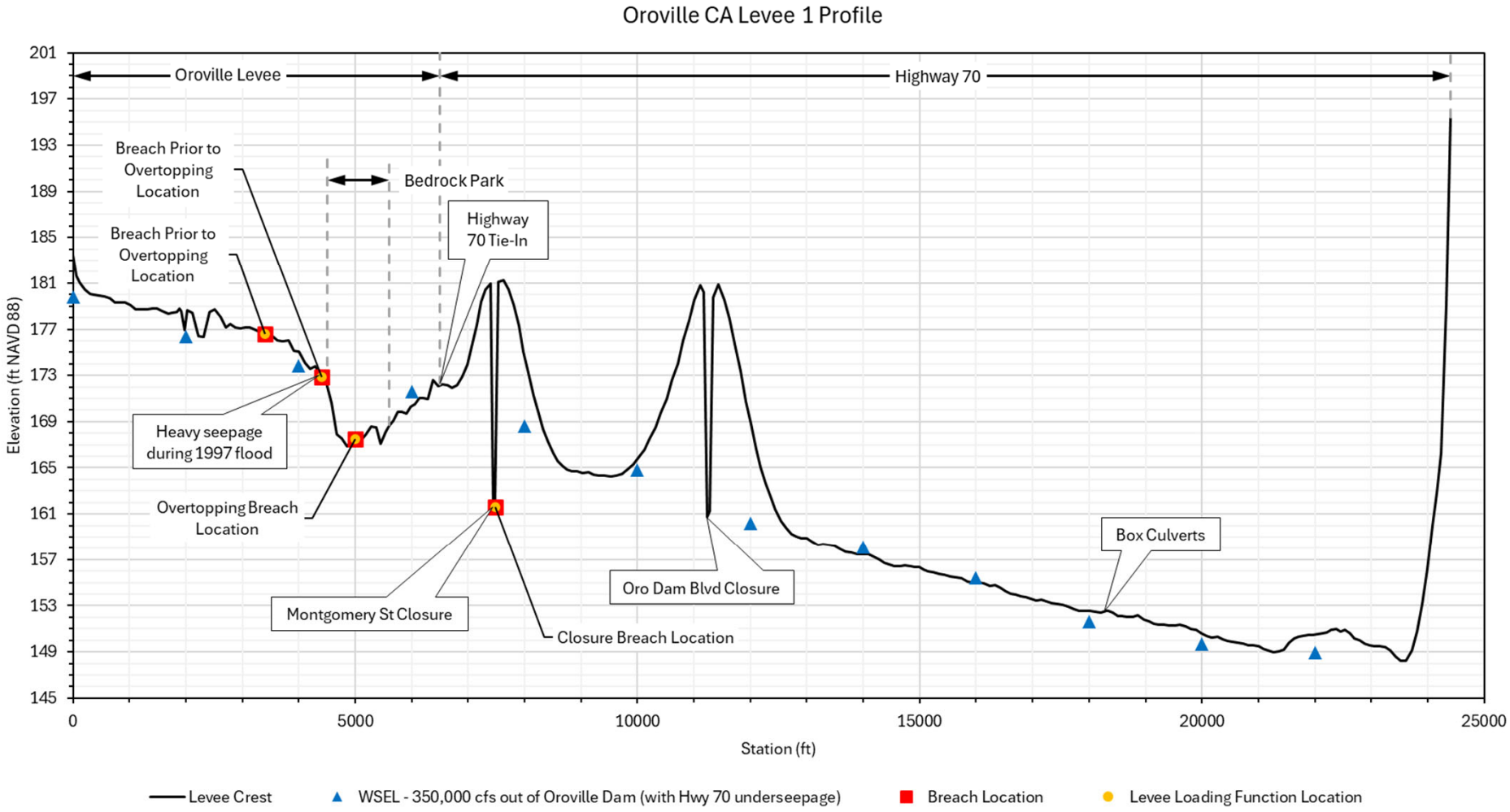
Location Map



N

0 0.35 0.7
Miles

Scale 1:30,000


Oroville CA Levee 1 Profile
Oroville Levee
Highway 70
Bedrock Park
Breach Prior to Overtopping Location
Breach Prior to Overtopping Location
Highway 70 Tie-In
Heavy seepage during 1997 flood
Overtopping Breach Location
Montgomery St Closure
Closure Breach Location
Oro Dam Blvd Closure
Box Culverts
Elevation (ft NAVD 88)
201
197
193
189
185
181
177
173
169
165
161
157
153
149
145
0
5000
10000
15000
20000
25000
Station (ft)
Levee Crest
WSEL - 350,000 cfs out of Oroville Dam (with Hwy 70 underseepage)
Breach Location
Levee Loading Function Location

Section II.

Levee Screening Risk Assessment Report

Section II. includes a summary of the Levee Screening Risk Assessment performed with the USACE-developed Levee Screening Tool. This assessment helps understand the magnitude of risk at the levee. It uses available data to assess flood loading, expected levee performance, and possible consequences if the levee breaches. Consequences include loss of life and direct property damages. Major findings from the screening risk assessment, which aided in prioritization of recommendations, are provided at the end of this Section.

Chapter 1: Levee Background Information

Levee System Overview

National Levee Database Levee System Overview: The Oroville CA Levee 1 was originally built by local interests in 1907. The most significant modifications were made in the 1930s, when leftover earthen spoil materials from gold mining operations (dredge tailings) were placed along the riverside of the levee, widening it to over 250 feet in some areas of downtown Oroville. The completion of upstream Oroville Dam in 1968 has greatly reduced the frequency and severity of flooding on the levee by regulating flows in the Feather River. Oroville Dam is a multipurpose facility, providing both water conservation and flood risk reduction benefits to downstream communities, including Oroville. Prior to operation of the Dam, the 1955 flood event is estimated to have loaded the levee to 90% of the levee height. Since operation of the dam in 1968, there have been three major floods where the river levels rose high enough to load the levee. During previous floods, the river levels did not reach the top of the levee; however, in an extreme flood event, such as one involving extra water released from the dam during an emergency at Oroville Dam, water could flow over the levee. Highway 70 behaves as a levee and makes up part of the levee system. Highway 70 is taller and sits at a higher elevation than the levee, but during significant flood events, floodwaters could reach Highway 70 and openings at bridge crossings (Montgomery Street and Oroville Dam Blvd E) would need to be manually closed with temporary barriers, such as sandbags. A drainage pipe near Georgia Pacific Way could also let floodwaters into areas behind the levee and would need to be manually closed with sandbags.

A levee system may include one or more discrete segments representing portions of a levee operated and maintained by a single entity. The segmentation of this levee system is shown in Table 1.1 below. This report provides risk assessment information on the segment in bold.

Table 1.1: Levee segments of the Oroville CA Levee 1

Levee Segment Name	Levee Segment ID #
Oroville CA Levee 1	1904041233

An overview of the levee system and the leveed area are viewable as Figure 1.1.

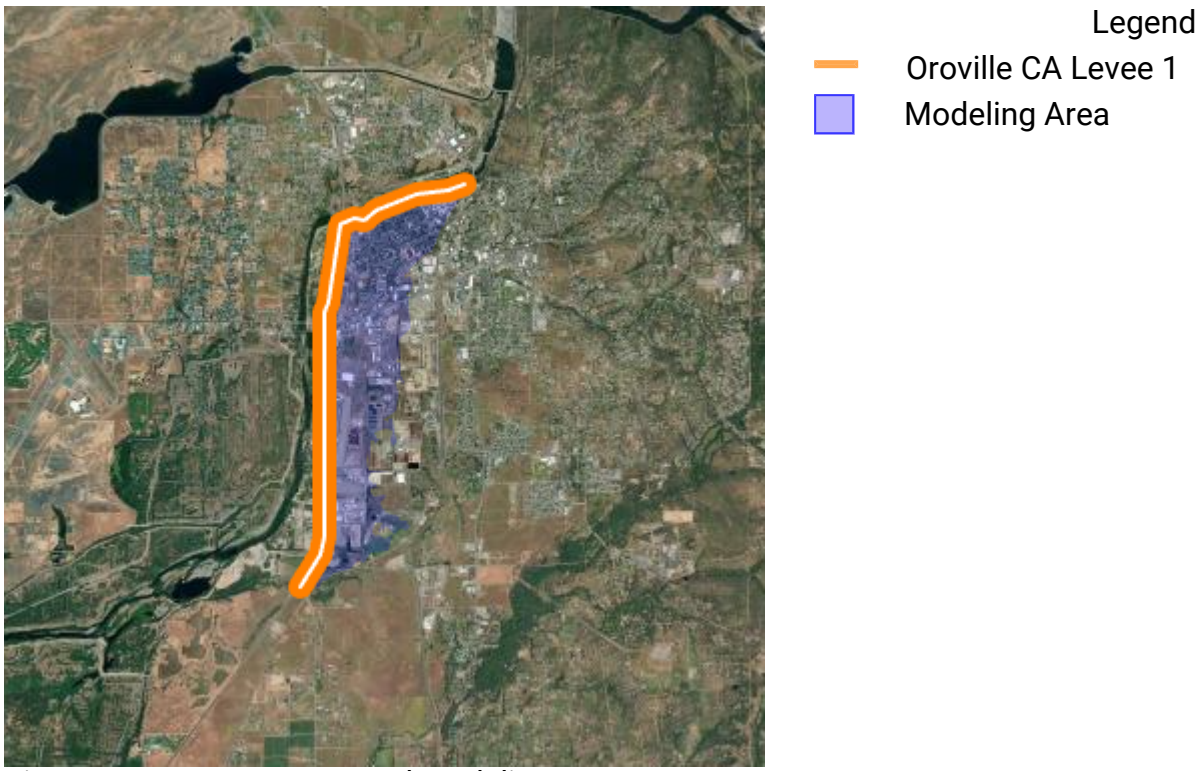


Figure 1.1: Levee System and Modeling Area

Segment Levee Features & Basic Information: The Oroville CA Levee 1 is owned by the City of Oroville. The National Levee Database has the following information about the levee features that comprise the levee segment and some basic levee geometry (Table 1.2).

Table 1.2: NLD Levee Segment Information

Levee Features and Geometry			
Earthen Levee Embankment	4.53 mi	Representative Levee Height	15.0 ft
Floodwall	N/A	Representative Levee Crest Width	30.0 ft
Closure Structures	NaN ft	Representative Water Side Slope	2.0H:1V
Maximum Levee Height	19.0 ft	Representative Land Side Slope	3.0H:1V
Minimum Levee Height	6.0 ft	Total Length	4.60 mi

This levee system contains closure structures. A closure structure is a temporary component of the levee system that is put in place at openings along the embankment/floodwall to provide flood protection when the flood source is elevated. Closure structures have many forms, functions, and scales. The following closures were evaluated during the screening risk assessment:

Table 1.3: Closures

Closure Name	Closure Type
Montgomery Street Closure Structure	Sandbag

Primary Embankment and Foundation Material and Construction Method:
The City of Oroville is located in the northeastern portion of the Sacramento Valley, underlain by accumulated deposits of sands, gravels, and silts eroded from the adjacent mountains. The city is mapped as being underlain by dredge tailings from the adjacent Oroville Gold Fields dredging field.

The original levee was constructed as an earthen embankment with a 4-inch thick concrete facing. Subsequently dredge tailings were placed along the levee east of Bedrock Park. A Geotechnical Evaluation conducted in 2012 included 14 soil borings; 8 along the levee crown and 6 along the landside levee toe along with laboratory testing of representative samples. Exploration and testing results indicate the levee consists of sands, gravels, and cobbles dredged from the Feather River. Laboratory testing resulted in fines content ranging from 21% to 92% within the levee embankment fill. Most of the samples show moderate to high fines content (>60%), particularly those classified as CL or ML. Sandy gravels and gravelly sands are expected to extend more than 20 feet below the bottom of levee transitioning to native underlying clays, silts, and silty sands.

Additional Screening Comments:
The levee screening was performed on May 8, 2025 by USACE and its contractors for the Inventory and Review effort as authorized by Congress (33 U.S.C. Chapter 46) for the purpose of a one-time review of all levees identified in the National Levee Database. The levee owner/operator (City of Oroville) and the State (CA DWR) participated in the risk assessment. Weather conditions were mild, with no wind and sunny conditions. In addition to the participants listed herein, the following persons participated in the screening:
- USACE - Michael Gonia
- City of Oroville – David Pittman (Mayor), Alyssa Stutz, Brian Ring
- CA DWR - Mike Mierzwa, Wade Wylie, David Gordon, Laurence Sanati
- Sutter Butte Flood Control Agency- Michael Bessette
- R&F Engineering – Chris Fritz

- HDR – Daniel M Jabbour

Highway 70 Segment Evaluation:
The assessment team determined that the Highway 70 embankment is not a critical section for levee performance, primarily due to its robust cross-section, which features a wide crest (approximately 100 feet minimum) and flatter slopes (at least 2H:1V). These characteristics increase resilience to internal erosion, slope instability, and erosion-related performance issues. The embankment is constructed with engineered, compacted fill and a prepared foundation in accordance with Caltrans specifications.

The performance section of this report details the rationale for selecting critical levee sections for each assessed potential failure mode. In its current condition, the northern levee reach was identified as more susceptible to performance issues than the highway segment.

Additionally, the highway section is not expected to be a dominant contributor to levee risk. The embankment is less frequently loaded as the Feather River widens downstream, and several feet of freeboard are expected to remain on Highway 70 when the levee system begins to overtop the northern reach. The consequences of a breach along the highway segment would also be less severe, as such breaches are not expected to cause as much inundation to the higher-density downtown Oroville area.

While not identified as a risk driver for levee risk, local participants in the risk assessment described heavy seepage (clear) and resulting flooding behind the levee during the 1997 high water event.

Chapter 2: Flood Hazards

One component of the risk equation is hazard. The risk assessment provides an opportunity to improve the understanding of the sources of flooding and how likely they are to occur. A screening risk assessment will consider all riverine and/or coastal storm surge hazards and use best available information to characterize those hazards. The levee specific hazard and flood loading assessment information is summarized in this section.

The hydrologic and hydraulic data sources and methods used to determine flood hazard data for this screening are listed below:

Table 2.1: Hydrologic & Hydraulic Data Sources & Methods

Data Type	Method	Age	Comment
Hydrologic Data	Rainfall Runoff Model (Calibrated)	10-19 Years	The FIS published in 2011 includes flood frequency estimates based on regulated flows for Feather River at Oroville. The FIS notes that reservoir routing for the Feather River – Yuba River system was performed using HEC-ResSim, which is likely calibrated to historical discharge data.
Hydraulic Data	Unsteady Flow Hydraulic Model	<10 Years	R&F Engineering (R&F) created a 2D HEC-RAS model of the Feather River (and including the levee) in 2024 for City of Oroville and Sutter Butte Flood Control Agency. The assessment used this model to develop a rating curve (flow vs. loading height) for the levee. For additional information, refer to the Hydrologic Hazard Memo included in the Screening Supporting Information under the LST Documents tab.

The hydrologic and hydraulic data sources were used to develop a loading function for the levee segment which conveys the likelihood of the levee being loaded to a specific percentage of its height. This is a key parameter in the risk computation. One or more flood loading curves may be developed during the screening process to assist in the understanding of hazard. The hazard curve for the levee control location (LCL) - a term used to define the location the levee will overtop first is presented in Table 2.2 and graphically in Figure 2.1 Flood loading probabilities are expressed as annual exceedance probability (AEP) values for physical positions on the levee (toe, crest, and 3-feet above the levee crest). Toe loading represents when the levee structure first encounters flood water. Incipient overtopping represents flood water just beginning to exceed the levee crest elevation.

Table 2.2: Levee Flood Hazard Curve

Water Level Description	Representative AEP
Sta 50+00 Toe Loading	0.009
Sta 50+00 Incipient Overtopping	0.005
Sta 50+00 Overtopping + 3ft	0.003

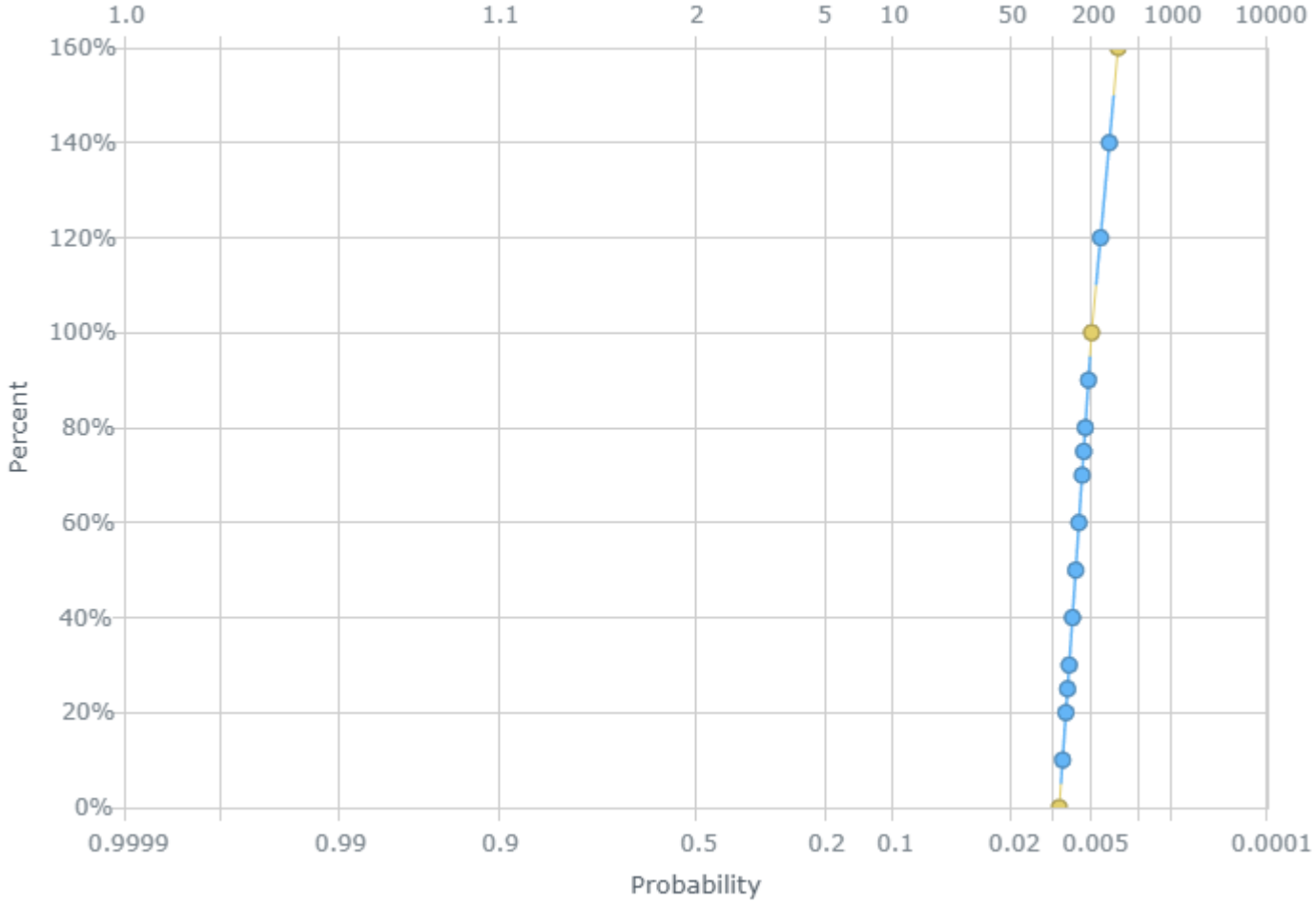


Figure 2.1: Semi-log % levee height-frequency hazard curve for levee embankment. Points in yellow represent data entered by the screening team. The remaining points are interpolated.

Table 2.3: Levee Feature Toe Loading

Levee Feature	Toe Loading AEP
Closure Structure	0.007

Historic flood loading information provides important context when compared with how the levee has responded during those flood events. Key flood characteristics are included below in Table 2.4.

Table 2.4: Historic Flood Information

Flood Characteristic	Value
Largest Historical Flood (AEP)	0.006
Largest Historical Flood Levee Loading as a % of Total Levee Height	90.0
Flood Duration Characteristics	Short (<1 Day)

Chapter 3: Consequences

Consequences refer to the impacts to the area behind the levee in the event the levee breaks or fails or that water flows over it. Consequences can include loss of life, economic losses, and adverse environmental impacts.

The Levee Screening Tool consequence estimate includes loss of life and direct economic damages to property (structures and contents) caused by a breach or water flowing over the top of the levee. The estimate considers both who and what are in harm's way (exposure) as well as how susceptible to harm they are (vulnerability). Estimates of flood inundation and potential consequences are made in the LST using simplified applications of HEC-RAS and LifeSim.

USACE seeks to manage flood risk to people, property, and the environment, but considers risk to life safety a priority. Potential consequences to environmental, cultural, historic, and important non-monetary resources are qualitatively considered as part of the risk assessment.

Consequence estimates for loss of life and property damage are based on information from the National Levee Database (NLD), the United States Geological Survey National Elevation Dataset, and the National Structure Inventory (NSI) database. Adjustments, except for critical infrastructure, can be made in the LST if there is more detailed consequence information available (e.g. more detailed elevation model).

Basic information about the population and property within the leveed area is listed in Table 3.1.

Table 3.1: Modeling Area Information

Modeling Area Information	
Population (Day)	4,703
Population (Night)	2,878
# Structures	1,280
Property Value ($1000s)	2,043,324

Emergency Preparedness

Emergency preparedness, along with community and flooding characteristics, impacts the ability and success rate of a population within the leveed area to implement protective action, such as evacuation, during a flood emergency. The following qualitative assessment of evacuation planning, community awareness, flood warning effectiveness, and hazard advanced notice is used to define numeric parameters in the consequence estimating LifeSim model.

Table 3.2: Emergency Preparedness Evaluation

Emergency Preparedness		
Evacuation Planning	Flood Specific	The City of Oroville provides information on evacuation terminology, routes, and flood evacuation zones in South Butte County through its website, including an interactive evacuation map. While evacuation guidance addresses multiple hazards, the primary focus is on fire and flood events. Butte County maintains a FEMA-approved Local Hazard Mitigation Plan (LHMP), updated under the Disaster Mitigation Act of 2000, which assesses risks from natural hazards and outlines mitigation strategies. Annex D of the LHMP includes hazard-specific evacuation information for the City of Oroville. The County's Emergency Operations Plan (EOP), updated in April 2022, defines emergency response roles and procedures for large-scale disasters, including floods. Sub-regional evacuation plans, including those for Oroville, feature maps, routes, public assembly points, and preparation tips. The southern and western parts of the county include 11 designated flood evacuation zones. Historically, the city of Oroville was partially evacuated during the 1997 flood event when intense storms threatened levee stability and caused significant regional flooding. This event prompted improvements in emergency planning and flood preparedness for the area. The California Department of Water Resources also maintains updated inundation maps for Oroville Dam to support flood response planning. In summary, Oroville and Butte County have developed multi-hazard evacuation plans, with flood-specific components, historical experience responding to flood threats.
Community Awareness	Very Aware	Community members are aware that they could be impacted by a flood event and their lives could be at risk if they do not evacuate. The City of Oroville is located almost immediately downstream of the Oroville Dam. In February 2017, heavy rainfall damaged the main and emergency spillways at the Oroville Dam and prompted the evacuation of approximately 200,000 people downstream of the dam, which included those located within the City of Oroville. The Oroville Dam Spillway Incident was heavily covered in the media and still is a topic of discussion today. Overall, it is estimated that the community has a high perception of flood risk.
Flood Warning Effectiveness	Fast	Appendix H of Butte County's Emergency Operations Plan (EOP) addresses flooding and dam failure emergencies. Section 4 details agency roles in flood response and warning dissemination. Appendix H emphasizes the importance of robust public warning systems, which include electronic alerts, news broadcasts, Code Red (an opt-in multilingual alert system), and door-to-door notifications. Key alert systems used to notify the public, that were also used during the 2017 Oroville Dam Incident, include: emergency radio (1460 AM), landline and cell phone notifications; social media; television; reverse 911, FEMA's Integrated Public Alert & Warning System (IPAWS), and Alert FM. These systems support rapid dissemination of evacuation orders. According to the 2018 ASDSO Conference Paper by Gregory Richards, Jason Needham, and Jesse Pope titled, "The Human Element: Warning and Evacuation During the Oroville Dam Incident," most respondents of their research surveys indicated most people sought additional information before taking action to evacuate. Taking this into account, the research paper developed PAI curves for two different populations (Butte County and Sutter/Yuba Counties further downstream). These curves show the downstream communities took protective action at quicker rates than the curve in LST, even with High Risk Perception and Fast Flood Warning Effectiveness ratings. Population 1 (Butte County) curve showed 90% of people took action about 100 minutes after warning issuance and Population 2 (Sutter/Yuba Counties) curve showed 90% of people took action at about 240 minutes.
Hazard Advanced	Short	Hazard advance notice is short (2-4 hours). Breach prior to overtopping scenarios typically reflect shorter durations. While experienced CA DWR support to local

Emergency Preparedness		
Notice Breach		flood patrol and response activities is expected, the City does not have well documented flood response plan that would support efficient detection and locals lack experience to determine when conditions require mandatory evacuation notice initiation. Historically, in 1997, evacuation notice was sent initiated primarily by the high-water flows and not directly related to the levee distress (seepage at Bedrock Park). Short is conservatively selected based on the lack of a well-documented plan and limited local knowledge, training, and experience with flood response.
Hazard Advanced Notice Overtopping	Long	The Butte County EOP outlines varying activation levels for emergency response which include monitoring flood watches, major incidents or potential incidents, and severe weather. Based on the County's level of preparedness when monitoring and responding to flood hazards and given that historic events hazard allowed adequate warning time, it is estimated that the amount of warning time available for an overtopping scenario would be approximately 8 to 24 hours (long). California Department of Water Resources also monitors atmospheric river forecasts days in advance and actively monitors water levels behind Oroville Dam during major storm events.

Inundation & Consequence Modeling

Inundation modeling is completed with HEC-RAS hydraulic modeling software. Each inundation set has three inundation scenarios. For breach prior to overtopping, the scenarios are 50, 75, and 100-percent load. For overtopping, the scenarios are 1, 2, and 3-feet above the 100-percent top-of-levee load with and without breach. The expected inundation depths of Breach Prior to Overtopping at 100% loading is viewable in Figure 3.1. The inundation extending into the flood source indicates the approximate location of the modeled breach.

The LifeSim software is used to simulate the movement of people during a flood evacuation in order to better understand the potential for life loss and flood-induced property damages.

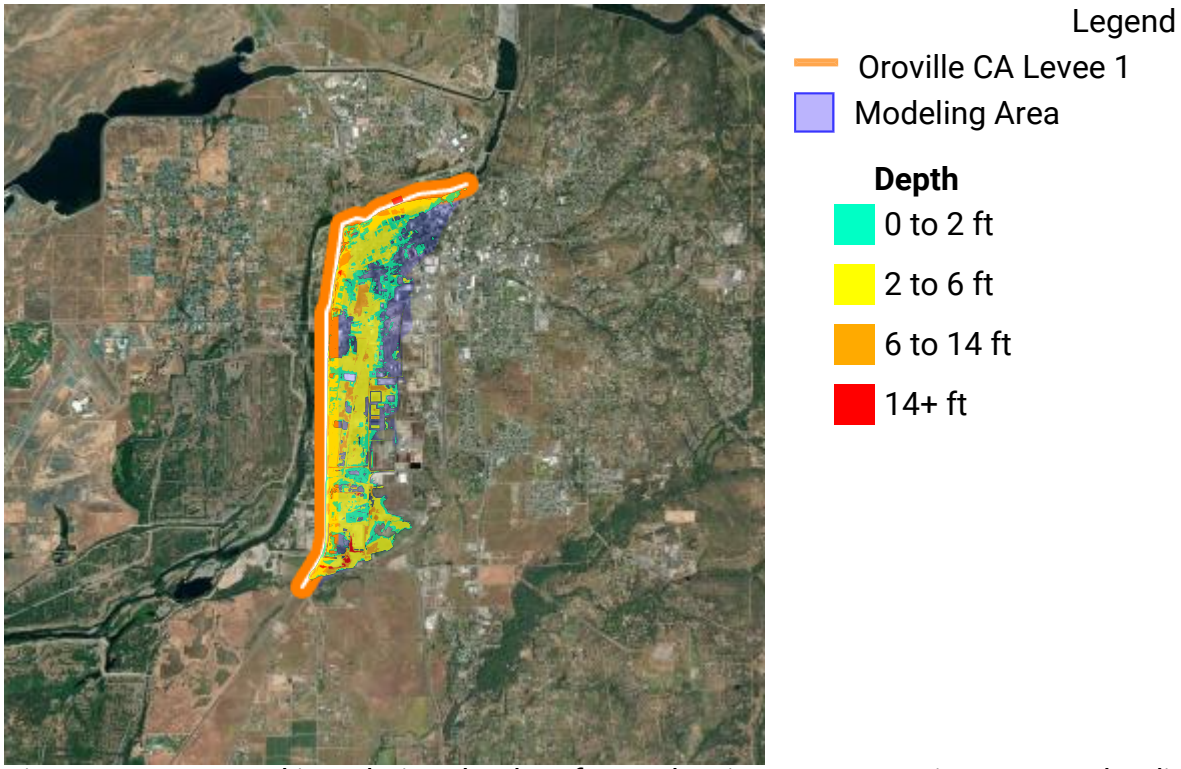


Figure 3.1: Expected inundation depths of Breach Prior to Overtopping at 100% loading.

Consequences Results

Consequences Narrative: Incremental life loss is expected to be very low across all scenarios with an estimated mean life loss of zero, with scenario-dependent ranges between 0 and 8 fatalities. In a breach prior to overtopping scenario where a potential breach occurring near the City of Oroville popoluation center, a breach would occur relatively quickly with the erodible embankment materials. Breach flows would be on the residential community directly adjacent to the levee and generally travel south and flow through the leveed area taking several hours. (The breach prior to overtopping scenario of the Montgomery St closure would result in breach flows on the order of hundreds of cfs and inundate a much smaller extent, dramatically reducing the exposed population at risk). Despite the life-threatening flood depths, the anticipated life loss is very low due to the strong evaucation planning, flood warning effectiveness, and high community awareness of flood risks the exposed population as percentage of the population at risk is low. As demonstrated by historical events the community's capacity for large-scale evacuation is strong. In 1997, the City of Oroville issued an evacuation order roughly two hours after identifying a flood hazard, successfully evacuating about 10,000 people within seven hours. During the 2017 Oroville Dam spillway crisis, approximately 200,000 downstream residents, including Oroville, were evacuated.

In an overtopping breach scenario, expected breach flows are expected to be about half as much (~5,000cfs) as the breach prior to overtopping scenario due to the shorter levee height at the incipient overtopping location. The inundation extents are relatively similar between scenarios, with the primary difference being the advanced hard notice offered by Oroville Dam high flow release warnings to the affected downstream communities. Although formal evacuation triggers are not currently in place, the City maintains a direct communication line with Oroville Dam operators, enhancing situational awareness and enabling coordination of controlled spillway releases. As a results, the exposed population at risk is even lower than in a breach prior to overtopping scenario and very low life loss is expected.

It should be noted that the LifeSim modeling inside the LST does not account for potential life loss on roads. There was significant traffic congestion noted during the 2017 Incident. Eyewitness accounts describe frustrated and anxious evacuees stuck in bumper-to-bumper traffic for hours, according to local news (KRON4). There is potential for some life loss to occur during traffic congestion from a mass evacuation.

Economic damages are projected at approximately $110 million (representing the probability weighted average damage for all levee breach inundation scenarios), and critical infrastructure may be affected by inundation or levee breach including several schools, an urgent care center, and key utilities.

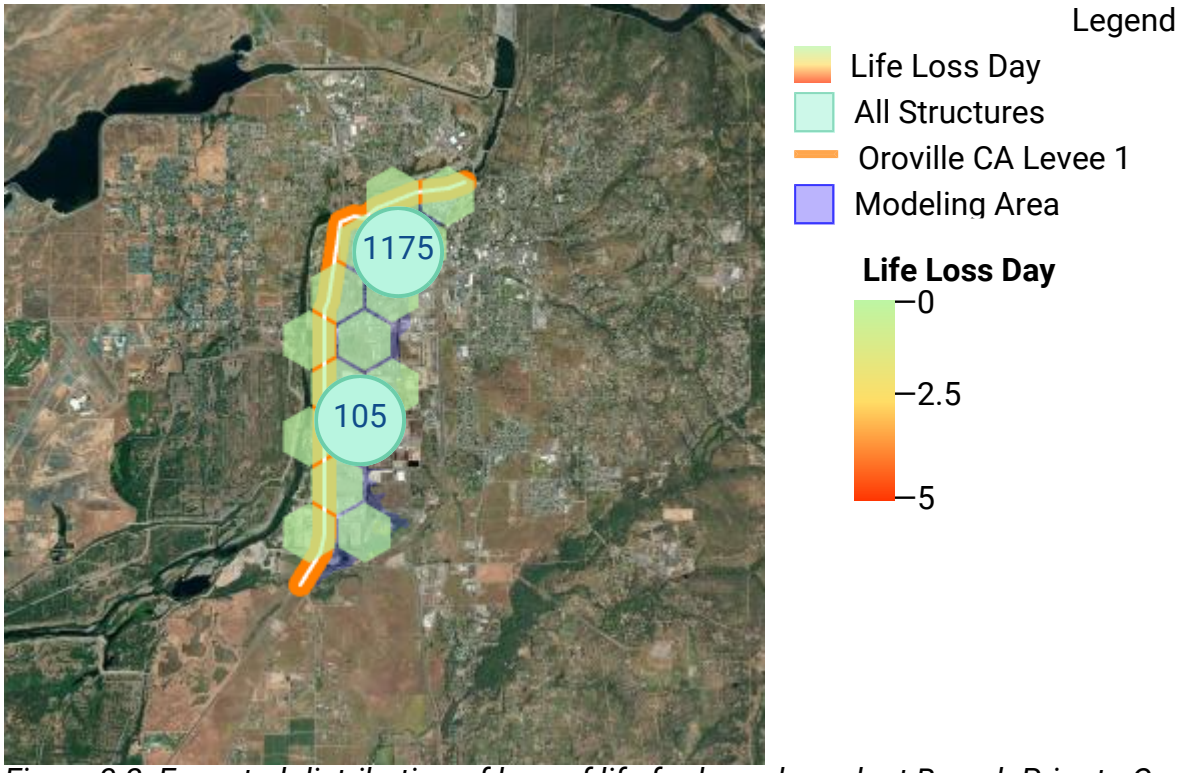


Figure 3.2: Expected distribution of loss of life for levee breach at Breach Prior to Overtopping at 100% loading.

Average life loss for the breach scenarios are listed in Table 3.3.

Table 3.3: Loss of Life and Economic Consequences for Critical Inundation Scenarios

Breach Scenario	Life Loss	Fatality Rate	Property Damages	Structures Inundated
Breach Prior to Overtopping PTOT (100%)	0.48	0%	$246M	765
Overtopping without Breach	0	0%	$34M	274
Overtopping with Breach	0.05	0%	$175M	646

The simplified application of LifeSim in the levee screening tool does not account for potential loss of life on roads. In the simplified methodology, if people leave their structure prior to the flood arriving, they are assumed to be safe. However, the difference in time between when people leave their structure and when water arrives at their structure can provide insights as to whether loss of life on roads is likely to be high. For this assessment, 1% of the evacuating groups left their structure within 30 minutes of water showing up at their structure. Anything over 10% could lead to significant increase in estimated loss of life if a full evacuation study is completed depending on road network congestion and distance to safety.

Critical Infrastructure Comment: The critical infrastructure is typically defined by structures within the leveed area based on information from the Homeland Infrastructure Foundation-Level Data (HIFLD) Open database. However, for this leveed area, no critical infrastructure features were identified by HIFLD. The following critical infrastructure were identified during the on-site activities and provided by city staff during the risk assessment workshop:
PG&E electric substation (Mitchell & Beach)
4 schools (two childcare/preschool, two elementary), approx. 600-1000 enrollment (total)
Senior complexes (Mitchell Ave)
Urgent Care Center (900 Oroville Dam Blvd E)
Tribal Health Facility (Feather River Tribal Health)

National Guard (Engineering Unit)
Sewer Treatment Plant (only treatment plant for area)
Critical line in lower Themalito fiber optic line
Highway 70 (State highway)
Highway 162 (State highway)

Table 3.4: Critical Infrastructure

Name	Category	Max Depth (ft)	Max Velocity (ft/s)	Arrival Time (Mins)

Inundation exposure characteristics are based on Breach Prior to Overtopping at 100%.

Chapter 4: Levee Performance Assessment

Flood Performance History

The levee has not experienced a failure breach from any performance mode prior to overtopping.

Based on past performance, the City has flood fought in the past; during the 1997 event sandbagging was performed to fight the seepage that occurred near Bedrock Park. Note that while some sources describe a sand boil, anecdotal first-hand observations shared during the workshop indicated it was heavy seepage flow near the toe and not a typical boil emerging from the foundation.

The levee has not overtopped.

There is no documented record of any floodfighting intervention to prevent levee overtopping.

Performance Assessment

Levee performance assessment in the levee screening tool is accomplished by evaluating the likelihood of specific levee failure modes. A failure mode is a unique set of conditions and/or sequence of events that could result in failure. The levee was evaluated for expected flood performance with water loading to the levee crest for the following potential failure modes:

- Backward Erosion and Piping in Foundation
- Internal Erosion through Embankment
- Embankment Slope Instability
- Embankment Riverine Erosion
- Closures
- Overtopping

Each potential failure mode is expanded into an event tree that describes the physical process of initiation to breach. Each node of the event tree (typically being: initiation, continuation, progression, unsuccessful intervention, and breach) has a rating of likely, neutral, unlikely or very unlikely. The values associated with those qualitative descriptors are 0.9, 0.5, 0.1 and 0.01, respectively. The elicitation considers flood loading at the levee crest except for the overtopping breach PFM which assumes 1 foot of overtopping. Each node is independent of the previous node. The risk assessment team uses available design, construction, condition, and past performance information about the levee to inform their ratings of each node. The likelihood of the potential failure mode completing the failure process is equal to all the nodes multiplied together. Reference the LST 2.0 Technical Manual for additional details on the screening risk assessment methodology and guidance.

Backward Erosion and Piping in Foundation

Failure Mode Description: In general, backward erosion piping occurs when soil erosion (particle detachment) begins at a seepage exit point - caused by excessive uplift pressure - and erodes backwards (upstream), supporting a “roof” along the way. As the erosion continues, the seepage path gets shorter, and flow concentrates, leading to higher gradients, more flow, and the potential for erosion continues to increase. More simply, this failure mode is the result of seepage weakening the ground supporting the levee.

The potential failure mode event tree was evaluated with the following node qualitative and/or numeric values displayed in Table 4.1 below:

Table 4.1: Node Ratings

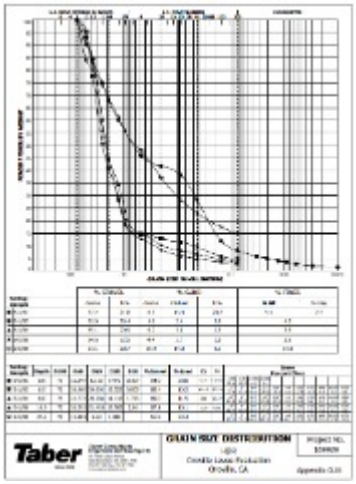
Node	Rating	Value	Justification
Initiation	Neutral	0.5	The likelihood of initiation at this location is assessed as neutral, based on competing factors that would suggest both increased and decreased likelihood of BEP. Sandy Soils at Toe: Relatively clean, fine sands were observed at the toe of the slope below the levee section adjacent to Bedrock Park. Local knowledge also indicated the area of Bedrock Park historically functioned as a natural beach, consistent with the presence of native sandy materials. Based on the anecdotal information, fine to medium sands are possible with continuity from waterside to landside, however, this was not apparent within the foundation soils from the available exploration logs. Absence of Observed Foundation Boils or Erosion: There is no documented evidence of foundation boils or eroded material deposition at this site, which are key indicators of BEP. The absence of these signs suggests that seepage noted during past flood events did not result in progressive erosion or instability. Lack of Preferential Flow Features: A review of geologic and historic topographic mapping does not indicate any geologic, geomorphologic, or terrain features that would promote preferential or concentrated seepage paths, such as buried channels or paleosols. Foundation Soil Composition: Backwards erosion piping requires a continuous layer of fine to medium poorly graded sands in the foundation. The subsurface explorations (borings) did not encounter this condition. Based on the available boring logs, the foundation materials in this area are generally described as dense sands and gravels with cobbles, interbedded with silt and clay. The relative density and particle size distribution for this material is not conducive to piping erosion. The presence of cobbles further enhances resistance to piping by disrupting potential continuous flow paths and increasing the energy required for particle movement. These soil characteristics reduce the likelihood of underseepage initiation through the foundation.
Continuation	Likely	0.9	An unfiltered exist likely exists at landside toe. The levee has no engineered filter or toe drain.
Progression	Neutral	0.5	The likelihood of progression at this location is assessed as neutral, based on competing factors that would suggest both increased and decreased likelihood of progression. Duration is likely sufficient to progress a piping failure, but the foundation material is not expected to hold a roof. Relatively long duration of flow (~4 days) is possible based on anecdotal observations during flood events in 1997 and 2017.1997 event had a large snowpack melt whereas 2017 event was mostly rain. Foundation soils generally expected to be granular soils and non-plastic silts which are not likely to hold a roof for progressive erosion. However, deeper foundation soils may include fine-grained soils with potential to hold a roof.
Unsuccessful Intervention	Neutral	0.5	The City has experience with flood response, having taken action during past events such as the 1997 flood, when sandbagging was used to address seepage near Bedrock Park. The City is capable of

Node	Rating	Value	Justification
			coordinating with other agencies to support flood response efforts. Forecasting capabilities are generally strong, though more advanced flood-fighting techniques may be required in the future. Nearby borrow sources provide accessible material for emergency use.
Breach	Likely	1	Breach is likely, assuming preceding nodes occur.

Contributing Factors: Design/Construction deficiency, Previous damage area

Supporting Images:

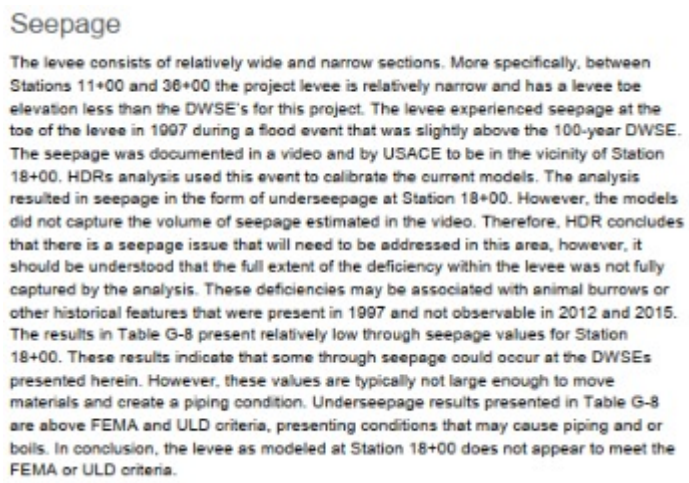
Initiation



Grain Size Distribution - 2012 HDR Geotechnical Report - Gravel and Sand with Varying Fines Content



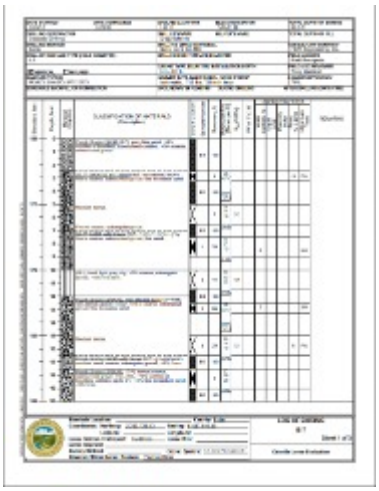
Geologic Map Overlay



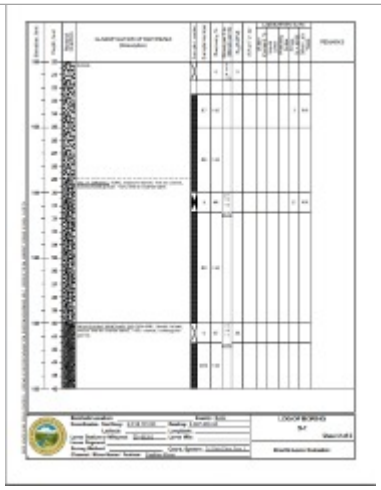
Seepage

The levee consists of relatively wide and narrow sections. More specifically, between Stations 11+00 and 36+00 the project levee is relatively narrow and has a levee toe elevation less than the DWSE's for this project. The levee experienced seepage at the toe of the levee in 1997 during a flood event that was slightly above the 100-year DWSE. The seepage was documented in a video and by USACE to be in the vicinity of Station 18+00. HDRs analysis used this event to calibrate the current models. The analysis resulted in seepage in the form of underseepage at Station 18+00. However, the models did not capture the volume of seepage estimated in the video. Therefore, HDR concludes that there is a seepage issue that will need to be addressed in this area, however, it should be understood that the full extent of the deficiency within the levee was not fully captured by the analysis. These deficiencies may be associated with animal burrows or other historical features that were present in 1997 and not observable in 2012 and 2015. The results in Table G-8 present relatively low through seepage values for Station 18+00. These results indicate that some through seepage could occur at the DWSEs presented herein. However, these values are typically not large enough to move materials and create a piping condition. Underseepage results presented in Table G-8 are above FEMA and ULD criteria, presenting conditions that may cause piping and or boils. In conclusion, the levee as modeled at Station 18+00 does not appear to meet the FEMA or ULD criteria.

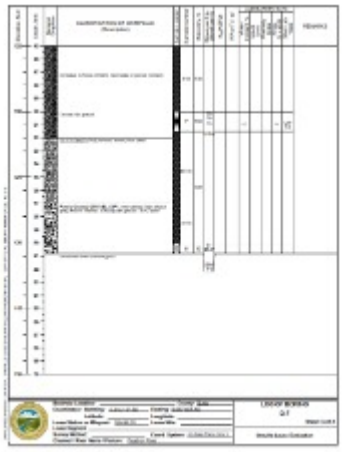
Seepage Analysis Results - 2012 HDR Geotechnical Report



Soil Boring Log B-7 (1 of 3) - Sta. 7+00



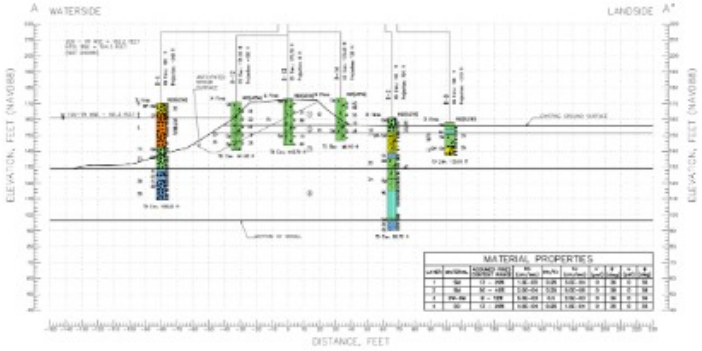
Soil Boring Log B-7 (2 of 3) - Sta. 7+00



Soil Boring Log B-7 (3 of 3) - Sta. 7+00



Sand Observed at Toe of Slope Below Levee Embankment



Subsurface Profile Near Station 45+00 - 2012 HDR Geotechnical Report

Unsuccessful Intervention



Intervention - 1997 Sand Bag Placement

Internal Erosion through Embankment

Failure Mode Description: The internal erosion failure mode consists of multiple sub-categories of ways levee soil can be eroded by the mechanism of water flow within the levee. Two of the main ones are concentrated leak erosion and internal migration. The driving physical process for internal erosion assessed for this screening is Concentrated Leak Erosion.

Station 44+00 was selected as the critical section for evaluation of Internal Erosion (Bedrock Park) due to levee geometry, potential continuous flaw, uncertainty in the levee embankment fill material, and past performance with heavy seepage noted during previous flood events without mitigative or remedial repairs. This portion of the levee is relatively narrow with steep slopes and located at a transition from the original 1907 concrete-faced levee section to the widened section, overbuilt dredge tailings. A nearby boring identifies the levee fill as a silty sand (although rotary drilling method into a coarse soil may have returned a not representative sample). At this location, the random fill may include a continuous highly porous zone initiating soil contact erosion of the silty material. The concrete faced historic levee terminating immediately downstream of this location may introduce flow concentration to the area. Highway 70 embankment was determined not to be a critical section (see Levee Information tab for more detail).

Table 4.2: Node Ratings

Node	Rating	Value	Justification
Initiation	Likely	0.9	Initiation rated likely due to evidence of past seepage that has not been repaired. Heavy seepage was documented (photo and video) near this location during 1997 flood event (~47% loading) and anecdotal discussion of similar occurrence in 1986. While some of the provided information describes a sand boil at this location, further review of documentation and discussion with those that observed the event suggests that this was seepage through the embankment emerging near the landside toe and not a typical boil. Additionally, during the on-site levee inspection, animal burrows were observed on the landside slope/toe and trees were observed on both the landside and waterside slope.
Continuation	Likely	0.9	An unfiltered exit likely exists at landside toe. The levee has no engineered filter or toe drain.
Progression	Neutral	0.5	The levee is primarily composed of granular soils and non-plastic fines—such as cobble, gravel, sand, and silt—which are generally not conducive to forming a stable roof. However, soil classifications from borings at this cross-section include SM (silty sand), suggest potential for soils to have sufficient cohesion to support a roof structure. There is also uncertainty regarding the location and condition of the original 1907 concrete-surfaced levee section. Where this buried concrete facing is damaged or only intermittently present, it may concentrate seepage flows or promote the formation of voids, as has been observed in upstream areas where the concrete has been exposed. At this location, the levee crest is about 38-feet wide and 14-feet tall with a landside slope of about 2.5H:1V. Regarding flood duration, relatively long periods of elevated water levels—on the order of 4 days—are possible near the toe or just above it during rain-on-snow events, as previously noted. Durations above 50% of the levee height (corresponding to approximately 180,000 cfs at station 44+00) are more difficult to quantify due to the lack of historical events of this magnitude following the construction of Oroville Dam, but could range from 1 to 2 days. Durations at or above 100% levee height are expected to be less than 1 day.
Unsuccessful Intervention	Neutral	0.5	Based on past performance, the City has flood fought in the past; during the 1997 event sandbagging was performed to fight the seepage that occurred near Bedrock Park. The City has the ability to contact other entities to help with flood fighting response. Forecasting abilities are generally very good. More advanced flood fighting techniques may be needed. City has levee patrols which makes identification likely. Nearby borrow sources are available for material.
Breach	Likely	1	Breach is likely, assuming preceding nodes occur.

Contributing Factors: Vegetation, Design/Construction deficiency, Previous damage area

Supporting Images:

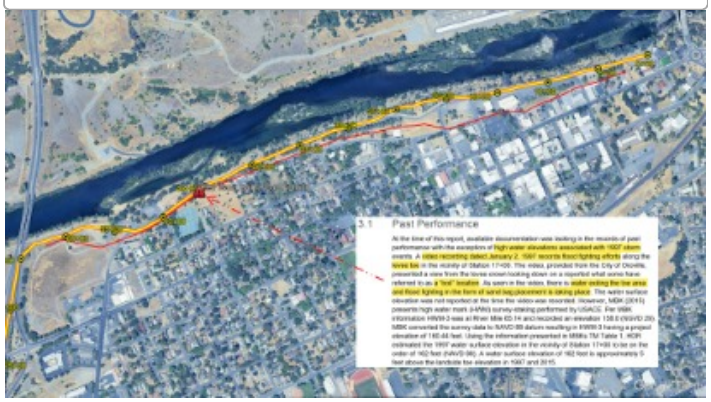
Initiation



Station 50+00 Landside Slope



Looking Upstream at Bedrock Park Station 50+00 Near Middle of Picture - Trees on Waterside Slope



Past Performance 1997 Seepage Report



Multiple Burrows/Voids Near Station 50+00

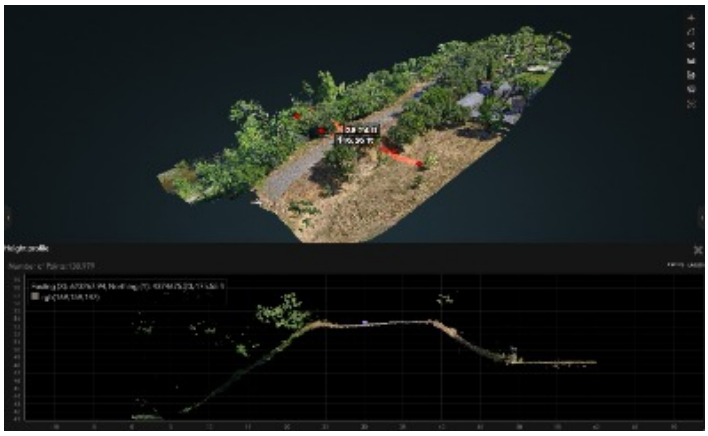


Close-up of Burrow/Void Near Station 50+00

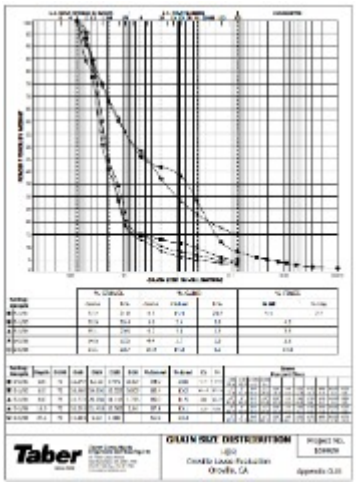


Aerial photo annotated with location of transition from original 1907 concrete-faced levee to section overbuilt with dredge tailings and the reported 1997 seepage location

Progression



Cross-Section at Sta 44+00 Levee Section



Grain Size Distribution - Gravel and Sand with Varying Fines Content

Unsuccessful Intervention



Flood Fighting - Bedrock Park

Embankment Slope Instability

Failure Mode Description: Stability potential failure modes occur from lowering the levee crest due to shear failure of the levee embankment and foundation or instability of the levee slopes leading to overtopping, erosion, and breach. The potential for seismic induced slope failures are not assessed in a screening risk assessment.

The potential failure mode event tree was evaluated with the following node qualitative and/or numeric values displayed in Table 4.3 below:

Table 4.3: Node Ratings

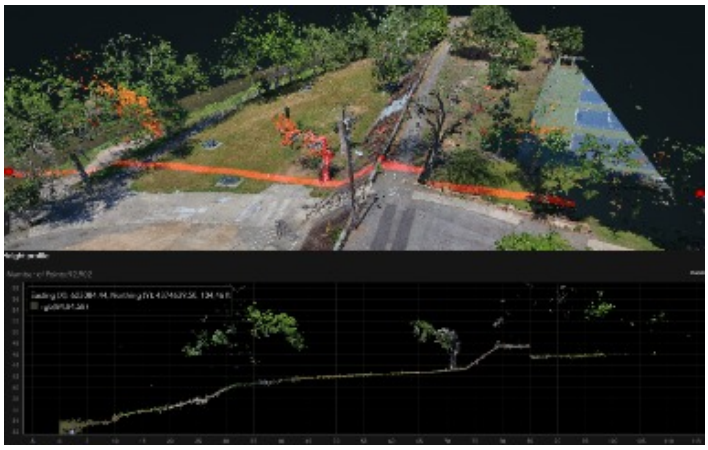
Node	Rating	Value	Justification
Initiation	Neutral	0.5	The likelihood of initiation at this location is assessed as neutral, based on competing factors that would suggest both increased and decreased likelihood of initiation. HDR's 2015 steady-state slope stability analysis for the Bedrock Park area indicated a factor of safety (FS) of approximately 1.0 or less under extreme flood conditions at the top of the levee, suggesting potential for slope instability. The analysis assumed a relatively shallow failure surface and adopted conservative effective shear strength values of 35 to 36 degrees. These values were lower than the 43 to 47 degrees that HDR estimated from correlations with the equivalent blow count and Plasticity Index, indicating a conservative approach. The landside slope in this area is inclined at approximately 1.5H:1V and consists of embankment fill classified as SM (silty sand). Importantly, the section containing the existing brick retaining wall was not included in HDR's analysis. The top of the landside retaining wall is at approximately the levee crown. Observations shared during the workshop, including a report from a DWR attendee, noted outward rotation of the wall —though the magnitude was unspecified— as well as lack of wall drainage (i.e. weep holes) raising concerns about its structural adequacy and potential contribution to localized instability. It is also worth noting that, despite the low FS values under extreme conditions, there have been no documented slope stability issues in this area based on past performance.
Continuation	Likely	0.9	Continuation is likely as the levee is a relatively homogeneous embankment and there is no continuous higher strength core (zone) or cutoff within the levee to intercept slope failure surface. The location of the Concrete on the waterside slope surface is not expected to significantly contribute shear strength or resistance of continuation of landside slope instability.
Progression	Unlikely	0.1	The primary concern centers on a more global failure mechanism initiated by the retaining wall, rather than progressive shallow failures as modeled in HDR's analysis of nearby section without the retaining wall present. While HDR's analysis considered shallow slip surfaces with low factors of safety under extreme conditions, these are not expected to retrogress through the full levee section. Displacement—such as rotation or settlement—or failure of the retaining wall could initiate localized instability, potentially leading to subsidence or partial slope failure. However, such a failure is not expected to result in complete loss of the levee crown. Flood durations just above the levee toe could be relatively long during certain events, but the granular and gravelly nature of the embankment fill makes it unlikely that retrogressive failures would continue beyond the initial movement. Once displaced, the coarse material is expected to stabilize and resist further movement. Additionally, there is no documented history of slope instability in this area, which supports the conclusion that while localized deformation may occur, a full breach or crest loss is unlikely under

Node	Rating	Value	Justification
			the anticipated conditions.
Unsuccessful Intervention	Neutral	0.5	Given the retaining wall's easily accessible and high visibility location, signs of distress or failure—such as movement of the retaining wall or visible slope deformation—are likely to be detected promptly through routine patrols. The presence of the retaining wall, however, introduces a potential failure mode that could occur rapidly, particularly if the wall were to collapse suddenly. In such a case, the opportunity for early detection may be limited, depending on the nature and speed of the failure. In terms of intervention, access to the site is generally good, and nearby borrow sources for soil and rock are available to support rapid construction of a buttress or other stabilization measures. While the potential for a quick failure initiated by retaining wall collapse could reduce the total time for effective response, the initial wall failure is not expected to result in global failure of the embankment.
Breach	Likely	1	Breach is likely, assuming preceding nodes occur.

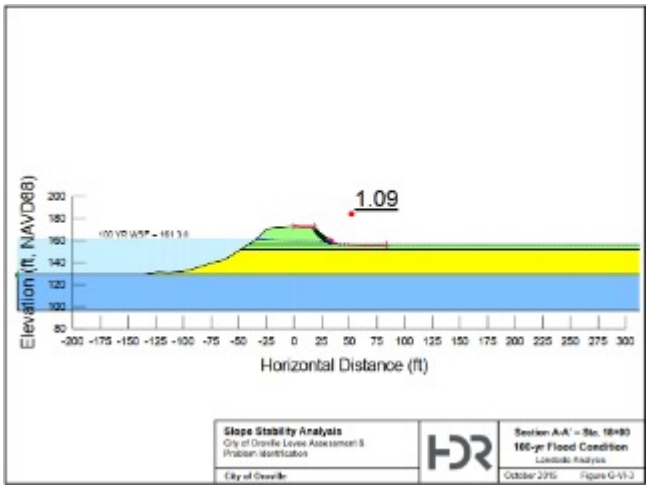
Contributing Factors: Design/Construction deficiency, Encroachments

Supporting Images:

Initiation



Cross-section through levee and landside retaining wall at Bedrock Park - drone photogrammetry point cloud during on-site activities on May 7th, 2025.



Slope Stability Analysis Near Station 45+00 0.01 AEP - 2012 HDR Geotechnical Report

Table G-11. Steady-State Stability Analysis Results at Toe of Levee

Cross-Section	Model	Attachment Figure Number	FS
Cross-Section A-A'	1997 Flood Model (LS)	G-VI-2	1.07
	100 yr Flood Condition (LS)	G-VI-3	1.09
	100 yr Flood Condition (WS)	G-VI-4	1.07
	200 yr Flood Condition (LS)	G VI 5	1.06
	HTOL Flood Condition (LS)	G VI 6	0.94
	100 yr w/ Scour (LS)	G-VI-8	1.09
	200 yr w/ Scour (LS)	G-VI-9	1.05
	HTOL w/ Scour (LS)	G-VI-10	0.76

Summary of Slope Stability FS Near Station 45+00 - 2012 HDR Geotechnical Report

Progression



Landside Retaining Wall Near Station 50+00

Embankment Riverine Erosion

Failure Mode Description: Erosion potential failure modes occur when the loss of the levee is caused by erosion of the levee embankment or foundation from due to wave action on the waterside of the levee, or by high velocity channel flows flowing across the waterside slope or at the toe (scour). The evaluation of this potential failure mode focuses on the erosive force of the hazard source and the levee's ability to resist that with its designed or natural features.

The potential failure mode event tree was evaluated with the following node qualitative and/or numeric values displayed in Table 4.4 below:

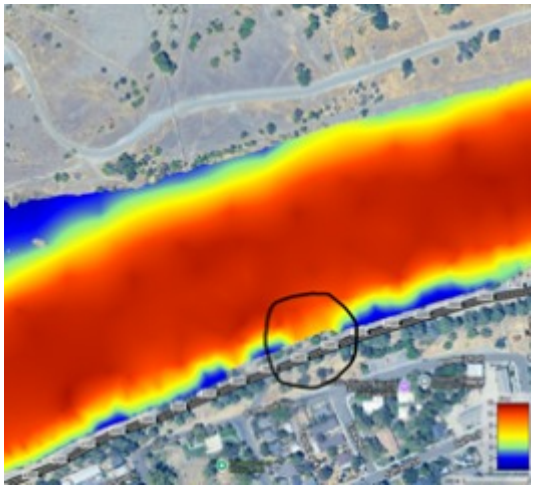
Table 4.4: Node Ratings

Node	Rating	Value	Justification
Initiation	Likely	0.9	The levee is constructed of dredge tailings consisting of sand, gravel, silt, and cobbles, which are expected to be highly erodible. The riverside slope is relatively steep—approximately 2H:1V or steeper—and no engineered erosion protection was observed. HEC-RAS modeling indicates overbank velocities in this reach of up to 8 feet per second, the highest observed along the waterside slope. While vegetative cover provides additional channel roughness, the presence of isolated large or dead trees increases vulnerability.
Continuation	Neutral	0.5	Levee material is expected to be relatively consistent and comprised of erodible to highly erodible soils. However, as erosion initiates, it may expose cobbles which will be less erodible than the loose density granular surface soils, resisting continuation.
Progression	Neutral	0.5	The likelihood of progression at this location is assessed as neutral, based on competing factors that suggest both increased and decreased potential for erosion to advance through the levee. The levee crest is approximately 20 feet wide and 6 feet high, with a landside slope of about 3H:1V. The relatively wide levee section would require a longer duration of hydraulic loading for erosion to progress to breach. On the other hand, NHC's 2015 Detailed Erosion Evaluation identified the potential for significant erosion into the levee prism due to tree fall-induced scour. However, this estimate was based on individual erosion processes—channel migration, tree fall, and wave action—evaluated separately. The greatest erosion depth was associated with a "pier scour" analogy, using a conservative 2H:1V layback slope assumption. This scenario represents a likely worst-case condition and did not indicate erosion progressing fully through the levee cross-section.
Unsuccessful Intervention	Likely	0.9	Active erosion occurring below the water surface can be difficult to observe during flood events. Access for intervention is generally available along the levee crown, with sufficient entry points for equipment and personnel. However, dense vegetation and other encroachments on the riverside slope may hinder rapid deployment of erosion control measures. The slope itself is relatively steep (approximately 2H:1V) and tall—estimated at around 50 feet from the levee crown to the channel bottom—posing logistical challenges for implementing effective erosion mitigation. Furthermore, local experience and planning specific to responding to riverine erosion PFMs is limited, which may reduce the effectiveness or timeliness of emergency response efforts.
Breach	Likely	1	If intervention is unsuccessful, breach is likely

Contributing Factors: Inadequate bank protection

Supporting Images:

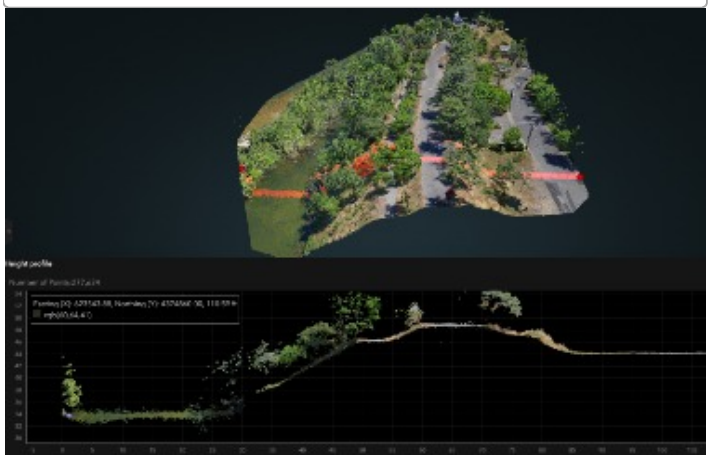
Initiation



HEC-RAS model velocities of about 8 ft/s near Sta. 34+00



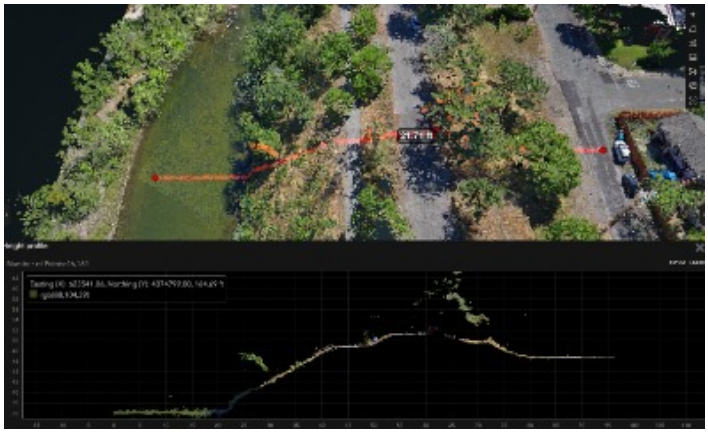
2015 NHC Erosion Study Station 29+00 Corresponds to Project Station 34+00



Aerial Ortho-mosaic Imagery Station 34+00 at Left Side of Image

Station 34+00 3D Point Cloud and Elevation Profile

Progression



Sta 34+00 Cross-Section

Closures

Failure Mode Description: This failure mode assesses the likelihood of floodwater entering the leveed area by a closure structure not function as intended; either by improper operation, structural, mechanical, or electrical failure. This potential failure mode is evaluated based on the closure structure's design, maintenance condition, and plan for operation.

The potential failure mode event tree was evaluated with the following node qualitative and/or numeric values displayed in Table 4.5 below:

Table 4.5: Node Ratings

Node	Rating	Value	Justification
Forecast Not Provided in Time	Very Unlikely	0.01	In general, forecasting capabilities are very good, particularly given that flows are primarily influenced by controlled releases from Oroville Dam. Communication between the Dam and City is enhanced by participating in the Oroville Dam. Communication between the Dam and the City is enhanced by frequent direct communication between DWR's Oroville Field Division staff and City staff, including participation in annual dam safety exercises and maintenance of the Dam's Emergency Action Plan (EAP) call tree.
Closure Not Placed in Time	Neutral	0.5	The city does not currently have a documented EAP with triggers established which reduces confidence that closure is placed in time. However, deployment capabilities are available and even without triggers being established it is expected the city would be communicating with DWR about support needed to deploy closure structures. Anticipate closure structure would need to be 3 feet tall and about 75 feet wide for protection to match incipient overtopping location near Bedrock Park. While the City believes this is possible, they would currently be relying on external support from DWR. It is possible that during an extreme event that would require a closure, external resources may be constrained.
Structure Instability	Unlikely	0.1	While a specific temporary closure has not been identified, a sandbag pyramid was discussed during the workshop as a potential measure, and it is considered unlikely to fail. The limited height (3-feet) of the closure increase confidence in its stability. In this area, debris impacts on the closure structure are not expected, and floodwater velocities are anticipated to be relatively low. (Note: other mor rapidly deployable and less labor intensive closure types are possible given dimensions.)
Unsuccessful Intervention	Unlikely	0.1	Detection: The closure structure location is easily accessible and in a high visibility area increasing the likelihood of detection of seepage or distress. Intervention: Buttressing a 3-foot tall closure with additional sandbags was discussed. Unlikely rating supported by CA DWR flood specialist involvement. Given that the closure is placed (assuming DWR installation involvement), CA DWR flood fight specialists will be deployed to assist in monitoring for distress and have materials and experience to perform any needed intervention.
Breach	Likely	1	Breach is likely, assuming preceding nodes occur.

Contributing Factors:

Supporting Images:

Forecast Not Provided in Time



Montgomery Street Looking East - Anticipate closure structure would need to be 3 feet tall and about 75 feet wide



Montgomery Street - Anticipate closure structure would need to be 3 feet tall and about 75 feet wide

Overtopping

Failure Mode Description: The overtopping failure mode is a loss of levee crest due to erosion of the levee embankment of foundation from water that has exceeded the levee crest in the form of static high water or intermittent wave over-wash.

The potential failure mode event tree was evaluated with the following node qualitative and/or numeric values displayed in Table 4.6 below:

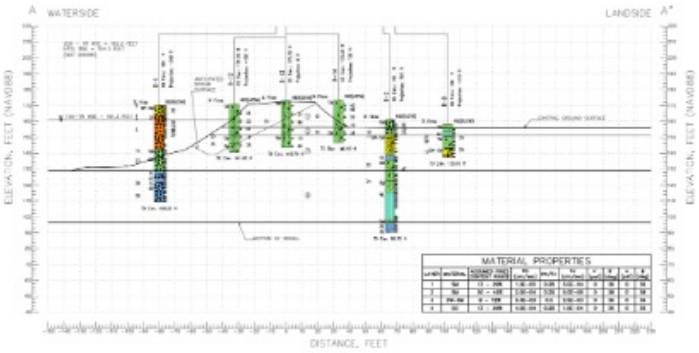
Table 4.6: Node Ratings

Node	Rating	Value	Justification
Initiation	Likely	0.9	Levee is constructed of dredge tailings, consisting of gravel sand, cobbles, and generally non-plastic fines. Levee soils are considered erodible to highly erodible. The existing landside retaining wall at this location would create turbulent flow conditions.
Continuation	Likely	0.9	No erosion resistant barrier within the levee that may resist or arrest erosion.
Progression	Likely	0.9	Levee crest is about 6-to-8-feet-wide at this location and is constructed of erodible to highly erodible soils. Duration for extreme events that would cause loading near 100% of levee is expected to be on the order of 6 to 12 hours. Overtopping would be similar order of magnitude, maybe closer to 6 hours.
Unsuccessful Intervention	Neutral	0.5	The incipient overtopping location is known and manageable levee reach of lower levee elevations totaling 300-to-500-feet in length. Access to this location is available. Flood forecasting would provide adequate time to prepare. Flood fighting could include installation of an erosion resistant emergency spillway. CA DWR, a trained and experienced agency, is likely to be engaged with on-site for technical assistance for a flood event of this magnitude increasing likelihood of successful OT breach intervention. However, some features in the overtopping reach, including the existing retaining wall present complexities to installation that may prohibit timely installation. Also, overtopping would occur during an extreme event and there is a chance that resources may be constrained. No details on triggers or procedures for this flood fight action are documented in an O&M manual or flood response plan.
Breach	Likely	1	Breach is likely, assuming preceding nodes occur.

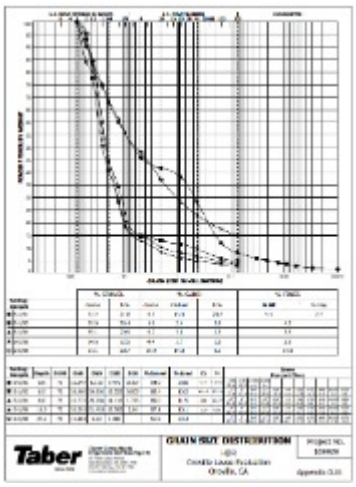
Contributing Factors: Inadequate Slope Protection

Supporting Images:

Initiation



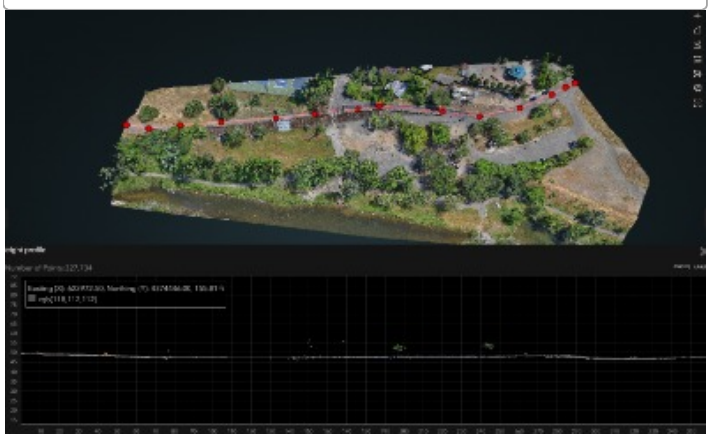
Subsurface Profile Near Station 50+00



Grain Size Distribution - Gravel and Sand with Varying Fines Content



Station 50+00 incipient overtopping - top of levee elevation decreases through Bedrock Park as the overbuilt section transitions to the original 1907 concrete-faced levee.



Station 50+00 incipient overtopping - top of levee elevation decreases through Bedrock Park as the overbuilt section transitions to the original 1907 concrete-faced levee.

Continuation



Existing Landside Retaining Wall Near Station 50+00



Levee Section at Station 50+00 Existing Landside Retaining Wall visible at Incipient Overtopping Location

Progression



Levee Section at Station 50+00 Existing Landside Retaining Wall Visible Between Levee and Tennis Courts

Chapter 5: Risk Assessment Results

Levee Safety Action Classification

To be determined.

Levee (Incremental) Risk

Levee (incremental) risk relates to the likelihood and consequences of a levee failure. Levee risk incorporates the following three inundation scenarios: prior to overtopping; overtopping with breach; and component malfunction/mis-operation.

The estimated total annual probability of failure (APF) is 5.517E-3 failures per year with flood fighting.

The estimated weighted average incremental life loss is 1.116E-1 lives per failure with flood fighting. Therefore, the best estimate of the expected annual incremental life loss (EALL) is 6.156E-4 lives per year with flood fighting.

The estimated weighted average incremental economic cost is $111,700,389 per failure. The best estimate of the average expected annual damage (EAD) economic cost is $616,219 per year.

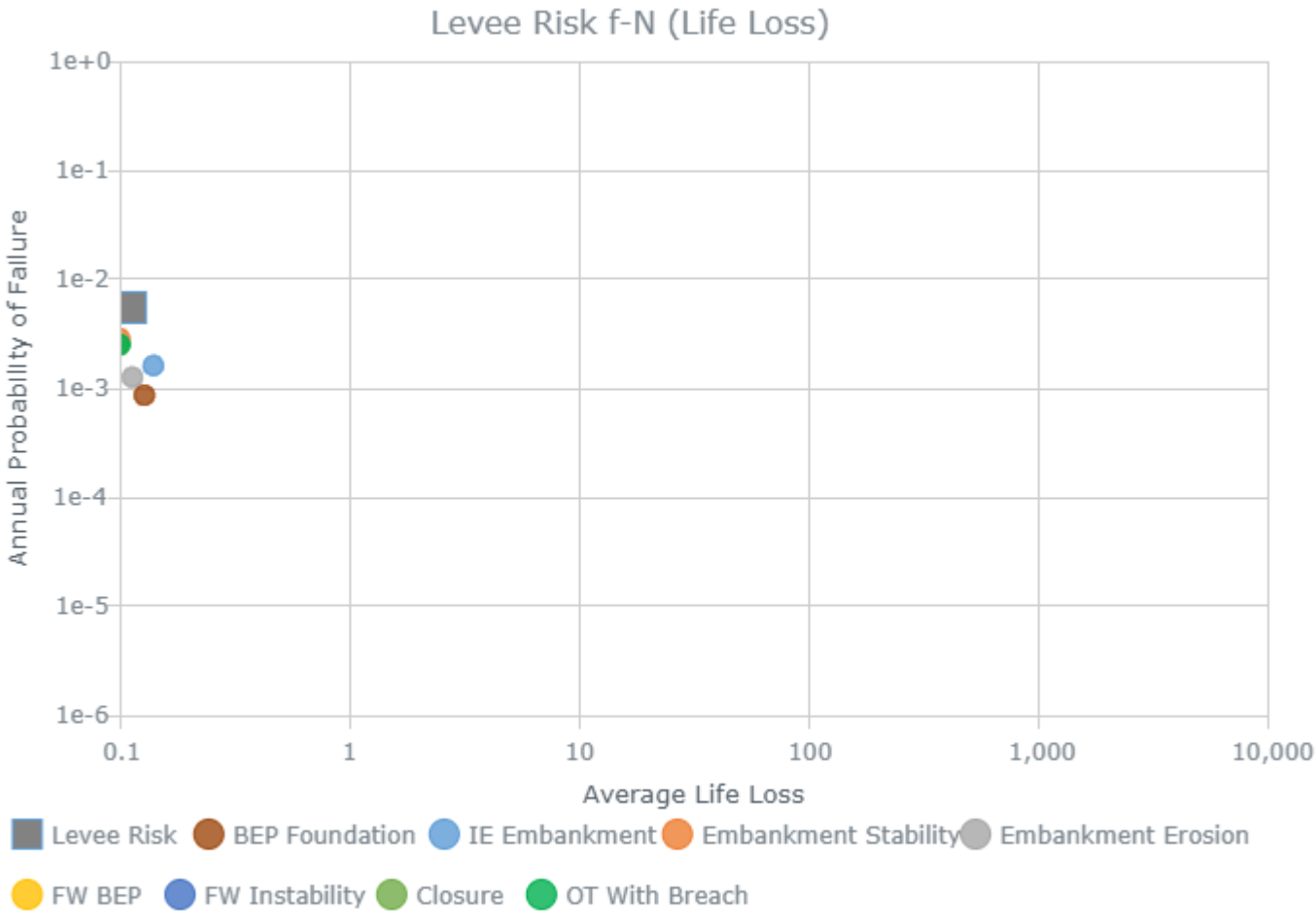


Figure 5.1: Life safety levee (incremental) risk with annual probability of failure and average life loss.



Figure 5.2: Economic levee (incremental) risk with annual probability of failure and average dollar loss.

Non-Breach Risk and Flood (Total) Risk

Non-breach risk is realized when floods exceed the capacity of the levee, but the levee does not breach. The magnitude of non-breach risk indicates the level of risk to a community remaining even if the levee performs as designed. The total incremental (levee) life safety risk and non-breach life safety risk are plotted together to inform the understanding of levee area flood (total) risk and potential overtopping resiliency and efficiency benefits, as shown below. The levee risk portion of the bar is the amount of risk that could be reduced through remediation of the existing levee (without raising it).

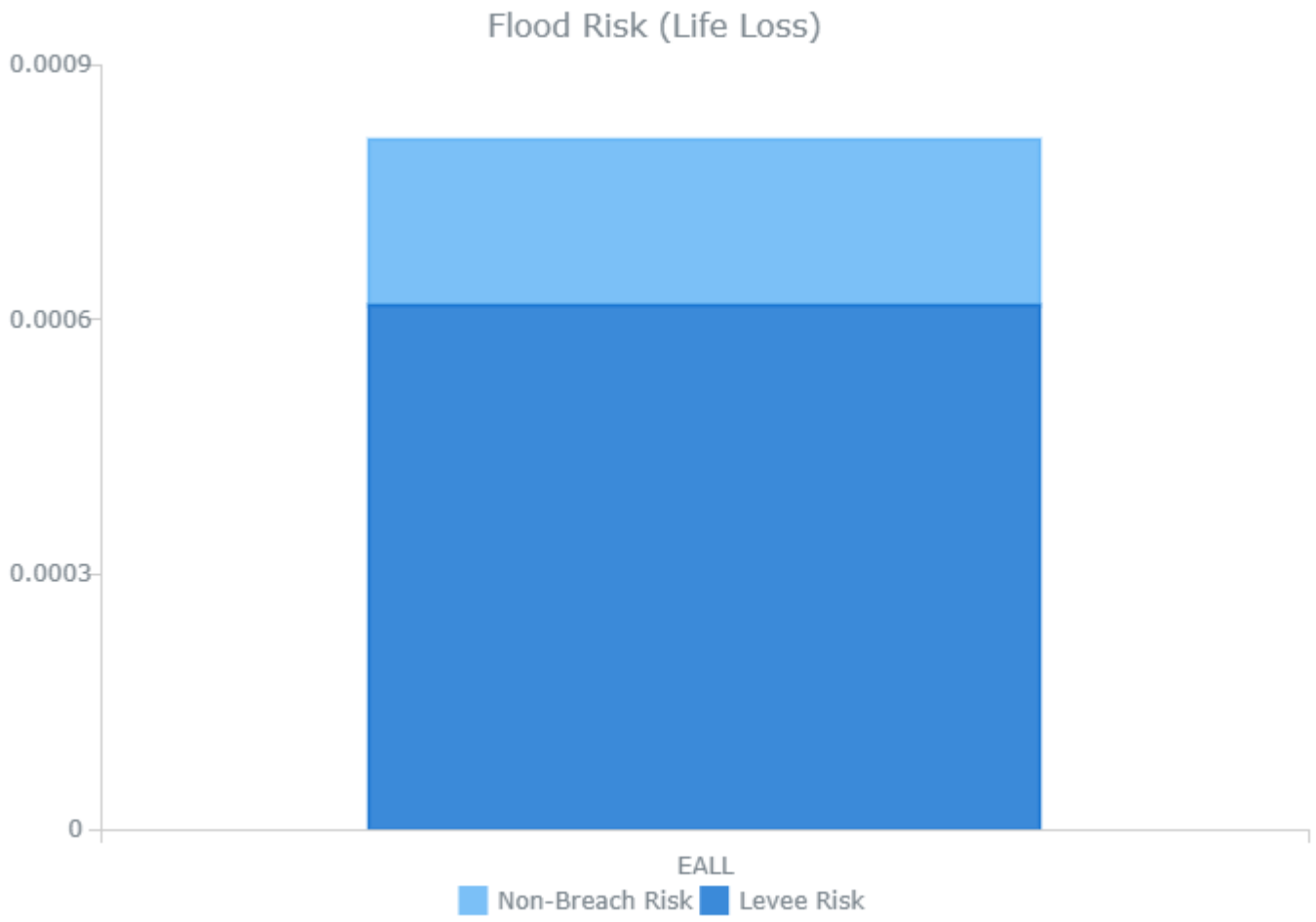


Figure 5.3: Comparison of levee risk and non-breach risk in terms of life loss (EALL).

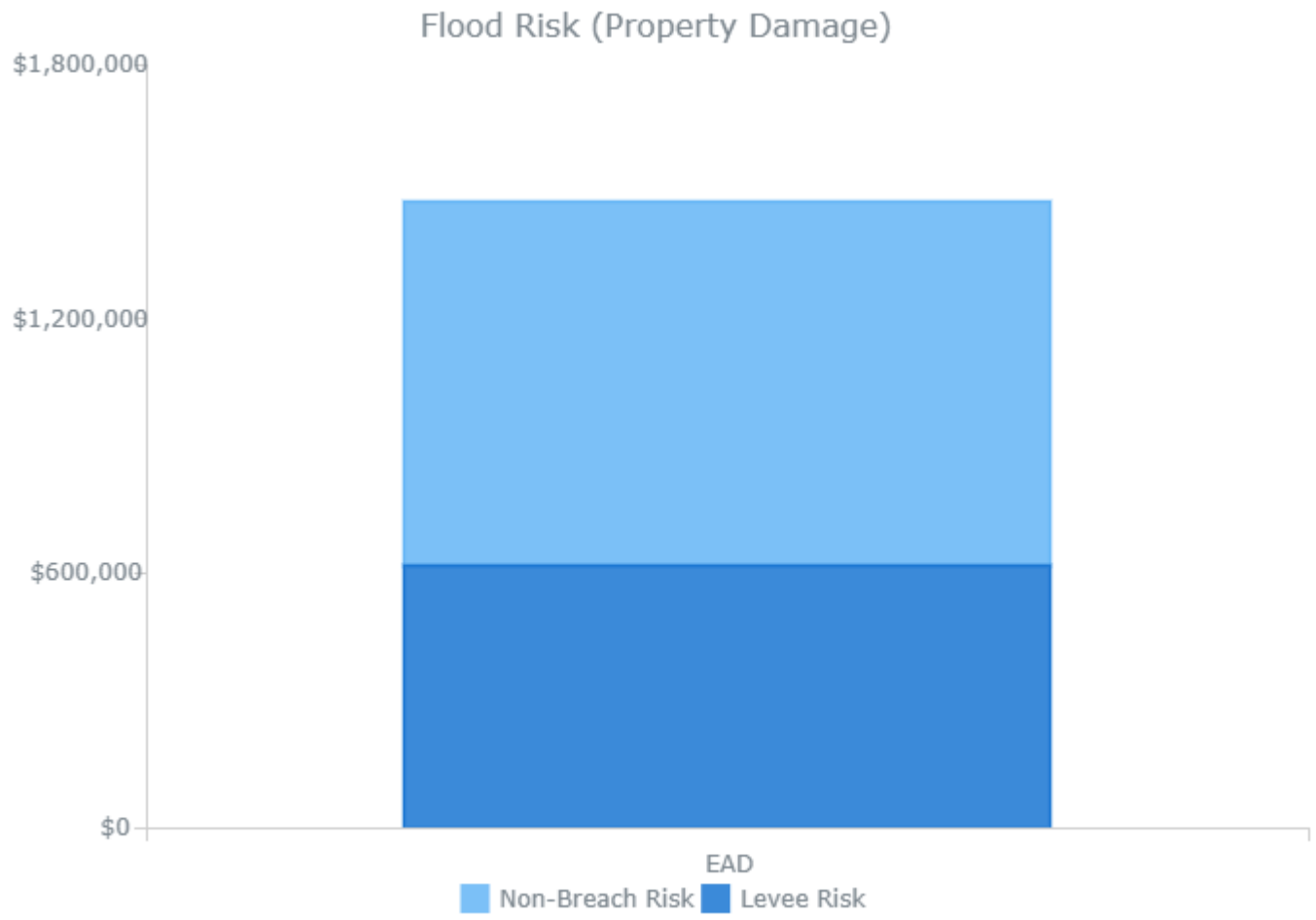


Figure 5.4: Comparison of levee risk and non-breach risk in terms of property damage (EAD).

NFIP Evaluation

A screening risk assessment is not scoped to make a determination on the levee system's accreditation status in the National Flood Insurance Program (NFIP). However, USACE and FEMA are committed to sharing levee information and the results of this risk assessment are made available for NFIP purposes.

Major Findings and Understandings

Overall Risk

- This is a low life safety risk levee, with an annual probability of inundation between 1/100 and 1/1000. Given inundation, low life loss is expected.

Hazard

- The Feather River is regulated by Oroville Dam, about 5 miles upstream.
- Since the dam's construction in 1968, peak flows have been reduced.
- Floods typically last 1–2 days, with events including snowmelt (e.g., 1997) being longer duration.
- Flood loading at the levee toe generally ranges from 0.02 to 0.01 AEP, with localized low-elevation areas (e.g., Sta. 44+00 at 156' NAVD88) reaching 0.1 AEP.
- At 0.005 AEP, overtopping is possible near Bedrock Park (Sta. 44+00 to 56+00). Closure structures may allow water entry at: Montgomery St (Sta. 74+75, 0.007 AEP), Oro Dam Blvd (Sta. 112+50, 0.005 AEP), and Box culverts (Sta. 182+35, 0.007 AEP)
- Uncertainty exists due to reliance on FIS hydrology rather than updated reservoir operations; however, a Water Control Manual (WCM) update is planned.

Performance

- The 1907 concrete-faced levee remains visible at Bedrock Park; some portions may have been removed or buried under dredged materials in the 1930s.
- Levee width ranges from 30 to 250+ feet; height varies from 6 to 19 feet.
- Primary breach drivers include slope instability, internal erosion, and riverine erosion.
- 1997 flood (160,000 cfs, approx. 33% loading) caused seepage near Sta. 44+00, flood fighting

performed, no breach occurred.
- Vegetative cover adds channel roughness; however, isolated large or dead trees on the waterside increase vulnerability. NHC analysis shows potential tree-fall induced pier-type scour up to 16 feet deep.
- A brick retaining wall near STA 50+00 at Bedrock Park (landside) shows signs of instability and rotation, the observed movement indicates potential vulnerability under flood loading.
- Although access to the retaining wall area, during potential overtopping, the geometry of the wall could hinder emergency overtopping response measures, potentially limiting effective intervention.
- Per 2015 HDR analysis, the levee near STA 44+00 does not meet standard factors of safety for seepage or slope stability. There is some uncertainty about subsurface conditions due to limited past investigations. Anecdotal reports suggest sandy historic beach deposits in the Bedrock Park area.
- Stormwater pipes penetrate the levee, but conditions and closure mechanisms are largely unknown.
- The City lacks written levee maintenance or inspection plan.
- There is no formal flood fight manual, no materials stockpile, and limited trained staff.
- No formal closure plan exists for Montgomery Rd, and limited experience leads to inconsistent expectations for response success across failure modes.

Consequences
- The City of Oroville has some flood response experience (e.g., 1997) and is familiar with levee operations.
- Emergency services and the public are generally aware of flood risks, improving the likelihood of effective evacuation. Outreach efforts by the City and Sutter Butte Flood Control Agency are ongoing.
- However, the City lacks a formal Emergency Action Plan (EAP) with specific trigger gauges or thresholds.
- Expected average life loss is near zero, but up to 4 fatalities are possible near breach zones under certain scenarios.
- Inundation depths generally range from 0–6 ft, with some localized areas reaching 6–14 ft, particularly near Rotary Park, between Montgomery St and Oro Dam Blvd E, and south of Cal Oak Rd.
- Life loss risk is driven primarily by these deeper inundation zones: West of Rotary Park (Sta. 41+00), and Between Mitchell Ave and Oro Dam Blvd E (Sta. 89+00 to 112+00)
- Critical infrastructure at risk includes non-redundant utilities, schools, medical facilities, treatment plants, and evacuation routes.
- Future development south of Oro Dam Blvd may increase consequences and underscores the need for enhanced flood safety.

Uncertainty
- The Oroville Dam WCM update may alter future flood expectations.
- The extent of the original concrete-faced levee outside Bedrock Park is unclear.
- This screening focuses on levee performance; risks from interior drainage and culvert inflow (e.g., near Sta. 180+00) were not evaluated and remain poorly understood.
- Given the AEP of the toe of the closure at Montgomery St (Sta. 74+75, 0.007 AEP), the 1955 event (203,000 cfs; 0.006 AEP) loading would indicate the need for installing the closure, but the team doesn’t know if the closure was actually installed though unlikely given there is no formal O&M plan for a closure structure.

Other
- This assessment assessed levee risk and did not quantify the magnitude and impacts of other flooding scenarios including heavy seepage quantities and/or interior drainage issues including ungated outfalls. Soil properties and historical evidence during 1997 high water suggest that seepage and interior drainage issues are possible. According to local participants, the 1997 event caused backwater of interior drainage canals that threatened the wastewater treatment plant ponds (within ~12 inches of the crest).

Review & Approval Log

Review/Approval Milestone	Date
Submitted	Not Completed
USACE Quality Control Review	Not Completed
National Independent Technical Review (ITR)	Not Completed
Levee Owner Review	Not Completed
Complete – Levee Review Manager Approved	Not Completed

Plates



Geologic Map of California Chico Sheet 1962



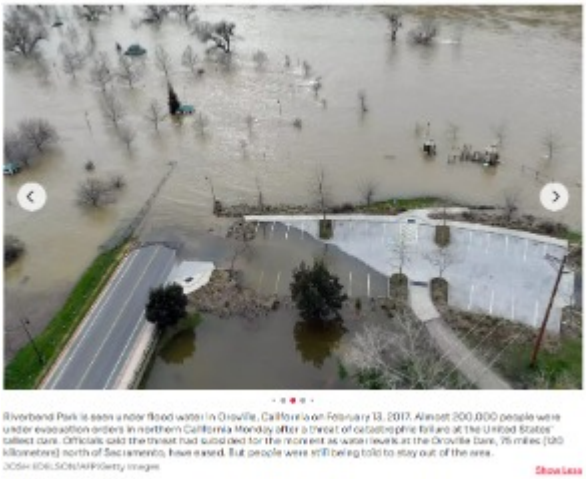
Myers Street Oroville, CA during 1907 flood W.T. Henn Dry Goods store



Montgomery St and Huntoon Streets, Oroville



Montgomery and Myers Street Ekman Stow Co Drugstore



Riverbend Park is seen under flood water in Oroville, California on February 13, 2017. Almost 200,000 people were under evacuation orders in northern California Monday after a threat of catastrophic failure at the United States' tallest dam. Officials said the threat had subsided for the moment as water levels at the Oroville Dam, 75 miles (120 kilometers) north of Sacramento, have eased. But people were still being told to stay out of the area.

JOSH EDELSON/AFP/Getty Images

Show Less

Riverbend Park 2017



USACE Feather River Map Levee Faced with Concrete on Riverside



Construction of the Oroville Levee



Construction of the Oroville Levee



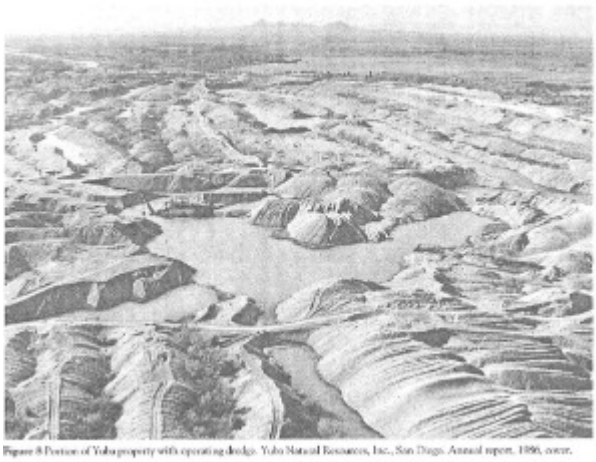
Construction of the Oroville Levee



Oroville Levee with High Water



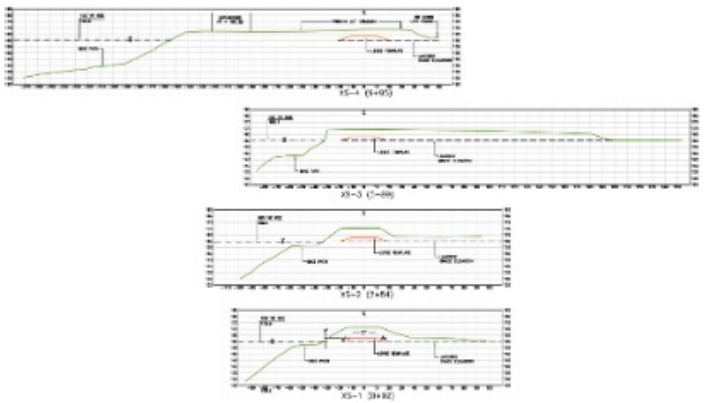
Map of Dredges



Dredging Operations

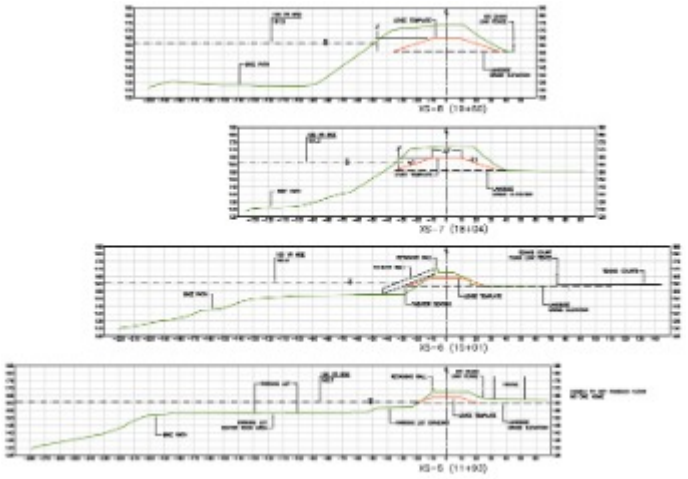


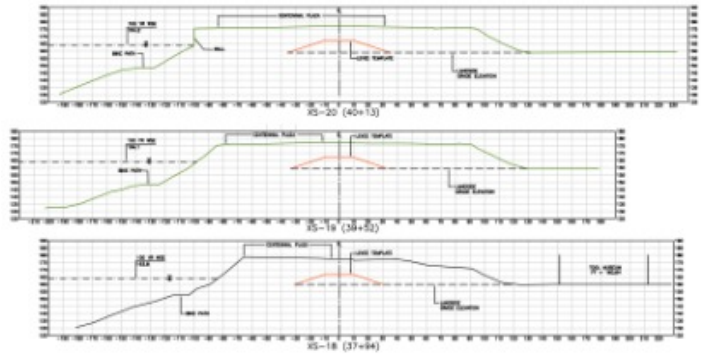
Figure 10 Capital Dredging Co., Dredge #4. Built by Yuba, 1937. Equipped with 18 cubic foot buckets which dug to 82 feet below water level. From *Yuba Placer Mining Dredges*, 1952.



Operating Dredger

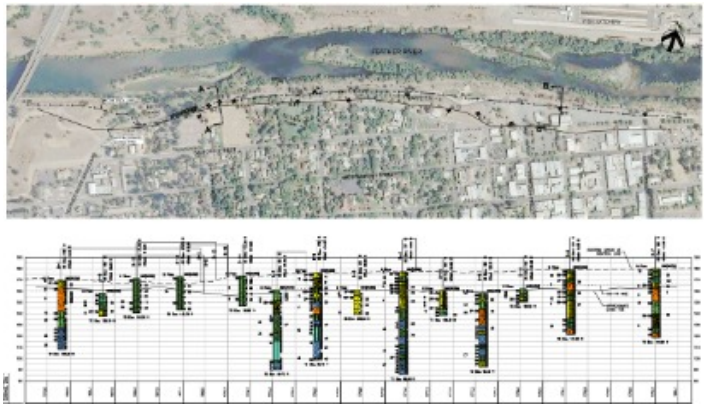
West of Bedrock Park



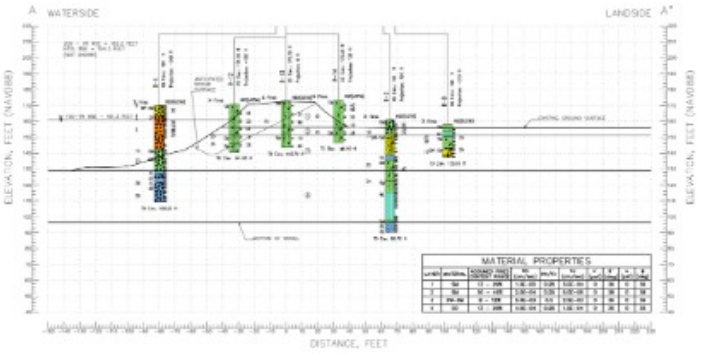


Bedrock Park

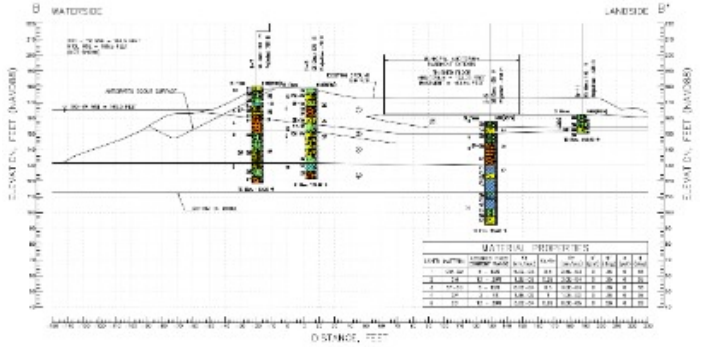
Centennial Plaza



Exploration Location Plan



Geotechnical Cross Section near Sta 45+00 (Narrow Section)



Geotechnical Cross Section near Sta 15+50 (Wide Section)



Tie-in At HWY 70 to Bedrock Park (Date: May 07, 2025)



Bedrock Park (Date: May 07, 2025)



Arlin Rhine Memorial Drive (Date: May 07, 2025)



Community Center (Date: May 07, 2025)

Appendix

Filename	Description	Document Sources	Uploaded By	Upload Date
Inspection Report				
Levee Review Report Oroville CA Levee 1.pdf		NLD		
Screening Supporting Information				
HydrologicHazardMemo_OrovilleCALevee1_0918.pdf	Hydrologic Hazard Memorandum	LST	Jai Panthail	9/19/2025 11:25:43 MT
Geotechnical Investigation Report_FINAL_101615 Mike Inamine.pdf	Geotechnical Report City of Oroville Levee Assessment and Problem Identification October 9, 2015	LST	Benjamin Taylor	4/28/2025 08:15:39 MT
Butte County LHMP (2024).pdf	Butte County Local Hazard Mitigation Plan (LHMP) 2024	LST	Zack Hartley	4/29/2025 14:10:36 MT
Butte County LHMP Update Annex D City of Oroville.pdf	Butte County LHMP Annex D - City of Oroville	LST	Zack Hartley	4/29/2025 14:11:11 MT
Butte County EOP (2022).pdf	Butte County Emergency Operation Plan (EOP) 2022	LST	Zack Hartley	4/29/2025 14:13:12 MT
1997 High Water flood pictures .docx	1997 High Water flood pictures	LST	Benjamin Taylor	7/9/2025 17:59:44 MT
Bedrock Park Land Ownership Map as of 20240912.docx	Bedrock Park Land Ownership Map as of 20240912	LST	Benjamin Taylor	7/9/2025 18:00:28 MT
Boil Fight Bedrock Park .docx	Boil Fight Bedrock Park	LST	Benjamin Taylor	7/9/2025 18:00:48 MT
Oroville FINAL Certification Plan_10-30-2015.pdf	Oroville FINAL Certification Plan_10-30-2015	LST	Benjamin Taylor	7/9/2025 18:01:30 MT
Oroville Levee Fact Sheet - Project Location and Background.pdf	Oroville Levee Fact Sheet - Project Location and Background	LST	Benjamin Taylor	7/9/2025 18:01:46 MT
Sun. Flood 2006 001.jpg	Sun. Flood 2006 001	LST	Benjamin Taylor	7/9/2025 20:05:51 MT

Filename	Description	Document Sources	Uploaded By	Upload Date
FINAL_Summary_Report_Oct_30_2015 Mike Inamine.pdf	City of Oroville Initial Levee Assessment October 30, 2015	LST	Benjamin Taylor	4/28/2025 08:04:06 MT

Section III.

Field Data Collection Report

Section III. includes a report with field data and observations collected during the levee field visit. Field observations help better understand the general condition of the levee to inform risk screening and the development of order-of-magnitude cost estimates. This is not considered a detailed inspection. This report contains a list of team members at the field visit, an inspection summary, narrative of observations, photos of levee conditions, and a map with observation locations and conditions highlighted for consideration in the screening risk assessment.

US Army Corps of Engineers ®

Levee Field Data Collection Report

Name of System: Oroville CA Levee 1

Name of Segment: Oroville CA Levee 1

NLD System ID: 1905041233 NLD Segment ID: 1904041233

Segment Type: Locally Constructed, Locally Operated and Maintained

Levee Sponsor (Name and Organization): City of Oroville

Inspection Report Prepared by: Jai Panthail Date(s) of Inspection: 05/07/2025 - 05/07/2025

Other Segments Within This System

Segment Name	NLD Segment ID#	Segment Type

Contents of Levee Field Data Collection Report:

- ☒ Levee Field Data Collection Summary
- Inspection Checklist
  - ☒ General Items
  - ☒ Levee Embankment
  - ☐ Floodwalls
- ☒ Photos

Levee Review Field Data Collection Purpose

As part of the National Levee Safety Program, USACE has the authority to conduct a one-time review, known as Levee Review, of all levees identified in the National Levee Database to provide a clearer picture of levee-related flood risk nationally and a baseline of levee information. Under this initiative, USACE can facilitate a levee site visit and screening-level risk assessment. This report documents the field data collected during the Levee Review site visit.

Field observations help better understand the general condition of the levee to inform risk screening and the development of order of magnitude cost estimates. This is no considered a detailed inspection. This report contains a list of team members at the field visit, an inspection summary, narrative of observations, photos of levee conditions, and a map including observation locations and highlights of conditions for consideration in the screening risk assessment.

Observation Types

Levee Condition Observations are collected to document the current levee condition including operation and maintenance items needing action and may be found to impact levee performance in the risk assessment.

General Observations are observations documented to characterize the levee and its components to inform understanding of the levee system for the risk assessment. Generally, these are informational only and do not require any maintenance action.

Levee Field Data Collection Team Members

Name	Organization	Discipline	Phone Number
Benjamin Taylor	California	Geotech	
Zachary Hartley	California	Consequences	
Jai Panthail	California	H&H	
Michael Gonia	USACE - Vicksburg District	Technical Advisor	
David Pittman	City of Oroville		
Alyssa Stutz	City of Oroville		
Brian Ring	City of Oroville		
Wade Wylie	CA DWR		
Laurence Sanati	CA DWR		
Michael Bessette	Sutter Butte Flood Control District		
Chris Fritz	R&F Engineering		
Mike Mierzwa	CA DWR		
David Gordon	CA DWR		

Levee Segment Summary:

[Provide an Executive Summary of the segment inspection considering (1) the general condition of the segment, (2) the rationale for key Item ratings, categorized by Feature , and (3) the quantity or severity of notable observations/deficiencies and (4) notable changes in condition since the last inspection.]

USACE and its contractors performed this field data collection as part of the one-time Levee Review program. The primary purpose of this field data collection was to verify levee information contained in the National Levee Database and collect supplemental data to inform the screening level risk assessment. In addition, the field visit included general levee condition assessment, review of O&M and emergency preparedness activities, and data collection in support of the development of recommendations and associated cost estimates for risk reduction measures. Field observations focused on identifying factors and conditions that could affect the levee's ability to perform as intended under flood loading. As such, the report does not contain a detailed documentation of levee condition and is not intended for use in evaluating operation and maintenance activities.

The field data collection activity included a walking inspection of accessible reaches of the levee alignment within the upstream end of the levee from Station 0+00 to where it ties into the Hwy 70 embankment near Station 65+00. The inspection began at the Hwy 70 tie-in and headed upstream along the levee. The Hwy 70 portion of the levee was not part of the walking inspection, instead an inspection by vehicle was conducted of the Montgomery St underpass to support evaluation of a possible closure at this location during the risk assessment.

Major findings from the inspection are summarized below, with additional details provided in the report:

1) The levee section width varies along the levee length and includes an original concrete-faced section near Bedrock Park and dredge spoil sections exceeding 250 feet in width near downtown Oroville. The condition and presence of the original concrete facing beyond Bedrock Park is unknown, however, the top, backside of the wall was observed at other isolated locations upstream of Bedrock Park.
2) The maintenance condition and surface material varies between pavement, gravel and grass depending on purpose (i.e., park, roadway etc.) of the levee crest.
3) The rock wall on the levee crest near Bedrock Park is not continuous (includes gaps), show some signs of distress/damage, and not considered a structural nor levee/floodwall feature.
4) No major slope instability was noted; however, shallow scarps and displacement were noted between Stations 55+00 and 62+80. Portions of the riverside are steep, measuring up to 1.75H:1V between Stations 26+00 and 45+00.
5) A masonry brick retaining wall was observed on the landside near Bedrock Park. The retaining wall condition did not appear to be maintained, the wall appeared to have slight tilt inward indicating rotation at the foundation, typical design features such as weep drains were not observed. Due to the observed condition, the wall presents a potential stability to the toe of the slope along this section of the levee.
6) Vegetation is dense in some areas of the waterside slope, complicating access to stormwater pipes.
7) Multiple stormwater discharge pipes were observed, with several lacking closure devices and others difficult to access due to vegetation and erosion.
8) Animal burrows of approx. 4 to 24-inches diameters were found on the levee embankment at multiple locations.
9) The Montgomery St Hwy 70 underpass presents a potential closure (approximately 70-feet wide and 3-feet tall), however, the City does not currently have a documented plan for the closure.
10) Seepage was recorded during the 1986 and 1997 flood events at Bedrock Park. No breaches were reported during either event, flood fighting was performed in 1997. No repairs have

been made at the location of historical seepage.
11) Several trees were observed on the waterside levee slope, including but not limited to Stations 14+30, 55+30, and 56+00. Observed tree diameters ranged between 12 to 56-inches.

A map containing the observation points within this report is included at the end of this document. Stationing included in this report is consistent with the stationing used in the National Levee Database (NLD) and Levee Screening Tool (LST).

Levee System Summary:

[Synthesize information from the Levee Segment Summaries for each segment within the levee system. For single-segment levee systems, see Levee Segment Summary above.]

The levee system consists of only one segment. See Levee Segment Summary above.

General Items

Observed Item	Observation Summary & Individual Observation Descriptions
1. Operations and Maintenance Manuals **Description:** Verify that Levee Owner's Manual, O&M Manuals, and/or manufacturer's operating instructions are present. Describe the age, comprehensiveness, and applicability to current conditions.	**Summary:** The owner, City of Oroville, does not have a written operation and maintenance manual. City of Oroville understands the levee and its vulnerabilities well and has experience of successful flood fighting. **Observation(s):** 2025-0014 : 0+00 : Operations and Maintenance Manuals (G)
2. Emergency Supplies and Equipment **Description:** Document the availability, condition, and quantity of emergency supplies and equipment. Materials should adequately supply all needs for the initial days of a flood fight. Document maintained stockpile of sandbags or other flood fight supplies relevant to specific levee components.	**Summary:** The owner, City of Oroville, does not currently have stockpile of emergency supplies for flood fighting. They do have available sources for materials identified. **Observation(s):** 2025-0015 : 0+00 : Emergency Supplies and Equipment (G)

Observation Key: L = Levee Condition Observations. G = General Observation.

General Items

Observed Item	Observation Summary & Individual Observation Descriptions
3. Flood Preparedness and Training **Description:** Provide a description of the levee owner's documented flood responses plans, training, and experience. Document the general level of detail on the flood response plan as levee system specific or general. Does the levee owner maintain a list of emergency contact information for appropriate personnel and other emergency response agencies. Is it current or out-of-date? Does the flood response plan use triggers to implement specific emergency operation activities? Describe the levee owner's understanding of how to operate, maintain, and staff the levee system during a flood. Does the levee owner have detailed knowledge or only general working knowledge? Document any recent examples of flood response. For levee systems with closures structures, describe the detail provided on the closure plan, including demonstration that sufficient flood warning time exists for the completed operation of all closure structures.	**Summary:** The owner, City of Oroville, does not have a documented flood response plan and limited trained local personnel for flood fighting. They expect support and materials will be available from other agencies (DWR) to support flood fighting needs. They do have general working knowledge and experience with flood fighting during the1997 flood event. At that time emergency responders mobilized to fill and place sand bags at the location of a heavy seepage through the levee embankment near the toe. A closure exists at Montgomery Street Overpass. While the City does not currently have a documented plan for the closure, they are planning to acquire flood fighting / closure supplies to stockpile (i.e. muscle wall or similar) and would plan to install a closure at the overpass using these devices and or sandpile/sandbags. Given the flows are regulated by the Oroville Dam controlled releases, it is expected there would be sufficient warning time to install closure devices and prepare for flood fighting. **Observation(s):** 2025-0016 : 0+00 : Flood Preparedness and Training (G)

Observation Key: L = Levee Condition Observations. G = General Observation.

General Items

Observed Item	Observation Summary & Individual Observation Descriptions
4. Levee Characteristics **Description:** A general item to document the characteristics of the flood source, components (pump stations, interior drainage, channels, etc.) tie-ins, and typical section geometry.	**Summary:** The levee section width varies along the levee length and includes approximately 20-feet wide section of original concrete faced levee near Bedrock Park and dredge spoil sections exceeding 250-feet in width near downtown Oroville. Levee height varies between approximately 6-feet and 19-feet. The levee ties into Hwy 70 at Station 65+00.
	Observation(s): 2025-0011 : 50+00 : Staircase on levee crest at this location is low point where floodwaters would likely enter. (G) 2025-10046 : 65+00 : Hwy 70 tie-in (G) 2025-10043 : 0+00 : Upstream tie-in (G) 2025-10042 : 2+00 : The land immediately adjacent to the levee landside toe is at atypically low elevation. Unclear if this is natural elevations or excavation. (Location: West of Oroville Veterans Memorial Hall) (G) 2025-10041 : 0+00 : 7+50 : This section of levee crest is gravel, before transitioning to pavement further downstream. (G) 2025-10039 : 7+50 : 20+00 : Typical levee section for Stations 7+50 to 20+00. Levee crest is wide and has transitioned to pavement from gravel further upstream. (G) 2025-10034 : 20+00 : 28+00 : Typical levee section near Centennial Plaza Park for Stations 20+00 to 28+00. Levee crest is wide and a mix of pavement and grass. (G) 2025-10027 : 35+50 : Access road on landside slope to levee crest (G) 2025-10021 : 36+00 : 46+00 : Typical levee section for Stations 36+00 to 46+00; levee crest is combination of pavement and gravel. Typical waterside slope 1.75H:1V. (G) 2025-10015 : 46+00 : 52+80 : Rock wall (non-structural) on levee crest (G) 2025-10018 : 46+30 : 53+00 : Typical landside for Stations 46+30 to 53+00; surface material is primarily gravel and grass, with some concrete rubble. (L) 2025-10004 : 55+00 : 65+00 : Typical waterside slope with bike path for Station 55+00 to tie-in with Hwy 70 at Station 65+00. Erosion of levee waterside slope is also observed. (L)
5. Leveed Area **Description:** A general item to document unique characteristics of the leveed area and pertinent details that may impact understanding of consequences of flooding including structures, critical infrastructure, ingress/egress routes, flood fighting accessibility, etc.	**Summary:**
	Observation(s):

Observation Key: L = Levee Condition Observations. G = General Observation.

General Items

Observed Item	Observation Summary & Individual Observation Descriptions
6. Other **Description:** A general item to document observations that otherwise are not associated with another observed item description.	**Summary:**
	Observation(s): 2025-10037 : 17+50 : Pump station on landside (G) 2025-10036 : 20+00 : Pump on landside (G)

Observation Key: L = Levee Condition Observations. G = General Observation.

Levee Embankments

Observed Item	Observation Summary & Individual Observation Descriptions
1. Unwanted Vegetation Growth **Description:** Document the presence of vegetation growth on the levee embankment or within 15-feet of the levee toe with emphasis on vegetation that may impact levee performance or flood fight detection/intervention. Describe the location, size, species of trees, brush, or other vegetation. Specify if vegetation is contained in overbuilt sections, particularly if it is reported that the levee was designed to accommodate vegetation. Describe the health of trees with specific attention to unstable, dead or dying hazard trees. Make note of the vegetation location in relation to the project easement.	**Summary:** Dense vegetation in some areas of the waterside slope along with large trees (diameters ranging from 12 to 56-inches). Vegetation could complicate access to waterside slope (including to stormwater pipes), which could delay detection of performance issues and potential breach events. Larger trees also pose a risk for riverine erosion in event of treefall and root scour. **Observation(s):** 2025-10038 : 14+30 : A single 56-inch diameter tree on the waterside levee slope (G) 2025-10017 : 48+50 : A 48-inch diameter tree stump was observed on the landside slope. Masonry retaining wall around the tree. Some erosion was observed on levee slope around the tree. (L) 2025-10010 : 55+30 : Multiple trees were observed extending close to bike path on waterside slope at this location. (G) 2025-10006 : 56+00 : Multiple trees on waterside slope, approx. 12 to 18-inches diameter (L)
2. Sod Cover **Description:** Document the health and coverage of the sod cover on levee slopes and crown.	**Summary:** Significant weed growth present within the sod cover along the levee landside slope. Coverage is inconsistent with bare patches exposing underlying soil. No consistent riverside sod was observed; the riverside slope has higher density tree growth with canopy that restricts sod growth. **Observation(s):** 2025-0012 : 44+00 : Sod cover on landside slope near Sta 44+00; thick weedy vegetation present on slope. The vegetative cover is cut and maintained near the toe of the slope but over-grown from mid-slope to crest. Vegetation appears somewhat green but mostly yellow-brown. (L)

Observation Key: L = Levee Condition Observations. G = General Observation.

Levee Embankments

Observed Item	Observation Summary & Individual Observation Descriptions
3. Encroachments **Description:** Document any encroachments that may impact levee performance or flood fight detection/intervention including trash, debris, unauthorized farming activity, structures, excavations, or other obstructions present within the easement area. Note if the encroachment(s) have been previously reviewed by the levee owner, and it was determined that they do not diminish proper functioning of the levee.	**Summary:** A detailed evaluation of unauthorized encroachments within the project footprint is not in scope for field data collection. The upstream portion of the levee is a multi-use trail and public space incurring a number of encroachments including observation platforms, utilities, irrigation, park improvements such as benches, etc.
	Observation(s): 2025-10040 : 10+00 : Elevated structure with wooden piers extending into waterside slope; piers are just above bike/walk path on waterside slope. (L) 2025-10033 : 28+30 : Utility manhole for fiber optic cables on landside berm (L) 2025-10030 : 30+50 : Concrete foundation was observed to be embedded in waterside slope and crown, close to crest. Opening at bottom of concrete foundation. (L) 2025-10016 : 49+00 : Masonry brick retaining wall on landside near Bedrock Park, typical design features such as weep-drains were not observed. The retaining wall condition did not appear to be maintained, the wall appeared to have slight tilt inward indicating rotation at the foundation, typical design features such as weep drains were not observed. Due to the observed condition, the wall presents a potential stability to the toe of the slope along this section of the levee. (L)
4. Closure Structures **Description:** Document the closure structure type and dimensions. Evaluate and describe the condition of the closure structure. Are the placing equipment, stoplogs, and other materials readily available at all times? Are components clearly marked and installation instructions/procedures readily available? Have trial erections been accomplished in accordance with the O&M Manual?	**Summary:** Two potential closure structures of significance were identified at opening in the Highway 70 embankment. The closures have never been placed or needed to be placed. The City does not currently have a documented plan for the closures.
	Observation(s): 2025-0003 : 112+50 : Oro Blvd E underpass under Hwy 70, approximately 70-feet wide. (G) 2025-10045 : 74+75 : Montgomery St underpass under Hwy 70, approximately 100-ft wide. Potential closure at this location would need to be at least 3-feet high. (G)

Observation Key: L = Levee Condition Observations. G = General Observation.

Levee Embankments

Observed Item	Observation Summary & Individual Observation Descriptions
5. Slope Stability **Description:** Document any slides, sloughs, tension cracking, slope depressions, or bulges present. Describe the physical dimensions of the area impacted by slope movement. Document historical slope instability locations, date of incident, rehabilitation details, etc.	**Summary:** Multiple instances of slope instability were observed on the waterside slope, identified by apparent head scarps. At approximately Sta 49+00 an existing masonry brick retaining wall on landside presents a potential instability at toe of slope in this section of levee.
	Observation(s): 2025-10009 : 55+00 : Location of potential old slope failure on waterside (L) 2025-10005 : 58+00 : Location of observed slope instability on waterside slope. Also observed scarp at this location. Multiple trees near waterside toe generally observed in this portion of the levee. (L) 2025-10003 : 62+80 : Location of scarp observed on waterside slope (L)
6. Erosion / Bank Caving **Description:** Document erosion or bank caving on the landward or riverward sides of the levee that might endanger its stability. Describe the physical dimensions of the erosion (length along the levee and distance into the levee). Document historical erosion locations, date of incident, rehabilitation details, etc.	**Summary:** Multiple instances of erosion and bank caving were observed on both the landside and waterside slopes. Erosional features on the waterside slope often extended from the crown to the bike path. These observations were not a significant consideration for the Riverine Erosion performance assessment. Some locations had significant erosion near the crest and old concrete foundations embedded in the slope.
	Observation(s): 2025-0019 : 29+50 : Multiple voids below exposed concrete-facing at this location (L) 2025-0020 : 39+50 : Multiple voids below exposed concrete-facing at this location (L) 2025-10026 : 32+00 : 39+00 : Multiple erosional features between waterside crown and bike path on waterside slope were observed from Stations 32+00 to 39+00. Erosional features were possibly caused by pedestrians walking on levee slope towards bike path and river. (L) 2025-10022 : 40+00 : Erosion feature/depression that looks man-made on landside slope, does not connect to any drain or drainage outlet (L) 2025-10019 : 46+30 : Observed full height erosional feature on waterside slope at this location (L) 2025-10011 : 53+50 : 53+50 : Erosion near crest and bank caving at this location. Also at this location is an old concrete foundation near waterside crown, with large rock and concrete slab further below on waterside slope (L) 2025-10007 : 55+70 : Full height erosional feature at this location on waterside slope extending to waterside crown (L) 2025-10001 : 63+00 : Full bank height erosional feature on waterside slope. Erosion possibly caused by pedestrians walking on levee slope towards bike path and river. (L) 2025-10000 : 65+00 : Erosion observed near the tie-in with Hwy 70 (L)

Observation Key: L = Levee Condition Observations. G = General Observation.

Levee Embankments

Observed Item	Observation Summary & Individual Observation Descriptions
7. Settlement **Description:** Document irregularities or depressions in the levee crown associated with settlement. Field observations will be compared with existing records to evaluate the historical changes and assess if levee overtopping can occur more frequently than designed.	**Summary:** A baseline levee crest survey or as-built was not available to compare levee crest settlement. There was no observable significant settlement identified during the field data collection. The levee foundation material (granular, cohesionless) is typically not susceptible to long term settlement. **Observation(s):**
8. Depressions / Rutting **Description:** Document scattered, shallow ruts, potholes, or other depressions on the levee that are unrelated to levee settlement. Take note of areas of the levee crown, embankments, and access road crowns that are not draining properly or exhibit ponded water.	**Summary:** No instances of depressions or rutting were observed. **Observation(s):**
9. Cracking **Description:** Document longitudinal, transverse, or desiccation cracks and identify if vertical movement along the crack is present. Note if cracks extend continuously through the levee crest. Describe the physical location and dimensions of the crack (length along the levee, crack width, vertical displacement, etc.).	**Summary:** No significant cracking in the earthen embankment sections were observed. **Observation(s):**

Observation Key: L = Levee Condition Observations. G = General Observation.

Levee Embankments

Observed Item	Observation Summary & Individual Observation Descriptions
10. Animal Control **Description:** Document observations of animal burrowing activity or other animal related disturbances to the levee prism. Make note of the levee owner's animal burrow control program including detail on the elimination of active burrowing and the filling in of existing burrows.	**Summary:** Animal burrowing activity of approximately 2-24-inch diameter openings were identified in many areas along the length of the levee on both the riverside and landside levee slopes. In most cases, the burrowing activity is in atypically wide levee sections. **Observation(s):** 2025-0018 : 47+00 : Multiple animal burrows 12 to 24-inches diameter observed on landside slope (L) 2025-10032 : 25+60 : Multiple animal burrows 6 to 12-inches diameter observed on waterside slope (L) 2025-10029 : 31+00 : Animal burrow approx. 12-inch diameter near waterside crown (L) 2025-10008 : 55+80 : Approx. 10 animal burrows, 4 to 8-inches diameter (L)
11. Culverts / Discharge Pipes (This item includes both concrete and corrugated metal pipes.) **Description:** Document the location, size, material type, closure type, and condition of any culverts or discharge pipes that cross through, beneath, or near the levee prism. Describe the condition of visible portions of the culvert and its closure apparatus. Describe the size and location of breaks, holes, cracks in the discharge pipes/culverts that would result in significant water leakage. If the levee owner has verified the interior condition of pipes using television camera videotaping or visual inspection methods, include the date of that inspection and a summary of defects, joints, etc. Are breaks, holes, cracks, root penetrations present? Do joints appear to be closed and the soil tight? Refer to NASSCO PACP Structural and O&M defect codes, if applicable. Document the type and condition of culver gates. Do gates open and close freely to a tight seal or minor leakage? Is corrosion occurring? Are gate operators in good working condition and are properly maintained? Is the sill free of sediment and other obstructions? Document the frequency of gate and/or lifter maintenance. "	**Summary:** Multiple stormwater discharge pipes were observed, with several lacking closure devices and others difficult to access due to vegetation and erosion. **Observation(s):** 2025-0013 : 182+35 : Double barrel concrete box culvert through Hwy 70 embankment. No wingwall on waterside, wingwall on landside. (L) 2025-10035 : 19+50 : 24-inch concrete culvert outlet near waterside toe. Concrete pipe is in good condition (i.e. no cracks, holes, root penetrations observed). No closure present. (L) 2025-10031 : 29+30 : 18-inch culvert outlet near waterside toe, approx. 32-feet below bike path on waterside slope. No closure device (e.g. flap gate) was observed. (L) 2025-10025 : 43+00 : Approx. 12-inch corrugated metal pipe near toe of waterside slope. No closure device (e.g. flap gate) was observed. (L) 2025-10013 : 41+30 : Metal pipe with metal flap gate near Bedrock Park. Pipe diameter is approximately 1.5 to 2-feet. Pipe is embedded into original concrete faced levee. No blockages or vegetation near opening. Condition deeper within pipe is unknown. (L) 2025-10014 : 50+00 : Manhole on waterside slope with drainage pipe inside (L)

Observation Key: L = Levee Condition Observations. G = General Observation.

Levee Embankments

Observed Item	Observation Summary & Individual Observation Descriptions
12. Riprap Revetments & Bank Protection **Description:** Document riprap revetments by identifying the riprap size and dimensions. Verify field conditions match design, if known. Record displacement or stone degradation that could pose an immediate threat to the integrity of channel bank. Note presence of woody vegetation present in the riprap armor.	**Summary:** No engineered bank protection or revetment exists along levee toe. Observed exposed cobbles on levee slope in several areas.
	Observation(s):
13. Revetments other than Riprap **Description:** Document condition of the existing revetment protection.	**Summary:** The original levee built in 1907 was a concrete faced embankment. Dredge operations has covered this concrete panel erosion protection in all locations except for the reach along Bedrock Park. (Station 46+00-Station 52+80)
	Observation(s): 2025-10012 : 46+00 : 52+80 : Levee crest for Stations 46+00 to 52+80 near Bedrock Park, showing original 1907 concrete-faced levee. Concrete appeared to be in relatively good condition. Weathering, exposed aggregates, and vegetation growing through joints were observed, however, we did not observe extensive cracking, damage, or displacement of the concrete. (L)

Observation Key: L = Levee Condition Observations. G = General Observation.

Levee Embankments

Observed Item	Observation Summary & Individual Observation Descriptions
14. Underseepage Relief Wells / Toe Drainage Systems **Description:** Document the presence and viewable condition of underseepage mitigation features including toe drains, relief wells or other features. Record observations which would indicate that the drainage systems will not function properly during the next flood. Document historical performance of these systems during previous high water. Did the toe drainage systems and/or pressure relief wells function properly during the last flood event? Was sediment observed in horizontal system (if applicable)? Detail maintenance records that indicate regular cleaning. Document findings from relief well pump tests including date of test.	**Summary:** No underseepage relief wells or toe drainage systems were observed nor documented for the levee. **Observation(s):**
15. Seepage **Description:** Document any evidence or history of unrepaired seepage, saturated areas, or boils. Document historical internal erosion locations, date of incident, rehabilitation details, etc.	**Summary:** There is a history of seepage at Bedrock Park, near the transition of original 1907-built concrete-faced levee to later overbuilt levee section. Heavy seepage was recorded during 1986 and 1997 flood events, although no breach of levee embankment has ever occurred. Flood fighting was performed during the 1997 flood event. No repairs have been made at the location of historical seepage. **Observation(s):** 2025-0017 : 50+00 : Location of historical seepage during the 1986 and 1997 flood events. No breach of levee embankment occurred during or after the seepage events. (G)

Observation Key: L = Levee Condition Observations. G = General Observation.

Photos

	**Inspect ID:** 2025-0011 **Feature Details:** General Items - Levee Characteristics **Station Start:** 50+00 **Station End:** **Caption:** 0011 - Staircase on levee crest at this location is low point where floodwaters would likely enter. - 50+00
	**Inspect ID:** 2025-10046 **Feature Details:** General Items - Levee Characteristics **Station Start:** 65+00 **Station End:** **Caption:** 10046 - Hwy 70 tie-in - 65+00

Photos

	**Inspect ID:** 2025-10046 **Feature Details:** General Items - Levee Characteristics **Station Start:** 65+00 **Station End:** **Caption:** 10046 - Hwy 70 tie-in - 65+00
	**Inspect ID:** 2025-10043 **Feature Details:** General Items - Levee Characteristics **Station Start:** 0+00 **Station End:** **Caption:** 10043 - Upstream tie-in - 0+00

Photos

	**Inspect ID:** 2025-10043 **Feature Details:** General Items - Levee Characteristics **Station Start:** 0+00 **Station End:** **Caption:** 10043 - Upstream tie-in - 0+00
	**Inspect ID:** 2025-10042 **Feature Details:** General Items - Levee Characteristics **Station Start:** 2+00 **Station End:** **Caption:** 10042 - The land immediately adjacent to the levee landside toe is at atypically low elevation. Unclear if this is natural elevations or excavation. (Location: West of Oroville Veterans Memorial Hall) - 2+00

Photos

	**Inspect ID:** 2025-10041 **Feature Details:** General Items - Levee Characteristics **Station Start:** 0+00 **Station End:** 7+50 **Caption:** 10041 - Levee crest looking downstream from upstream tie-in - 0+00 - 7+50
	**Inspect ID:** 2025-10039 **Feature Details:** General Items - Levee Characteristics **Station Start:** 7+50 **Station End:** 20+00 **Caption:** 10039 - Levee section with wide crest, over 250-feet before reaching levee toe, paved roadway and parking area with slight slope towards landside. Embankment fill is reported to be dredge mining spoil. Structures observed on crest, including Oroville Convention Center. - 7+50 - 20+00

Photos

	**Inspect ID:** 2025-10039 **Feature Details:** General Items - Levee Characteristics **Station Start:** 7+50 **Station End:** 20+00 **Caption:** 10039 - Levee section with wide crest, over 250-feet before reaching levee toe, paved roadway and parking area with slight slope towards landside. Embankment fill is reported to be dredge mining spoil. Structures observed on crest, including Oroville Convention Center. - 7+50 - 20+00
	**Inspect ID:** 2025-10034 **Feature Details:** General Items - Levee Characteristics **Station Start:** 20+00 **Station End:** 28+00 **Caption:** 10034 - Typical levee section near Centennial Plaza Park. Park setting with landscaped vegetation, lights, and other minimally invasive utilities. - 20+00 - 28+00

Photos

	**Inspect ID:** 2025-10034 **Feature Details:** General Items - Levee Characteristics **Station Start:** 20+00 **Station End:** 28+00 **Caption:** 10034 - Typical levee section near Centennial Plaza Park. Park setting with landscaped vegetation, lights, and other minimally invasive utilities. - 20+00 - 28+00
	**Inspect ID:** 2025-10034 **Feature Details:** General Items - Levee Characteristics **Station Start:** 20+00 **Station End:** 28+00 **Caption:** 10034 - Typical levee section near Centennial Plaza Park for Stations 20+00 to 28+00. Levee crest is wide and a mix of pavement and grass. - 20+00 - 28+00

Photos

	**Inspect ID:** 2025-10027 **Feature Details:** General Items - Levee Characteristics **Station Start:** 35+50 **Station End:** **Caption:** 10027 - Access road on landside slope to levee crest - 35+50
	**Inspect ID:** 2025-10027 **Feature Details:** General Items - Levee Characteristics **Station Start:** 35+50 **Station End:** **Caption:** 10027 - Access road on landside slope to levee crest - 35+50

Photos

	**Inspect ID:** 2025-10021 **Feature Details:** General Items - Levee Characteristics **Station Start:** 36+00 **Station End:** 46+00 **Caption:** 10021 - Typical levee section for Stations 36+00 to 46+00; levee crest is combination of pavement and gravel. Typical waterside slope 1.75H:1V. - 36+00 - 46+00
	**Inspect ID:** 2025-10021 **Feature Details:** General Items - Levee Characteristics **Station Start:** 36+00 **Station End:** 46+00 **Caption:** 10021 - Typical levee section for Stations 36+00 to 46+00; levee crest is combination of pavement and gravel. Typical waterside slope 1.75H:1V. - 36+00 - 46+00

Photos

	**Inspect ID:** 2025-10015 **Feature Details:** General Items - Levee Characteristics **Station Start:** 46+00 **Station End:** 52+80 **Caption:** 10015 - Rock wall (non-structural) on levee crest - 46+00 - 52+80
	**Inspect ID:** 2025-10015 **Feature Details:** General Items - Levee Characteristics **Station Start:** 46+00 **Station End:** 52+80 **Caption:** 10015 - Rock wall (non-structural) on levee crest - 46+00 - 52+80

Photos

	**Inspect ID:** 2025-10018 **Feature Details:** General Items - Levee Characteristics **Station Start:** 46+30 **Station End:** 53+00 **Caption:** 10018 - Typical landside for Stations 46+30 to 53+00; surface material is primarily gravel and grass, with some concrete rubble. - 46+30 - 53+00
	**Inspect ID:** 2025-10018 **Feature Details:** General Items - Levee Characteristics **Station Start:** 46+30 **Station End:** 53+00 **Caption:** 10018 - Typical landside for Stations 46+30 to 53+00; surface material is primarily gravel and grass, with some concrete rubble. - 46+30 - 53+00

Photos

	**Inspect ID:** 2025-10018 **Feature Details:** General Items - Levee Characteristics **Station Start:** 46+30 **Station End:** 53+00 **Caption:** 10018 - Typical landside for Stations 46+30 to 53+00. Multiple erosional features, multiple animal burrows 12 to 24-inches diameter, and concrete rubble in this portion of the levee. - 46+30 - 53+00
	**Inspect ID:** 2025-10004 **Feature Details:** General Items - Levee Characteristics **Station Start:** 55+00 **Station End:** 65+00 **Caption:** 10004 - Typical waterside slope with bike path for Station 55+00 to tie-in with Hwy 70 at Station 65+00. Erosion of levee waterside slope is also observed. - 55+00 - 65+00

Photos

	**Inspect ID:** 2025-10004 **Feature Details:** General Items - Levee Characteristics **Station Start:** 55+00 **Station End:** 65+00 **Caption:** 10004 - Typical waterside slope with bike path for Station 55+00 to tie-in with Hwy 70 at Station 65+00. Erosion of levee waterside slope is also observed. - 55+00 - 65+00
	**Inspect ID:** 2025-10037 **Feature Details:** General Items - Other **Station Start:** 17+50 **Station End:** **Caption:** 10037 - Pump station on landside - 17+50

Photos

	**Inspect ID:** 2025-10036 **Feature Details:** General Items - Other **Station Start:** 20+00 **Station End:** **Caption:** 10036 - Pump on landside - 20+00
	**Inspect ID:** 2025-10038 **Feature Details:** Levee Embankments - Unwanted Vegetation Growth - Waterside Slope **Station Start:** 14+30 **Station End:** **Caption:** 10038 - A single 56-inch diameter tree on the waterside levee slope - 14+30

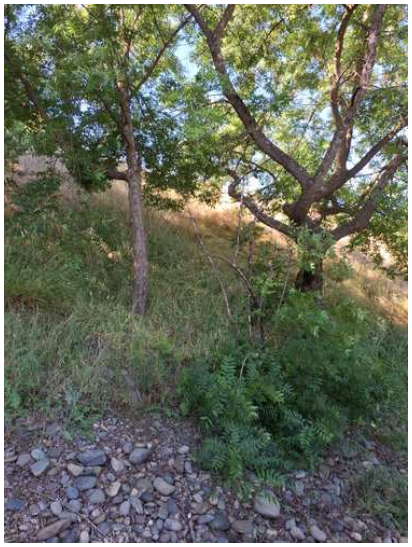
Photos

	**Inspect ID:** 2025-10017 **Feature Details:** Levee Embankments - Unwanted Vegetation Growth - Landside **Station Start:** 48+50 **Station End:** **Caption:** 10017 - A 48-inch diameter tree stump was observed on the landside slope. Masonry retaining wall around the tree. Some erosion was observed on levee slope around the tree. - 48+50
	**Inspect ID:** 2025-10017 **Feature Details:** Levee Embankments - Unwanted Vegetation Growth - Landside **Station Start:** 48+50 **Station End:** **Caption:** 10017 - A 48-inch diameter tree stump was observed on the landside slope. Masonry retaining wall around the tree. Some erosion was observed on levee slope around the tree. - 48+50

Photos

	**Inspect ID:** 2025-10010 **Feature Details:** Levee Embankments - Unwanted Vegetation Growth - Waterside Slope **Station Start:** 55+30 **Station End:** **Caption:** 10010 - Multiple trees were observed extending close to bike path on waterside slope at this location. - 55+30
	**Inspect ID:** 2025-10010 **Feature Details:** Levee Embankments - Unwanted Vegetation Growth - Waterside Slope **Station Start:** 55+30 **Station End:** **Caption:** 10010 - Multiple trees were observed extending close to bike path on waterside slope at this location. - 55+30

Photos

	**Inspect ID:** 2025-10006 **Feature Details:** Levee Embankments - Unwanted Vegetation Growth - Waterside Slope and Crown **Station Start:** 56+00 **Station End:** **Caption:** 10006 - Multiple trees on waterside slope, approx. 12 to 18-inches diameter - 56+00
	**Inspect ID:** 2025-10006 **Feature Details:** Levee Embankments - Unwanted Vegetation Growth - Waterside Slope and Crown **Station Start:** 56+00 **Station End:** **Caption:** 10006 - Multiple trees on waterside slope, approx. 12 to 18-inches diameter - 56+00

Photos

	**Inspect ID:** 2025-0012 **Feature Details:** Levee Embankments - Sod Cover - Landside Slope **Station Start:** 44+00 **Station End:** **Caption:** 0012 - Sod cover on landside slope near Sta 44+00; thick weedy vegetation present on slope. The vegetative cover is cut and maintained near the toe of the slope but over-grown from mid-slope to crest. Vegetation appears somewhat green but mostly yellow-brown. - 44+00
	**Inspect ID:** 2025-0012 **Feature Details:** Levee Embankments - Sod Cover - Landside Slope **Station Start:** 44+00 **Station End:** **Caption:** 0012 - Sod cover on landside slope near Sta 44+00; thick weedy vegetation present on slope. The vegetative cover is cut and maintained near the toe of the slope but over-grown from mid-slope to crest. Vegetation appears somewhat green but mostly yellow-brown. - 44+00

Photos

	**Inspect ID:** 2025-10040 **Feature Details:** Levee Embankments - Encroachments - Waterside Slope **Station Start:** 10+00 **Station End:** **Caption:** 10040 - Structure with piers on waterside slope - 10+00
	**Inspect ID:** 2025-10033 **Feature Details:** Levee Embankments - Encroachments - Landside Berm **Station Start:** 28+30 **Station End:** **Caption:** 10033 - Utility manhole for fiber optic cables on landside berm - 28+30

Photos

	**Inspect ID:** 2025-10030 **Feature Details:** Levee Embankments - Encroachments - Waterside Slope and Crown **Station Start:** 30+50 **Station End:** **Caption:** 10030 - Concrete foundation was observed to be embedded in waterside slope and crown, close to crest. Opening at bottom of concrete foundation. - 30+50
	**Inspect ID:** 2025-10030 **Feature Details:** Levee Embankments - Encroachments - Waterside Slope and Crown **Station Start:** 30+50 **Station End:** **Caption:** 10030 - Concrete foundation was observed to be embedded in waterside slope and crown, close to crest. Opening at bottom of concrete foundation. - 30+50

Photos

	**Inspect ID:** 2025-10016 **Feature Details:** Levee Embankments - Encroachments - Landside **Station Start:** 49+00 **Station End:** **Caption:** 10016 - A masonry brick retaining wall was observed on the landside. The retaining wall condition did not appear to be maintained, the wall appeared to have slight tilt inward indicating rotation at the foundation, typical design features such as weep drains were not observed. Due to the observed condition, the wall presents a potential stability to the toe of the slope along this section of the levee. - 49+00
	**Inspect ID:** 2025-10016 **Feature Details:** Levee Embankments - Encroachments - Landside **Station Start:** 49+00 **Station End:** **Caption:** 10016 - A masonry brick retaining wall was observed on the landside. The retaining wall condition did not appear to be maintained, the wall appeared to have slight tilt inward indicating rotation at the foundation, typical design features such as weep drains were not observed. Due to the observed condition, the wall presents a potential stability to the toe of the slope along this section of the levee. - 49+00

Photos

	**Inspect ID:** 2025-0003 **Feature Details:** Levee Embankments - Closure Structures - Landside **Station Start:** 112+50 **Station End:** **Caption:** 0003 - Oro Blvd E underpass under Hwy 70 - 112+50
	**Inspect ID:** 2025-10045 **Feature Details:** Levee Embankments - Closure Structures - Landside **Station Start:** 74+75 **Station End:** **Caption:** 10045 - Montgomery St underpass under Hwy 70 - 74+75

Photos

	**Inspect ID:** 2025-10045 **Feature Details:** Levee Embankments - Closure Structures - Landside **Station Start:** 74+75 **Station End:** **Caption:** 10045 - Montgomery St underpass under Hwy 70 - 74+75
	**Inspect ID:** 2025-10009 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope and Crown **Station Start:** 55+00 **Station End:** **Caption:** 10009 - Location of potential old slope failure on waterside - 55+00

Photos

	**Inspect ID:** 2025-10009 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope and Crown **Station Start:** 55+00 **Station End:** **Caption:** 10009 - Location of potential old slope failure on waterside - 55+00
	**Inspect ID:** 2025-10005 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope **Station Start:** 58+00 **Station End:** **Caption:** 10005 - Location of observed slope instability on waterside slope. Also observed scarp at this location. Multiple trees near waterside toe generally observed in this portion of the levee. - 58+00

Photos

	**Inspect ID:** 2025-10005 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope **Station Start:** 58+00 **Station End:** **Caption:** 10005 - Location of observed slope instability on waterside slope. Also observed scarp at this location. Multiple trees near waterside toe generally observed in this portion of the levee. - 58+00
	**Inspect ID:** 2025-10005 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope **Station Start:** 58+00 **Station End:** **Caption:** 10005 - Location of observed slope instability on waterside slope. Also observed scarp at this location. Multiple trees near waterside toe generally observed in this portion of the levee. - 58+00

Photos

	**Inspect ID:** 2025-10003 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope and Crown **Station Start:** 62+80 **Station End:** **Caption:** 10003 - Location of scarp observed on waterside slope - 62+80
	**Inspect ID:** 2025-10003 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope and Crown **Station Start:** 62+80 **Station End:** **Caption:** 10003 - Location of scarp observed on waterside slope - 62+80

Photos

	**Inspect ID:** 2025-10003 **Feature Details:** Levee Embankments - Slope Stability - Waterside Slope and Crown **Station Start:** 62+80 **Station End:** **Caption:** 10003 - Location of scarp observed on waterside slope - 62+80
	**Inspect ID:** 2025-0019 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope **Station Start:** 29+50 **Station End:** **Caption:** 0019 - Multiple voids below exposed concrete-facing at this location - 29+50

Photos

	**Inspect ID:** 2025-0019 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope **Station Start:** 29+50 **Station End:** **Caption:** 0019 - Multiple voids below exposed concrete-facing at this location - 29+50
	**Inspect ID:** 2025-0020 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope **Station Start:** 39+50 **Station End:** **Caption:** 0020 - Multiple voids below exposed concrete-facing at this location - 39+50

Photos

	**Inspect ID:** 2025-10026 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 32+00 **Station End:** 39+00 **Caption:** 10026 - Multiple erosional features between waterside crown and bike path on waterside slope were observed from Stations 32+00 to 39+00. Erosional features were possibly caused by pedestrians walking on levee slope towards bike path and river. - 32+00 - 39+00
	**Inspect ID:** 2025-10026 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 32+00 **Station End:** 39+00 **Caption:** 10026 - Multiple erosional features between waterside crown and bike path on waterside slope were observed from Stations 32+00 to 39+00. Erosional features were possibly caused by pedestrians walking on levee slope towards bike path and river. - 32+00 - 39+00

Photos

	**Inspect ID:** 2025-10022 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Landside Slope **Station Start:** 40+00 **Station End:** **Caption:** 10022 - Erosion feature/depression that looks man-made on landside slope, does not connect to any drain or drainage outlet - 40+00
	**Inspect ID:** 2025-10019 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 46+30 **Station End:** **Caption:** 10019 - Observed full height erosional feature on waterside slope at this location - 46+30

Photos

	**Inspect ID:** 2025-10011 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 53+50 **Station End:** 53+50 **Caption:** 10011 - Erosion near crest and bank caving at this location. Also at this location is an old concrete foundation near waterside crown, with large rock and concrete slab further below on waterside slope - 53+50 - 53+50
	**Inspect ID:** 2025-10011 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 53+50 **Station End:** 53+50 **Caption:** 10011 - Erosion near crest and bank caving at this location. Also at this location is an old concrete foundation near waterside crown, with large rock and concrete slab further below on waterside slope - 53+50 - 53+50

Photos

	**Inspect ID:** 2025-10011 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 53+50 **Station End:** 53+50 **Caption:** 10011 - Erosion near crest and bank caving at this location. Also at this location is an old concrete foundation near waterside crown, with large rock and concrete slab further below on waterside slope - 53+50 - 53+50
	**Inspect ID:** 2025-10011 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 53+50 **Station End:** 53+50 **Caption:** 10011 - Erosion near crest and bank caving at this location. Also at this location is an old concrete foundation near waterside crown, with large rock and concrete slab further below on waterside slope - 53+50 - 53+50

Photos

	**Inspect ID:** 2025-10007 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope and Crown **Station Start:** 55+70 **Station End:** **Caption:** 10007 - Full height erosional feature at this location on waterside slope extending to waterside crown - 55+70
	**Inspect ID:** 2025-10001 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside **Station Start:** 63+00 **Station End:** **Caption:** 10001 - Full bank height erosional feature on waterside slope. Erosion possibly caused by pedestrians walking on levee slope towards bike path and river. - 63+00

Photos

	**Inspect ID:** 2025-10000 **Feature Details:** Levee Embankments - Erosion / Bank Caving - Waterside Slope **Station Start:** 65+00 **Station End:** **Caption:** 10000 - Erosion observed near the tie-in with Hwy 70 - 65+00
	**Inspect ID:** 2025-0018 **Feature Details:** Levee Embankments - Animal Control - Landside Slope **Station Start:** 47+00 **Station End:** **Caption:** 0018 - Multiple animal burrows 12 to 24-inches diameter observed on landside slope - 47+00

Photos

	**Inspect ID:** 2025-0018 **Feature Details:** Levee Embankments - Animal Control - Landside Slope **Station Start:** 47+00 **Station End:** **Caption:** 0018 - Multiple animal burrows 12 to 24-inches diameter observed on landside slope - 47+00
	**Inspect ID:** 2025-10032 **Feature Details:** Levee Embankments - Animal Control - Waterside Slope and Crown **Station Start:** 25+60 **Station End:** **Caption:** 10032 - Multiple animal burrows 6 to 12-inches diameter observed on waterside slope - 25+60

Photos

	**Inspect ID:** 2025-10029 **Feature Details:** Levee Embankments - Animal Control - Crown **Station Start:** 31+00 **Station End:** **Caption:** 10029 - Animal burrow approx. 12-inch diameter near waterside crown - 31+00
	**Inspect ID:** 2025-10008 **Feature Details:** Levee Embankments - Animal Control - Waterside Slope **Station Start:** 55+80 **Station End:** **Caption:** 10008 - Approx. 10 animal burrows, 4 to 8-inches diameter - 55+80

Photos

	**Inspect ID:** 2025-10008 **Feature Details:** Levee Embankments - Animal Control - Waterside Slope **Station Start:** 55+80 **Station End:** **Caption:** 10008 - Approx. 10 animal burrows, 4 to 8-inches diameter - 55+80
	**Inspect ID:** 2025-0013 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Landside and Waterside **Station Start:** 182+35 **Station End:** **Caption:** 0013 - Box culvert through Hwy 70 embankment, waterside view - 182+35

Photos

	**Inspect ID:** 2025-0013 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Landside and Waterside **Station Start:** 182+35 **Station End:** **Caption:** 0013 - Box culvert through Hwy 70 embankment, landside view - 182+35
	**Inspect ID:** 2025-10035 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Toe **Station Start:** 19+50 **Station End:** **Caption:** 10035 - 24-inch concrete culvert outlet near waterside toe - 19+50

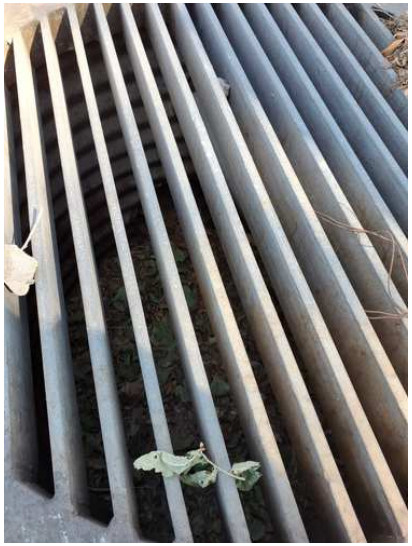
Photos

	**Inspect ID:** 2025-10035 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Toe **Station Start:** 19+50 **Station End:** **Caption:** 10035 - 24-inch concrete culvert outlet near waterside toe - 19+50
	**Inspect ID:** 2025-10031 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Toe **Station Start:** 29+30 **Station End:** **Caption:** 10031 - 18-inch culvert outlet near waterside toe, approx. 32-feet below bike path on waterside slope - 29+30

Photos

	**Inspect ID:** 2025-10025 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Slope **Station Start:** 43+00 **Station End:** **Caption:** 10025 - Approx. 12-inch corrugated metal pipe near toe of waterside slope. - 43+00
	**Inspect ID:** 2025-10013 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Slope and Crown **Station Start:** 41+30 **Station End:** **Caption:** 10013 - Metal pipe with flap gate near Bedrock Park. No blockages or vegetation near opening. - 41+30

Photos

	**Inspect ID:** 2025-10013 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Slope and Crown **Station Start:** 41+30 **Station End:** **Caption:** 10013 - Metal pipe with flap gate near Bedrock Park. No blockages or vegetation near opening. - 41+30
	**Inspect ID:** 2025-10014 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Slope **Station Start:** 50+00 **Station End:** **Caption:** 10014 - Manhole on waterside slope with drainage pipe inside - 50+00

Photos

	**Inspect ID:** 2025-10014 **Feature Details:** Levee Embankments - Culverts / Discharge Pipes & Gates - Waterside Slope **Station Start:** 50+00 **Station End:** **Caption:** 10014 - Manhole on waterside slope with drainage pipe inside - 50+00
	**Inspect ID:** 2025-10012 **Feature Details:** Levee Embankments - Revetments other than Riprap - Crown **Station Start:** 46+00 **Station End:** 52+80 **Caption:** 10012 - Levee crest for Stations 46+00 to 52+80 near Bedrock Park, showing original 1907 concrete-faced levee. Rock wall on levee crest is not structural and would likely not contain floodwaters. Staircase near Station 50+00 is low point where floodwater would likely enter. - 46+00 - 52+80

Photos



Inspect ID: 2025-10012
Feature Details: Levee Embankments - Revetments other than Riprap - Crown
Station Start: 46+00
Station End: 52+80
Caption: 10012 - Levee crest for Stations 46+00 to 52+80 near Bedrock Park, showing original 1907 concrete-faced levee. Rock wall on levee crest is not structural and would likely not contain floodwaters. Staircase near Station 50+00 is low point where floodwater would likely enter. - 46+00 - 52+80



Inspect ID: 2025-10012
Feature Details: Levee Embankments - Revetments other than Riprap - Crown
Station Start: 46+00
Station End: 52+80
Caption: 10012 - Levee crest for Stations 46+00 to 52+80 near Bedrock Park, showing original 1907 concrete-faced levee. Rock wall on levee crest is not structural and would likely not contain floodwaters. Staircase near Station 50+00 is low point where floodwater would likely enter. - 46+00 - 52+80

Photos

	**Inspect ID:** 2025-10012 **Feature Details:** Levee Embankments - Revetments other than Riprap - Crown **Station Start:** 46+00 **Station End:** 52+80 **Caption:** 10012 - Levee crest for Stations 46+00 to 52+80 near Bedrock Park, showing original 1907 concrete-faced levee. Rock wall on levee crest is not structural and would likely not contain floodwaters. Staircase near Station 50+00 is low point where floodwater would likely enter. - 46+00 - 52+80
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National Levee Database

NLD

LEVEE INSPECTION MAPBOOK

Levee Segment
Oroville CA Levee 1

NLD Levee Segment ID
1904041233

Location
Oroville CA Levee 1

Inspection Type
Field Data Collection

Start Date
07-May-2025

End Date
07-May-2025

Inspected By
Jai Panthail

US Army Corps of Engineers

Levee Segment

Oroville CA Levee 1

US Army Corps of Engineers®

NLD Levee Segment ID
1905041233

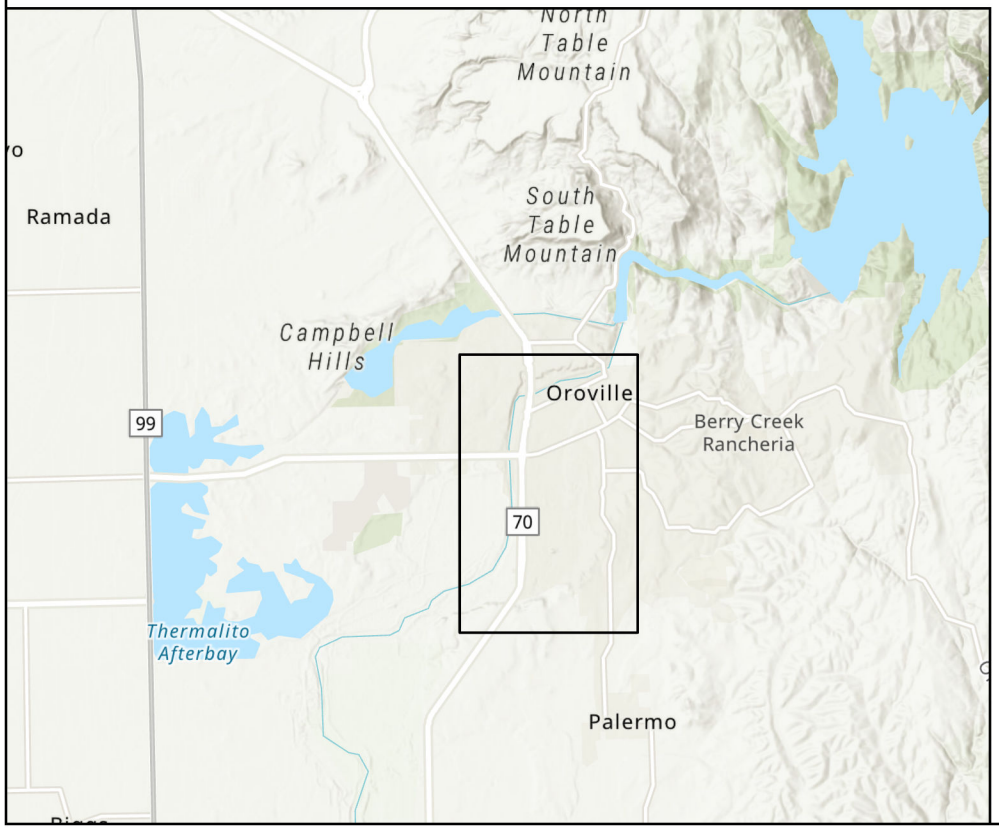
Location
Oroville CA Levee 1

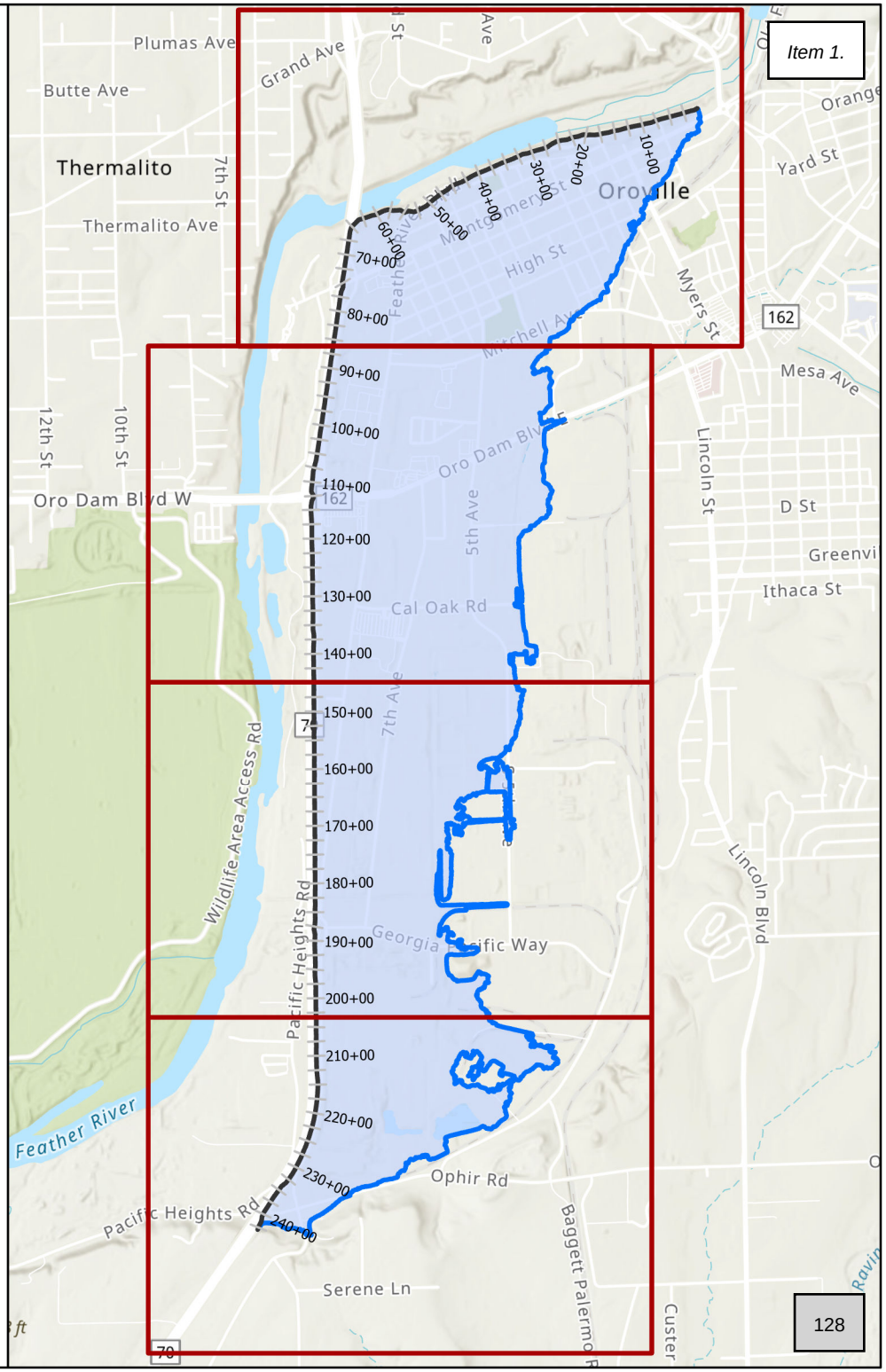
Inspection Type
Levee Review Field Data Collection

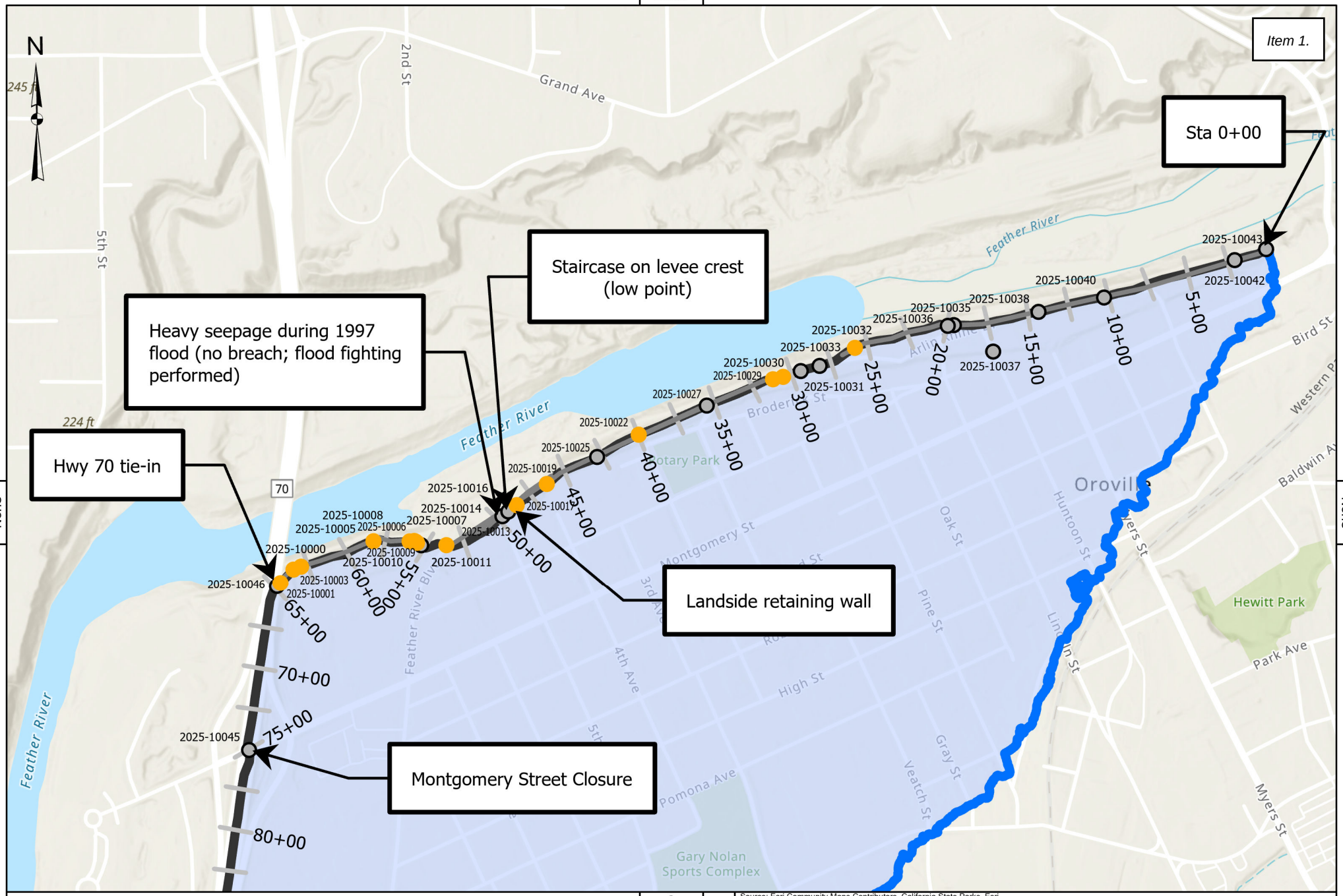
Start Date
7-May-2025

End Date
7-May-2025

Inspected By
WSP-GEOSYNTEC







LEGEND

- General Observations
- Levee Condition Observations
- Levee Alignment

Note: The observations recorded during the field data collection may not represent a complete accounting of the levee condition. Additional levee deficiencies may exist in addition to those digitally recorded through the Levee Inspection System (LIS).

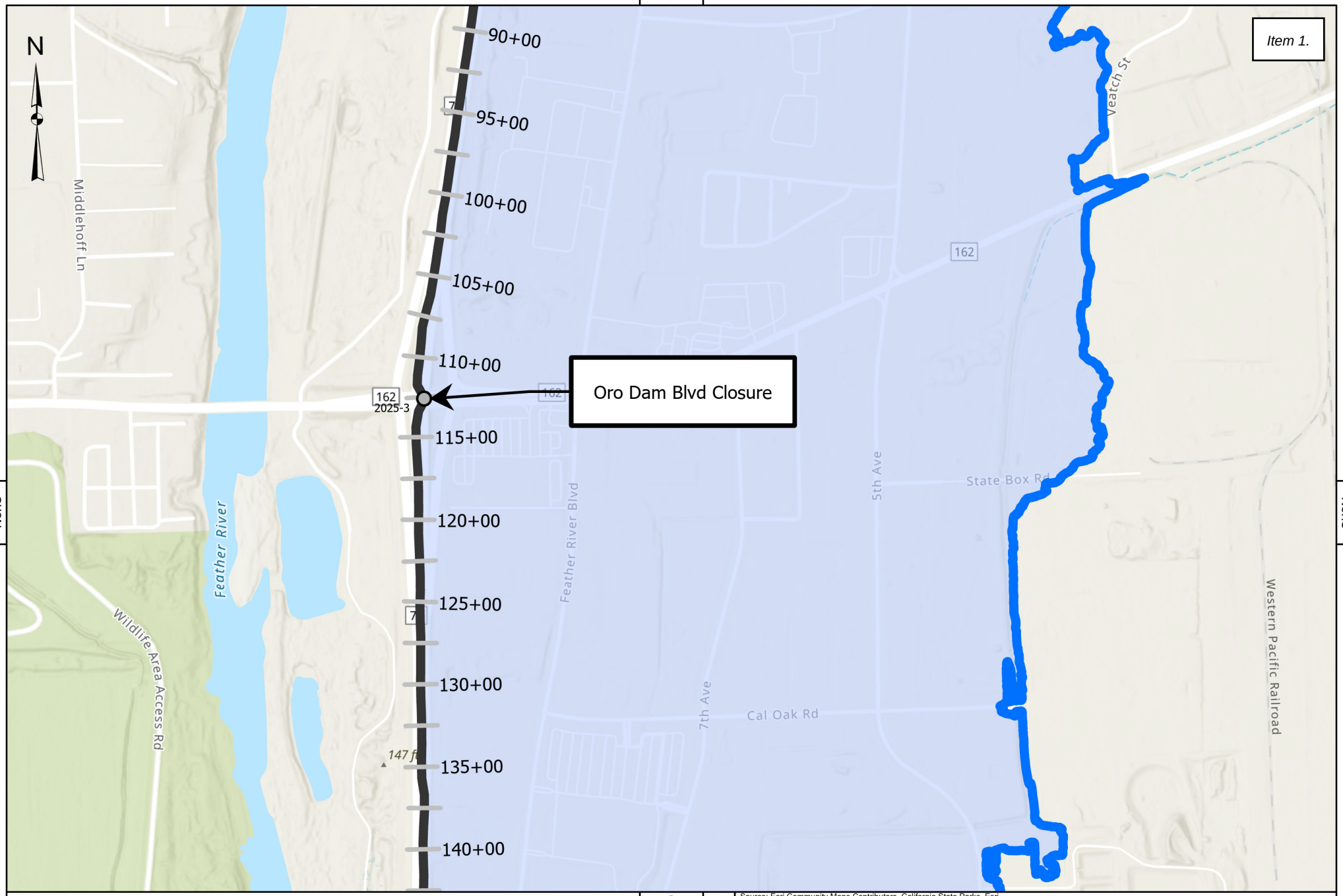
Source: Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA
Spatial Reference PCS: NAD 1983 UTM Zone 10N

0 250 500 1,000 1,500 US Feet
Scale: 1:9,200

US Army Corps of Engineers

LEVEE SCREENING STUDY
US ARMY CORPS OF ENGINEERS
OROVILLE, CA

OROVILLE CA LEVEE 1
LEVEE REV
FIELD DATA COL N
129
SHEET 1 of 4



1

None

None

3

LEGEND

- General Observations
- Levee Condition Observations
- Levee Alignment

Note: The observations recorded during the field data collection may not represent a complete accounting of the levee condition. Additional levee deficiencies may exist in addition to those digitally recorded through the Levee Inspection System (LIS).

Source: Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA
Spatial Reference PCS: NAD 1983 UTM Zone 10N

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Scale: 1:9,200

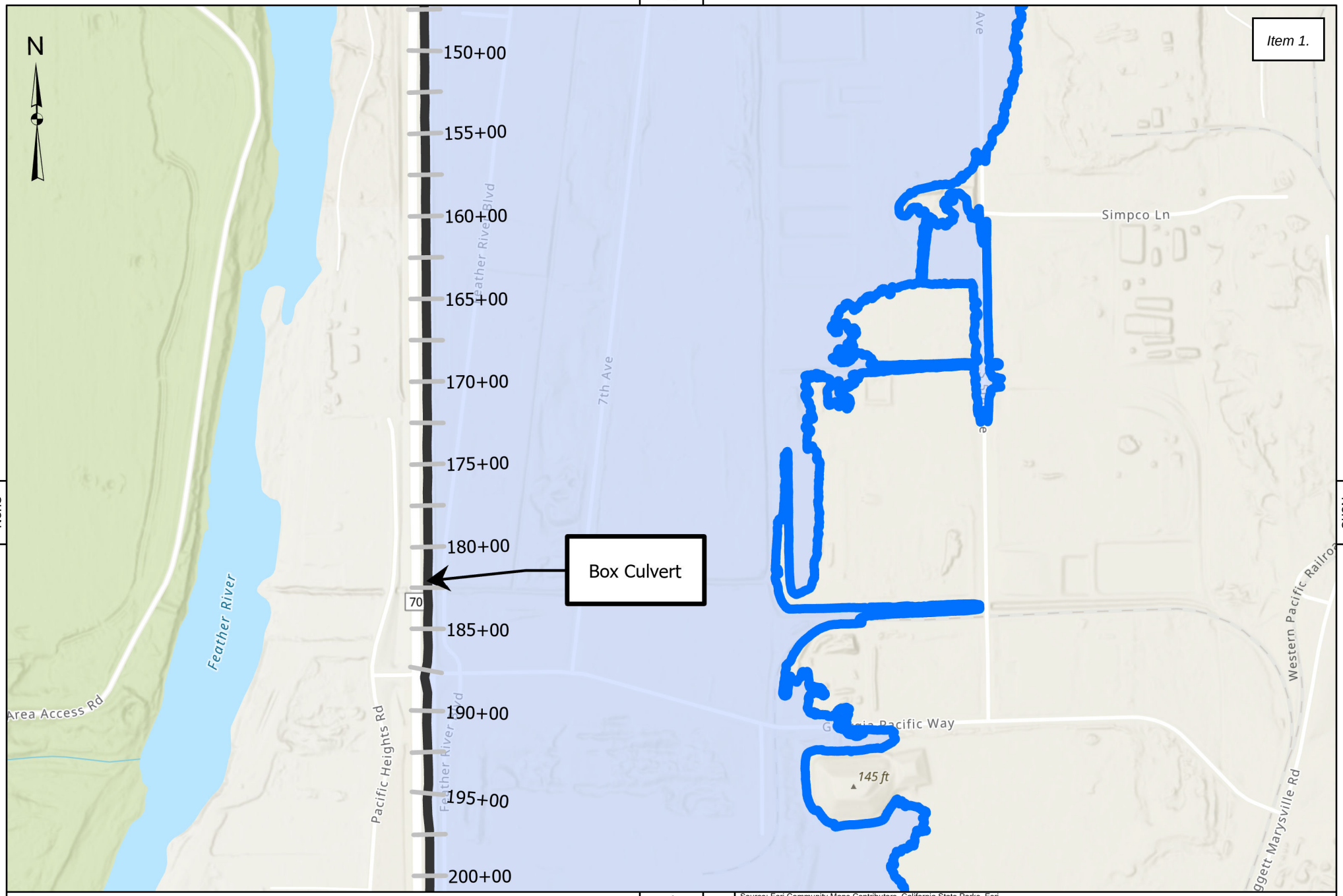
US Army Corps of Engineers

LEVEE SCREENING STUDY
US ARMY CORPS OF ENGINEERS
OROVILLE, CA

OROVILLE CA LEVEE 1
LEVEE REV
FIELD DATA COL N

130

SHEET 2 of 4



None

None

LEGEND

- General Observations
- Levee Condition Observations
- Levee Alignment

Note: The observations recorded during the field data collection may not represent a complete accounting of the levee condition. Additional levee deficiencies may exist in addition to those digitally recorded through the Levee Inspection System (LIS).

Source: Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA
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Scale: 1:9,200

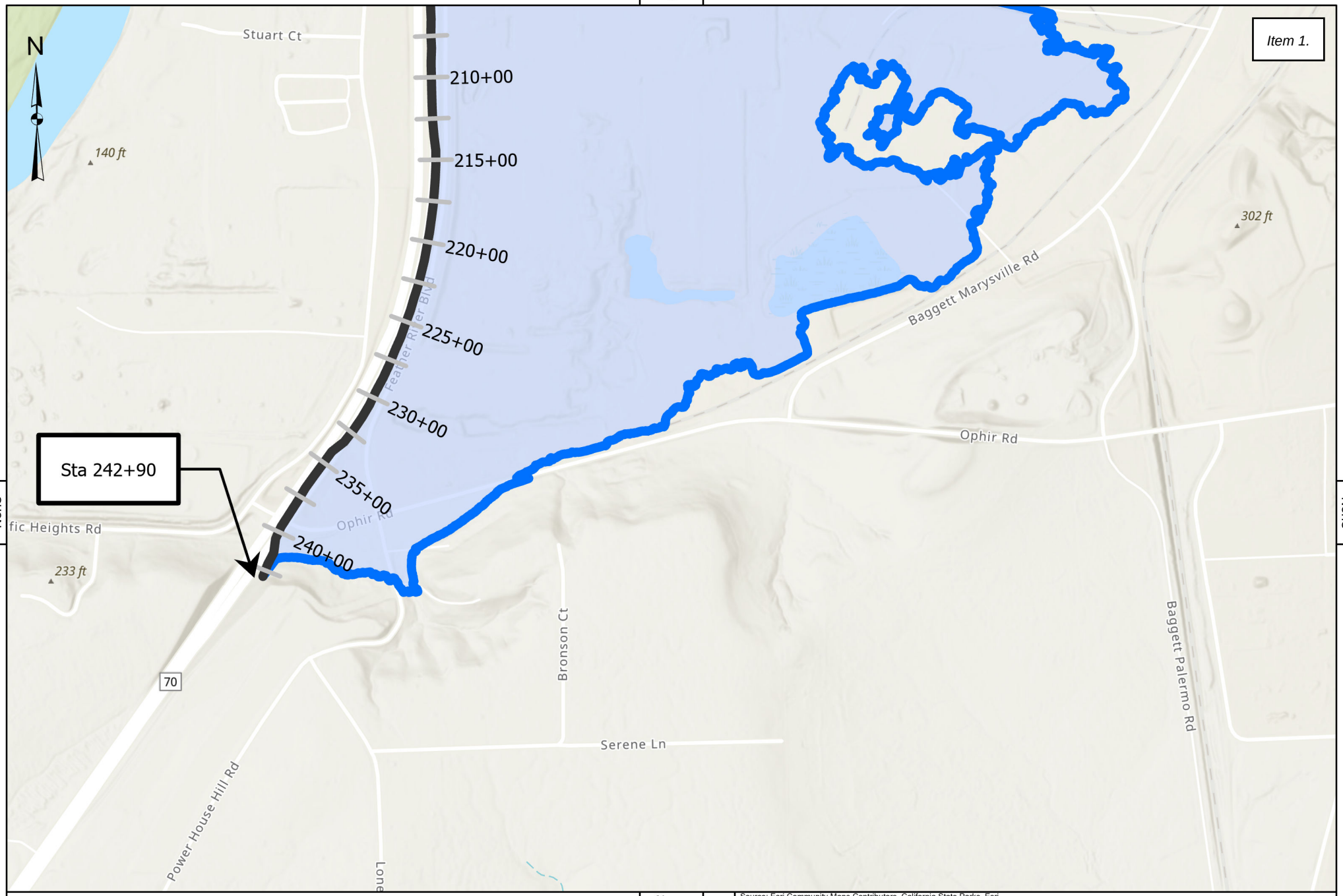
US Army Corps of Engineers

LEVEE SCREENING STUDY
US ARMY CORPS OF ENGINEERS
OROVILLE, CA

OROVILLE CA LEVEE 1
LEVEE REV
FIELD DATA COL N

131

SHEET 3 of 4



LEGEND

- General Observations
- Levee Condition Observations
- Levee Alignment

None

Note: The observations recorded during the field data collection may not represent a complete accounting of the levee condition. Additional levee deficiencies may exist in addition to those digitally recorded through the Levee Inspection System (LIS).

Source: Esri Community Maps Contributors, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA
Spatial Reference PCS: NAD 1983 UTM Zone 10N

0 250 500 1,000 1,500 US Feet

Scale: 1:9,200

US Army Corps of Engineers

LEVEE SCREENING STUDY
US ARMY CORPS OF ENGINEERS
OROVILLE, CA

OROVILLE CA LEVEE 1
LEVEE REV
FIELD DATA COL N

132

SHEET 4 of 4

Oroville CA Levee 1 Levee Review



US Army Corps of Engineers®

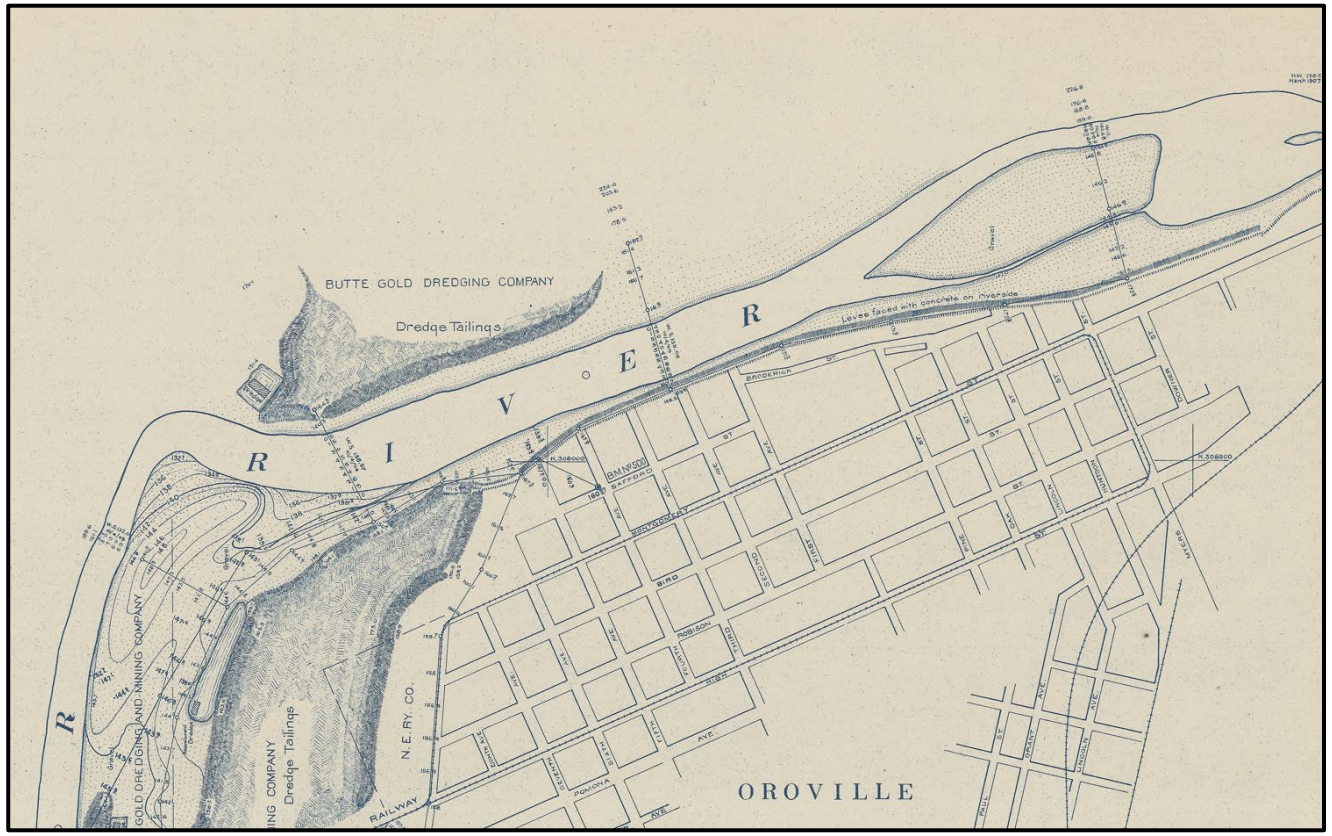
NATIONAL LEVEE SAFETY PROGRAM

February 3, 2026

OROVILLE CA LEVEE 1

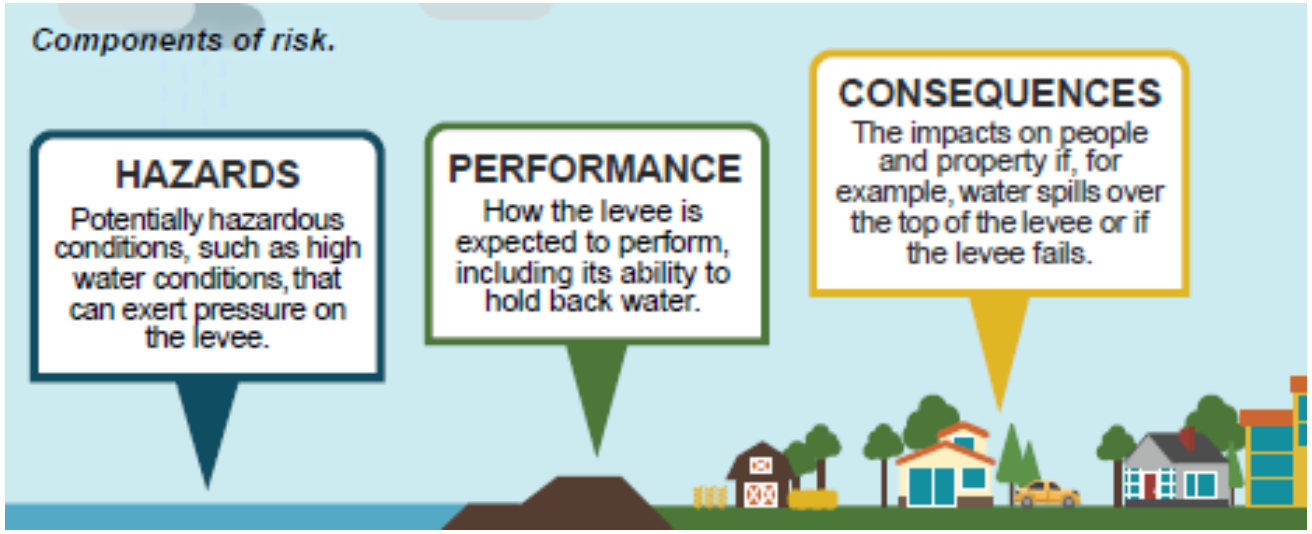
Agenda

- Background
- Findings
  - Hazard
  - Performance
  - Consequences
  - Levee Risk
  - Other Risks
- Recommendations
- Next Steps



Levee Review Background

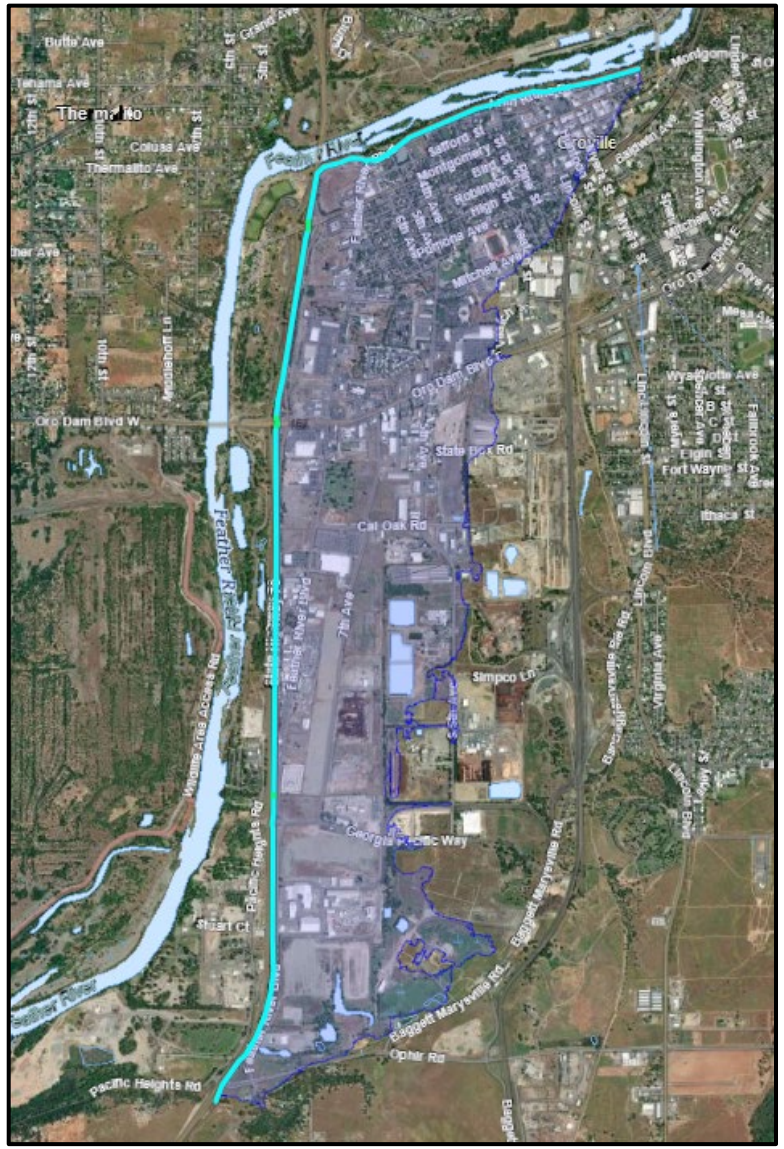
- Voluntary process in which USACE conducts a field visit and screening-level risk assessment
- Provides a basic understanding of levee risk
  - Flood hazard
  - Expected levee performance
  - Consequences of a levee breach



***FEMA levee accreditation process for NFIP is separate and independent for Levee Review**

Levee Review Benefits

- Knowing a levee's risk can help
  - **Levee Owner/Operator**: prioritize O&M, repairs, and emergency preparedness activities
  - **States**: Understand flood related vulnerabilities within their boundaries and establish management alternatives
  - **Emergency Managers**: Identify low or weak spots in the levee to inform emergency preparedness and floodfight activities
  - **Community Leaders:** Incorporate flood information if master planning, resilience planning, etc. Support investments
  - **Individuals**: Understand levee benefits and risks, improve preparedness



Levee Review

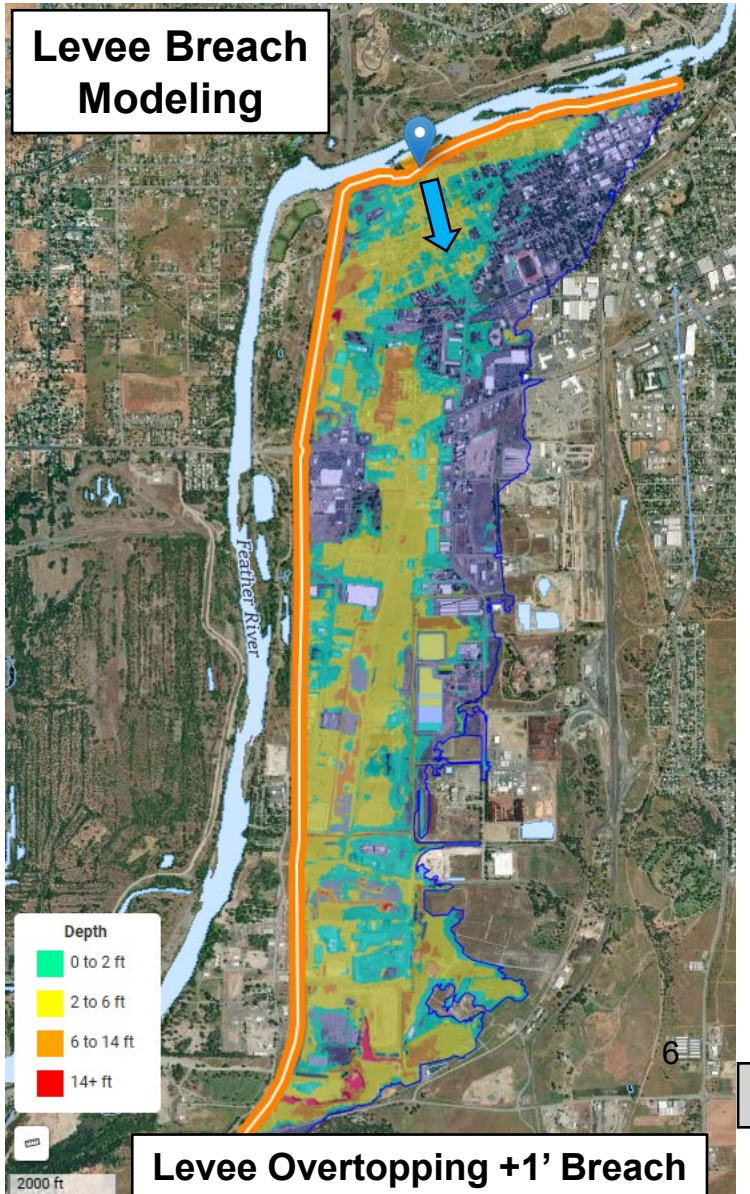
- Date: May 7-8, 2025
- Participating Agencies:
  - California Department of Water Resources (DWR)
  - City of Oroville
  - Sutter Butte Flood Control Association (SBFCA)
    - R&F Engineering
    - HDR
  - USACE
    - WSP
    - Geosyntec





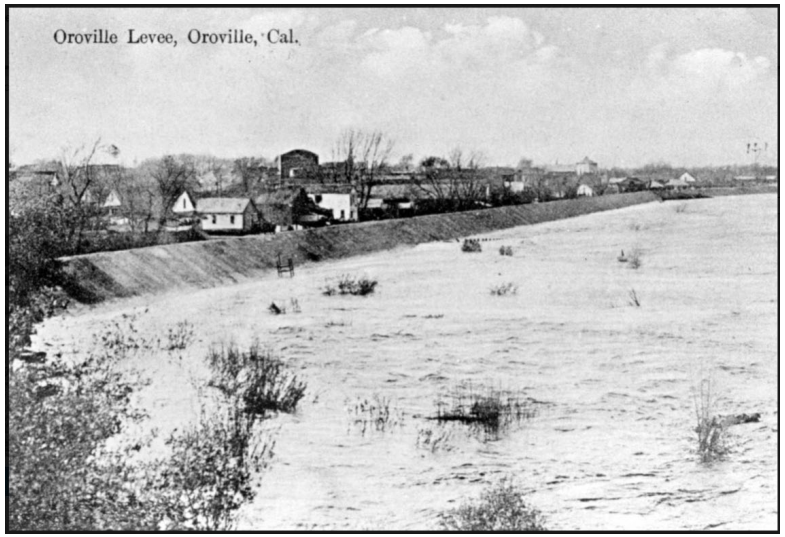
Bottom Line Up Front

- Levee Classification: Low risk
  - Emergency planning, community risk perception, and historic evacuations are major factor in low life safety risk.
  - Oroville Dam greatly reduces the frequency and severity of flooding on the levee by regulating flows in the Feather River.
  - Levee expected to perform adequately, but a critical levee reach is vulnerable.



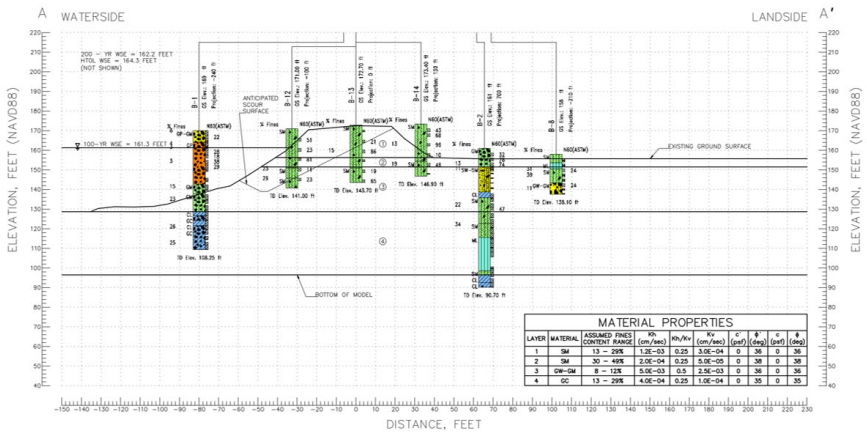
Oroville CA Levee 1
Data Collection & Site Visit













Major Findings - Hazard

- Oroville Dam greatly reduces the frequency and severity of flooding
- Relatively infrequent levee loading
- Levee overtopping at >300,000cfs.
- Low levee elevations along Bedrock Park expected to be first overtopping
- In significant flood events, closures may be needed:
  - Montgomery St.
  - Oro Dam Blvd.
  - Box culvert openings (Dry Creek @ Hwy 70)
- Uncertainty: future water control manual updates and updated flow frequency



Photo Credit: CA DWR (Jan 2, 2026)

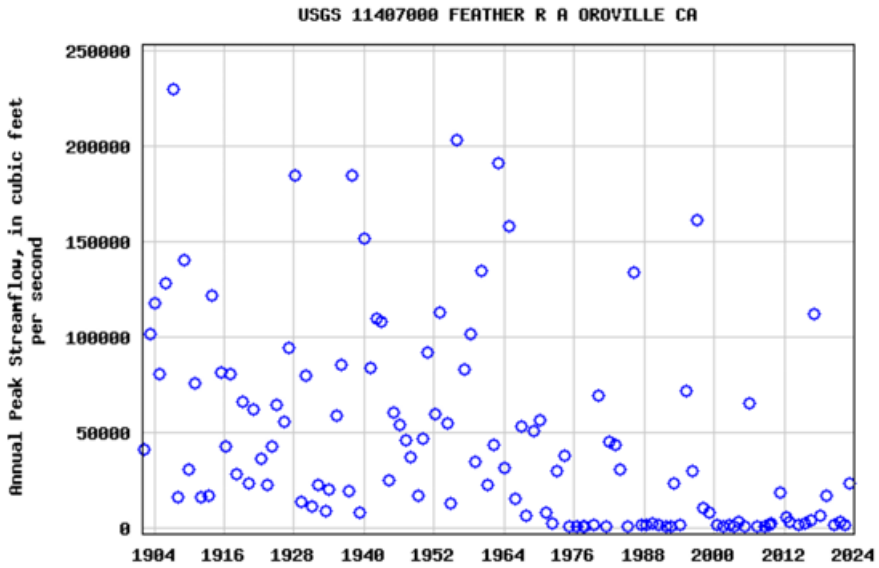


Figure 1. Peak Annual Discharges at USGS Gage 11407000

Major Findings - Performance

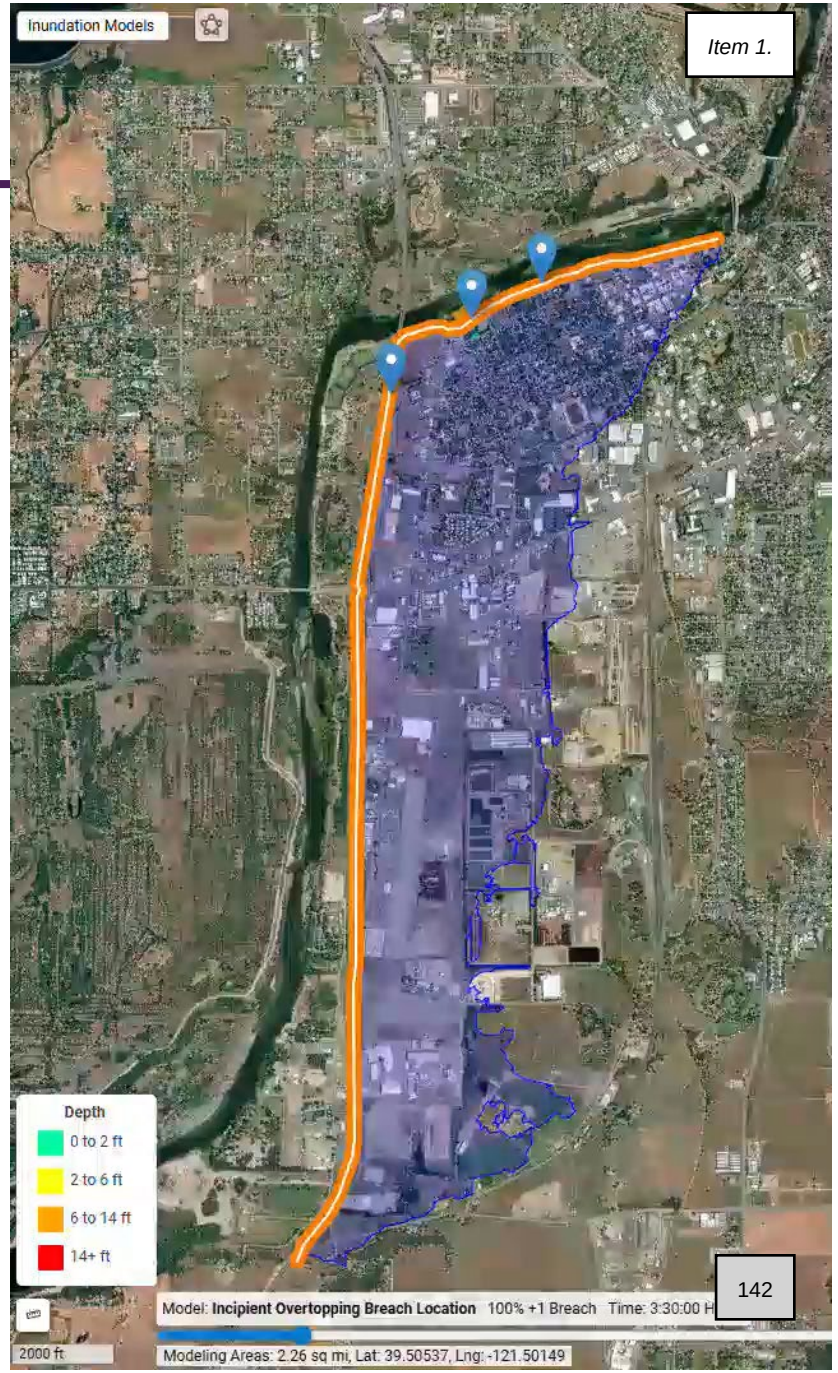
- Levee fill soil (dredge tailing) is porous; seepage probable
- Many levee sections are overbuilt with dredge tailings.
- Critical section at Bedrock Park
  - Minimal geometry (narrow with steeper slopes),
  - Condition concerns (retaining wall)
  - Past performance incident in 1997 (internal erosion)
  - Does not meet factors of safety for seepage or slope stability (HDR, 2015)
- Riverine erosion expected to initiate, particularly in the case of overturned tree



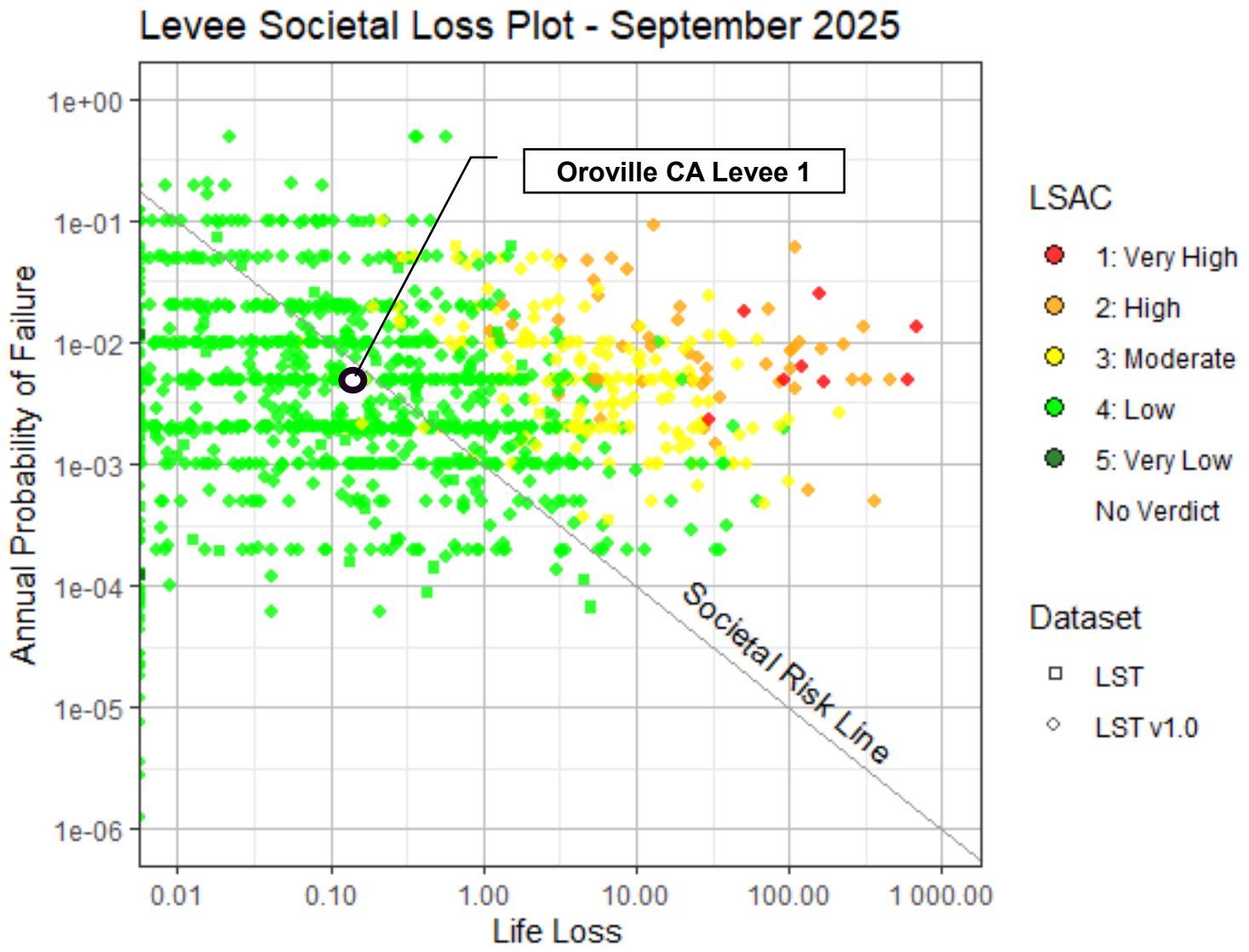


Major Findings - Consequences

- Model Inputs
  - Strong emergency planning, experience, and community risk perception
  - The City lacks a formal Emergency Action Plan (EAP) with specific triggers
- Results
  - Flood inundation: generally 0-6 feet with localized areas 6-14 feet
  - Average life loss: <1
  - Average Dollar Loss: >$100 Million
  - Critical infrastructure at risk includes non-redundant utilities, schools, medical facilities, treatment plants, and evacuation routes



Levee Risk: National Levee Portfolio



Other Flood Risks

- This assessment assessed levee risk and did not quantify the magnitude and impacts of other flooding scenarios
  - Concerns about seepage quantity and interior drainage





Twin box culverts along dry Creek beneath Hwy 70

Recommendations

Priority	Recommendation	Cost Range
1	Update the levee hazard data in the risk assessment following the upcoming Oroville Dam Water Control Manual update to reflect the latest understanding of flood loading frequency at the Oroville CA Levee 1. Provide input to the plan, as needed.	No Cost Available
2	Expand the City's flood fighting capability with training (CA DWR training available), stockpile of flood fight materials and generalized flood fight manual. Flood fight materials including closure materials, sandbags, pumps, etc.	$4K - $60K Annually
3	Prepare written O&M manual and plan for inspections. Formally define levee project limits to assist in O&M activities and develop modification/encroachment review/permit. Include operations plan for intended closure structure at Montgomery Road. Develop a vegetation management plan include details for identifying and removing hazard trees.	No Cost Available
4	Perform additional subsurface exploration to better define the limits of the section of levee around Bedrock Park that does not meet seepage and stability criteria (sonic drilling recommended). Include geophysical methods that may help reveal if concrete paneling exists within the embankment. [No USACE cost available. However, local A/E contractor estimate was $12K per boring and $15-$20K for geophysical. Note: The 2015 levee certification plan prepared by HDR estimated the need for 12-18 additional borings.]	No Cost Available

*Cost Estimates developed from “Summary of Costs Associated with Levee-related Activities” dated March 2023. Available at www.leveesafety.org. Cost Estimate Limitation: Each levee system has large variability. Users should view the low and high range of costs as a general guide. Actual costs will depend on levee-specific circumstances. Adjustments to account for specific local conditions should be made as necessary. Price level date: March 2023.

Recommendations (Cont.)

Priority	Recommendation	Cost Range
5	Complete structural improvements to the narrower levee section(s) upstream of the bedrock park and/or near the Hwy 70 tie-in. Remove landside retaining wall at bedrock park if obsolete. Acquire real estate to widen section and flatten landside slope with a filter compatible berm/buttress in areas of historic seepage (Design concept only. To be verified). Ensure design meets recommended factors of safety.	$780K - $8.8M
6	Complete detailed inventory of pipes. Perform interior inspection of all pipes within the levee footprint with a priority on those that perpendicularly bisect the levee. Repair as needed. Add flap gates to all storm drains. (Cost estimate assumes 7 pipes)	$7K - $89K
7	Develop a levee specific Emergency Action Plan that lays out action triggers based on Feather River at Oroville river gage. Consider critical infrastructure and plans for mitigation/protection.	No Cost Available
8	Improve the understanding of background flood risk (i.e. flood risk not associated with levee failure). Quantify seepage flow through and beneath the levee system, including Highway 70, during high water and the resulting impacts. Develop an interior drainage plan for the southern portion of Oroville. Investigate the impact of ungated box culverts through Highway 70 during flood events including the interaction of interior drainage.	No Cost Available

*Cost Estimates developed from “Summary of Costs Associated with Levee-related Activities” dated March 2023. Available at www.leveesafety.org. Cost Estimate Limitation: Each levee system has large variability. Users should view the low and high range of costs as a general guide. Actual costs will depend on levee-specific circumstances. Adjustments to account for specific local conditions should be made as necessary. Price level date: March 2023.

Questions and Discussion

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **VERDIN MARKETING – ANNUAL UPDATE AND PERFORMANCE METRICS PRESENTATION**

DATE: **FEBRUARY 3, 2026**

SUMMARY

The City Council shall receive a presentation from Verdin Marketing summarizing the marketing and branding work completed on behalf of the City over the past year. The presentation will also include performance metrics demonstrating the effectiveness of these efforts.

DISCUSSION

Verdin Marketing has been under contract with the City to provide marketing and branding services, including digital outreach, messaging, and promotional support. As part of ongoing transparency and accountability, Verdin Marketing has been invited to present directly to City Council.

The presentation will highlight key initiatives undertaken during the past year and provide measurable data related to engagement, reach, and overall effectiveness. This item is informational only and intended to keep Council informed of progress and outcomes.

FISCAL IMPACT

There is no fiscal impact associated with this presentation. Verdin Marketing's services are funded through an existing agreement previously approved by City Council.

ACTION REQUESTED -

RECEIVE PRESENTATION AND PROVIDE DIRECTION TO STAFF, IF DESIRED.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **FORECLOSURE OF 58 LA CRESENTA DRIVE**

DATE: **FEBRUARY 3, 2026**

SUMMARY

The City Council shall consider authorizing the Director of Business Assistance and Housing Development the authority to obtain title to 58 La Cresenta Drive by either initiating foreclosure proceedings or negotiating the execution of a Deed in Lieu of Foreclosure at 58 La Cresenta Drive (APN 031-086-020).

DISCUSSION

Staff is requesting authorization from the Council to either initiate foreclosure on the property located at 58 La Cresenta Drive or work with the borrower to obtain a Deed in Lieu of Foreclosure. The current property owner obtained a mortgage subsidy loan through the City's Homeownership Assistance Program in the amount of $50,000 in October of 2007.

The borrower is in default on their mortgage with Shellpoint Mortgage Servicing which holds the first lien position. The approximate amount to cure the default would be approximately $112,161.08, to secure the City's lien position. These amounts are good through February 28, 2026. Based on comparable market data, the estimated value is $342,350.00. Additionally, the property owner also has a Landscape Improvement Loan that is currently in default with the Oroville Successor Agency in the amount of $4,839.00.

Address	Amount due to Primary Lender	Amount of City Loan (contingent deferred interest)	Amount of Successor Agency Landscape Loan	Total Loans	Value Based on Comparable
58 La Cresenta Dr.	$112,161.08	$50,000.00	$4,839.00	$167,000.08	$342,350.00

If the City Council authorizes staff to secure the City's interest in this property, staff is proposing that the property be resold on the open market to recoup homebuyer loan costs. Staff recommends either redeeming the primary loan and initiating our own foreclosure to recoup the City's investment of this property or working with the borrower to obtain a Deed in Lieu of Foreclosure. Staff has not gained access to the interior of the home to determine what, if any, repairs are needed. Staff will bring these items back to Council if repairs in excess of normal wear and tear maintenance are required.

FISCAL IMPACT

There is no general fund impact. Approximately $112,161.08 will be needed to cure the default and approximately $5,000.00 in foreclosure fees from Fund 225 (City Revolving Loan Fund) or fund 220 (Housing Program Fund).

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9437 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO SECURE THE CITY'S INTEREST EITHER BY INITIATING AND COMPLETING FORECLOSURE PROCEEDINGS, OR BY SECURING A DEED IN LIEU OF FORECLOSURE ON REAL PROPERTY LOCATED AT 58 LA CRESENTA DRIVE, OROVILLE (APN 031-086-020).

ATTACHMENTS

Resolution No. 9437

CITY OF OROVILLE
RESOLUTION NO. 9437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO SECURE THE CITY'S INTEREST EITHER BY INITIATING AND COMPLETING FORECLOSURE PROCEEDINGS, OR BY SECURING A DEED IN LIEU OF FORECLOSURE ON REAL PROPERTY LOCATED AT 58 LA CRESENTA DRIVE, OROVILLE (APN 031-086-020).

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

1. The Director of Business Assistance and Housing Development is hereby authorized and directed to execute all documents and any amendments thereto necessary to secure the City's interest either by initiating and completing foreclosure proceedings, or by securing a Deed in Lieu of Foreclosure on real property located at 58 La Cresenta Drive, Oroville CA, (APN 031-086-020) Oroville, California; and

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 February 3, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE BROKER SERVICES**

DATE: **FEBRUARY 3, 2026**

SUMMARY

The City Council shall consider a Professional Services Agreement with Karen Whitlow-Martin Real Estate Services, for Real Estate Broker Services with a term through February 28, 2029.

DISCUSSION

The City of Oroville wishes to enlist a local real estate broker/firm with qualified personnel who have previous experience in providing real estate brokerage services to governmental clients to sell real property located within the city-limits of Oroville. Additionally, staff would utilize the agent's services for other real estate transactions as they arise for a period of two years.

Services provided could include the following:

1. Preform Market Analysis,
2. Develop Strategies for the sale of city-owned properties,
3. Assist the City with Advertising the sale of select properties,
4. Participate in scheduled tours of city-owned properties with potential buyers,
5. Coordinate all customary activities required for the sale of city-owned properties (including inspections, appraisals, signings, closings),
6. Provide economic analysis of all offers and prepare report of such analysis,
7. Work with staff to negotiate purchases/trades of properties for future affordable housing projects,
8. Make presentations to the City Council, as needed.

City staff released the Request for Proposal on January 6, 2026, to be due by 3:30 p.m., on January 20, 2026. The City received two (2) proposals. City staff reviewed each proposal and recommends entering into a Professional Services Agreement with Karen Whitlow-

Martin from Karen Whitlow-Martin Real Estate Services. Ms. Whitlow-Martin's proposal was well prepared and responsive to the City's needs and appeared to be the lowest cost to the City.

Fee Schedule

Residential Properties	**Commercial Properties**	**Vacant Land**	**Hourly Consulting Services**
Listing Agent: 2.5%	Commission is negotiable based on scope, complexity and market conditions	Listing Agent: 2.5% ($3,000 minimum)	$40.00 per hour
Buyer Representation: 2.5%		Buyer Representation: 2.5%	Not to exceed $5,000 without prior approval from City Administrator

FISCAL IMPACT

There is no general fund impact. Appropriation is available in the 2025-26 Housing Program Fund (220). The current/unencumbered balance as of January 21, 2026, is $1,683,306.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9436 – A RESOLUTION OF OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KAREN WHITLOW-MARTIN REAL ESTATE FOR REAL ESTATE BROKER SERVICES FOR A PERIOD OF THREE YEARS; AND

APPROVE AGREEMENT NO. 3577 – REAL ESTATE BROKER SERVICES WITH KAREN WHITLOW-MARTIN.

ATTACHMENTS

Resolutions No. 9436
Agreement No. 3577

CITY OF OROVILLE
RESOLUTION NO. 9436

A RESOLUTION OF OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KAREN WHITLOW-MARTIN REAL ESTATE FOR REAL ESTATE BROKER SERVICES FOR A PERIOD OF THREE YEARS.

(Agreement No. 3577)

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with Karen Whitlow-Martin Real Estate for Real Estate Broker Services. A copy of the Agreement is attached to this resolution.

4. 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 February 3, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

Agreement No. 3577
AGREEMENT FOR PROFESSIONAL SERVICES
Real Estate Broker Services

This Agreement is made on this 2nd, day of February 2026, by and between the **City of Oroville,** a California Charter City, 1735 Montgomery St., Oroville CA, 95965 (hereinafter referred to as the "City") and **Karen Whitlow-Martin Real Estate, (hereinafter referred to as** "Consultant").

RECITALS

A. The CITY proposes to contract for professional services outlined in "Exhibit A".

B. The CITY conducted an RFP issued on January 6, 2026, and selected Consultant as the preferred service provider.

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

AGREEMENT

NOW, THEREFOR, the CITY and the Consultant, mutually agree as follows:

1. SERVICES. The Consultant 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 the execution by both parties and shall expire on February 28, 2029, unless it is extended in writing in advance by both parties.

3. TIME OF PERFORMANCE. The services of the Consultant 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 into “Exhibit A”, unless extended in writing by the CITY.

4. METHOD OF PAYMENT. The Consultant shall be compensated in accordance to the fee schedule outlined in “Exhibit B” for services provided pursuant to this Agreement as described in “Exhibit A”. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The Consultant shall be paid withing forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY’s satisfaction. The Consultant 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, Amy Bergstrand, unless otherwise designated in writing shall serve as the CITY’S representative for the administration of the project. All activities performed by the Consultant shall be coordinated with this person.

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

5.3. Personnel. The Consultant represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All the services required under this Agreement will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the

assignment of its own employees to the performance of the Consultant's services under this Agreement, but the CITY reserves the right, for good cause, to require the Consultant 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 notices of such termination. In the event of such termination, the Consultant shall cease services as of the date of the 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 Consultant 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 Consultant shall be responsible for any additional costs incurred by the CITY in securing the services from another Consultant.

7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working

notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding 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.

11. CONSULTANT'S BOOKS AND RECORDS.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged

to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be

an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant 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 the CITY.

13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

    1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
    2. Consultant possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700.3)

14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

15. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The Consultant. shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant 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 required by the City for its business.

17. INDEMFIFICATION. Consultant shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Consultant'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 Consultant's negligent or wrongful performance under this Agreement, Consultant 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 Consultant's legal counsel unacceptable, then Consultant 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. Consultant 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 Consultant and any of its officers, agents employees and subcontractors.

18. INSURANCE REQUIREMENTS.

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

18.1.1. Workers' Compensation Coverage. The Consultant 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 Consultant 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 Consultant for CITY. This provision shall not apply if the Consultant has no employees performing work under this Agreement.

18.1.2. General Liability Coverage. The Consultant 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.

18.1.3. Automobile Liability Coverage. The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant 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 Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall obtain evidence of personal auto liability coverage for each such person.

18.1.4. Professional Liability Coverage. The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations be by the Consultant 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.

18.2. 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 18.2.1 below. Consultant also agrees to require all contractors, and subcontractors to do likewise.

18.2.1. “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 Consultant, including materials, parts, or equipment furnished in connection with such work or operations.”

18.2.2. 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.

18.2.3. 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.

18.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, Consultant 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.

18.2.5. 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.

18.2.6. 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.

18.2.7. 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.

18.2.8. Consultant agrees to provide immediate notice to CITY of any claim or loss against Consultant 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.

18.3. 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 Consultant (as the named insured) should Consultant 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. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on Consultant's behalf upon the Consultant'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 Consultant for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

18.4. Certificates of Insurance. The Consultant 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 Consultant shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

18.5. Failure to Procure Insurance. Failure on the part of the Consultant 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.

19. CONFLICT OF INTEREST. The Consultant 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 Consultant 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.

19. NOTICES. 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.

If to City: **Business Assistance/Housing Development**
Amy Bergstrand
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant:

Karen Whitlow-Martin
Better Homes Realty Oroville
19 Kampong Ct.
Oroville, CA 95966

20. ENTIRE AGREEMENT.
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.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

22. 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 Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express consent of the CITY. The Consultant 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 Consultant 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.

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

23. 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.

24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating

to this Agreement shall be held exclusively in a state court in the County of Butte.

26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. 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.

29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the

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.

30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

32. SECTION 3 REQUIREMENTS The work to be performed under this contract is

on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this contract upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.
The Consultant 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 Consultant 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 Consultant 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.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

a. Consultant shall take affirmative action to ensure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical

handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.

c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their

surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this contract the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR

BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. <u>STATE NONDISCRIMINATION CLAUSE</u>

a. During the performance of this contract, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex.

Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

_____
David Pittman, Mayor

Consultant

_____
Karen Whitlow-Martin, Realtor

APPROVED AS TO FORM: **ATTEST:**

By:_____ By:_____
David Ritchie, City Attorney Kayla Reaster, Assistant City Clerk

Attachments: Exhibit A– Scope of Services
Exhibit B– Schedule of Charges

Exhibit A

Scope of Services

The Consultant shall furnish the following services in a professional manner: Consultant shall perform services by providing real estate brokerage services to the City of Oroville as described below:

a) Perform Market Analysis,

b) Develop Strategies for the sale of City owned properties,

c) Assist City in advertising the sale of select properties (this list is subject to change),

d) Participate and schedule site tours of City-owned and/or Successor Agency-owned properties and potential buyers,

e) Coordinate real estate appraisals, as necessary,

f) Evaluate and recommend offers received and prepare narrative analysis of each offer including an economic analysis,

g) Coordinate real estate transactions and closings,

h) Work with City staff to negotiate land sales, buyers and prospects,

i) Handle all customary activities and service associated with real estate transactions (including legal, survey and title work),

j) Services may include consultation with City staff, and the City of Oroville's City Council and/or Successor Agency, relating to the sale of real estate. Presentations at public meetings may be required.

Exhibit B

FEE SCHEDULE

All fees are negotiable as permitted by City policy and applicable agreements.

Residential Properties

- Listing Agent Services: 2.5% commission
- Buyer Representation: 2.5% commission

Commercial Properties

- Commission: Negotiable, based on scope, complexity and market conditions.

Vacant Land

- Listing Agent Services: 5% Commission ($3,000 minimum)
- Buyer Representation: 5% Commission

Hourly Consulting Services

- $40.00 per/hour
- Not to exceed $15,000 total for consulting services; exceeding $5,000 requires prior approval from the City Administrator

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

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

RE: **ACCEPTANCE OF $1,000 INAUGRAL GRANT FROM THE REGISTRARS COMMITTEE-WESTERN REGION (RC-WR)**

DATE: **FEBRUARY 3, 2026**

SUMMARY

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

DISCUSSION

The Registrars Committee–Western Region (RC-WR) is a professional organization dedicated to supporting and promoting high standards of professionalism among museum registrars and collections stewardship professionals throughout the Western Region of the United States. RC-WR supports initiatives that strengthen collections care, preventive conservation practices, and professional standards across museums of all sizes.

The City of Oroville has been awarded a $1,000 Inaugural Grant from RC-WR specifically to support preventive conservation initiatives at the City's museums. Grant funds will be used to purchase standard collections care and preventive conservation supplies, including approved cleaning materials and museum-grade vacuums, to assist in the proper maintenance of collections, storage spaces, and exhibit areas.

Preventive conservation is a critical component of responsible museum stewardship, helping to reduce long-term deterioration, prevent damage, and extend the life of historic and cultural objects. This project will enhance routine maintenance practices, support staff and volunteer efforts, and help ensure that museum collections are preserved in stable and appropriate conditions for future generations.

The City of Oroville sincerely thanks the Registrars Committee–Western Region for this inaugural grant and for its ongoing commitment to supporting collections stewardship and professional standards in museums throughout the Western Region.

FISCAL IMPACT

There is no impact to the City of Oroville's General Fund. The $1,000 grant will be deposited into the appropriate account and used exclusively for preventive conservation supplies and equipment for the museums in accordance with grant requirements.

ACTION REQUESTED -

APPROVE THE ACCEPTANCE OF THE $1,000 INAUGURAL GRANT FROM THE REGISTRARS COMMITTEE–WESTERN REGION TO SUPPORT A PREVENTIVE CONSERVATION PROJECT AT THE CITY OF OROVILLE MUSEUMS.

ATTACHMENT

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

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

RE: **PUBLIC ART AND BEAUTIFICATION- MURAL RESTORATION PROJECT.**

DATE: **FEBRUARY 3, 2026**

SUMMARY

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

DISCUSSION

Background

The City's Art in Public Places Ordinance No. 1798 authorizes the collection of in-lieu fees from non-residential development for the creation, installation, and maintenance of public art.

Project Summary

The proposed Black Bart Stagecoach Robbery Mural Restoration will enhance the mural with additional color, larger-to-scale horses, a portrait of "Black Bart," and the addition of a header reading "Historic Downtown Oroville." This project is in Alignment with Arts Commission goals: community engagement, artist support, and pedestrian-friendly placemaking.

FISCAL IMPACT

Funding for the proposed cost of $15,000 is available in the Art's in Public Spaces fund.

ACTION REQUESTED -

1. **REVIEW THE SUBMISSION FOR ARTISTIC MERIT, PUBLIC BENEFIT, AND ALIGNMENT WITH THE GOALS OF THE ART IN PUBLIC PLACES / OROVILLE BEAUTIFICATION PROGRAM; AND**
2. **APPROVE AN ALLOCATION OF $15,000 FOR THE MURAL RESTORATION BY JACK JAMES TOWNSEND; AND**
3. **APPROVE AGREEMENT NO. 3579 AND AUTHORIZE STAFF TO PROCEED WITH THE PREPARATION ANY REQUIRED DOCUMENTATION FOR INSTALLATION AND LONG-TERM MAINTENANCE.**

ATTACHMENTS

1. Mural Restoration Proposal
2. Agreement No. 3579

Oroville Arts Commission

FOR INTERNAL USE ONLY	
DATE RECEIVED:	
RECEIVED BY:	

APPENDIX C:

PROJECT APPLICATION FORM

Oroville Arts Commission
2024 Project Application Form
ART IN PUBLIC PLACES/OROVILLE BEAUTIFICATION

Estimated Project Cost: $ 15,000

NOTE: Please complete all requested information. If the question is not applicable to your request, enter N/A. If additional space is required, please attach additional pages using the format at the end of this application.

A. Applicant Information

1. Name of Applicant and Associated Entity (if any) Legal status

Jack James Townsend

2. Contact Information

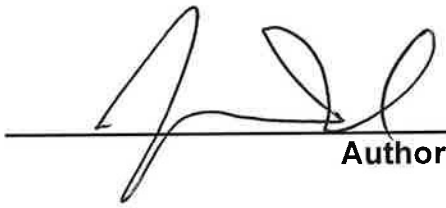
a. Mailing address:

1365 Myers St

b. Telephone, Voice Mail, E-mail Contact Information

530 531 7258, CaptainJackTownsend@Gmail.com

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE



Authorized Signature

6/4/2025

Date

Jack Townsend Artist

Name and Title (Please type or print)

B. Description of Project

(Briefly summarize the proposed art/beautification and the project benefit if the grant is approved)

Project Location: Corner of Bird and Huntoon st.

The Historic "Black Bart Stage Coach Robbery" Mural is in need of an upgrade/restoration.

This upgrade will include more color, Larger to scale Horses, and a portrait of "Black Bart" Himself. Also a header that says "Historic Downtown Oroville"

C. Cost Estimate / Timeline

(Provide a cost breakdown of the project. If the project will be completed in phases, please break down the cost by phase; including a final estimate of time and cost. Expand on what each phase will entail.

(Please consider site preparation in timeline and cost breakdown.)

Phase	Description	Estimated Completion Date	Phase Cost
I	Wall Preparation scrape, prime		1,000
II	Base Colors		4,000
III	Illustrations		4,000
IV	Primary Colors		4,000
V	Letters		1,000
Materials	materials		1,000
			$ 15,000

D.

(P

F. Consistency with Arts Commission Goals: (*if not applicable to your request enter N/A)*

Please indicate whether the request is consistent with any of the following Arts Commission Goals. **(Please mark all that apply)**

X	Provides opportunities for the artistic and cultural development of citizens of Oroville.
X	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
X	Support the development of artists and the access and exposure to the community.
X	Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the city.
X	Support diversity in the arts
X	Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
X	Promote and support the development of long-term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality.

G. PROJECT SELECTION CRITERIA

1) Conceptual compatibility of the design with the immediate environment of the site;
2) Appropriateness of the design to the function of the site;
3) Compatibility of the design and location within a unified design character or historical character of the site;
4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5) Preservation and integration of natural features with the project;
6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.

SEND COMPLETED APPLICATIONS BY
4:00 PM JANUARY 10, 2025
TO:

City of Oroville
Arts Commission
1735 Montgomery Street
Oroville, Ca 95965

FAXED COPIES WILL **NOT BE ACCEPTED**

City of Oroville USE ONLY

Date Received: _____

How Received: _____

Has the applicant provided all information requested in the Preliminary Application?

____Yes ____No

Notes:

Record of follow-up:

Date: _____
Issue: Discussed: _____

Date: _____
Issue: Discussed: _____

H. Ownership & Maintenance of Art

(To be completed by property owner)

Title to all public art required by and installed pursuant to this section of Per CITY Code §17.08.135(G) on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest. (example agreement attached as Appendix F)

I hereby authorize Jack Townsend, applicant of the Oroville Arts & Downtown Beautification Program, to create and install a piece of art upon award and acceptance of the Oroville Arts & Downtown Beautification Program grant funding. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art for the period of time agreed upon between myself and the Arts Commission.

1910 Bird street
Address of proposed art project

Northwestern Trading Co.
Property Owners, Signature

6/5/2025
Date

~~Brad~~ Orville E. Tracy, Jr.
Property Owners, Print Name

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 3rd day of February, 2026, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Jack Townsend, 1101 Brereton Way, Oroville, CA 95966 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;

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

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on 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 $15,000 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 DISTRICT for services performed to the DISTRICT'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 DISTRICT.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Patrick Piatt 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, Jack Townsend 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.

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:
Jack Townsend
1101 Brereton Way,
Oroville, CA 95966
Attention: Jack Townsend

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 _____, 2026.

CONTRACTOR:

_____
Jack Townsend

CITY OF OROVILLE:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

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

DATE: **FEBRUARY 3, 2026**

SUMMARY

The City Council shall consider directing staff to issue an Additional Work Authorization #1 (AWA #1) for Task Order No. 20 to NorthStar Engineering for the design of approximately 3,700 feet of pavement replacement. Bid support and construction administration is also included in this AWA. This work will rehabilitate the pavement that will be damaged during the work to replace an approximately 960-foot section of storm drain, and associated laterals, along Foothill Boulevard.

DISCUSSION

This design work will complement the previously approved storm drain replacement design. The total design package will be submitted for the next Community Development Block Grant cycle in April 2026.

AWA #1 for Task Order No. 20 is estimated not-to-exceed $14,340.00.

FISCAL IMPACT

The additional design, bid support, and construction administration will cost $14,340.00. $3,721.00 will be paid from Drainage Impact Fees, and $10,619.00 will be paid from Storm Drain and Street Repair budget.

ACTION(S) REQUESTED -

APPROVE AWA #1 TO TASK ORDER NO. 20 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Signed contract for Task Order No. 20
2. AWA #1 for Task Order No. 20

NORTHSTAR

TASK ORDER 20 AWA #1
TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CONSULTANT AND CLIENT

DATE: January 27, 2026

CLIENT: Tim Kaber
Public Works Director/City Engineer
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
tkaber@cityoforoville.org

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: PSA: Services No. 3387
Task 20: Foothill Blvd SD Repair
AWA#1 Road Rehabilitation

NS#: 21-103

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. This agreement will serve as an additional work authorization to our previous Agreement, dated October 29th 2021. Work under this Agreement will be subject to the terms and conditions of our previous Agreement, except as noted below.

2. Consultant agrees to perform the additional services as set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Scope of Services").

3. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference ("Cost Proposal for Additional Work").

B. GENERAL PROVISIONS:

1. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract for additional services is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer for additional services shall be withdrawn making it null and void. Client may terminate this contract by giving notice to Consultant in writing and bringing all outstanding charges current prior to termination of Agreement.

2. **Liability Limits**. Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

3. **Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:		**CLIENT:**	
BY:		**BY:**	
TITLE:		**TITLE:**	
SIGNED:		**SIGNED:**	
DATE:		**DATE:**	

CONSULTANT:		**CONSULTANT:**	
BY:	**Robin Kampmann, PE**	**BY:**	**Mekena Galka, PE**
TITLE:	**Senior Engineer**	**TITLE:**	**Associate Engineer**
LICENSE NO.	**RCE 73943**	**LICENSE NO.**	**RCE 94638**
SIGNED:		**SIGNED:**	
DATE:		**DATE:**	

ATTACHMENTS **included and made a part of this agreement:**

X	EXHIBIT "A"	ADDITIONAL SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES
FOOTHILL BLVD ROAD REHABILITATION

Task Order No. 20, Foothill Boulevard Storm Drain Repair, currently includes the removal and replacement of the existing storm drain main, associated ancillary culverts and structures, and the design of approximately 1,250 linear feet of curb, gutter, sidewalk, and driveway approaches along the south side of Foothill Boulevard.
The City of Oroville has requested an expansion of the original Task Order No. 20 scope to include **roadway rehabilitation improvements** along Foothill Boulevard. The expanded roadway rehabilitation scope consists of:

- A **Base Bid** roadway rehabilitation segment of approximately **2,150 linear feet**, extending from west of the Brookdale Drive intersection to east of the Butte Woods Drive intersection; and
- An **Add Alternate** roadway rehabilitation segment of approximately **1,600 additional linear feet**, to be bid as an optional add alternate and constructed only if exercised by the City based on bid results and available funding.

The roadway rehabilitation elements described herein, including both the Base Bid and Add Alternate segments, were **not included in the original scope of services, fee, or assumptions** under Task Order No. 20 and are required solely as a result of the City's request to expand the project limits.

NorthStar agrees to perform the following **additional services** associated with the roadway rehabilitation scope described above:

Task 13-a: Foothill Blvd – Road Rehabilitation

Task 13-a-1: Project Management

NorthStar shall provide project management services related specifically to the roadway rehabilitation scope, including both the Base Bid and Add Alternate segments, including:

- Initial project research, preparation, and internal coordination associated with the roadway rehabilitation improvements.
- General client correspondence, conference calls, and administrative support related to the additional roadway rehabilitation scope.

Task 13-a-2: Design and 100% Construction Documents

NorthStar shall prepare design and construction documents for the roadway rehabilitation improvements to be included in the project's formal bid package. Services shall include:

- Preparation of roadway rehabilitation construction plans for the **Base Bid segment** and identification of a separate **Add Alternate** segment within the bid documents.
- Preparation of project bid documents, including special provisions and technical specifications applicable to the roadway rehabilitation scope.
- Preparation of an engineer's construction cost estimate for the Base Bid roadway rehabilitation improvements and a separate cost estimate for the Add Alternate segment.

Task 13-a-3: Bidding Assistance

NorthStar shall provide bidding assistance services **limited to the roadway rehabilitation improvements added under this Additional Work Authorization**, including both the Base Bid and Add Alternate segments, including:

- Responding to contractor and bidder questions related specifically to the roadway rehabilitation scope.
- Providing responses via phone or email and issuing formal written responses to submitted bidder inquiries as required.
- Preparation of formal bid addenda addressing the roadway rehabilitation scope, including Base Bid and Add Alternate items.

Task 13-a-4: Construction Administration

NorthStar shall provide construction administration services **solely for the roadway rehabilitation improvements authorized under this Additional Work Authorization**, including:

- Attendance at one (1) pre-construction meeting related to the roadway rehabilitation work.
- Review and response to Requests for Information (RFIs) related to the roadway rehabilitation scope.
- Review, acceptance, and/or rejection of product submittals associated with the roadway rehabilitation improvements.

Construction administration services described herein apply to the **Base Bid roadway rehabilitation work** and, **if the Add Alternate is exercised by the City**, shall also apply to the Add Alternate roadway rehabilitation work. Construction of the Add Alternate segment is contingent upon City authorization and available funding.

Construction administration services described herein do **not** modify or replace construction administration services authorized under the original Task Order No. 20 for storm drain, curb, gutter, sidewalk, or driveway improvements.

EXHIBIT "B"
COST PROPOSAL

FOOTHILL BLVD AWA#1 CONSULTANT FEE:

The estimated fee to complete the Scope of Services is:	$14,340.00 (T&M)
Task 13-a: Foothill Blvd - Road Rehabilitation	
Task 13-a-1: Project Management	$ 2,440.00
Task 13-a-2: Design and 100% Construction Documents	$ 8,720.00
Task 13-a-3: Bidding Assistance	$ 1,590.00
Task 13-a-4: Construction Administration	$ 1,590.00

RETAINER: A deposit in the amount of $_____0_____ is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above:

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.

STANDARD HOURLY RATES

Effective July 1, 2025 through June 30, 2026*

Engineering	**Hourly Rate**
Principal Engineer	$260
Senior Managing Engineer	$235
Senior Engineer	$210
Associate Engineer	$185
Assistant Engineer	$160
Junior Engineer	$135
Senior Technician	$155
Associate Technician	$130
Assistant Technician/Intern	$105
Surveying	
Principal Surveyor	$260
Senior Managing Surveyor	$235
Senior Surveyor	$210
Associate Surveyor	$185
Assistant Surveyor	$160
Senior Survey Technician	$155
Associate Survey Technician	$130
Assistant Survey Technician	$105
One Person Survey	$200
Two Person Survey Crew	$295
One Person Survey (Prevailing Wage)	$235
Two Person Survey Crew (Prevailing Wage)	$375
One Person with Scanner	$725
One Person with Scanner (Prevailing Wage)	$760
Planning	**Hourly Rate**
Principal Planner	$190
Administrative	**Hourly Rate**
Project Management	$180
Administrative	$100
Other	**Rate**
Litigation Support – Expert Witness Testimony	$500 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year

NORTHSTAR

EXHIBIT "A"
SCOPE OF SERVICES
TASK ORDER #20 – FOOTHILL BLVD

Consultant agrees to perform the following services:

The scope for the Foothill Boulevard Project is to obtain Aerial and right-of-way survey data on Foothill Blvd from Oro-Quincy Hwy to the city limits beyond Edgewood Dr. This data will be used by the client to plan and secure funding for future projects in this area.

The scope also includes obtaining topographic survey data on Foothill Blvd from Pierpoint Drive to Edgewood Drive and subsequent design of the removal and replacement of approximately 960 LF of existing storm drain main, storm drain laterals, and adjacent impacted infrastructure. The existing storm drain main is a 48" corrugated metal pipe that connects two sides of Dry Creek, South Branch and South Fork. The Storm drain main has numerous inlets, drainage structures and driveway crossings associated with it. In its current condition the pipe is deteriorated on the bottom causing infiltration from ground water and is caving in at the top which could result in structural failure of the roadway above. The proposed design will consist of open trench removal and replacement of the culvert and redesign of all associated storm drain structures that will be impacted during the culvert removal and replacement process. The design will include curb, gutter, sidewalk, and driveway entrances along the southside of Foothill Blvd where the existing infrastructure will be removed. There are four existing headwalls at the pipe entrance, exit, and pipe crossings. This proposal assumes that all headwalls will all be protected in place and will be reused for the proposed design

Task 1: Project Management
NorthStar will provide the following:

- Initial project research, project preparation and in-house coordination.
- General Client correspondence, conference calls, and administration support for up to Nine (9) months.
- If the project goes longer than nine months, additional project management time may be needed. If it is needed it will be charged at the actual time needed based on the attached rate sheet followed up by an Additional Work Authorization.

Task 2: Survey

- **Task 2.1 Photogrammetric Survey**
  For the extents of Foothill Blvd from Oro-Quincy Hwy to the city limits beyond Edgewood Dr NorthStar will perform:
  - UAS (drone) based aerial topographic survey and prepare a topographic map suitable for use as the base map for the design of the proposed improvements. The topographic survey area will be as shown on the attached Exhibit "A". The topographic survey shall include:
    - all existing site improvements
    - hardscape features
    - topographic features
    - trees outlines
    - surface utilities

- fence lines
- roadway improvements

Note that vertical accuracy of an UAS based aerial topographic survey is ±0.1'-0.2'.

- **Tast 2.2 Topographic Survey**
  For the extents of approximately 960' on Foothill Blvd from Pierpoint Dr to Edgewood Ave NorthStar will perform
  - Topographic survey using conventional survey methods and prepare a topographic map suitable for use as the base map for the design of the proposed improvements. The topographic survey area will be the 960' long section shown on the attached Exhibit "A". The topographic survey shall include:
    - all existing site improvements
    - hardscape features
    - topographic features
    - trees larger than 5" diameter at breast height
    - surface utilities
    - fence lines
    - roadway improvements.
  - Research will be performed with the local franchise utilities and with the County of Butte to obtain utility maps and as-built plans if any exist. Utilities will be plotted on the topographic map based upon the utility system maps, as-built drawings and surface locations of utility facilities. Storm drain and sewer inverts will be obtained at the inlets and manholes fronting the site.
  - The topographic base map will be provided in an AutoCAD Civil 3D 2022 drawing file format for use by the project team. A signed PDF copy of the topographic survey will also be provided. The above estimated fees allow for prevailing wages in Butte County per the BUT 2024-2 wage determination.

- **Task 2.3: Right-of-Way Survey**
  NorthStar will perform a boundary survey to determine the right-of-way lines along Foothill Blvd from Oro-Quincy Hwy to the city limits beyond Edgewood Dr.
  - Perform a field survey to search for and locate any monuments in the area to resolve right-of-way lines.
  - Review publicly available deeds and maps to resolve the subject parcel lines.
  - Prepare a Record of Survey in accordance with the California Professional Land Surveyor's Act.
  - Process the Record of Survey for approval by the Butte County Surveyor.
  - Upon approval of the County Surveyor, file the Record of Survey in the office of the Butte County Recorder
  - Provide Client with a digital copy of the recorded survey.
  - Plot right-of-way lines on the topographic survey described above.
  - NorthStar will use existing County right-of-way maps and other recorded survey maps in the vicinity to determine the right-of-way limits. These maps will be compared to current Assessor's Parcels Maps and County Road Books (if available) to determine if there have been additional dedications along Foothill Blvd. The title

documents of individual parcels will not be reviewed unless there is apparent evidence of additional right-of-way dedications not shown on an existing map.

This estimate does not include setting additional monuments along the right-of-way lines of Foothill Blvd where none exist. If the client desires the right-of-way to be monumented, an additional scope and estimate will be provided by NorthStar.

Task 3: Design Documents, Specifications, and Estimates

NorthStar will prepare and provide following for the approximately 960 ft of storm drain and associated infrastructure improvements:

- Schematic design documents are meant to identify the City's needs for the project as well as site constraints. The consultant will coordinate with the client through this process to ensure that the project scope is meeting the needs of the client.
- Design development documents are meant to include the bulk of the design effort and function as a checkpoint with the city before moving to formal construction documents.
- Construction documents which will be part of the projects formal bid package for construction and will include:
    - Overall site plan
    - Demolition plan (if applicable)
    - Grading Plan
    - Utility Plan
    - Detail Sheets
- Project bid documents, special, and technical specifications.
- Engineers estimate.

Task 5: Bidding Assistance

NorthStar will coordinate and assist the Client with the following:

- Attend a pre-bid meeting (assumes 1 meeting).
- Answer any questions from contractors and/or bidders during the bidding process.
- Responses will be provided via phone or email and a formal response will be made to all submitted questions.
- Prepare formal addendums to be released to the bidders (assumes 2 addendums).

Task 6: Construction Administration

NorthStar will coordinate and assist the Client with the following:

- Attend pre-construction meeting for the project (assumes 1 meeting).
- Review and respond to Request for Information (RFI).
- Review, accept, and/or reject product submittals.

PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Landowner coordination: including right of way appraisals and acquisitions when necessary.
- SWPPP can be provided for additional cost.

- Construction staking can be provided for an additional cost.
- Traffic control plan
- Hydraulic/hydrologic analysis of the area tributary to the project (assumes that the storm drain pipe is adequate in size and will be replaced with the same size)
- Utility improvements (except for storm drain)



1000 0 1000 2000

NORTHSTAR
111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA 95964

PROJECT EXTENT

FOOTHILL BOULEVARD

Job Number	Scale		Date: 11/06/2024
21-103	1" = 1000' Horz.	N/A Vert.	Sheet 1 of

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NORTHSTAR

EXHIBIT "B"

STANDARD HOURLY RATES

Effective July 1, 2024 through June 30, 2025*

Engineering	Hourly Rate
Principal Engineer	$250
Senior Managing Engineer	$230
Senior Engineer	$204
Associate Engineer	$178
Assistant Engineer	$156
Junior Engineer	$134
Senior Technician	$150
Associate Technician	$126
Assistant Technician/Intern	$105
Surveying	
Principal Surveyor	$250
Senior Managing Surveyor	$230
Senior Surveyor	$204
Associate Surveyor	$178
Assistant Surveyor	$156
Senior Survey Technician	$150
Associate Technician	$126
Assistant Technician	$105
One Person with GPS/Robotic (Party Chief)	$195
Two-Person Survey Crew	$270
Party Chief (Prevailing Wage)	$220
Two-Person Survey Crew (Prevailing Wage)	$345
Planning	**Hourly Rate**
Principal Planner	$190
Administrative	**Hourly Rate**
Project Management	$175
Administrative	$100
Other	**Rate**
Litigation Support – Expert Witness Testimony	$500 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year

Attachment A: Project Extents Exhibit

EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is:	**$ 119,478.00**
Task 1: Project Management	$13,476.00
Task 2.1: Photogrammetric Survey	$15,400.00
Task 2.2: Topographic Survey	$10,300.00
Task 2.3: Right-of-Way Survey	$33,000.00
Task 3: Design	$32,288.00
Task 4: Bidding Assistance	$7,934.00
Task 5: Construction Administration	$7,080.00

RETAINER: A deposit in the amount of $_____0_____ is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above:

Fees are to be billed on a time and material basis and shall not exceed the above estimated amount. Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Any work done outside of the scope stated in this contract is subject to an additional work authorization. Client will be billed monthly for accrued costs.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:		**CLIENT:**	
BY:	David Pittman	**BY:**	Brian Ring
TITLE:	Mayor	**TITLE:**	City Administrator
SIGNED:		**SIGNED:**	
DATE:	3-4-2025	**DATE:**	3-3-2025

CONSULTANT:		**CONSULTANT:**	
BY:	Robin Kampmann, PE	**BY:**	Mekena Galka, PE
TITLE:	Senior Managing Engineer	**TITLE:**	Associate Engineer
LICENSE NO.	RCE 73943	**LICENSE NO.**	RCE 94638
SIGNED:		**SIGNED:**	
DATE:	3/12/25	**DATE:**	3-12-2025

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

January 20, 2026
REGULAR MEETING
MINUTES

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 City Council held a Closed Session on the following:

Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.

OPEN SESSION

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

2. Pledge of Allegiance – Led by students from Ophir Elementary School

3. Corrections/Changes to the Agenda - None

4. Recusals – Council Member Reynolds, and Mayor Pittman recused themselves on item number 9.

5. Adoption of Agenda –

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

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

Noes: None

Absent: None

Abstained: None

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Natalie Deakins (electronic); Damian Arnold (electronic); Rhonda Magnusson; Bryan Williams; The CameraMan.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Goodson: Spoke on the MLK day event and stated it was a great turnout with around 350-400 people in attendance. 9 Senior high school students were given scholarship awards of $500 with a laptop included. The president of Chico State was in attendance as well as the Mayor and Council Member(s) Webber and Johnstone.

Council Member Webber: Credited Council Member Goodson and Pastor David Goodson on the MLK event. Spoke on the Oroville Community Development Coalition being given a tour of the new jail facility for the County before it's grand opening happened. He raved on the different elements at the new facility.

Vice Mayor Smith: Spoke on his attendance at the Annual Sportsmans Expo in Sacramento. Stated that those in attendance spoke highly of their love of Oroville and DWR for their handling of the mussel inspections at the lake for boaters.

Mayor Pittman: Attended the ribbon cutting ceremony for the new County jail facility and stated he too, was impressed. Spoke on a meeting that has been set with the City Administrator and those that represent the Bird Cage Theatre regarding repairs needed for their building.

Council Member Johnstone: Thanked Council Member Goodson for the MLK day event. She specified the new jail facility will have a specific mental health area for those resistant to receiving needed services.

2. Administration Reports

Chris Tenns, Fire Chief: Notified Council the Opticom project is now complete and there are signal interrupters on the lights to assist emergency service response times.

Amy Bergstrand, Director of Business Assistance and Housing Development: Reported that Mission Esperanza remains consistent in its usage, with typically 28-32 individuals utilizing the congregate shelter daily, and 30 currently in the pallet shelters.

Patrick Piatt, Director of Community Development: A CFD and Annexation plan update will be coming in the next couple of weeks.

Ron Belser, Director of Code Enforcement: Reported on the DOJ Tobacco Grant – all businesses appear to be in compliance in regard to having the proper license(s).

Tim Kaber, Director of Public Works: Announced there will be a Safe Streets Grant meeting on Thursday.

Brian Ring, City Administrator: Reminded the Council that with LaMalfa's sudden passing, the north state is currently without representation. His staff continue to meet with constituents but there is currently no advocacy work being done. He also reminded the Council that it is time for them to file their annual Form 700s with the FPPC.

CONSENT CALENDAR

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

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

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

Noes: None

Absent: None

Abstained: None

1. RESOLUTION RECOGNIZING AND HONORING CONGRESSMAN DOUG LAMALFA

The City Council adopted Resolution No. 9433 commending and recognizing Congressman Doug LaMalfa for his exemplary public service and advocacy on behalf of the City of Oroville, and Northern California, and expressing condolences and support to his family.

2. UPDATED 2026 SALARY SCHEDULE INCLUDING THE NEGOTIATED 3% COST OF LIVING INCREASES AND 5% OPOA SWORN INCREASES

The City Council approved the updated salary schedule which incorporated the most recent 3% Cost-of-Living Adjustments (COLA) per the Memorandum of Understanding (MOU) contracts for each unit, the 5% increase for the Oroville Police Officers Association (OPOA) sworn personnel and adjustments associated with department heads.

3. MYERS STREET RESURFACING PROJECT CONTRACT INCREASE

The City Council approved a contract overage payment of $11,531.66 to Pavement Coatings Company. These increased costs were due to planned delays in the project which were reimbursed to the City from Pacific Gas and Electric.

4. UNION PACIFIC RAILROAD REIMBURSEMENT AGREEMENT FOR DESIGN REVIEW OF TABLE MOUNTAIN/WASHINGTON COMPLETE STREETS PROJECT

The City Council approved a Reimbursement Agreement (A-3574) for design review of the Table Mountain/Washington Complete Streets project by Union Pacific Railroad.

5. AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN FINANCIAL SERVICES – SPECIAL TAX CONSULTING SERVICES

The City approved an agreement (A-3575) for Professional Services with Willdan Financial Services (Willdan) to provide special tax consulting services, including preparation of a Fiscal Impact Analysis and formation of a Community Facilities District (CFD).

6. APPROVAL OF 01.06.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the drafted 01.06.2026 City Council regular meeting minutes.

REGULAR BUSINESS

7. EMPLOYMENT CONTRACT WITH TIM KABER FOR POSITION OF PUBLIC WORKS DIRECTOR

The City Council an employment contract with Tim Kaber (A-3576) for the position of Public Works Director for a term of January 19, 2026, through January 18, 2029 with an annual compensation of $142,619. They also adopted Resolution No. 9434. This was done by the following vote:

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

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

Noes: None

Absent: None

Abstained: None

8. UPDATED HEWITT PARK HOURS AND RENTAL FEES

The City Council directed staff to hold an administrative meeting to discuss further details regarding the rental fees. This item will be brought back to the Council at a later date.

9. CONSIDERATION OF CITY SUPPORT FOR THE 38TH ANNUAL ROTARY ROUNDUP EVENT – PURCHASE OF A TABLE

The City Council approved the purchase of a table to support the 38th Annual Rotary Roundup at a cost of $600.00 by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

Ayes: Council Member(s) Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith

Noes: None

Absent: None

Abstained: Council Member(s) Reynolds and Mayor Pittman

PUBLIC HEARINGS

10. 2025 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The City Council approved Resolution No. 9425 for the submittal of 2025 Community Development Block Grant (CDBG) Application by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

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

Noes: None

Absent: None

Abstained: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items –

   Council Member Webber: Park Patrol, Kid Zone, Discussion on a fixed knife length allowable in public parks (seconded by Smith). Also wants to discuss using $200k of contingency funds to give to Public Works for road work repairs, and another $50k to staff to pursue grant opportunities (seconded by Johnstone and Smith). Lastly, would like an agenda item to come regarding the zoning in downtown Oroville (seconded by Johnstone and Smith).

   Council Member Thomson: Would like to see an agenda item come forward regarding monetary support for the annual Fly In event at the airport (Johnstone seconded).

2. Correspondence

   i. City of Oroville Fire Department Stat Report - December 2025

   ii. Open Letter for the Record from Donald Dirk

   iii. Correspondence from Jeff McClure

   iiii. Correspondence from Scott Rushing

ADJOURN THE MEETING

The meeting was adjourned at 5:48PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**
IVAN MEDINA, STAFF ASSISTANT

RE: **FEE WAIVER REQUEST – AUXILIARY TO THE VETERANS OF FOREIGN WARS OROVILLE POST 1747**

DATE: **FEBRUARY 3, 2026**

SUMMARY

The Auxiliary to the Veterans of Foreign Wars (VFW) Oroville Post 1747 is requesting a waiver of special event fees in the amount of $113.42 for a 5K special event. The event supports the mission and charitable activities of the VFW Auxiliary, which provides ongoing assistance to veterans, their families, and the community.

DISCUSSION

The Auxiliary to the Veterans of Foreign Wars Oroville Post 1747 has submitted a request for a waiver of special event fees associated with hosting a 5K event. The VFW Auxiliary is a nonprofit, volunteer-based organization dedicated to supporting veterans, promoting patriotism, and providing community service. Special event fees are typically assessed to offset City costs related to event review and processing. However, the City has historically considered fee waivers for nonprofit organizations when events provide clear public benefit and align with community values. In this case, the requested fee waiver supports an organization with a long-standing presence in Oroville and a mission focused on service to veterans and their families.

FISCAL IMPACT

The fiscal impact of approving the fee waiver request is $113.42 in waived special event fees.

ACTION REQUESTED -

APPROVE A WAIVER OF SPECIAL EVENT FEES IN THE AMOUNT OF $113.42 FOR THE AUXILIARY TO THE VETERANS OF FOREIGN WARS OROVILLE POST 1747 5K EVENT.

ATTACHMENTS

Fee Waiver Request form

DISCOVER GOLD . . . DISCOVER OROVILLE

CITY OF OROVILLE
Parks and Trees Department

1735 MONTGOMERY STREET – OROVILLE, CALIFORNIA 95965
Phone: 530-538-2401 Fax 530-538-2417

FACILTY USE FEE WAIVER APPLICATION

APPLICATION MUST BE RECEIVED AT LEAST 60 DAYS PRIOR TO DATE OF THE EVENT

For Office Use Only

FY _____ APPL# _____ AMT$ _____ APPROVED_____ DENIED _____

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

Section A – Applicant Information

Auxiliary To Veterans Of Foreign Wars Oroville Post 1747
Applicant Legal Organization Name — DBA (including doing business as...Organization Name)

1901 Elgin St. Oroville, CA 95965 / Veterans Memorial Hall 2374 Montgomery, Oroville
Organization Local Address

P.O. Box 1621 Oroville, CA 95965
Organization Mailing Address — City/State — Zip Code

Jeri Wixom. President Auxiliary Oroville Post 1747
Contact Person — Title

(530) 534-5659 (530) 534-5659 _____
Daytime Phone — Evening Phone — Fax

jerileewixom.88@gmail.com
Email address

Type of Organization: _____ 501 (c) (Please specify type of 501 status): Tax Status 990-N & 199

_____ Government Entity _____ Other (Explain) Non-Profit Veterans Support

Requesting Waiver For (name of event/program) Veterans & Families 5K Run/Walk

Is this activity an **annual** event or a **one time only** event? 1st annual event

City Facility Requested Special Event / Street Closure

Total Facility Fee Charged $ 113.42

Total Fee Waiver Requested $ 113.42

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

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

RE: **ADMISSION FEE WAIVER FOR MUSEUM EVENTS**

DATE: **FEBRUARY 3, 2026**

SUMMARY

The City Council shall consider the waiver of admission fees for three upcoming special events at the City of Oroville museums:

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

DISCUSSION

The City of Oroville museums regularly host special events that celebrate local history, cultural heritage, and community engagement. In support of accessibility and public participation, staff are requesting admission fee waivers for the following events:

Chinese New Year Celebration – February 21, 2026

Held at the Oroville Chinese Temple, this annual celebration highlights Chinese cultural traditions and the historical significance of the Temple to Oroville's heritage. The event will include a lion dance performance, cultural arts and crafts activities, and a student art show. Waiving admission fees will encourage broad public participation and ensure the event remains accessible to families and visitors of all ages.

Museum Weekend – February 28 and March 1, 2026

Museum Weekend is a regional initiative that promotes free access to participating museums. The following City museums plan to participate by opening to the public on both days and offering free admission: C.F. Lott Home, Oroville Chinese Temple, Pioneer History Museum and the Feather River Nature Center. This event serves as the reopening weekend for the museum season and provides valuable exposure, introduces new audiences to City museum facilities, and strengthens regional cultural tourism.

AAPI Celebration – Tentatively scheduled for April 25, 2026

The AAPI Celebration is planned as a cultural and educational event recognizing Asian American and Pacific Islander heritage and contributions to the Oroville community. This will be only the second year the Chinese Temple has hosted this event; however, the inaugural celebration held last year was well attended and positively received by the community. Programming is expected to include cultural demonstrations, educational activities, and community partnerships. Waiving admission fees will support inclusivity, cultural awareness, and continued growth of this emerging annual event.

FISCAL IMPACT

The estimated loss of admission revenue for these events is minimal and consistent with prior special event waivers. Admission fees are currently $4/adult 12 years and older, $3/senior, and free for children. Based on typical attendance, the total estimated revenue impact is modest and is offset by increased visitation, community goodwill, educational value, and long-term benefits to the City's museum system.

ACTION REQUESTED -

APPROVE THE WAIVER OF ADMISSION FEES FOR THE FOLLOWING CITY MUSEUM EVENTS:

- **CHINESE NEW YEAR CELEBRATION ON FEBRUARY 21, 2026**
- **MUSEUM WEEKEND ON FEBRUARY 28 AND MARCH 1, 2026**
- **AAPI CELEBRATION TENTATIVELY SCHEDULED FOR APRIL 25, 2026**

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **SCOTT THOMSON, COUNCIL MEMBER**

TRACY JOHNSTONE, COUNCIL MEMBER

RE: **CITY FINANCIAL CONTRIBUTION TO THE OROVILLE FOUNDATION OF FLIGHT FOR A FLY IN EVENT AT CITY AIRPORT**

DATE: **FEBRUARY 3, 2026**

SUMMARY

On behalf of Council Member Thomson and Council Member Johnstone, the Council shall consider a financial contribution of $5,000 to the Oroville Foundation of Flight, to be used to offset costs associated with a fly in event at the City Airport.

DISCUSSION

Council Member Thomson and Council Member Johnstone requested that consideration be given for financial support of the annual fly in event held at the City Airport. The event draws in dozens of airplanes and numerous other vendors in an effort to promote the City airport. This event has been a success for many years and requires many hours to make it a success.

FISCAL IMPACT

Funding would come from the Community Enhancement account.

ACTION REQUESTED -

APPROVE A $5,000 CONTRIBUTION TO THE OROVILLE FOUNDATION OF FLIGHT IN SUPPORT OF CITY FLY IN EVENT AT THE CITY AIRPORT.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

JASON WINES, POLICE CHIEF

RE: **APPLICABLE STATE LAWS AND LOCAL REGULATIONS REGARDING THE USE OF E-SCOOTERS AND E-BIKES**

DATE: **FEBRUARY 3, 2026**

SUMMARY

The City Council will receive an update on California State law and local regulations regarding the use of E-Scooters and E-Bicycles.

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DISCUSSION

At the request of Mayor Pittman and Council Member Johnstone, staff will provide an update on applicable State law and local regulations associated with the use of E-Scooters and E-Bicycles.

FISCAL IMPACT

There is no impact to the General Fund.

ACTION REQUESTED -

RECEIVE FOR INFORMATION.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASSISTANT CITY CLERK/ELECTIONS OFFICIAL**

RE: **DISCUSSION OF POTENTIAL BALLOT MEASURES FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION**

DATE: **FEBRUARY 3, 2026**

SUMMARY

The City Council shall provide direction to staff regarding potential measures the Council would like to consider placing on the ballot for the November 3, 2026 General Municipal Election.

DISCUSSION

Under California law, a City Council may place measures before voters at a regularly scheduled municipal election, subject to statutory deadlines and procedural requirements. For the November 3, 2026 General Municipal Election, the City of Oroville must meet filing and submission deadlines established by the Butte County Clerk-Recorder/Registrar of Voters, including adoption of a resolution calling the election and approving ballot language within the legally required timeframe.

Previously, the Council formed a Charter Review Committee and made a number of recommended changes that were included on the 2024 ballot. While significant cleanup language was approved by the voters, other changes were not (removal of the elected Treasurer position officially moving responsibilities to appointed staff saving the City approximately $65,000 annually; editing language to the Parks Commission section to accurately reflect the advisory role of this Commission; and removal of City Council compensation from the Chart and memorializing compensation by ordinance). Each measure is estimated to cost around $30,000 with the County elections office, in addition to significant staff time.

Early identification of potential measures allows sufficient time for legal review by the City Attorney, fiscal analysis by the Finance Department, public outreach, and thoughtful development of each measure.

FISCAL IMPACT

Each measure is estimated to cost around $30,000 with the County elections office, in addition to significant staff time.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF REGARDING POTENTIAL MEASURES THE CITY COUNCIL WOULD LIKE TO SEE PLACED ON THE BALLOT FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION.

ATTACHMENTS

None.