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

April 15, 2025
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – One case.

2. Pursuant to Government Code Section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 4** 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. EVENT COORDINATOR FEE FOR GONZALO "PEEWEE" CURIEL / EXPERIMENTAL AIRCRAFT ASSOCIATION CHAPTER 1112 FOR CITY AIRPORT FLY IN EVENTS

On behalf of Council Member(s) Webber, Johnstone, and Goodson City Council shall consider a financial contribution of $5,000 to the Oroville Experimental Aircraft Association (EAA) / Gonzalo “Peewee” Curiel to be used to offset costs associated with City Fly In events at the City Airport.

ACTION REQUESTED -

APPROVE A $5000 CONTRIBUTION TO EXPERIMENTAL AIRPORT ASSOCIATION / GONZALO “PEEWEE” CURIEL IN SUPPORT OF CITY FLY IN EVENTS AT THE CITY AIRPORT.

2. SUBSCRIPTION AGREEMENT WITH TRANSUNION FOR TLOXP INVESTIGATORY SERVICES

The Oroville Police Department requests to enter into an agreement with TransUnion to access their TLOxp (TLO) for Law Enforcement database for an agreement not to exceed $2,520. TLO is an open-source data collection database, specifically designed for law enforcement and allows for enhanced intelligence capabilities that assist law enforcement in threat analysis, suspect identification, potential witness identification, skip tracing, and other open-source information, all in one location.

ACTION(S) REQUESTED –

1. **APPROVE AGREEMENT WITH TRANSUNION FOR TLOXP SUBSCRIPTION; AND**
2. **AUTHORIZE THE MAYOR TO SIGN AGREEMENT.**

3. FEE WAIVER REQUEST FOR KIWANIS CLUB PARADE

The City Council is asked to consider waiving the $106 event fee associated with a community parade to be sponsored by the Kiwanis Club of Oroville. The event is a traditional and well-supported community celebration.

ACTION REQUESTED -

ADOPT A MOTION TO APPROVE THE WAIVER OF THE $106 EVENT FEE FOR THE KIWANIS CLUB OF OROVILLE'S UPCOMING COMMUNITY PARADE.

4. APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the City Council regular meeting minutes from 03.18.2025 and 04.01.2025.

ACTION REQUESTED –

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

5. PURCHASE OF TWO PUBLIC ART SCULPTURES RECOMMENDED BY THE OROVILLE ARTS COMMISSION

At the request of the Oroville Arts Commission (AC), the City Council will consider the recommendation of the AC to purchase two steel sculptures created by artist Martin Taylor. The first, titled *Touch the Sky*, is an existing piece currently on loan to the City of Vacaville. The second is a proposed commissioned sculpture of a Red Tail Hawk, native to the Oroville region. The total cost for both sculptures is $65,000 and funding is available through the Arts in Public Places Development Impact Fund.

ACTION(S) REQUESTED -

1. **APPROVE THE PURCHASE OF TOUCH THE SKY BY MARTIN TAYLOR IN THE AMOUNT OF $25,000.**
2. **APPROVE THE COMMISSION OF THE RED TAIL HAWK SCULPTURE BY MARTIN TAYLOR IN THE AMOUNT OF $40,000.**
3. **DIRECT STAFF TO COORDINATE FINAL PLACEMENT WITH THE PREFERRED OR ALTERNATE SITE LOCATIONS, SUBJECT TO APPROVAL BY APPLICABLE SITE OPERATORS AND THE HISTORICAL COMMISSION AS NEEDED.**
4. **AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY AGREEMENTS TO FACILITATE THE PURCHASE, COMMISSIONING, AND PLACEMENT OF THE SCULPTURES.**

6. SELECTION OF THE 2025 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT

The City Council shall consider the selection of a recipient for the 2025 Samuel J. Norris Award for Excellence.

ACTION REQUESTED -

SELECT A RECIPIENT FOR THE 2025 SAMUEL J. NORRIS AWARD FOR EXCELLENCE, TO BE PRESENTED AT THE STATE OF THE CITY ADDRESS ON APRIL 29, 2025, AT THE OROVILLE STATE THEATRE.

7. APPROVAL OF ASSISTANT CIVIL ENGINEER ALLOCATION

The City Council shall consider approving the addition of one Assistant Civil Engineer allocation to the Public Works Department.

ACTION REQUESTED -

APPROVE THE ADDITION OF AN ASSISTANT CIVIL ENGINEER POSITION IN THE PUBLIC WORKS DEPARTMENT.

8. AWARD OF CONTRACT TO UNITED BUILDING CONTRACTORS, INC.; DESIGN-BUILD ENTITY FOR CORPORATION YARD PROJECT, MULTI-BUILDING REMODEL AND SITE WORKDESIGN/BUILD PROJECT AT 655 CAL OAK

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

ACTION(S) REQUESTED –

1. **MODIFY THE APPROVAL AUTHORIZED ON FEBRUARY 6, 2024 REGARDING THE SPECIFIC ALLOCATION OF FUNDS IN THE APPROVED BUDGET. THESE COSTS WILL BE FINE-TUNED AND REALLOCATED APPROPRIATELY DURING THE DESIGN PHASE AND GMP DEVELOPMENT TO THE PROPER FEATURE OF WORK AND BROUGHT BACK FOR COUNCIL APPROVAL; AND**
2. **AWARD A CONTRACT TO UNITED BUILDING CONTRACTORS, INC. FOR $30,000, AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT.**

9. APPROVAL OF CONTRACT FOR DESIGN OF BEDROCK PARK REHABILITATION

The City Council shall consider approving the contract with Melton Design Group for the design for rehabilitation of Bedrock Park.

ACTION REQUESTED -

APPROVE THE CONTRACT FOR BEDROCK PARK DESIGN AND AUTHORIZE THE MAYOR TO SIGN.

10. COMMAND STAFF STRUCTURAL CHANGE

To better meet operational needs, staff recommend the conversion of the vacant Assistant Chief of Police allocation to a third Lieutenant allocation within the Police Department.

RECOMMENDATION

1. **APROVE THE DELETION OF THE VACANT ASSISTANT CHIEF ALLOCATION; AND**
2. **APPROVE THE ADDITION OF A THIRD LIEUTENANT ALLOCATION.**

11. CONVERSTION OF TWO UNFILLED MUNICIPAL LAW ENFORCEMENT ALLOCATIONS TO DISPATCH AND RECORDS TECHNICIAN

To optimize resources, the department proposes eliminating two unfilled Municipal Law Enforcement (MLE) allocations and reallocating funds to address current staffing shortages, specifically: one (1) Dispatch position and one (1) Records Technician position. These reallocations will improve department efficiency while reducing overall costs.

ACTION(S) REQUESTED -

1. **APPROVE THE REDUCTION OF MLE BUDGETED ALLOCATIONS FROM 15 TO 13;**
2. **APPROVE THE ADDITION OF ONE (1) DISPATCHER ALLOCATION; AND**
3. **APPROVE THE ADDITION OF ONE (1) RECORDS TECHNICIAN ALLOCATION.**

12. PURCHASE AND UPFITTING OF FIVE NEW POLICE VEHICLES FOR POLICE DEPARTMENT

The City Council shall consider authorizing, not to exceed $275,000, for the purchase and equipment upfitting of five new vehicles for the Oroville Police Department.

ACTION REQUESTED -

AUTHORIZE $275,000 FOR THE OROVILLE POLICE DEPARTMENT TO PURCHASE FIVE NEW VEHICLES.

13. PURCHASE OF COMMUNITY CONNECT (SPIDR SUITE) AUTOMATED NOTIFICATION SYSTEMS SUBSCRIPTION

The City Council shall consider authorizing the Oroville Police Department (OPD) to purchase Community Connect (SPIDR Suite) Automated Notification Systems for one year to improve customer service and communication within the City.

ACTION(S) REQUESTED -

1. **AUTHORIZE COMMUNITY CONNECT (SPIDR SUITE) SUBSCRIPTION; AND**
2. **AUTHORIZE STAFF TO SIGN NECESSARY DOCUMENTS.**

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

14. FIRST READING OF AN ORDINANCE TO ADOPT THE UPDATED STATE OF CALIFORNIA LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONE MAP

The California Department of Forestry and Fire Protection (CAL FIRE) has updated the Fire Hazard Severity Zone (FHSZ) map, identifying areas within the City of Oroville that are designated as Moderate, High, or Very High Fire Hazard Severity Zones. Pursuant to California Government Code Section 51179(a), the City is required to adopt these updated designations within 120 days of receiving CAL FIRE's recommendations.

This staff report presents an ordinance for City Council adoption to comply with state requirements. Adoption of the updated FHSZ map ensures the City remains eligible for state fire prevention funding, aligns with wildfire mitigation policies, and strengthens local resilience against wildfires.

ACTION(S) REQUESTED -

1. **CONDUCT A FIRST READING AND INTRODUCE THE ORDINANCE ADOPTING THE UPDATED FIRE HAZARD SEVERITY ZONE MAP AS PROVIDED BY CAL FIRE.**
2. **DIRECT STAFF TO IMPLEMENT PUBLIC OUTREACH EFFORTS TO INFORM AFFECTED PROPERTY OWNERS AND STAKEHOLDERS.**
3. **AUTHORIZE CITY DEPARTMENTS TO INTEGRATE UPDATED FIRE SAFETY REQUIREMENTS INTO PLANNING AND PERMITTING PROCESSES.**

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

   i. Business Assistance and Housing Development Monthly Report March 2025

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on May 6, 2025 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **CHANGE RECIPIENT OF THE CITY FINANCIAL CONTRIBUTION IN SUPPORT OF THE CITY FLY IN FROM GONZALO "PEEWEE" CURIEL / EXPERIMENTAL AIRCRAFT ASSOCIATION TO THE OROVILLE FOUNDATION OF FLIGHT**

DATE: **APRIL 15, 2025**

SUMMARY

Change the recipient of the $5,000 City financial contribution to help offset the costs associated with the annual Fly In event held at the Oroville Airport, from the Oroville Experimental Aircraft Association (EAA) / Gonzalo “Peewee” Curiel to the Oroville Foundation of Flight.

DISCUSSION

At the February 4, 2025 Regular City Council meeting, the Council approved a financial contribution to the Experimental Aircraft Association / Gonzalo “PeeWee” Curiel, in support of the annual Fly In event held at the City Airport. It is an important annual event that draws a large crowd every year and is a healthy event for our airport. The Fly In event draws in dozens of airplanes and numerous other vendors in an effort to promote the airport. The Experimental Aircraft Association / Gonzalo “PeeWee” Curiel has coordinated this event for many years and puts in many hours to do so with limited help from the City. As this is an annual event with a large draw, they feel it appropriate to make a financial contribution in support of this event. It was requested that the funds funnel through the Oroville Foundation of Flight, an IRS certified 501(c)(3) tax exempt public benefit foundation.

FISCAL IMPACT

No new funding request.

RECOMMENDATION

APPROVE THE CHANGE OF THE RECIPIENT OF THE $5,000 CONTRIBUTION IN SUPPORT OF CITY FLY IN EVENTS AT THE CITY AIRPORT FROM THE EXPERIMENTAL AIRPORT ASSOCIATION / GONZALO “PEEWEE” CURIEL TO THE OROVILLE FOUNDATION OF FLIGHT.

ATTACHMENTS

February 4, 2025 Staff Report

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **SHAWN WEBBER, COUNCIL MEMBER**

TRACY JOHNSTONE, COUNCIL MEMBER

JANET GOODSON, COUNCIL MEMBER

RE: **EVENT COORDINATOR FEE FOR GONZALO "PEEWEE" CURIEL / EXPERIMENTAL AIRCRAFT ASSOCIATION CHAPTER 1112 FOR CITY AIRPORT FLY IN EVENTS**

DATE: **FEBRUARY 4, 2025**

SUMMARY

On behalf of Council Member(s) Webber, Johnstone, and Goodson City Council shall consider a financial contribution of $5,000 to the Oroville Experimental Aircraft Association (EAA) / Gonzalo “Peewee” Curiel to be used to offset costs associated with City Fly In events at the City Airport.

DISCUSSION

Council Member(s) Webber, Johnstone, and Goodson requested that consideration be given for financial support of the annual Fly In event held at the City Airport. It is an important annual event that draws a large crowd every year and is a healthy event for our airport. The Fly In event draws in dozens of airplanes and numerous other vendors in an effort to promote the airport. The Experimental Aircraft Association / Gonzalo “PeeWee” Curiel has coordinated this event for many years and puts in many hours to do so with limited help from the City. As this is an annual event with a large draw, they feel it appropriate to make a financial contribution in support of this event.

FISCAL IMPACT

To be funded from the Community Enhancement Fund – which has a current balance of $12,560.

RECOMMENDATION

APPROVE A $5000 CONTRIBUTION TO EXPERIMENTAL AIRPORT ASSOCIATION / GONZALO “PEEWEE” CURIEL IN SUPPORT OF CITY FLY IN EVENTS AT THE CITY AIRPORT.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JASON WINES, INTERIM CHIEF OF POLICE**

RE: **SUBSCRIPTION AGREEMENT WITH TRANSUNION FOR TLOXP INVESTIGATORY SERVICES**

DATE: **APRIL 15, 2025**

SUMMARY

The Oroville Police Department requests to enter into an agreement with TransUnion to access their TLOxp (TLO) for Law Enforcement database for an agreement not to exceed $2,520. TLO is an open-source data collection database, specifically designed for law enforcement and allows for enhanced intelligence capabilities that assist law enforcement in threat analysis, suspect identification, potential witness identification, skip tracing, and other open-source information, all in one location.

DISCUSSION

Law Enforcement has access to State and National criminal history databases, however this information has limited information and provides no personal history information. When planning an enforcement action, the more information available, the better the plan. Currently the Police Department has no ability to research potential suspect information when the person moves to Oroville from another area.

TLO has access to thousands of different sources, which when compiled, can provide a better picture of a potential suspect. Having greater information provides law enforcement with the ability to plan effectively, reducing risk to both officers and the public. Below are highlights of what the software provides:

- Data on over 95% of the U.S. Population
- 350 million Social Security numbers
- Over 225 million employment records
- 10 billion phone records and addresses
- TransUnion has one of the 3 national credit bureaus in the USA. Their right party contact information is updated in the system multiple times a day. Providing the most up to date contact information available.
- The RealTime Incarceration Report is updated within 15 minutes to 1 hour, covering 85-90% of the jails & correctional facilities across the USA.
- Comprehensive Social Media Report searches hundreds of social media platforms

In addition, TLO will provide Oroville Police the ability for in-house background check history inquiries, which is a required component of State mandated background checks. As we begin to build into greater self-sufficiency, these tools allow the Police Department to provide an effective, more -cost efficient model of law enforcement.

TLO is extensively used throughout thousands of law enforcement agencies throughout the State and Nation. Staff believe the needed search volume will be lower than 200 searches per month, however due to the unknown usage, staff are requesting the ability to access the 300 / month transaction plan if the 200 / month transaction plan is insufficient, for a not-to-exceed annual cost of $2,520.

FISCAL IMPACT

Rate varies depending on usage. We anticipate needing less than 200 searches per month, however we respectfully request ability to adjust depending on the needs of the department.

Number of Transactions	Monthly/Annually
200	$150/$1,800
250	$175/$2,100
300	$210/$2,520

RECOMMENDATION

Approve agreement with TransUnion for TLOxp subscription; and

Authorize the Mayor to sign agreement.

ATTACHMENTS

TLOxp brochures

TransUnion



TransUnion's TLOxp for Law Enforcement

Rely on fresh and actionable data, powered by TransUnion

Point. Click. Find.

TLOxp® for Law Enforcement helps pinpoint investigative resources to aid in resolving crimes faster. Built for identifying, tracking and locating criminals, suspects and fugitives, this TransUnion Solution gives you access to powerful technology, analytics and data for more efficient and successful resolutions.

TLOxp for Law Enforcement has changed the game – saving time and money for thousands of law enforcement agencies nationwide. Now armed with advanced search and locate technology and a customized, user-friendly interface, TLOxp for Law Enforcement can help verify a subject's identity in seconds, deliver a detailed history and determine likely locations.

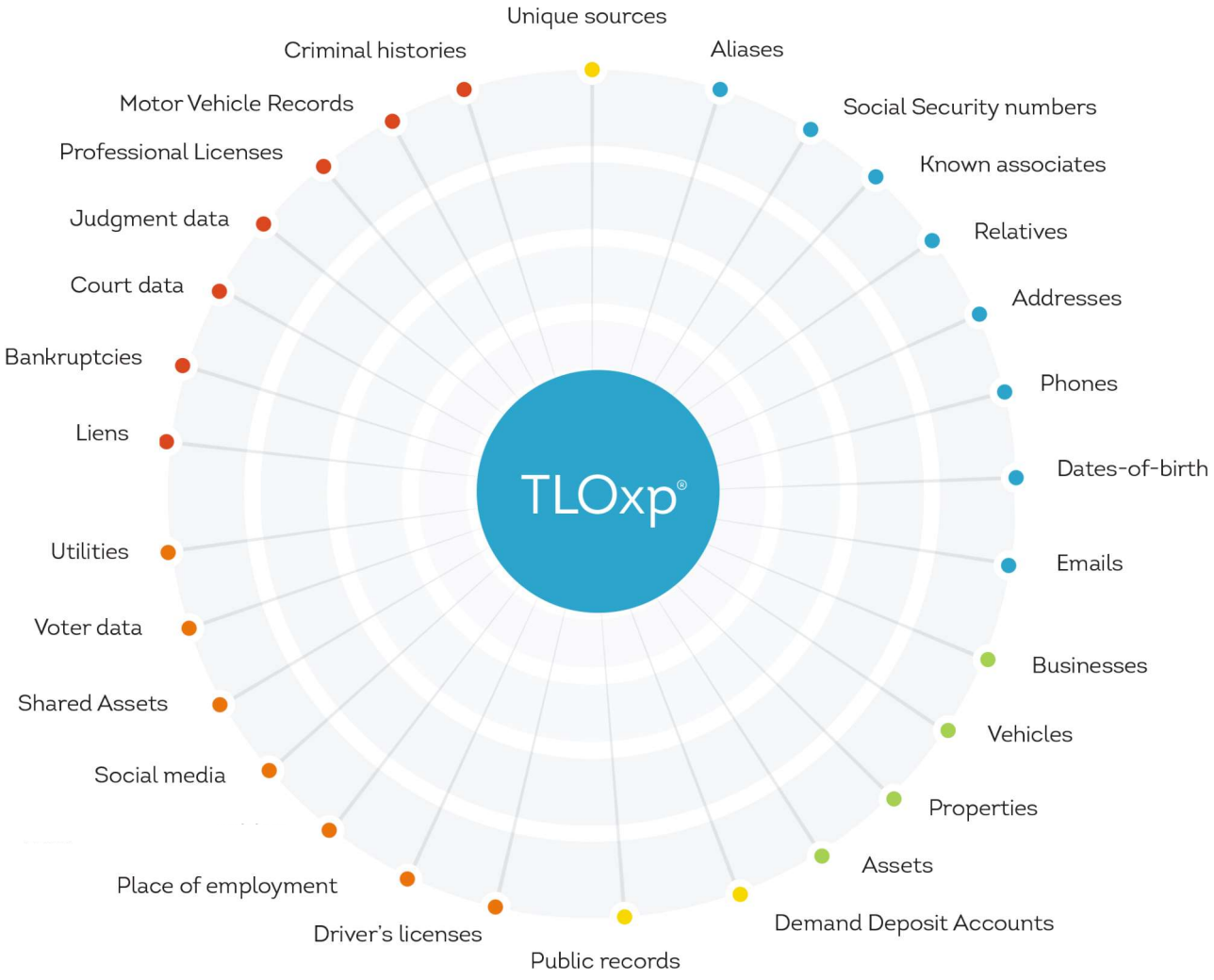
- → **360° profile –** Instantly find addresses, phones, places of employment, criminal records, bankruptcies, liens, assets, relatives, associates and more.
- → **Fresh** – Our most current data for personal and business histories helps identify and locate even hard-to-find subjects.
- → **Speed** – Search through massive data repositories in seconds to find actionable information.
- → **Efficiency** – Input any data, even just a fragment of information, and TLOxp narrows down your searches instantly, providing a full, comprehensive view.
- → **Cost-effective** – Flexible options and competitive pricing.

SEARCH AND LOCATE FASTER – FREE DEMO

For more information and to schedule a free TLOxp demonstration, visit TLOxp.com/law-enforcement, call 800-856-5599.

Actionable Intelligence

TLOxp is more than volumes of data. It's actionable information, helping you make informed decisions faster–and with confidence.



Nearly **5 BILLION** records associated to names, addresses and dates of birth

Over **14 BILLION** vehicle registration records and vehicle sightings

More than **500 MILLION** Individuals linked to associates and relatives

Upwards of **170 MILLION** Place of employment records

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Intelligent design: Third-generation data linking technology

TLOxp is the result of years of refinement, providing you with the information you need–faster. It enables you to make informed decisions faster and with higher degree of confidence.

Expansive data: Over 10,000 sources and growing, updated constantly

With a massive data repository, TLOxp is unmatched in the breadth and depth of the fresh data used to compile a comprehensive view of your subject.

Eliminate the need for multiple searches and manual intervention. Process, analyze and find links and associations in large volumes of complex data faster and more accurately.

Tailored to fit: A fully customizable interface, down to individual users

TLOxp is completely customizable, down to the individual search, user and data returned. This offers scalability to any organization, both large and small, and ensures an unsurpassed user experience.

Scalable to serve:

Maximize efficiency for high volume accounts through API and batch delivery solutions

Superior functionality: Comprehensive searches and reports

TLOxp delivers relevant, actionable information across multiple categories, including assets, businesses, criminal and social media information–with the ability to tie it all back to your subject.

Once you locate a subject, you can then access a profile on the person. No need to conduct additional searches because all the information is a click away in one of our robust reports.

Instant insights

Powered by TransUnion, TLOxp delivers a comprehensive 360º profile of individuals and businesses.



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TransUnion



TransUnion's TLOxp 'Real-Time Incarcerations & Arrests' Search

Simplify skip tracing, investigations and due diligence with refreshed access to criminal booking event data

- Access real-time arrest, booking, jail and prison records from thousands of US agencies to determine a subject's criminal history and current incarceration status
- Data from more than 2,800 jails and Department of Corrections (DOC) facilities with the TLOxp® gateway interface
- Improve investigations and research – and make smarter, quicker decisions – with data you can act on in permissible use cases
- Integrate refreshed booking and incarceration data into current business processes and tools
- Gain a resource to evaluate, investigate or locate individuals in less time without additional staff

FEATURES

Coverage: One of the nation's most comprehensive incarceration data sources with more than 160 million booking and incarceration records. Covers more than 85% of all incarcerations in the US, with data reaching back to 2008.

Quality: Source updates every 15 minutes to 1 hour, providing customers with the most recent view of a subject's arrest or incarceration activity to support real-time actions across permissible use cases.

Criminal booking event data includes:

- Subject name and year of birth
- Arrest and booking details
- Arrest and booking agency
- Booking charge
- Holding facility

How is TLOxp's "Real-Time Incarcerations & Arrests" Search being used?

Business

- Corporate mergers and acquisitions
- Client due diligence
- Retail and telco fraud manual review

Law firms

- Witness, client and jury due diligence
- Additional resource for subject search results
- Background search for fraud and criminal investigations

Financial services and insurance

- Workforce (employee, contractor) risk assessment
- Insurance SIU/Claims fraud investigation

Licensed investigators, bail bonds, repossession businesses

- Private investigations
- Added data point for person search results
- Personal safety checks during investigation activities
- Background search for criminal and civil investigations

Public sector*

- GIS insider threat and continuous evaluation
- Criminal investigations
- Background investigations for security clearance

Experience the power of one of the nation's most reputable data networks

Stop wasting precious time and resources conducting investigations and due diligence. Streamline and speed your efforts with TransUnion TLOxp's "Real-Time Incarcerations & Arrests" Search.

*** Use case restrictions**

Users cannot run this search/report for these specific use cases:
- Program integrity use cases, including integrity of public assistance programs, such as Medicaid, child support, unemployment insurance, and SNAP/TANF. In each case, to detect and deter fraud, waste and/or abuse and confirm compliance with applicable law.
- Regulatory licensing
- Identity theft protection
- Distribution via a reseller, except for public school monitoring use case
- Marketing

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SUBSCRIBER AGREEMENT FOR TRADS SERVICES
(for Public Sector Subscriber)

Full Legal Name of Agency or Department (the "Subscriber")	City of Oroville
Physical Address:	2055 Lincoln St. Oroville, CA 95966-5325 US

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

1. Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of with which Subscriber certifies to comply.

2. TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.

3. TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.

4. Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.

5. The online Additional Terms and Conditions located at https://www.tlo.com/ps-terms-conditions (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature:	**Date:**
Print Name of Authorized Signer:	**Title:**

CITY OF OROVILLE
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **DAVID PITTMAN, MAYOR**
ERIC SMITH, VICE MAYOR

RE: **FEE WAIVER REQUEST FOR KIWANIS CLUB PARADE**

DATE: **APRIL 15, 2025**

SUMMARY

The City Council is asked to consider waiving the $106 event fee associated with a community parade to be sponsored by the Kiwanis Club of Oroville. The event is a traditional and well-supported community celebration.

DISCUSSION

The Kiwanis Club of Oroville is organizing a community parade scheduled to take place on May 9, 2025. The event encourages civic participation, promotes community pride, and provides family-friendly activities for residents and visitors alike.

As a non-profit organization, the Kiwanis Club has requested that the City waive the standard $106 fee associated with this type of event. The waiver would reflect the City's continued support for community-based, volunteer-driven events that enhance public engagement and cultural enrichment.

FISCAL IMPACT

Cost of staff time to review application for public safety and cleanup of parade route if not performed by the applicant.

RECOMMENDATION

Adopt a motion to approve the waiver of the $106 event fee for the Kiwanis Club of Oroville's upcoming community parade.

ATTACHMENTS

1. Special Event Application for a parade
2. Proposed parade route

ADMINISTRATIVE USE ONLY

TRAKIT NO. PL-SEP25-03-007

City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

SPECIAL EVENT / STREET CLOSURE

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

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

APPLICATION DATE: 1-25-2025 EVENT TITLE: OROVILLE KIDDIES PARADE (KIWANIS)

APPLICANT ORGANIZATION: OROVILLE KIWANIS NAME OF CO-SPONSOR: _____

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

EVENT DATE(S): MAY 9-2025 EVENT TIME: FROM 4 am ☐ pm ☒ TO 5:30 am ☐ pm ☒

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

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

ESTIMATED ATTENDANCE: 150-175 CHILDREN

PROPOSED LOCATION: PARADE STARTS @ BIRD / PINE TO MEYER

(Events on private property will need to provide a letter of consent from the property owner. Attached to application)

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

PROPOSED CITY PROPERTY LOCATION: SEE MAP

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

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

NAME OF PRIMARY CONTACT PERSON: GARY W LEONARD

ADDRESS OF PRIMARY CONTACT PERSON: 78 BROOKDALE CT

PHONE: _____ CELL: 530 552 2126 EMAIL: GWLEONARD66@GMAIL.COM

NAME OF SITE SUPERVISOR (DAY OF EVENT): SAME

PHONE: _____ CELL: _____ EMAIL: _____

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

SPORTING EVENT ☐ STREET FESTIVAL ☐ OTHER ☐

DESCRIPTION OF EVENT: CHILDRENS PARADE INVOLVING PRE SCHOOL SCHOOL THAN 12 FLOATS BAND MARCHING TEAMS BIKES, INDIVIDUALS

CERTIFICATE OF LIABILITY INSURANCE ATTACHED: YES ☒ NO ☐

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

Initial page_____

City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

ALCOHOL SOLD: YES ☐ NO ☒ ALCOHOL SERVED: YES ☐ NO ☑

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

ESTIMATED NUMBER OF ATTENDEES BY AGE GROUP: UNDER 18 100 % 18 TO 20 _____% OVER 21 _____%

HOW WILL THE NUMBER OF ATTENDEES BE MONITORED? KIWANIS MEMBERS & VOLUNTEERS

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

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

(RESIDENTIAL LOCATIONS DO NOT APPLY) **(OCCUPANCY MAY NOT EXCEED THE OCCUPANCY OF THE FACILITY)**

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

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

NUMBER OF ANTICIPATED VEHICLES: 8 DESCRIBE PLANS FOR PARKING: N/A

PARADES ONLY – PLEASE ATTACH THE PARADE ROUTE

NUMBER OF PERSONS IN PARADE: 150 NUMBER OF VEHICLES IN PARADE: N/A

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

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

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

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

SECURITY FIRM NAME: _____ NAME OF SECURITY REPRESENTATIVE: _____

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

PHONE: _____ ADDRESS: _____ EMAIL: _____

NUMBER OF VOLUNTEER CHAPARONES: _____

AMPLIFIED OR ELEVATED SOUND LEVELS INVOLVED: YES ☒ NO ☐

IF YES, DESCRIBE: SOUND SYSTEM FOR JUDGES

HOURS OF AMPLIFIED OR ELEVATED SOUND: : FROM 3:30 am ☐ pm ☒ TO 5:30 am ☐ pm ☒

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

Initial page_____

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

OTHER EVENT DETAILS:

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

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

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

IF YES, PELASE DESCRIBE: _____

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

WILL SIGNS OR BANNERS BE USED: YES ☐ NO ☒

IF YES, DESCRIBE BANNER SIZE MATERIALS, ETC: _____

MERCHANDISE SOLD: YES ☐ NO ☒ (IF YES, PLEASE ATTACH A LIST OF VENDORS)
WILL THERE BE ANIMALS PRESENT: YES ☐ NO ☒

IF YES, PLEASE DESCRIBE: _____

HOW WILL THE SOLID WASTE AND RECYCLING BE HANDLED? N.A

HOW MANY INDOOR/OUTDOOR TOILETS WILL BE AVAILABLE? INDOOR N.A OUTDOOR _____
WILL A WATER STATION BE AVAILABLE: YES ☐ NO ☒

IF YES, PLEASE DESCRIBE: _____

WILL MEDICAL SERVICES BE PRESENT? YES ☐ NO ☒

IF YES, PLEASE DESCRIBE: _____

WILL FIREWORKS BE INVOLVED? YES ☐ NO ☒

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

SPECIAL EVENT APPLICATION FEE ($100) + 6% TECH FEE = $106
APPLICATION FEE PAID: YES ☐ NO ☐ BY: _____ DATE: _____

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

SIGNATURE: Gary W. Leonard TITLE: CHAIRMAN

ORGANIZATION: KIWANIS CLUB DATE: 3-5-2025

Initial page_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Christenson
Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: KIWAN03
Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 1547254951 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		013136005	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY			013136005	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			013136005	11/1/2024	11/1/2025	All Claims	$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
5/9/2025 or any future date(s) during the policy term.
Kiwanis 76th Annual Kiddies Parade
Located @ Bird St. From 1st Ave to Downer St. Myers St. From Montgomery St. to High St.
Kiwanis Club of Oroville

CERTIFICATE HOLDER

City of Oroville
1735 Montgomery St.
Oroville CA 95965

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Oroville
1735 Montgomery St.
Oroville, CA 95965

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   1. In the performance of your ongoing operations; or
   2. In connection with your premises owned by or rented to you.

   However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

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PARADE ROUTE KIWANIS

START 4:00PM

PINE STREET

BIRD STREET

ROBINSON STREET

REVIEWING STAND

MYERS STREET

WDS

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

March 18, 2025
REGULAR MEETING
MINUTES

This meeting was posted at Oroville City Hall on Friday, March 14, 2025. The recording for this meeting can be viewed on our City of Oroville, CA YouTube channel.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council held a Closed Session on the following:

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

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken.

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

3. Adoption of Agenda – Motioned by Council Member Goodson; Seconded by Council Member Johnstone.

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

1. PROCLAMATION RECOGNIZING ARBOR DAY IN THE CITY OF OROVILLE

The City Council adopted Resolution No. 9358 by the following vote:

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

2. GATEWAY PROJECT UPDATE

Mark Mendez provided the City Council an update on progress being made with the City of Oroville Gateway project (project on the northwest corner of Montgomery and Feather River Boulevard). The City Council accepted this presentation for information.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Skipper Clark, The CameraMan, Carlos Ramirez, Bill Speer and Brian Wong.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Council Member Reynolds: Spoke on the astronauts that recently landed back on Earth after being stuck in space for 9 months. He welcomed them home.

   Council Member Goodson: Announced the 20th annual prom project.

   Mayor Pittman: Spoke on the Arbor Day celebration, he gave kudos to those who staffed the event.
2. Administration Reports

   Ruth Duncan, Finance Director: Announced that the 2025-26 budget is open and being worked on by City staff. She notified Council of an upcoming vacation and informed them she will be attending a training session that spans 2 full days.

   Brian Ring, City Administrator: Provided the City Council with statistics related to the sobering center. As a reminder, this was sobering center was approved in a partnership with Butte County Behavioral Health.

   Alyssa Stutz, Interim Public Works Director: She reminded the City Council and members of the public to report pot holds to the PW team when they are seen. Interviews for Cultural Curator were conducted. Stutz also spoke on the online encroachment permit portal and provided the Council with an update regarding the Corp Yard. Lastly, she spoke on a Butte County Public Health workshop that is upcoming.

   Jason Wines, Interim Police Chief: Chief Wines notified Council that he and the Chief of Police in Huntington Beach are in contact and Oroville Police Department has been working closely with them. He also spoke on a lateral detective that will be onboarded soon. 1 Lieutenant is in background process, one has resigned due to moving out of State).

   Ron Belser, Director of Code Enforcement: Provided the City Council with a statistical update from Code Enforcement.

CONSENT CALENDAR

Consent calendar **items 1 - 5** were adopted in one action by the Council. The Consent Calendar was passed by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

To keep Oroville's eligibility for federal and state disaster assistance, the Council adopted Oroville's 2024 Local Hazard Mitigation Plan Update (LHMP) and has began to officially incorporate it into the City's General Plan Safety Element. City Council adopted Resolution No. 9359; and authorized the Mayor to sign.

2. TITLE VI PROGRAM APPROVAL

The City Council approved a Title VI Program implementation within the City.

3. HOUSING SUCCESSOR AGENCY ANNUAL REPORT

The City Council received and filed the Housing Successor Agency Annual Report for Fiscal Year 2023-24.

4. HOUSING ELEMENT ANNUAL REPORT

The City Council received and filed the 2024 Housing Element Annual Progress Report.

5. APPROVAL OF REGULAR MEETING MINUTES

The City Council approved the drafted minutes of March 4, 2025; and authorized the Mayor to sign.

REGULAR BUSINESS

6. 2025 FEDERAL LEGISLATIVE PRIORITY DISCUSSION

Brian Ring, City Administrator presented this item to the City Council with The Ferguson Group.

The City Council provided input on the federal priority document from The Ferguson Group (TFG), who the city has retained for advocacy work at the federal level. The City Council gave general consensus to proceed with the priority document as presented

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

Alyssa Stutz, Interim Public Works Director presented this item to the City Council.

The City Council awarded the construction contract to R&R Horn Contractors, Inc., of Chico for the Hewitt Park Renovation project for $4,530,077 and allocating $453,008 for contingencies; they approved the budget adjustment from the park impact fees fund 134 to capital projects fund 301 in the amount of $1,826,961; and authorized Mayor to sign the contract by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

Alyssa Stutz, Interim Public Works Director presented this item to the City Council.

The City Council awarded a contract to Alpha CM, Inc. of Folsom for Construction Management (CM) Services on the Hewitt Park Renovation project in the amount of $425,470 and allocating $42,547 for contingencies; approved the budget adjustment from the park impact fees fund 134 to capital projects fund 301 in the amount of $468,017 (5/7 vote required); and authorized the mayor to sign contract by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

Brian Ring, City Administrator presented this item to the City Council.

The City Council approved an amendment to the employment contract with Alyssa Stutz, Assistant Director of Public Works / City Engineer, temporarily appointing Ms. Stutz as Interim Public Works Director effective February 19, 2025 and placement at Step G of the Department Head salary schedule at an annual compensation of $166,345. The City Council adopted Resolution No. 9360; and approved Agreement No. 3509-1 by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

Brian Ring, City Administrator presented this item to the City Council.

The City Council approved an amendment to the employment contract with Amy Bergstrand, Director – Business Assistance and Housing Development, that would advance Ms. Bergstrand from Step E, $150,123 annual salary to Step G, $166,345 annual salary. The City Council adopted Resolution No. 9361 and approved Agreement No. 3407-3m by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

11. APPOINTMENT TO THE HOUSING LOAN ADVISORY COMMITTEE

Brian Ring, City Administrator presented this item to the City Council.

The City Council appointed Laura Rattanasouk Hix to the Housing Loan Advisory Committee with a term expiring on March 18, 2029 by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

The City Council sponsored a table at the Oroville Area Chamber of Commerce Annual Dinner and Award Ceremony by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Mayor Pittman
NOES: None
ABSTAINED: Vice Mayor Smith
ABSENT: None

PUBLIC HEARINGS

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

Connor Musler presented this item to the City Council.

Bill Speer submitted public comment on this item.

The City Council approved ZC 24-04, amendments to the City's Sign Code as it pertains to the regulation of freestanding-signs, wall signs, and the processing of sign programs. ZC 24-04 would specifically amend Section 17.04.060 "Definitions," Section 17.20.070 "Requirements for specific types of signs," Section 17.20.080 "Sign programs", Section 17.20.120 "Requirements for commercial and mixed-use districts," Section 17.20.130 "Requirements for industrial districts," and Section 17.20.140 "Requirements for special purpose districts." The City Council found that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and introduced for first reading Ordinance No. 1886 - An Ordinance Of The City Council Of The City Of Oroville Amending The Oroville Municipal Code Section 17.04.060 "Definitions," Section 17.20.070 "Requirements For Specific Types Of Signs," Section 17.20.080 "Sign Programs," Section 17.20.120 "Requirements For Commercial And Mixed-Use Districts," Section 17.20.130 "Requirements For Industrial Districts," And Section 17.20.140 "Requirements For Special Purpose Districts" by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

Patrick Piatt, Community Development Director presented this item to the City Council.

The City Council conducted a public hearing and adopted Ordinance 1887 to amend Chapter 15 updating section 15.60.030 City of Oroville Municipal Fire, and section 15.60.040 Express Findings to align with the 2022 Building Code Standards by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

Brian Ring, City Administrator presented this item to the City Council.

Jackie Glover and Robert Rager submitted public comment on this item.

The City Council held a public hearing regarding the adoption of Ordinance 1888 to consider recommended changes specific to Chapter 15.60.030 regarding the future sale and use of fireworks within the City limits. This was approved by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None submitted at this time.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
    - State Contract Code Discussion
    - Discussion on 2026 Ballot
    - Charter Review Committee Item

2. Correspondence

    i. Fire Department Statistics Report February 2025

    ii. Business Assistance and Housing Development Monthly Report February 2025

ADJOURN THE MEETING

The meeting was adjourned at 7:07PM.

Kayla Reaster, Deputy City Clerk

David Pittman, Mayor

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

April 01, 2025
REGULAR MEETING
MINUTES

This agenda was posted at Oroville City Hall on Friday, March 28, 2025. The video from this meeting can be viewed on our website www.cityoforoville.org or on our YouTube channel.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council held a Closed Session on the following:

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

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

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; direction given.

2. Pledge of Allegiance – Led by Council Member Webber.

3. Adoption of Agenda – Motioned by Council Member Goodson; Seconded by: Vice Mayor Smith

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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: Bill Speer, Bruce Harck, Ed Hopkins, Janice White and Ryan Williams.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Council Member Johnstone: Announced Mission Esperanza is scheduled to open late April. She also mentioned that Mission Esperanza was awarded funds from a CalAim Grant.

   Council Member Goodson: Spoke on Mission Esperanza and gave kudos to Council Member Shawn Webber, who will be installing the carpet for Mission Esperanza.

   Vice Mayor Smith: Announced that the "Fight the Bite" advertising has began with the Butte County Mosquito and Vector Control Board (BCMVCB). He notified Council and members of the public if they are to hold a large event, if they contact the BCMVCB they will spray the area to prevent mosquitos from gathering at the event.

   Council Member Reynolds: Announced the loss of a citizen who was prominent in the Oroville community, Whitey "Moss Rock" Keith Chien. He sent his condolences to the family.
2. Administration Reports

   Brian Ring, City Administrator: Spoke on the Hwy 162 project, as it is nearing completion. CalTrans road repair to on 162 will be delayed until the spring. Staff and Council Member Webber, along with Mayor Pittman will meet soon with CalTrans to see if it would be possible to expedite the road repairs. If the expedition of the road repairs cannot occur; Staff will be requesting for them to fix the potholes.

   Ron Belser, Code Enforcement Director: Provided the March 2025 statistics to Council. He announced he's been looking into vacant buildings in the downtown area. A detailed report on his findings have been sent to Council via email.

   Alyssa Stutz, Interim Public Works Director: Announced that the potential new museum curator has accepted an offer from the City. Washington Ave. and Table Mountain Blvd. contract to come at the next meeting; along with the Corp Yard, and a contract with Brandley Engineering for work at the Airport. The Lott Home RFP is receiving submittals at this time. Lamon Construction completed a culvert repair on Long Bar Rd. Tree City USA application has been approved. An ongoing analysis is being done on the feasibility of an "in house" pavement management team. 172 tons of paving was laid down by staff in March of 2025. There are 2 new Parks Technicians who've come on board. Lastly, she announced that an Airport RFP will be open for bid soon regarding work on the runways.

CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. The Consent calendar was passed by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

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

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

2. FORECLOSURE OF 9 MIDWAY DRIVE

The City Council approved initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 9 Midway Drive, Oroville (APN: 033-232-008) by adopting Resolution No. 9362.

3. AMENDMENT TO RESOLUTION PERTAINING TO THE SALE OF CITY REAL PROPERTIES

The City Council approved amending Resolution Number 9346 that authorized the Mayor or City Administrator to execute all documents related to the sale of 1218 Bird Street to authorizing the Director of Business Assistance and Housing Development to execute all documents related to the sale of 1218 Bird St. This was done by adoption of Resolution No. 9363.

4. SUPPORT FOR SENATE BILL 456 (ASHBY) – COMMUNITY BEAUTIFICATION ACT

The City Council approved of a letter of support for Senate Bill 456 (Ashby), which would exempt muralists from contractor licensing requirements under the California Business and Professions Code. The bill aims to remove unnecessary regulatory barriers to the creation of public art, facilitating community beautification and economic development initiatives across the state, including in the City of Oroville.

5. LETTER IN SUPPORT OF SENATE BILL 554 – LAW ENFORCEMENT: IMMIGRATION ENFORCEMENT

The City Council approved a letter in support of Senate Bill (SB) 554, which would make modifications to the California Values Act, providing clarity with regard to how local law enforcement officials are to cooperate with federal authorities.

6. LETTER IN SUPPORT OF SENATE BILL 74 – INFRASTRUCTURE GAP – FUND PROGRAM

The City Council approved a letter of support for Senate Bill 74, which would establish the Infrastructure Gap – Fund Program to provide gap funding grants to local agencies to develop and construct infrastructure projects.

REGULAR BUSINESS

7. PROJECT PRIORITIZATION CRITERIA

Alyssa Stutz, Interim Director of Public Works presented this item to the City Council.

The City Council provided feedback on the proposed criteria that will be used to determine how large projects - both programmatic and capital - will be prioritized by engineering staff.

8. GENERAL PLAN PROGRESS REPORT FOR REVIEW BY THE PLANNING COMMISSION, THE CITY COUNCIL, AND THE GOVERNORS OFFICE OF LAND USE AND CLIMATE INNOVATION

Wes Ervin, City Planner presented this item to the City Council.

The City Council received and accepted a report on the status and relevance of the Oroville 2030 General Plan, which was adopted in 2015.

9. AMENDMENT TO AGREEMENT 3530 WITH OURENERGY

Patrick Piatt, Community Development Director presented this item to the City Council.

City Council approved the amendment the existing professional services agreement with OurEnergy to increase the agreement amount by $50,000. These additional funds will allow OurEnergy to continue providing on-call consulting services and expand their scope to include a comprehensive infrastructure cost estimate for the Southside neighborhood and a preliminary analysis of a potential microgrid in that area by the following vote:

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSTAINED: None
ABSENT: None

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – None discussed.
2. Correspondence – None received.

ADJOURN THE MEETING

The meeting was adjourned at 6:04PM.

Kayla Reaster, Deputy City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **PURCHASE OF TWO PUBLIC ART SCULPTURES RECOMMENDED BY THE OROVILLE ARTS COMMISSION**

DATE: **APRIL 15, 2025**

SUMMARY

At the request of the Oroville Arts Commission (AC), the City Council will consider the recommendation of the AC to purchase two steel sculptures created by artist Martin Taylor. The first, titled *Touch the Sky*, is an existing piece currently on loan to the City of Vacaville. The second is a proposed commissioned sculpture of a Red Tail Hawk, native to the Oroville region. The total cost for both sculptures is $65,000 and funding is available through the Arts in Public Places Development Impact Fund.

DISCUSSION

The Oroville Arts Commission, an advisory body to the City Council, has voted to recommend the purchase of two sculptures by artist Martin Taylor. The sculptures would enhance public art throughout the City and promote cultural engagement and regional pride.

1. “Touch the Sky” Sculpture

- **Medium**: Steel
- **Cost**: $25,000
- **Status**: Completed; currently on loan to the City of Vacaville
- **Time Sensitivity**: The current loan period ends in June 2025, and the piece must be relocated in July. If not purchased by Oroville at this time, another agency intends to rent it, removing it from purchase availability during that period.
- **Preferred Location**:
    - Primary: Southside Community Center (pending approval by Center management)
    - Secondary: Near the Feather River Fish Hatchery

- Tertiary: Centennial Garden (requires approval from City Council and Historical Commission)

2. "Red Tail Hawk" Commissioned Sculpture

- **Medium**: Steel
- **Cost**: $40,000
- **Status**: Proposed Commission
- **Subject**: A Red Tail Hawk, a species native to the Oroville area
- **Preferred Location**:
  - Primary: Butte County Office of Education (Downtown) (pending BCOE approval)
  - Secondary: Centennial Garden (requires City Council and Historical Commission approval)

Final placement for both pieces is subject to approval by the respective site owners or operators and, for locations involving the Centennial Garden, by the Historical Commission.

The Arts Commission has reviewed the aesthetic, regional significance, and cost considerations for both pieces and recommends City Council approval of the purchases.

FISCAL IMPACT

The total cost for the purchase and commission of the sculptures is $65,000. Funds are available in the Arts in Public Places Development Impact Fund and no additional General Fund expenditure is required.

ACTION REQUESTED -

Approve the purchase of *Touch the Sky* by Martin Taylor in the amount of $25,000.

Approve the commission of the *Red Tail Hawk* sculpture by Martin Taylor in the amount of $40,000.

Direct staff to coordinate final placement with the preferred or alternate site locations, subject to approval by applicable site operators and the Historical Commission as needed.

Authorize the City Administrator to execute all necessary agreements to facilitate the purchase, commissioning, and placement of the sculptures.

ATTACHMENTS

1. Proposal for the Touch the Sky Sculpture

2. Proposal for the Red Tail Hawk Sculpture

FOR INTERNAL USE ONLY	
DATE RECEIVED:	01/10/2025 @3:19 pm
RECEIVED BY:	Noelle Snow

APPENDIX C:

PROJECT APPLICATION FORM

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

Estimated Project Cost: $ 25,000.00

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

Martin Taylor, Chromaforms LLC

2. Contact Information

a. Mailing address:

156 Corte Madera Rd., Portola Valley CA 94028

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

650 521 6389 chromaforms@gmail.com

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Martin Taylor — 1/8/2025

Authorized Signature **Date**

Martin Taylor, Manager Chromaforms LLC

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: "Touch the Sky" Sculpture, can be placed anywhere.

“Touch the Sky” depicts a woman with outstretched arms and flowing tail feathers preparing to take flight. The eyes are closed in a serene dreamlike trance. The legs and feet push off against the stylized rock beneath. The sculpture serves as a visual metaphor for taking leaps of faith to achieve our dreams and fly.

The rock serves as a platform for people to sit and congregate and explore the details of the sculpture up close.

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
After July 2025	The sculpture is already finished and can be installed in a few hours.	The sculpture is currently on loan to the city of Vacaville until July 2025	$25,000.00 Includes installation costs, installation insurance, and equipment rental. Cost does not include any permitting or additional site planning mandated by city.
After installing the sculpture	Host a workshop for local students in origami mask making. Teach students about how the sculpture was created and inspire them to pursue careers in art and design.	Any time after completion.	

D. Drawings / Renderings of proposed project



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)**

✓	Provides opportunities for the artistic and cultural development of citizens of Oroville.
✓	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
✓	Support the development of artists and the access and exposure to the community.
N/A	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.
N/A	Support diversity in the arts
✓✓	Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
N/A	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.

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 _____, 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.

_____
Address of proposed art project

_____ _____
Property Owners, Signature Date

_____
Property Owners, Print Name

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: _____

COPY THIS PAGE TO INSERT ADDITIONAL INFORMATION THAT IS EXPANDED BEYOND THE SPACE PROVIDED.

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Additional information from page # _____

FOR INTERNAL USE ONLY	
DATE RECEIVED:	1/10/2025 @12:20 pm
RECEIVED BY:	Noelle Snow

APPENDIX C:

PROJECT APPLICATION FORM

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

Estimated Project Cost: $ 40,000.00

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

Martin Taylor, Chormaforms LLC

2. Contact Information

a. Mailing address:

156 Corte Madera Rd., Portola Valley CA 94028

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

650 521 6389 chromaforms@gmail.com

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Martin Taylor 1/9/2025

Authorized Signature **Date**

Martin Taylor, Manager Chromaforms LLC

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: Anywhere

Sculpture of a 14' tall Red Tail Hawk with outstretched wings and talons. The sculpture integrates lighting so the feathers and eyes glow in the night. Sculpture is constructed in the same style as "Touch the Sky" shown in section D. Example 1.

C. Cost Estimate / Timeline

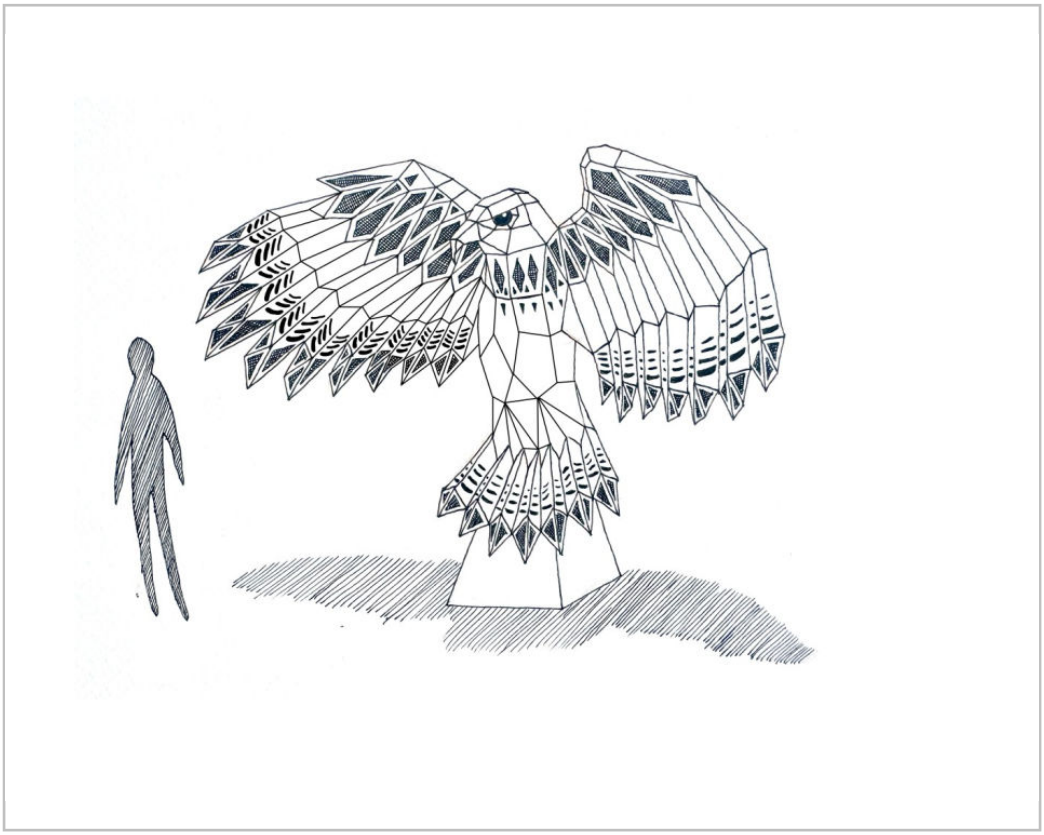
(Provide a cost breakdown of the project. If the project will be completed in phases, please break down the cost by phase; including a final estimate of time and cost. Expand on what each phase will entail.
(Please consider site preparation in timeline and cost breakdown.)

Phase	Description	Estimated Completion Date	Phase Cost
Min. 3 months	Design and render the sculpture on the computer working with stakeholders.		
Max. 4 months	Fabricate Sculpture		$40,000.00
2-3 Days	Transport and install sculpture at site. Site must be prepared with power and concrete foundation.		
After Installation	Host a workshop for local students in origami mask making. Teach students about how the sculpture was created and inspire them to pursue careers in art and design.		

D. Drawings / Renderings of proposed project

Proposal:

(Please draw to scale. Attach if necessary)



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)**

✓	Provides opportunities for the artistic and cultural development of citizens of Oroville.
✓	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
✓	Support the development of artists and the access and exposure to the community.
✓	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.
N/A	Support diversity in the arts
✓	Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
N/A	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;
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(To be completed by property owner)

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I hereby authorize _____, 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.

_____
Address of proposed art project

_____ _____
Property Owners, Signature Date

_____
Property Owners, Print Name

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: _____

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CITY OF OROVILLE
STAFF REPORT

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

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

RE: **SELECTION OF THE 2025 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT**

DATE: **APRIL 15, 2025**

SUMMARY

The Council will consider the selection of a recipient for the 2025 Samuel J. Norris Award for Excellence.

DISCUSSION

The Samuel J. Norris Award for Excellence Program was created in 2002 to recognize the outstanding efforts and commitments of a local individual or group of individuals that have improved the quality of life in the City of Oroville, provided positive leadership to the community, and have had significant achievements in their life that have inspired others to improve the community as well.

The City has received 5 nominations for 2025. The selected recipient of the 2025 Samuel J. Norris Award for Excellence will be presented with an award at the State of the City Address on April 29, 2025, at the Oroville State Theatre at 5:30 P.M.

FISCAL IMPACT

Award Plaque: $100.00
Council Budget – Special Department 1801-6430

RECOMMENDATION

Select a recipient for the 2025 Samuel J. Norris Award for Excellence, to be presented at the State of the City Address on April 29, 2025, at the Oroville State Theatre

ATTACHMENTS

A - Samuel J. Norris Award for Excellence Nomination(s)

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: Lake Oroville Area Garden Club

Address: P.O. Box 224

Telephone Number: _____ **(Home)** (530) 218-4527 **(Cell)**

Email: _____

Name if Individual(s) or Organizations Nominating Individual:

Club President: GayLynne Trumm

Contact Person: same as above

Address: 303 Mira Loma Dr Oroville

Telephone Number: (530) 218-4527 **(Home)** _____ **(Cell)**

Email: mrstrumm@yahoo.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

Nominee: Lake Oroville Area Garden Club PO Box 224 CA 95965

The Lake Oroville Area Garden Club was organized in Oroville in 1976 as a group of neighbors in Kelly Ridge who had a passion for raising beautiful plants and edible plants to benefit their families, their homes, and their community.

The gardening group grew and soon they joined The California Garden Club Inc, Buttes District, National Garden Club and Pacific Region Garden Club. The meetings for the garden club are held 2nd Thursday of each month at the Trinity Presbyterian Church in Oroville. Our agenda includes plans for community projects and educational speakers on all subjects pertaining to community service, horticulture learning and leadership in our town The garden club adopted their official objective, which is the one that is still true today.

LOAGC OBJECTIVE:

To educate its members in home gardening and floral design. To promote horticultural activities and ecology. To practice and support conservation and to beautify our community. To educate our youth about gardening, for now and for the future.

As you will see from the endorsements enclosed, the garden club is continuing to fulfill the objectives in the Oroville community. By taking part in community events, beautification projects, Butte County Atrium, Historic downtown planters, Scholarships for Butte College horticulture students, a school "sustainable" garden and weekly horticulture classes at Hearthstone Charter K-12. Also, the LOAGC installation of a Blue Star Memorial at the Veterans Hall to honor our Veterans and as an enhancement to the Veterans Park and Honor Wall.

Thank you for your consideration of the Lake Oroville Area Garden Club for this Samuel J. Norris Award for Excellence. Our garden club members love the town of Oroville and would be honored to receive this award.

Any questions, please contact Gay Lynne Trumm at mrstrumm@yahoo.com or call (530) 218-4527.

Hearthstone School
2280 6th Street
Oroville CA 95965
(530) 532-5848
www.HearthstoneSchool.net

April 9, 2024

To the Oroville City Council:

The Samuel J Norris Award for excellence is a wonderful way to recognize and value the contributions of local individuals or organizations that improve the community that we call home. The daily quality of life for people living in Oroville and the surrounding communities has truly been enhanced and improved by the diligent efforts of Gay Lynne Trumm and the Lake Oroville Area Garden Club. I recommend this group for an award.

Hearthstone School is a public charter school that serves students grades K-12. We have partnered with the Lake Oroville Area Garden Club for twelve years and continue to benefit from their support and service. Our Hearthstone Garden Club for Middle School and the weekly classroom educational experiences for the K-5 grades spotlight horticulture and the wonder of growing plants for young hands and hearts. The children have learned to appreciate having a dynamic garden at school and a fruit orchard that is home to twenty fruit trees of all varieties.

The Oroville Garden Club has provided leadership in this community that is positive and uplifting, with an emphasis on beautifying the environment and cultivating green spaces in the heart of the downtown area.They also volunteer at the County Atrium indoor garden, tend the Montgomery Street planters downtown and gave Veterans Hall the Blue Star Memorial. They give Butte College students horticulture scholarships as well.

We are grateful for the many benefits and proud of the accomplishments and community service that the Lake Oroville Area Garden Club have consistently contributed to the Oroville Community. They are truly superstars.

Most Sincerely,

Kelly Haight
Principal
Hearthstone School

BUTTE COUNTY DISTRICT ATTORNEY

MICHAEL L. RAMSEY
District Attorney

MARK MURPHY
Chief Deputy District Attorney

JASON WINES
Chief Investigator

April 10, 2024

Oroville City Council
1735 Montgomery Street
Oroville, California, 95965

RE: **SAMUEL J. NORRIS AWARD FOR EXCELLENCE**
LAKE OROVILLE AREA GARDEN CLUB

Gentlepersons:

It is my honor and pleasure to nominate the Lake Oroville Area Garden Club for this year's Samuel J. Norris Award for Excellence in recognition of the club's long time and outstanding efforts in improving the quality of life for Oroville citizens.

The club has been instrumental in beautifying a number of locations in the city (example: the Oroville Veteran's Memorial Hall Blue Star Garden) as well as educating local students on the beauty and uplifting nature of local plants and gardens.

The club has done an extraordinary job of improving and maintaining the atrium area of the Butte County Administration Center, greatly enhancing Oroville's role as the county seat. Out of county visitors have constantly remarked how gorgeous the atrium is.

The club has made the atrium into a place of great beauty and tranquility, where Oroville citizens are fortunate to pay their property taxes as well as do other important government business.

The club's leadership in improving the quality of life in Oroville and educating its youth to make Oroville an even more outstanding community inspires others to redouble their own efforts to contribute to our town's natural beauty.

Very truly yours,

Michael L. Ramsey
District Attorney

OROVILLE DOWNTOWN BUSINESS ASSOCIATION

April 11, 2024

Lake Oroville Area Garden Club
Gay Lynne Trumm (President)
PO Box 224
Oroville, CA 95965

Re: Samuel J. Norris Award

Dear Lake Oroville Area Garden Club,

You're greatly appreciated for your love and support of this beautiful and historic district of Downtown Oroville. On behalf of the ODBA Board of Directors, and our community, I thank you for your fine work these last seven years.

Your club's green thumb touch on our Montgomery Street planters has really brought beauty and color to our historic business area. Club members are always planting something new and watering, even in those hot summer months. We can see your love for our town and appreciate how you improve and invite our community and visitors to spend time shopping locally.

Thank you again for caring for our planters and showing off your horticulture talents to help Downtown Oroville to be inviting, beautiful, and enjoyable. Garden Club is really making a difference. Your role in community service is very apparent, and we commend you for having the Blue Star memorial installed on Montgomery Street at the Veterans Hall, which draws our community and Veterans from all over.

I'm speaking for the downtown business community and we are grateful for your club leadership and all you've done. I'd like to recommend your garden club for the Samuel J. Norris Award for excellence.

With Gratitude,

Robin Zanon, Vice President

Oroville Downtown Business Association
P.O. Box 2458
Oroville, CA 95965

BUTTE COLLEGE FOUNDATION

April 11, 2024

Lake Oroville Area Garden Club
Mrs. Gay Lynne Trumm
PO Box 224
Oroville, CA 95965

Dear Lake Oroville Area Garden Club,

The Butte College Foundation would like to thank the Lake Oroville Area Garden Club for their support of Butte College students seeking a career in horticulture or plant science. Since 2017, the Lake Oroville Area Garden Club has graciously donated over $7,000 in scholarships to deserving students. Your donation and continued support are greatly appreciated and will assist our students toward reaching their educational goals.

Please contact our office at (530) 895-2359, email us at foundation@butte.edu, or visit our website at www.butte.edu/foundation should you have any questions or wish to partner with Butte College Foundation in other ways.

Sincerely,

Tristah Bosch
Program Administrator, Foundation
boschtr@butte.edu
(530) 895-2359


BLUE STAR
MEMORIAL
A tribute to the Armed Forces
who have defended the
United States of America
SPONSORED BY
Lake Oroville Area Garden Club


MEMORIAL
BLUE
STAR

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: James "Jim" Edwards

Address: 150 Canyon Highlands

Telephone Number: 530-370-7656 **(Home)** 530-693-4416 **(Cell)**

Email: irlee2@yahoo.com

Name if Individual(s) or Organizations Nominating Individual:

Rebecca Belser, Juli Edwards

Contact Person: Rebecca + Juli

Address: 14 Rockridge Road

Telephone Number: 530-370-7656 **(Home)** 530-693-4416 **(Cell)**

Email: irlee2@yahoo.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

SAMUEL J. NORRIS AWARD FOR EXCELLENCE
2024 NOMINATION ANNOUNCEMENT

Purpose:

The Samuel J. Norris Award for Excellence is to recognize the outstanding efforts and commitment of an individual or individuals in improving (or has improved) the quality of life in the City of Oroville. Areas of importance are:

- IMPROVING THE QUALITY OF LIFE IN THE CITY OF OROVILLE
- CONTRIBUTING SIGNIFICANT COMMUNITY SERVICE IN THE CITY OF OROVILLE
- PROVIDING POSITIVE LEADERSHIP TO THE COMMUNITY
- SIGNIFICANT ACHIEVEMENT(S) IN THEIR LIFE THAT INSPIRED OTHERS TO IMPROVE THE COMMUNITY

Criteria:

The criteria for the selection will be based on the nominee's lifetime achievements in improving the quality of life in the City of Oroville. The City Council's decision will be final.

Eligibility:

Any member of the community in the City of Oroville or Greater Oroville area may be nominated.

Selection Process:

Nominations will be available and accepted now through April 12, 2024 at 12:00 pm. Applications will be reviewed and considered by the City Council. The award will be presented at the State of the City address. If applicable, letters of recommendation from individuals/organizations should be included with the nomination applications.

Award:

An ongoing award will be displayed at City Hall and individual awards will be presented to the recipient. One or more awards may be approved by the City Council.

Applications are available from the City Clerk's Office at City Hall, 1735 Montgomery Street, Oroville, California, 95965. Telephone (530) 538-2535.

ALL NOMINATION APPLICATIONS MUST BE RECEIVED BY THE CITY CLERK'S OFFICE NO LATER THAN 12:00 P.M. ON FRIDAY, APRIL 12, 2024.

Nomination of James Lee Edwards
for 2024 Sam J Norris Award for Excellence

It is an honor and privilege to nominate our father, Jim Edwards, for the SAMUEL J. NORRIS AWARD FOR EXCELLENCE. Our father is a "lifer" of Oroville; born in 1942, in a hospital located just off Bird Street. This quaint building, though no longer standing, is etched in our hearts as having produced a native of Oroville who is the epitome of an altruistic human. The hometown pride that he has always professed, demonstrated, and conveyed is truly immeasurable.

He attended Oroville Union High School, graduating in 1961 where he learned you "fight to the finish, never once give in... fight fight fight!" He jokes that he bleeds purple and was sure his children and two granddaughters followed in his footsteps, representing the Tiger Pride. We never forgot that spirit.

Our father can be credited with many community development efforts over his last eighty years on this earth. He physically worked on the construction of the largest earthen dam in the United States, helping to build Oroville Dam and has always been honored to have contributed to such a modern miracle. In later years, while serving on a water district board, he was privy to the underground hydroelectric plant. His knowledge of its inner workings and technical abilities never ceased to amaze us.

He began working for Pacific Gas and Electric Company in 1974 where he would ultimately retire from 32 years later. During that time, he became known lovingly as "kilowatt" and his dedication to the customers always exceeded hours logged in the books. Years after he retired, he would still receive calls from customers out of power on his home phone asking for help. Even retired, he never let those customers who relied on him so long down.

Our father has always given back to the community he believes formed him into the awesome human he is. He sat on the OWID/South Feather Water District board for over fifteen years. Additionally, he was a committee member of the Cemetery District board even longer. He has always been committed to keeping Oroville beautiful and a place we can all be proud to call our home.

Socially, he was the President of the Eagles, organized Bingo at our local church for nearly a decade, and served on the Knights of Columbus that frequently provided community service hours and projects. He is an amazing bowler, and frequented Central Lanes and ultimately the Casino Bowling alley, playing on leagues for the better part of 40 years. He knew the town and the town knew him.

I mention all of these accomplishments and activities to capture how our father is the 'essence' of Oroville. He has dedicated his time; his blood, sweat and tears; and his dollars to maintain, preserve, and enhance the quality of life for our small town. For full transparency, our father has been afflicted with Dementia and therefore many of his memories are fleeting at this point. He cannot remember our names; however, take him for a ride and he can direct you to many landmarks in this town and certainly where to best find the deer. We can feel the connectedness he still feels for our community, and that gives us great peace. There are some things we refuse to allow this disease to take from us. 1. The awesome human we are privileged to call our dad and 2. The wonderful town that shaped him into that awesome human.

When making final arrangements years ago, the only thing that mattered to him was that the "O" can be within view of his final resting place. He **IS** Oroville through and through. He was recognized and featured in the 2005 magazine entitled "Our Town". In it, his closing remarks say, "I've always said where I was born and where I will die will be within a mile of each other." James Lee Edwards embodies the true spirit of Oroville and the City is better because he is in it. He perfectly demonstrates love, admiration, pride, and appreciation for this town. It is our honor to have been raised by such a dedicated, selfless, hard worker and kind human that my father is. He taught us so much and we still have so much to learn from him. We humbly ask that you consider our father for this recognition that he so rightly deserves.

2024
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: CARL DURLING

Address: 15 WILD FLOWER TERRACE 95965

Telephone Number: 530-370-3811 (~~Home~~) _____ (Cell)

Email: dad.d@durling.net

Name if Individual(s) or Organizations Nominating Individual:

NATALIE SHEARD, PLANNING COMMISSIONER

Contact Person: WES ERVIN

Address: 1735 MONTGOMERY ST.

Telephone Number: 916-216-9141 (~~Home~~) _____ (Cell)

Email: wervin@cityoforoville.org

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

***(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) ***

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, April 12, 2024.

CARL DURLING

Carl L. Durling, born in 1939, grew up in California's Central Valley, and as a professional planner he worked for decades on large scale urban projects for major Sacramento area developers. He has also served as a city planner for the City of Sacramento, Yolo County, and the City of Chico.

Carl has been a dedicated contributor to Oroville's development since his move here in around 1980.

Carl's first 4-year appointment to the Oroville Planning Commission was in 2014. He is now serving his third consecutive term on the Commission, which he now chairs. During his tenure he has used his unique expertise to support Oroville's growth and prosperity, and has ensured that Oroville's development is well planned and of high quality. This includes helping update our General Plan in 2015 and our Housing Element in 2023, plus actively keeping the City's Municipal Code up to date.

Carl has been married to his lovely wife Brenda for many years, and has grown children and grandchildren.

Carl is one of those individuals who epitomizes the unsung hero -- who contributes his time and energy for years to the betterment of his community without any expectation of fanfare or public recognition.

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CARL L. DURLING

6225 Trajan Drive.
Orangevale, California 95662
(916) 721-5098

OBJECTIVE: Permanent management level position in the private sector with a development company or consulting firm.

ACCOMPLISHMENTS

- Created 1913, 1915 and Mello-Roos bond districts for financing urban growth.
- Created and implemented first Economic Development Program under Sacramento County Community Development Block Grant Administration.
- Managed City of Sacramento Current Planning Division, including environmental analyses.
- Developed and implemented land use policy for Planned Unit Development areas for the City of Sacramento.
- Managed environmental analyses for several projects.
- Managed the creation of a Specific Plan and zoning for 6,000 acre desert new community.
- Managed approval of a 3,000 acre urban bedroom community into an employment based community.
- Developed Land Evaluation Spread Sheet used in financial evaluation of land use policy and projects.

QUALIFICATIONS

- Excellent verbal and written communicative skills
- Works well with citizen groups and government agencies in developing local land use policy.
- Proficient in the use of IBM and Apple computers and computer systems, including a variety of software programs.
- Strong analytical skills including technical and statistical report preparation.
- Responsible for personnel management in both private and public sector organizations.
- Combines Private and Public Sector experience in economic and land use policy development.
- Is self motivated and works well in a team environment.
- Experienced in the formulation of Design Guidelines for major development projects.
- Versed in planning issues including traffic, flood plain, flora and fauna, and water usage.

EMPLOYMENT HISTORY

LAND USE CONSULTANT AND DEVELOPER
Community Land Development, Sacramento, Ca — 1984 - Present
Resolve land use policy issues; create medium to large scale urban plans create public financing districts

LAND USE MANAGER
AKT Development, Sacramento, CA — 1980 to 1984
Successfully managed all land design, economic and policy issues from medium to community sized projects.

URBAN PLANNER
Planning Departments, Sacramento City, Yolo County & Chico City, CA — 1968 to 1980
Advanced to management level in urban land use design and policy development.

EDUCATION

Bachelor of Science Degree in Business Administration, California State University, Chico, CA
Master's degree in Public Administration, California State University, Chico, CA
Valid for Life California Community College Instructor Credential.

REFERENCES: Available upon request

2025
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: SHAWN WEBBER

Address: 1240 BIRD ST. OROVILLE, CA.

Telephone Number: _____ **(Home)** (530) 712-6110 **(Cell)**

Email: ALLCLEANEDCARPETS@GMAIL.COM

Name if Individual(s) or Organizations Nominating Individual:

TONY RUSHING

Contact Person: TONY

Address: 2110 5TH AVE. OROVILLE, CA. 95966

Telephone Number: _____ **(Home)** (530) 301-6390 **(Cell)**

Email: TONY@TONYRUSHING.NET

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

(If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Tuesday, March 25, 2025.

Shawn Webber

March 12th 2025

As an Oroville city council member, Shawn Webber is a visible leader and vocal champion for all aspects of life in Oroville. His passion is for all Oroville, and it's citizens to rise up, and earnestly seek what is best for them, their circumstances and their children's well being.

Shawn has overcome difficult personal struggles. He has become a light and a role model for others in similar circumstances. His ministry through his church home, Jordan Crossing, is reaching those who's life could be going off-track, and leading them to a better way.

Shawn & Maria have taken into their home and treated as their own, children living in difficult circumstances, so that they may have a chance at a better life.

Shawn Webber, through his and others, Oroville Community Development Coalition, seeks to unite all interested stakeholders to come and join in, be part of the conversation of building Oroville up, finding common ground and seeking tangible results & benefits for all.

Shawn Webber is a non-stop cheerleader for all that is good, beneficial and right with Oroville,
At the same time, realizing that Good & Plenty, isn't a reality for many. But that, with hard work and diligence it can be.

Sincerely,

Tony Rushing

Tony Rushing

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **APPROVAL OF ASSISTANT CIVIL ENGINEER ALLOCATION**

DATE: **APRIL 15, 2025**

SUMMARY

The City Council shall consider approving the addition of one Assistant Civil Engineer allocation to the Public Works Department.

DISCUSSION

In order to ensure continued workflow and meet departmental obligations, staff are recommending the addition of one Assistant Civil Engineer allocations to the Department of Public Works Department to handle the Senior Civil Engineer's encroachment permit duties, plan reviews, and other essential tasks.

The creation of this position will help to relieve the pressure on staff and allow the department to function more smoothly in addressing the multitude of needs within the City. This new role will also assist in streamlining operations, improving project timelines, and supporting the Public Works Department as the City continues to move forward with ongoing initiatives.

FISCAL IMPACT

The position was not budgeted for this Fiscal Year, however is planned to be budgeted for Fiscal Year 2025/2026. Funds for the position through the remaining FY24/25 will need to come from salary savings (if there are sufficient amounts) or Contingency Fund, unless a staff person isn't hired until after July 1, 2025. If funds need to come from Contingency, staff will return with a budget adjustment request.

ACTION REQUESTED -

APPROVE THE ADDITION OF AN ASSISTANT CIVIL ENGINEER POSITION IN THE PUBLIC WORKS DEPARTMENT.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **AWARD OF CONTRACT TO UNITED BUILDING CONTRACTORS, INC.; DESIGN-BUILD ENTITY FOR CORPORATION YARD PROJECT, MULTI-BUILDING REMODEL AND SITE WORKDESIGN/BUILD PROJECT AT 655 CAL OAK**

DATE: **APRIL 15, 2025**

SUMMARY

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

DISCUSSION

This project involves renovation and expansion of the current office building and an existing 15,000 square foot metal warehouse which shall include renovations of existing bathroom structures, office spaces, the construction of partition walls and the installation of new roll-up doors for functionality and streamlined maintenance operations. Nominal flatwork and sitework to be included in the project and ADA upgrades for all public facing areas. Other site improvements include approaches, fencing, landscaping, and concrete hardscaping.

This project will be awarded by Best Value Guaranteed Maximum Not to Exceed (NTE) price and will be conducted in two phases. The first phase is pre-construction services and will consist of the initial 30% design and development of a Guaranteed Maximum Price (GMP) for the construction phase. Phase one will involve discussions and interviews with City staff to determine the improvements required at the new Corporation Yard. The second phase will complete the design and construction of the project. A second approval will be required from Council to authorize the GMP and continue on to the design and construction phase.

The Request for Proposal (RFP) was issued on January 21, 2025. Three bids were received on the RFP closing date of March 3, 2025.

UBC and Modern Building Company were selected for interviews, which were conducted on March 26, 2025. Interviews were conducted by the Project Manager and consultants with Trover Construction Management Project Team.

The proposal and interview scoring results are tabulated below. The winner of the contract is UBC. The award amount is $30,000, which was the same for all proposers.

SUMMARY SCORING (1,000 POINTS TOTAL AVAILABLE)					
Respondent	Technical Score	Interview Score	Price Score		Respondent Total Score
			Total Fee Percentage Score	GC Lump Sum Fee Score	
UBC	284.50	374.50	96.30	150.00	905.30
Modern	227.50	371.50	150.00	26.01	775.01
Sunseri	205.00		4.30	0.00	209.30

FISCAL IMPACT

The Council previously approved a budget of $2,016,00 with expenditures listed on the attached February 6, 2024 Staff Report.

Total Expenditures as of April 4, 2025 come to $181,927.10, with an additional $114,843.35 in encumbrances, for a total of $296,770.45. The expenses are listed in the Total Expenditures attachment.

The total for phase 1 of this contract is $30,000. The current NTE for the entire contract is $1,750,000, including construction.

RECOMMENDATION

Staff recommends modifying the approval authorized on February 6, 2024 regarding the specific allocation of funds in the approved budget. These costs will be fine-tuned and reallocated appropriately during the design phase and GMP development to the proper feature of work and brought back for Council approval; and

Staff recommends awarding a contract to United Building Contractors, Inc. for $30,000, and authorizing the Mayor to execute the contract.

ATTACHMENTS:

February 6, 2024 Staff Report
Total Expenditures as of April 4, 2025
Resolution
Agreement

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO – DIRECTOR OF PUBLIC WORKS

RE: PURCHASE OF 655 CAL OAK AND ASSOCIATED BUDGET ADJUSTMENTS

DATE: FEBRUARY 6, 2024

SUMMARY

The City has finalized the acquisition of the 655 Cal Oak property for the new Corporation Yard. City staff is providing an update on funding sources, their utilization, and will be outlining the next steps for transitioning to the new facility.

DISCUSSION

As previously directed by the Council at its December 5th, 2023 regular Council Meeting the acquisition of the new corporation yard facility with identified funding sources has been completed for $2,754,897. Staff are recommending that the acquisition of the property be accounted for from the following funds:

- $1,066,284.45- Redevelopment Agency Express Bonds Proceeds
- $688,724.25- Sewer Enterprise Funds (25%)
- $999,888.30- local Fiscal Recovery Funds

In addition to the purchase of the property, there are planned improvements for the new property as well as planned improvements for the current property on Mitchell. Those improvement in the following, along with estimated expenses totaling $2,016,000:

- $250,000 - Mechanic shop infill work
- $200,000 - Administrative building infill work
- $500,000 - Perimeter fencing
- $400,000 - Emergency Generator
- $250,000 - Decommission existing site and grading
- $400,000 – Addressing fuel island situation (move current tank, purchase new tank or move to cardlock facility)
- $16,000 - Shelving, material racks and air compressor

Staff will return at later dates with firm numbers for each of these tasks. These expenditures are planned to be accounted for with the following funds:

- $504,000 - Sewer Enterprise Fund (25%)
- $1,512,000 - Local Fiscal Recovery Fund

We had requested you to consider also using funds from the City Revolving Loan fund, however, at this time staff do not see that being necessary. Should circumstances change resulting in the need to use those funds, staff would return with such a request.

FISCAL IMPACT

Utilization of the following funds:

- $1,066,284.45 - Redevelopment Agency Express Bond Proceeds;
- $1,192,724.25 – Sewer Enterprise Fund; and
- $2,511,888.30 – Local Fiscal Recovery Fund; and

RECOMMENDATION

Staff is requesting that the Oroville City Council approve the purchase of 655 Cal Oak with the following funding:

- $1,066,284.45 - Redevelopment Agency Express Bond Proceeds
- $688,724.25 – Sewer Enterprise funds (25%)
- $999,888.30 – Local Fiscal Recovery Funds; and

Approve the following expenditures:

- $250,000 - Mechanic shop infill work
- $200,000 - Administrative building infill work
- $500,000 - Perimeter fencing
- $400,000 - Emergency Generator
- $250,000 - Decommission existing site and grading
- $400,000 – Addressing fuel island situation (move current tank, purchase new tank or move to cardlock facility)
- $16,000 - Shelving, material racks and air compressor

By utilizing the following funds:

- $504,000 – Sewer Enterprise Fund (25%)
- $1,512,000 – Local Fiscal Recovery Fund

New Corp Yard Expenses				
		2024	2025	Encumberances
Site Security	Elite Security	$ 26,485.00	$ 9,135.00	
	Dan R Ledford	$ 41,875.00	$ 23,608.64	$ 31,974.36
	Cresco Equipment	$ 1,481.82		
	Sharps Locksmithing		$ 300.00	
Landscaping	Del Mar Rentals	$ 115.30		
Electrical	W. Electric	$ 42,064.50		$ 935.50
Design/Engineering	Trover	$ 5,059.00	$ 6,261.75	$ 75,738.25
	Project Detail Costs	$ 19,345.85	$ 6,195.24	$ 6,195.24
		2024	2025	Encumberances
		$ 136,426.47	$ 45,500.63	$ 114,843.35

Overall
$ 35,620.00
$ 97,458.00
$ 1,481.82
$ 300.00
$ 115.30
$ 43,000.00
$ 87,059.00
$ 31,736.33
Total
$ 296,770.45

AGREEMENT FOR DESIGN-BUILD PRECONSTRUCTION SERVICES (A-3544)

THIS AGREEMENT FOR DESIGN-BUILD PRECONSTRUCTION SERVICES ("Agreement") is made this ____ day of _____, 20__, in the Community of Oroville, County of Butte, State of California, by The City of Oroville hereinafter "OWNER" and _____ ("DBE").

WITNESSETH, that OWNER and the DBE in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the DBE shall perform and provide all necessary Preconstruction Period Services in the execution of all of the obligations of the DBE set forth in the Contract Documents in connection with the work of improvement commonly referred to as City of Oroville – Corporation Yard Project ("Project"). DBE shall provide all services and complete all Work covered by the Contract Documents, including without limitation, completion of OWNER programming; 100% Schematic Design Documents for the Project; Construction Cost Estimates / GMP Submittals; Schedule reviews; Constructability reviews; Preconstruction Design Phase Investigative Work; and final submittal of a GMP that is "the maximum price that OWNER and the DBE agree upon as the payment for managing the remaining design development and construction, designing, providing and installing all the Work." The GMP submitted is the Not-to-Exceed Contract Amount.
   - **1.1. OWNER Programming.** As an initial task, the DBE shall work collaboratively with OWNER's Project Team to fully develop OWNER's programming and criteria documents for the Project.
   - **1.2. Schematic Design.** Based upon the RFP Bridging Document's and DBE and OWNER collaborative programming, DBE shall provide 100% Schematic drawing for the building floor plan; exterior elevation(s); and site plan.
   - **1.3. Testing and Inspection.** OWNER shall be responsible for providing any geotechnical testing necessary during the Part 1 – Preconstruction Phase Services. The DBE shall be responsible for all testing and inspections of the Project's construction during the Part 2 – Design-Construct Phase Services.
   - **1.4. Construction Cost Estimates / GMP Submittals.** The DBE shall develop and submit cost breakdowns during Schematic design development as required to ensure programming and Schematic design criteria achieve OWNER's Budgeted Direct Construction Cost portion of the GMP. OWNER may revise the project Budgeted Direct Construction Cost during the Part 1 – Preconstruction Period Services. The DBE Direct Construction Cost breakdown shall include a line item breakdown showing all Direct cost including, general conditions, contingency, allowances, project related indirect costs, overhead and profit. The GMP shall include all project cost to complete the design utilizing the 100% Schematic drawings and programing developed in Part 1 - Part 1 – Preconstruction Phase Services under this contract; Direct Construction; and permitting including permitting related "soft costs" (fees), special testing, and project closeout and commissioning as required to provide "turnkey" design and construction of the Project. OWNER shall provide Builder's Course of Construction insurance.
   - **1.5. Schedule Review.** The DBE shall develop and review the proposed project schedule meeting OWNER's scheduling goals and objective, and notify OWNER of potential schedule risk. If warranted, DBE shall recommend modifications to the schedule that would expedite the Project Schedule.
   - **1.6. Constructability Review.** The DBE shall assure the programming and 100% Schematic drawings are complete, OWNER, unambiguous, and of quality needed for developing realistic "Cost Model" for GMP pricing.
   - **1.7. Preconstruction Design Phase Investigative Work.** It shall be the responsibility of the DBE to access the type, quantity, and quality of the available information describing the existing site

conditions and related contract documents. The DBE shall make recommendations to OWNER regarding supplemental site surveys if added information is needed to make associated Project scopes fully biddable for GMP pricing / cost estimating.

1.8. Final GMP Submittal. The GMP shall be submitted with a detail breakdown of the total. The GMP is the maximum amount OWNER will pay the DBE for completion of the design and construction of the project except as may be adjusted by OWNER change orders. DBE shall be responsible for any cost overruns of the GMP. If the DBE's Direct Construction Cost portion of the GMP contracted is less than the Direct Construction Cost portion of the GMP, OWNER shall retain the difference.

1.9. Failure to Agree on GMP. If OWNER and DBE cannot agree on a GMP, then OWNER may terminate the Part 1 – Preconstruction Phase Services agreement. The Part 2- Part 2 – Design-Construct Phase Services will not be awarded to the DBE.

2. Contract Time. The Contract Time for the DBE to achieve Part 1 – Preconstruction Phase Services Final of the Project is sixty (60) calendar days from the Contract Time Commencement Date established in the Notice to Proceed issued by or on behalf of OWNER to the DBE.

3. Contract Price. The Contract Price consists of the Preconstruction Phase Services. The Preconstruction Phase Services Contract Price is the fixed price Lump Sum of Thirty thousand dollars ($30,000) ("Preconstruction Services Contract Price").

4. Design-Construct Phase Services Profit and Overhead Percentage. The Design-Construct Phase Services Contract Construction Services GMP Percentage is a percentage for the Part 2 - Design-Construct Phase Construction Services the DBE will allocate for Construction Services GMP Profit and Overhead fee. The Part 2 - Design-Construct Phase Services Fee Percentage for Profit and Overhead is eleven and a half percent (11.5%).

5. Design-Construct Phase Services General Conditions Lump Sum Total Fee. The Design-Construct Phase Services Contract Construction Services General Conditions Lump Sum Fee is the fixed price of fifty three thousand one hundred eighty eight dollars ($53,188.00).

6. Insurance Policies Coverages. The DBE shall obtain and maintain policies of insurance conforming to the requirements set forth in the Contract Documents and in the minimum coverage amount for each such policy of insurance, as set forth below.

6.1. DBE Professional Liability Insurance. The minimum coverage limit for the DBE's Architect of Record (AOR) Professional Liability insurance policy is One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

6.2. DBE Insurance Minimum Coverage Limits. The DBE shall obtain and maintain the following minimum coverage limits for the following policies of insurance:

6.2.1. Workers Compensation Insurance. The minimum coverage limit of the Workers Compensation Insurance policy shall be in accordance with the Laws.

6.2.2. Employers Liability Insurance. The minimum coverage limit of the Employers Liability insurance policy shall be One Million Dollars ($1,000,000).

6.2.3. Commercial General Liability Insurance. The minimum coverage limit of the Commercial General Liability insurance policy shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000).

6.2.4. Contractor Pollution Liability Insurance. The minimum coverage limit of the DBE's Contractor Pollution Liability insurance shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

7. Notices. Notices from the DBE and OWNER to the other shall be addressed as follows:

If to OWNER

City of Oroville
Attention Tim Kaber
1735 Montgomery St
Oroville CA 95965

If to the DBE:
United Building Contractors
275 Fairchild Ave, Suite 106
Chico CA 95973

8. The Contract Documents. The documents forming a part of the Contract Documents consist of this Agreement and the following, all of which are component parts of the Contract Documents.

8.1. RFP Response Instructions
8.2. DB Collaborative Preconstruction Proposal
8.3. Subcontractor's List
8.4. Non-Collusion Affidavit
8.5. Certification of Workers Compensation Insurance
8.6. Drug-Free Workplace Certification
8.7. DBE Certification
8.8. DBE Agreement for Design-Build Preconstruction Services
8.9. DBE Agreement for Design-Build Construction Services
8.10. General Conditions (GMP Contract)
8.11. Bid Bond
8.12. Pre-Qualification Application
8.13. Attachment A – General Conceptualized Scope

12. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the DBE is/are duly and fully authorized to execute this Agreement on behalf of DBE and to bind the DBE to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by OWNER and the DBE as of the date set forth above.

"OWNER"	**"DBE"**
The City of Oroville	**[DBE NAME]**
By:_____	By:_____
Title:_____	Title:_____

CITY OF OROVILLE
RESOLUTION NO. 9365

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A DESIGN-BUILD ENTITY CONTRACT WITH UNITED BUILDING CONTRACTORS, INC. FOR THE MULTI-BUILDING REMODEL AND SITE WORK DESIGN/BUILD PROJECT AT 655 CAL OAK ROAD

(Agreement No. 3544)

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

1. The Mayor is hereby authorized and directed to sign the Design-Build Entity contract for Phase 1 with United Building Contractors, Inc. for the provision of design/build services for the new Corporation Yard. A copy is attached hereto as Exhibit “A”.

2. The City Administrator shall attest to the adoption of this resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on April 15, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Dave Ritchie, Assistant City Attorney

ATTEST:

_____
Brian Ring, City Administrator

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **TIM KABER, PROJECT MANAGER**

RE: **APPROVAL OF CONTRACT FOR DESIGN OF BEDROCK PARK REHABILITATION**

DATE: **APRIL 15, 2025**

SUMMARY

The City Council shall consider approving the contract with Melton Design Group for the design for rehabilitation of Bedrock Park.

DISCUSSION

Melton Design Group performed the initial visioning of the Bedrock Park renovation in 2023, along with several other public spaces within Oroville.

Bedrock Park is an ideal location to offer rest and relaxation opportunities to City residents and visitors. The park has experienced vandalism, neglect, fire, and flooding. The restroom facilities experienced a fire in February of 2020 resulting in a total loss.

City staff has incorporated input from the Parks Commission and Council members to define the scope of work and desired direction for the design of Bedrock Park.

The proposed contract will provide for Master Planning, design and Construction Documents for new turf areas with enhanced irrigation, solar lighting, ADA compliant facilities, new shade trees, lagoon and island cleanup.

The project will be completed in two phases.

Phase one includes Master Plan, Cost Estimate, and Construction Documents for the following:

- New irrigation system and renovated turf area
- New shade trees for the upper area
- Code compliant stairs and railings from Arline Rhine Drive to the park, and from the park to the river

- Demolition or repair of the restroom building with initial plan to use it as a kayak rental kiosk
- Rockwall repair along Arline Rhine Way at the entrance to the park
- Solar lighting
- Brush cleanup on the island and at the park waterline

Phase two includes Master Plan, Cost Estimate, and design for the following (Construction documents are not included).

- Trail surface and accessibility enhancements
- Trail vegetation planting
- Landscape and access to the lagoon
- Lagoon clean-up
- ADA walkways to the lagoon and trail
- New picnic sites at the upper and lower areas
- New restroom facilities in the lower area
- Playground on the upper level

FISCAL IMPACT

$103,175 to be paid from capital improvement funds. $35,770.10 is available from the insurance payout on the destroyed facility.

ACTION REQUESTED -

Approve the contract for Bedrock Park design and authorize the Mayor to sign.

ATTACHMENTS

Agreement and MDG Proposal

CITY OF OROVILLE
RESOLUTION NO. 9364

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MELTON DESIGN GROUP INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BEDROCK PARK REHABILITATION PROJECT

(Agreement No.3542)

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

1. The Mayor is hereby authorized and directed to sign the Professional Services Agreement with Melton Design Group Inc. for the provision of architectural and engineering services for the Bedrock Park Rehabilitation Project, in accordance with the terms outlined in the submitted proposal.

2. The City Administrator shall attest to the adoption of this resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on April 15, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Dave Ritchie, Assistant City Attorney

ATTEST:

Brian Ring, City Administrator

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
Agreement No. 3542

This Agreement is made on this 15th day of April, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Melton Design Group, Inc. 820 Broadway Street, Chico, California 95928 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

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

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

1. SERVICES.
The CONTRACTOR shall perform those services set forth in the attached Exhib is, which are 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 paragraph 2, unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $103,175 for services provided pursuant to this Agreement as described in the attached Exhibit. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Alyssa Stutz shall serve as the CITY's representative for the administration of the project. Day-to-day management of the project will be performed by Tim Kaber. All activities performed by the CONTRACTOR shall be coordinated with this person (Kaber).

5.2. Manager-in-Charge. For the CONTRACTOR Gregory Melton 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. Aubrey Hendricks shall be the day-to-day project manager.

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. Similarly, the CITY shall indemnify and hold harmless Contactor from and against all liability arising out of or in connection with CITY'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. 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 of each Party will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the other Party.

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 obligations 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 either respective Party, 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. CONTRACTOR, at it's sole cost shall provide the CITY with electronic copies of all deliverables upon request.

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

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

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

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

CONTRACTOR:
Melton Design Group, Inc
820 Broadway Street,
Chico, California, 95928
Attention: Greg Melton

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 15th day of April, 2025.

CONTRACTOR: Melton Design Group, Inc

_____
Gregory Melton

CITY OF OROVILLE:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

MELTONDESIGNGROUP.INC

Bedrock Park Rehabilitation
MDG Project No: 2626
April 2, 2025

LANDSCAPE ARCHITECTURAL DESIGN AGREEMENT
MELTON DESIGN GROUP, INC. and CITY OF OROVILLE

This AGREEMENT, submitted on the 2nd day of April 2025, shall be

BETWEEN

CLIENT: **CITY OF OROVILLE**
Fred Mayo
1735 Montgomery Street, Oroville, CA 95965
530-538-2401 / FMayo@cityoforoville.org

AND

CONSULTANT: **MELTON DESIGN GROUP, Inc. (MDG)**
Gregory Melton, President/CEO
820 Broadway Street, Chico, CA 95928
530-899-1616 / Greg@meltondg.com

PROJECT: **BEDROCK PARK REHABILITATION, 1101 5th Avenue, Oroville**

PROJECT UNDERSTANDING:
The list below represents the design elements we will be addressing in the Scope of Work. The project will take us through the Master Plan design and Costs for Phase 1 and 2. Upon approval of the Master Plan, Phase 1 Construction Documents will be prepared.

Phase 1 (Master Plan and Cost for the entire design area followed by Phase 1-only Construction Documents)

- New Irrigation System and Renovated Turf Area (seed)
- New Trees for Shade at Upper Area
- Code Compliant Stairs and Railing (two sets – road to park and park to water)
- Demolition or Repair of Building (burned in fire) to create Kiosk for renting
  - Streamline Structural
  - Use to be determined
- Top Rockwall Repair w/ Guardrail as needed
- Solar Security Lighting
- Brush Clean-up at Island and Waterline (outside of top of bank to avoid encroachment permit)

Phase 2 (Master Plan and Costs for the design area. Phase 2 Construction Drawings not in contract)

- Trail Surface and Accessibility Enhancements (within design area)
- Enhanced Trail Vegetation Planting
- Enhanced Landscape and Access to the Lagoon
- Lagoon Clean-Up
- New ADA Walkways w/easy access to the Trail and Lagoon
- New Picnic Sites upper and lower

- New Restroom, Portland Loo and Plumbing (lift station?)
- Playground on upper level

SECTION 1 – SCOPE OF WORK
The following is an outline of the proposed Scope of Work for design and submittals for the project:

TASK 1 –PROJECT LAUNCH and PROJECT COORDINATION

1.1 Meet with the Client and Team to discuss the scope of work, design needs and specific goals for the project.
1.2 Create a design schedule and update through the project for all design tasks.
1.3 Perform Quality Control measures throughout the project.
1.4 Determine Client's wants and needs for the community and develop program of elements.
   a. Review ideas and gain a complete understanding of the project.
   b. Discuss all possible opportunities and study constraints directing the design.

TASK 2 – SITE ANALYSIS, TOPOGRAPHIC SURVEY and BASE DEVELOPMENT (Phase 1 and 2)

2.1 Site Visit and Analysis – onsite and surrounding analysis to confirm existing conditions.
   a. Study all site elements, conduct a site visit and view aerial.
   b. Confirm utilities and drainage on plans and onsite.
   c. Identify all onsite elements that are to remain or be removed.
   d. Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
2.2 Topographic Survey and Base Map – Use aerial photos and site survey to develop Base Map of existing site conditions.
   a. Research and review all existing info provided by the Client.
   b. Provide a topographic survey of the site with both phases included.

Deliverables:
- Site Base with existing conditions provided and developed from site visit w/ bubble diagram of general layout
- Topographic Survey for entire site

TASK 3 – MASTER PLAN, PROGRAM DEVELOPMENT and COST ANALYSIS (Phase 1 and 2 Items)

3.1 Develop schematic hand drawn plans for review.
   a. Include all elements of proposed program – Plan view schematic plan with descriptions of all elements / with options.
   b. Provide schematic options for possible building renovation or new building
   c. Develop an inspiration board showing all elements.
   d. Meet with the Client to review options provided by MDG.
3.2 Develop a preliminary Cost Estimate for all improvements.
3.3 Present Schematic Master Plan to Client for review and comment.
   a. Colored Master Plan, Inspirational Boards and Cost Analysis.

b. Assess design options, concepts and reassess prioritized elements.
c. Client to provide additional direction and comment.

3.4 Revise Schematic Master Plan to meet needs of Client per discussions and comments.

3.5 Revise Detailed Cost Analysis for Master Plan.
a. Breakdown of elements and material options.
b. Costs per all steps in schematic and final Master Plan process.
c. Identify Phase 1 Construction Drawings

3.6 Present Final Master Plan and Detailed Cost Analysis to Client and gain approval to move on to Design Development for the Phase 1 items.

Deliverables:

- Prioritized Program
- Master Plan Designs and Inspiration Boards
- Sketches, Color Renderings and 3D images
- Preliminary and Final Cost Estimates

TASK 4 – DESIGN DEVELOPMENT (50%) (Phase 1 items only)

4.1 Develop completed digital 50% design of project.
4.2 Provide details and specifications outline.
4.3 Present to Client for review and gain approval to start Construction Drawings.

DELIVERABLES:

- Design Development plans (50%)
- Meeting with Staff for Review and Comments

TASK 5 – COMMUNITY OUTREACH

5.1 One public meeting to obtain input from the community

TASK 6 – CONSTRUCTION DRAWINGS, SPECIFICATIONS and SUBMITTALS (75%, 100%-FINAL) (Phase 1 items only)

6.1 TITLE SHEET, NOTES and INSPECTION LISTS
6.2 EROSION CONTROL PLAN
6.3 DEMOLITION PLAN – Show location of all elements that require removal and offsite disposal.
6.4 CONSTRUCTION PLAN – Show location and layout of all proposed hardscape, lighting, etc.
a. Identify all paving locations, types, finish and detail reference.
b. Locate all existing conditions to remain including utilities.
c. Identify all material types and installation details.
6.5 GRADING and DRAINAGE PLAN – Show location and layout of all proposed grading, drainage and utilities.
a. Identify areas requiring imported soil for better drainage and plant health.
b. Identify all landscape mounds and earth shapes.
6.6 SOLAR LIGHTING PLAN – Lighting location and fixture type. Coordinate all electrical fixtures and play and security lighting in landscape with Electrical Engineer, as needed.

6.7 STRUCTURAL PLAN – Structural calculations for footings for play, walls and entry monumentation.

6.8 KIOSK CONSTRUCTION PLAN (*SEE ASSUMPTIONS BELOW THE COST SUMMARY*) – Show location and layout of Building.

a. Identify building layout and access.
b. Utilities for Building (Plumbing and Electrical).
c. Identify all material types and installation details.

6.9 IRRIGATION PLAN – Irrigation plan with complete water use information including all water use calculations for all planting areas.

a. Identify all irrigation water use zones (trees, shrubs and ground covers) along with mainline, new and existing valves, point of connection and meters.
b. Show new valves, flow valves and controller layout.

WATER USE CALCULATIONS, SCHEDULING and GUIDELINES

c. Provide water use calculations identifying maximum applied water allowance and quantity of water use.
d. Develop water use schedule with seasonal adjustments.

6.10 PLANTING PLAN – Identify all proposed plant species, water use, size and type.

a. Renovate and seed existing turf.
b. Drought tolerant, low-maintenance adaptive trees and plants and California natives where possible.
c. Provide all surface material, gravel, boulders, etc.

6.11 DETAIL SHEETS – Construction details of all proposed elements.

6.12 TECHNICAL SPECIFICATIONS – Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.

a. MDG to provide Bid Form with any needed Alternate Bid Items.
    1) Client to provide General Conditions, Special Provisions, Notice to Contractors, etc.

6.13 COST ESTIMATE – Calculations and detailed cost estimate to verify budget and bid documents.

6.14 Provide QA/QC throughout CDs along with updating project schedule throughout process.

6.15 SUBMITTAL – Sets of development plans for the Client; revise construction documents, as required, for approval. Submittal of construction drawings to Client will occur at 75% and 100%.

DELIVERABLES:

- Meetings with staff for Review and Comments
- Final Construction Plans – 75% and 100%

TASK 7 – BID and CONSTRUCTION ADMINISTRATION

7.1 Scheduled site-visits – Participate in five (5) months of administration. Perform ten (10) project site visits with the project contractor and City staff. Typical site inspections include:

a. Kick-off with contractor to discuss methodology and schedule.
b. Rough grading and drainage prior to hardscape construction.
c. Site accessories such as concrete, utilities and access.
d. Hardscape layout and forming prior to pouring concrete and sample finish.
e. Irrigation installation, mainline pressure, trench depth, backfill, clock adjustments and system operations.
f. Plant material inspection. (Onsite, coordinate previously prior to planting)
g. Spray ground layout and operation.

h. Pre-maintenance period observation and punch list to confirm completion.
i. Final walk-through/post-maintenance period punchlist.

7.2 Electrical and Irrigation as-built drawings developed from contractor input drafted by MDG, contractor to provide all onsite data for review prior to MDG completing as-built.

7.3 Project close-out support and certification.

COST SUMMARY PER TASK

TASK 1: PROJECT LAUNCH and PROGRAM DEVELOPMENT	$ 2,475
TASK 2: SITE ANALYSIS, TOPOGRAPHIC MAP and BASE DEVELOPMENT	$ 15,000
TASK 3: MASTER PLAN, PROGRAM DEVELOPMENT and COST ANALYSIS	$ 14,500
TASK 4: DESIGN DEVELOPMENT (50%)	$ 24,700
TASK 5: COMMUNITY OUTREACH	$ 4,800
TASK 6: CONSTRUCTION DRAWINGS, SPECS and SUBMITTALS (75%, 100%-FINAL)	$ 35,000
TASK 7: BID and CONSTRUCTION ADMINISTRATION	$ 6,700
TOTAL	**$103,175**

If the project scope changes in a way that will cause additional work beyond this contract, Landscape Architect will dictate an addendum to the Contract and notify Client prior to exceeding the estimate. Reimbursable expenses are included for deliverables noted above. Additional Services and reimbursables exceeding expectations shall be billed on an hourly rate / expense basis in accordance with MDG's Schedule of Rate.

ASSUMPTIONS: This project includes providing design for the Kayak Kiosk. If the kiosk is determined not to be a part of Phase 1 Construction, the Contract total would be reduced by $12,000. See attached preliminary drawing from Streamline to understand the current project.

SECTION 2 – BASIS OF COMPENSATION

Compensation due Consultant for services described in Section 1 shall be a not to exceed fee of **$103,175.** Charges for Services described in Section 1 shall be billed monthly in proportion to the work completed. Client agrees to pay Consultant within thirty (30) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received. For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with MDG's Schedule of Rates. Schedule of Rates to be provided at the time Additional Services are requested.

SECTION 3 – ADDITIONAL SERVICES

Services not described in Section 1 shall be provided if authorized in writing by Client.
Additional Services include but are not limited to:

1. Additional meetings, site visits or inspections during construction.

2. Permitting fees.
3. Construction permits will be by construction contractor.
4. Work involving environmental impact reports or initial study.
5. Civil engineering or design for off-site improvements.
6. Structural engineering or geotechnical reports.
7. Construction material testing such asl concrete density or soil compaction tests.
8. Work involving making or processing applications for additional permits.
9. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents outlined in Section 1.
10. Any service or reimbursable expense not included in or in excess of Section 1 that are provided by Melton Design Group, Inc. at your request or concurrence.

SECTION 4 – MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for the time of 6 months, after which, if a contract has not been executed, MELTON DESIGN GROUP, INC. reserves the right to revise billing rates and fee amounts.
2. If the Client deems a delay of scheduled deliveries or other due dates is needed, the Client may do so by written notice to the Consultant. Delays of six (6) months or more will result in a fee increase of 5% every six (6) months while the project is delayed.
3. Charges for Services shall be billed in proportion to the work completed. Invoices are due and payable within 30 days of receipt. Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received.
4. This Agreement is construed and governed by the laws of the State of California. The venue for any proceeding brought by either Party in regard to any provision or obligation arising under this Agreement shall be in the county where the project is located.
5. This Agreement is the entire and integrated agreement between Client and MDG and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and MDG.
6. If any term or provision of this Agreement is held as a matter of law to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect and be enforceable without such provisions, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
7. Neither Client nor MDG shall assign this Agreement without the written consent of the other.
8. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
9. MDG agrees to provide its professional services with its best skill and judgement in accordance with this Agreement; Federal, State and local laws and regulations and the generally accepted Standard of Care for Landscape Architects which are in effect at the time of this Agreement in all ways to further the interest of the Client and project(s). MDG shall furnish the services in an efficient manner and shall use its best efforts to see that the project is completed in conformity with the terms of this Agreement and consistent with the interest of the Client.
10. MDG shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action and other data supplied to MDG for the project.

11. MDG agrees that its officers and employees do not now have a conflict of interest with respect to any aspect of this Agreement and that MDG, its officers or employees, will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of services.
12. MDG shall maintain in force throughout the term of this Agreement insurance adequate by industry standards for professional liability and comprehensive general liability to insure against any claim or claims for damage arising in connection with MDG's performance or service provided under this Agreement.
13. Irrespective of any other term in this Agreement, MDG shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another party's errors or omissions or for another party's failure to complete their work or services in accordance with MDG's documents.
14. Both Client and MDG agree to indemnify the other Party; its officers, directors, employees and agents; defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except to the extent arising solely from the gross negligence or willful misconduct of either Party.
15. Client and MDG waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. MDG's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against MDG for claims, disputes or other matters in question arising out of or relating to the Project.
16. Neither the Client nor MDG shall have any liability for any negligent act or omission of the other, its employees, officers or agents. In no event shall either Party be liable to the other Party for indirect or consequential loss of or damage to profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.
17. To the extent damages are covered by property insurance during construction, Client and MDG waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or MDG, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
18. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
19. MDG shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting standards. Such records shall be available to the Client or the Client's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Client shall have the right to audit and to verify the details set forth in MDG's billings, certificates and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.
20. If either Party to this Agreement institutes a proceeding in court to enforce any provision of this Agreement, or for damages by reason of any breach of this Agreement, then the Prevailing Party will

be entitled to recover from the other Party all costs of the suit, including, without limitation, court costs and such amounts as the court may award as reasonable attorney's fees and expenses for services rendered to the Prevailing Party during the proceedings.

21. MDG shall treat any Client-supplied information or information pertaining to the Client's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Client in writing.
22. All drawings, documents, etc. prepared by MDG and MDG's sub-consultants in the course of implementing this Agreement are and remain the property of MDG. The Client has the right to use such materials at its discretion for the project named in this Agreement without further compensation to MDG or to any other party. The Client's use of provided drawings, documents, etc. and/or the use of incomplete documents outside of the project specified in, or the purpose intended by, this Agreement without written authorization from MDG is not permitted. Any such use will be at the Client's sole risk. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MDG, and any of MDG's sub-consultants, for any claims, damages, losses and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to, any of the Project Documents not performed by MDG.
23. This Agreement may be amended by written agreement of the Parties.
24. This Agreement may be terminated by either party with or without cause, provided the other party is given not less than five calendar (5) days' written notice of intent to terminate (delivered by certified mail, return receipt requested). Client shall pay MDG the reasonable value of services rendered by MDG or MDG sub-consultants prior to termination.
25. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:
    Landscape Architects Technical Committee
    2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

Let us know if you have any questions concerning this proposal. If the above meets your approval, please sign and return a copy.

Sincerely,

Greg Melton, President / CEO
Principal Landscape Architect RLA #4217
Melton Design Group, Inc.

2025 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	$225.00 / hour
Senior Project Manager	$205.00 / hour
Project Manager	$180.00 / hour
Irrigation Specialist	$165.00 / hour
Senior Production Specialist	$150.00 / hour
Production Specialist	$125.00 / hour
Administration	$105.00 / hour
Drone Pilot Technician	$195.00 / hour

REIMBURSABLE EXPENSES

B & W Copies 8.5” x 11”	$ .42 each
B & W Copies 11 x 17	$ .68 each
Color Copies 8.5 x 11	$ 1.65 each
Color Copies 11 x 17	$ 3.05 each
Binding Covers 8.5 x 11	$ 3.70 each
Binding Covers 11 x 17	$ 7.10 each
B & W 24 x 36 Print	$ 6.85 each
B & W 30 x 42 Print	$ 10.00 each
Color 24 x 36 Print	$35.30 each
Color 30 x 42 Print	$51.45 each
Premium Color Glossy Plan Print	$76.65 each
Foam Core 24 x 36	$15.75 each
Foam Core 30 x 42	$18.65 each
Flash Drive	$11.55 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	$ .75 per mile

***Note:* Rates subject to change after one year of proposal**

I hereby authorize Melton Design Group, Inc. to proceed with the work as set forth in this contract.

Date:_____ By: _____

Print Name: _____

Title: _____

Company: _____

CONTACT INFO and EMAIL ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name and Title: _____

Company Project # or Reference Name: _____

Phone #: _____ Email: _____

Mailing Address: _____

State / Zip Code: _____

If more than one recipient for billings, please add Email below.

Email: _____

All checks are to be mailed to: **Melton Design Group, Inc.**
820 Broadway Street
Chico, CA 95928

Billing Questions: **Teresa Walsh, Controller**
(530) 899-1616, Teresa@meltondg.com

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JASON WINES, INTERIM CHIEF OF POLICE**

RE: **COMMAND STAFF STRUCTURAL CHANGE**

DATE: **APRIL 15, 2025**

SUMMARY

To better meet operational needs, staff recommend the conversion of the vacant Assistant Chief of Police allocation to a third Lieutenant allocation within the Police Department.

DISCUSSION

The City of Oroville created an Assistant Chief (AC) of Police position to streamline a succession plan for the Oroville Police Department. Since January 2025, the police department has undergone significant changes in structure, with an emphasis on how to best serve our community. With a fresh direction and a significant shift towards proactive enforcement, I am recommending the creation of a new detective bureau and community response team.

In reviewing a long-term strategy for the department, I feel converting the existing allocation of Assistant Chief to a third Lieutenant position will better meet the needs of the department. The addition of the third lieutenant would allow for the following administrative breakdown (numbers based upon staffing levels):

1) Investigations Lieutenant supervisory responsibilities

   Detective Bureau: 2-4 detectives, responsible for reactive investigations for all major crimes to included, but not limited to: homicide, child abuse, sexual assaults, violent assaults, any violent felonies.

   “Strike” team: One sergeant and three to four detectives responsible for working with patrol and the community to identify problem areas within the community. This team is designed to be proactive in problem solving and community engagement.

2) Patrol Lieutenant responsibilities

Four patrol teams, each consisting of one sergeant and between 3-5 officers.
School Resource Officers, currently 3 staffed positions
10-12 Municipal Law Enforcement Officers

3) Operations Lieutenant responsibilities

Mandated reporting requirements
Policy development and enforcement
Records/ Office Administration supervision
Dispatch supervision
Equipment and maintenance
District Attorney Liaison
Professional Standards

FISCAL IMPACT

No fiscal impact anticipated.

RECOMMENDATION

APROVE THE DELETION OF THE VACANT ASSISTANT CHIEF ALLOCATION; AND APPROVE THE ADDITION OF A THIRD LIEUTENANT ALLOCATION.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JASON WINES, INTERIM CHIEF OF POLICE**

RE: **CONVERSTION OF TWO UNFILLED MUNICIPAL LAW ENFORCEMENT ALLOCATIONS TO DISPATCH AND RECORDS TECHNICIAN**

DATE: **APRIL 15, 2025**

SUMMARY

To optimize resources, the department proposes eliminating two unfilled Municipal Law Enforcement (MLE) allocations and reallocating funds to address current staffing shortages, specifically: one (1) Dispatch position and one (1) Records Technician position. These reallocations will improve department efficiency while reducing overall costs.

DISCUSSION

The Oroville Police Department relies on non-sworn Municipal Law Enforcement (MLE) personnel to support patrol operations. MLE personnel assist with lower-priority calls, such as traffic collisions, parking enforcement, cold crime reporting, and homeless encampment issues. The program has also served as a valuable pipeline for developing future police officers.

At the start of FY 2024-25, the department was allocated 17 MLE positions. In late 2024, two allocations were converted to Community Navigators and transferred to Code Enforcement, reducing the total to 15 MLE positions.

Historically, the department has unable to staff more than nine (9) MLEs at a time, and current staffing levels stand at:

- 7 active MLEs
- 1 assigned to evidence
- 1 in background processing

With upcoming academy enrollments and other potential transitions, MLE staffing is projected to decrease. We are currently in the hiring process and have several highly probable candidates, which could increase MLE staffing levels.

FISCAL IMPACT

Negligible. The positions of Dispatcher, Records Technician and MLE are all similar salary ranges and the requested conversion causes no significant budget modifications.

RECOMMENDATION

Approve the reduction of MLE budgeted allocations from 15 to 13;

Approve the addition of one (1) Dispatcher allocation; and

Approve the addition of one (1) Records Technician allocation.

.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JASON WINES, INTERIM CHIEF OF POLICE**

RE: **PURCHASE AND UPFITTING OF FIVE NEW POLICE VEHICLES FOR POLICE DEPARTMENT**

DATE: **APRIL 15, 2025**

SUMMARY

The Council will consider authorizing, not to exceed $275,000, for the purchase and equipment upfitting of five new vehicles for the Oroville Police Department.

DISCUSSION

The Oroville Police Department is requesting a not to exceed cost of $275,000 to purchase and equip five new vehicles to enable newly hired administrative and investigative personnel with functioning police vehicles. After a thorough review of existing equipment, staff are lacking sufficient vehicles to meet our projected staffing levels. Based upon current hiring trends, we are not anticipating the need to purchase all vehicles needed when fully staffed, however we are in immediate need of five non-patrol vehicles. The purchase of these vehicles will help fill immediate needs and directly support the mission of the Oroville Police Department and prevent sworn personnel from driving their personal vehicles in a police function, as has recently happened.

In addition, after further review of our fleet, staff found some administrative vehicles are not fuel efficient and are designed for a patrol function. Patrol vehicles have a specific purpose and are outfitted accordingly, which is not necessary for administrative or investigative capacity. The requested vehicles will maintain a police function, but will focus on enhanced fuel efficiency, support investigative efforts and be equipped only with the necessary equipment. This investment is essential to ensure investigators have reliable transportation and are equipped with the necessary tools to respond effectively to emergencies and conduct critical investigations, without the additional costs of a regular patrol vehicle.

Two of the requested vehicles will be designated for administrative use. These vehicles will prioritize fuel efficiency to minimize operational costs while allowing supervisors and

command staff to respond promptly to incidents, attend community meetings, and support field operations as needed. Investing in fuel-efficient models will also reduce the department's environmental footprint. Whereas normal, fully equipped vehicles cost between $75,000 - $80,000, transitioning to smaller vehicles with reduced equipment reduces the purchase and installation cost to a range of $40,000 to $45,000. Staff have received a vehicle bid estimate, and another for equipment, for approximately $42,000, for a total of $84,000 for these two administrative vehicles.

The remaining three vehicles will support the Investigations Division. These vehicles are vital for conducting surveillance, gathering intelligence, and performing other specialized duties. Investigators often require unmarked vehicles with discreet profiles to operate effectively in covert scenarios. Outfitting these vehicles with covert radios, emergency lights, and sirens ensures investigators can still effectively respond to emergent situations while maintaining necessary communication with dispatch and other officers. The Department is intending to use $185,000 for the purchase of said vehicles and equipment.

This $269,000 investment will provide the Oroville Police Department with reliable, modern vehicles that align with the department's mission to protect and serve the community. Ensuring officers have dependable equipment directly contributes to enhanced safety and improved service for Oroville residents.

While we expect the cost to be what we have current bids, a not to exceed value of $275,000 is requested to ensure any unforeseen costs are accounted for.

FISCAL IMPACT

Not to exceed $275,000 to be allocated from the Capital Asset Replacement fund 300.3000.8020 for the immediate purchase of five vehicles.

RECOMMENDATION

Authorize $275,000 for the Oroville Police Department to purchase five new vehicles.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JASON WINES, INTERIM CHIEF OF POLICE**

KELIECIA RILEY, PUBLIC INFORMATION OFFICER

RE: **PURCHASE OF COMMUNITY CONNECT (SPIDR SUITE) AUTOMATED NOTIFICATION SYSTEMS SUBSCRIPTION**

DATE: **APRIL 15, 2025**

SUMMARY

The Council shall consider authorizing the Oroville Police Department (OPD) to purchase Community Connect (SPIDR Suite) Automated Notification Systems for one year to improve customer service and communication within the City.

DISCUSSION

OPD is committed to improving its services to the community by leveraging modern technology to enhance communication and transparency. Currently, communication between the police department and the public, particularly crime victims, witnesses, and reporting parties, is handled manually or through traditional means, which can result in delays or gaps in providing timely updates. Community Connect (SPIDR Suite) is a leading technology platform designed to automate police department notifications and surveys. It allows departments to send personalized updates via text and email, keeping victims and reporting parties informed on the status of their cases and promoting transparency in policing. The system also enables feedback collection to improve public safety services. This would allow the OPD to increase efficiency and engagement while reducing administrative workload.

The Community Connect (SPIDR Suite) system is widely adopted by law enforcement agencies across the country, with demonstrated results in increasing public satisfaction and trust. Key features of the system that would directly benefit and improve the service of the department include:

- Automated Communication & Community Engagement: Provides real-time updates to 9-1-1 callers, reporting parties, and crime victims via text messages and emails. Ensures immediate acknowledgment of calls and informs of delays or case progress. Sends customized notifications and surveys to gather community feedback.

- Patrol Module: Updates 9-1-1 callers with response times, delays, and case closures.
- Investigation Module: Keeps crime victims informed about case progress, detective assignments, and court proceedings.
- Insights Module: Gathers feedback from community members via automated, mobile-friendly surveys.
- Community Engagement Module: Enables agencies to send updates on road closures, public events, and safety notifications.
- Integration: Works with existing CAD and RMS systems, offering customizable workflows and multilingual support.
- Public Trust & Transparency: Enhances community relationships by proactively providing updates and reducing non-emergency calls.
- Data-Driven Insights: Provides analytics dashboards and survey feedback to measure performance and improve service quality.

FISCAL IMPACT

The total cost for implementing Community Connect (SPIDR Suite) is $24,840.00 for the first year, including a 10% discounted setup fee and taxes. Annual subscription costs thereafter will be $15,840.00 per year. These funds are proposed to come from the Police Department's Software Expense Budget 6410.

RECOMMENDATION

Authorize Community Connect (SPIDR Suite) subscription; and
Authorize staff to sign necessary documents.

ATTACHMENTS

None.



SPIDR Tech

Provide the Service Your Community Deserves

SPIDR TECH
— A VERSATERM PUBLIC SAFETY COMPANY —



Building Goodwill with Community Engagement

You are an essential service organization. Yet the bar for what is expected continues to rise because of the service delivered in the private sector, often using technology. Community members trust organizations that provide immediate communication and transparency.

These same innovative solutions can help your agency serve people the way they want to be served without an additional resource burden. This care can translate into goodwill.

Our platform enables you to provide better service by automating 9-1-1 caller and reporting party updates, providing enhanced victim care, and allowing for ongoing communications with your community.

- **Patrol Module**
- **Investigation Module**
- **Insights Module**
- **Community Engagement**



Versaterm's SPIDR Tech

Serve people where they are— the way they want to be served

Your relationship with your community begins with your customers. Build trust while optimizing your agency's operations with the world's first automated customer service solution for public safety.

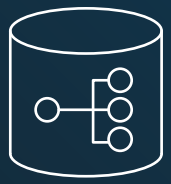
The suite builds upon best practices in the private sector and development was driven by years of on-the-ground experience in law enforcement. SPIDR Tech is designed to reduce administrative call volumes after a request for service is made, as well as lower resource demand on dispatchers, detectives, patrol officers, and other staff.

Enhancing these communications helps public safety agencies improve public perception, build goodwill, and decrease liability.

How SPIDR Tech Works

Update 9-1-1 callers, reporting parties, and victims automatically with customizable text messages and emails triggered by your RMS and CAD data. Send text-based surveys after an interaction with your agency to gather feedback and gain insights.

SPIDR Tech fits around your communications and investigation workflows.



INTEGRATE
Connects with your agency's CAD/RMS system



IDENTIFY
Determines the best way to engage the victim or caller: email or text



SEND
Automatically sends a custom message



GATHER
Collects feedback through mobile-friendly surveys

Features

Total Control
Decide which CAD calls and crimes generate an automated message

Easily Customizable
Choose your message text, questions, and when it should be sent

Multilingual
Provide translations for languages represented within your community

Simple Integration
Keep your existing CAD and RMS and let the platform modernize it

Fully Automated Surveys
Surveys are triggered by your RMS and CAD data

Built-In Analysis
Reports show trends based on variables such as location, officer, crime type, and more

High Response Rate
Mobile-friendly surveys sent at optimal times have seen a higher response rate compared to traditional survey methods



Patrol Module

Provide immediate communication after an emergency call

Ensure emergency lines remain more available by communicating with 9-1-1 callers and reporting parties about the status of their request. By keeping them informed and reassured, you can reduce the number of admin calls required as well as callbacks.

Acknowledge Callers

Once an event is generated in your CAD, you can automatically send a text acknowledging the call and provide them with additional information and resources

Inform of Delays

If an event is waiting in your CAD for an extended period, you can automatically send a text informing them of the delay

Close the Loop

Once an event is cleared, the Patrol module can automatically send a text to the caller asking for feedback on their interaction

How Your Agency Benefits

Declining satisfaction Lack of regular communication can lead to dissatisfaction or a negative perception of your agency	**Improve satisfaction** with automatic informational updates and resources related to their call or situation
High call volumes & workloads Can create a perception of unresponsiveness	**Relieve stress** on dispatchers, officers, and others by reducing admin calls and callbacks
Difficulty gathering feedback Typical methods have a <1% response rate and may not be from those who received service	**Send automatically and directly** to the person after an interaction
Wavering morale Difficulty collecting and sharing positive feedback	**Support a positive culture** and boost morale with near real-time quantifiable data
Escalating liabilities & problems Low visibility into issues that could become larger problems	**Identify improvement areas** before they get out of control using survey insights



SPIDR Tech Modules

Designed to Fit Your Agency's Needs



Patrol

Acknowledge & update your 9-1-1 callers and reporting parties



Investigations

Communicate with & provide more support for crime victims during the investigation



Insights

Gather & analyze feedback on your services



Community Engagement

Allow community members to opt-in to receive important messages and surveys

Automated Updates

Reporting parties are your customers, too. Some may be calling you on their worst day, while others may be calling as a good Samaritan

BENEFITS FOR

Community Members

Whether they're a victim, witness, or passerby, calling 9-1-1 can be extremely stressful. They spend their time giving dispatch the needed information while gaining very little information in return.

The Patrol Module allows your agency to provide automated updates, such as acknowledging the call, offering resources, or letting them know there will be a delay. This alleviates community member frustration of not knowing what is happening.

Officers

Your dispatchers can only convey a limited amount of information to callers before the call ends. You can set expectations for your response by providing updates on officer arrival times or sending special instructions.

By providing basic updates about their call, you reduce the likelihood that they are going to contact you for more information which reduces admin calls. You also improve their experience and enhance the perception of your agency with that caller.



Investigation Module

Offer your crime victims more care

Delivering outstanding service to crime victims is an important part of your agency's work. Once an officer submits a crime report, the platform can automatically begin sending follow-up emails and text messages that will keep them informed as the investigation progresses. Agencies have seen a 40% decrease in incoming administrative call volume with this module alone.

Acknowledge

Once a crime report has been submitted, the module can automatically send an email and/or text message to victims. This provides them with the information they need and help understanding the next steps

Keep Victims Updated

Automatically send emails and text messages to victims, including detective assignments, case dispositions, and any other updates in your RMS and case management systems

Close the Loop

When an arrest is made, updates victims automatically of any court proceedings or case-related information

Serve Crime Victims

Regulations to provide more services and support to victims of crime from social agencies continues to grow and many require notifications about the investigation, court dates, and criminal releases

BENEFITS FOR

Community Members

Crime victims want to know that they have been heard and something is being done. They need basic information, such as their report number or the name of the officer who took their report.

With the Investigations Module, you can provide what they require before they feel the need to call the department and ask. This type of full-service engagement matches the level of expectation set by what they experience in the private sector.

Officers

Community members often feel like they must jump through hoops to get the service they want, and they often lodge complaints or walk away with a negative perception of law enforcement. Every time that happens, it costs your agency money and makes it more difficult to accomplish your mission.

This module ensures that every victim gets the information they need, preventing those negative outcomes. Not only does this help improve your victim experiences, it mitigates liability and saves your agency personnel time.



Insights Module

Measure and improve your community interactions

Gather consistent, quantifiable feedback from the community members you interact with. Turn this feedback into actionable insights, and always know where you stand. Automatically send short, mobile-friendly surveys after a victim or 9-1-1 caller interacts with your agency.

Automated Surveys
Gather consistent, quantifiable feedback from the community members who interact with your officers, dispatchers, and others

Customizable Questions
Ask the questions that matter most to you and your community

Analyze Via Spotlight Dashboard
Results of each survey response is added to the dashboard for visualization (charts, graphs, etc.) and analysis, including raw data than can be filtered

Actionable Insights

Ongoing survey data lets you develop a baseline of customer satisfaction and see how the community responds to changes and initiatives within your organization

BENEFITS FOR

Community Members



Give community members a convenient way to provide feedback on their interaction with officers, call-takers, and other staff. In addition to high-level customer satisfaction questions, you can ask about any issues your community cares about. They'll automatically receive a text with a link to a short, mobile-friendly survey.

Officers



Most agencies have difficulty getting quantitative data on how their community feels about their service. At best, they may send a survey through the city once every couple years. Automatically collecting survey information from the people who interact with your officers cuts through the noise so you can measure satisfaction over time and identify problems early. Agencies are using this survey data for CompStat and to quantify their success.



Connect with Your Community

Push out key updates and surveys to opted-in community members without needing to rely on social media

Send Text Blast Notifications

Alert community members of active road closures or other incidents that might impact access or travel in certain areas

Ask Your Community for Feedback

Create ongoing engagement with regular communications and requests for feedback on various topics – multilingual and list segmentation options available

Invite Your Community to Events

Let community members know about upcoming events such as quarterly agency meetings or meet-and-greet opportunities



Testimonials

Testimonials



SPIDR Tech helps public safety agencies go from behind-the-curve to industry leaders when it comes to customer service.

— Chief (Ret.) Jeff Halstead,
Fort Worth Police Department, TX



SPIDR Tech not only saved us tens of thousands of dollars, but also thousands of hours of manpower. And we're providing our community with customer service that we couldn't have provided before.

— Chief John Peters,
Grover Beach Police Department, CA



SPIDR Tech is helping us complete telephonic reports, which are vital to our COVID response plan. It is keeping both our officers and our community members safer while we adapt to these new circumstances.

— Chief William McManus,
San Antonio Police Department, TX



About Us

SPIDR Tech, a Versaterm Public Safety company, was founded by former law enforcement officers to help agencies leverage their own data to improve public perception and increase efficiency in excellent customer service. Our solutions keep community members apprised of all case updates through automated communications over text or email. Visit spidrtech.com.

Versaterm Public Safety is a global public safety solutions company helping agencies transform their organizations. We have an ecosystem that enhances community safety by creating purposeful integrations. Formed in 1977, our dedication to public safety is demonstrated by an unwavering commitment to customer satisfaction and outcomes powered by innovative solutions developed with innovative technologies. Visit versaterm.com.

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rev20230615

SPIDR Engage Platform

Technical Overview

Abstract

This document provides a high-level overview of the SPIDR Engage platform from a technical perspective. The goal of this document is to provide technical personnel with the information needed to assess the scope and the feasibility of deploying the Engage platform. SPIDR provides interfaces with your agency's existing systems as a professional service, which is included in our contract. The technical aspects of most deployments are typically completed within 1 - 2 weeks.

Platform Overview

The SPIDR Engage platform is a cloud-based, software as a service platform that is used by dozens of agencies to provide automatic, templated communications to 9-1-1 callers and victims of crime. To do so, the platform integrates with your agency's existing CAD & RMS systems in a read-only fashion.

Highly Configurable

The platform is highly configurable and modular, allowing for complete customization to match your agency's policy. All messaging is disabled by default. During the deployment process, our customer success team will work with your agency's personnel to determine the specific scenarios in which messages should or should not be delivered.

Configuration options include (but are not limited to):

- What call types & offense codes should generate messages
- What call types & offense codes should prevent messages from being generated
- The contents of each message (on a per-category basis)
- The amount of time to delay before sending a message (on a per-category basis)
- "Do Not Disturb" windows
- The maximum age of data received (to prevent undesired messaging for old cases)

Modular Functionality

The platform is broken down into specific modules that align with the systems they integrate with. With the exception of the Insights module, each module can be deployed & function separately from the others.

Patrol Module

- Integrates with CAD
- Automatically sends text messages to 9-1-1 callers:
    - As a receipt for a call for service
    - To inform the recipient of a delayed arrival after a pre-configured threshold

Investigations Module

- Integrates with RMS
- Automatically sends text messages and emails to victims of crime:
    - When a crime report filed and approved
    - When an arrest is made
    - When a detective is assigned
    - When the case status is updated

Insights Module

- No additional interfaces needed
- Automatically sends survey invites to 9-1-1 callers and victims of crime
- Surveys are filled out on an online, mobile-friendly web page
- Results are automatically emailed to your agency on a daily basis

Cloud-based Infrastructure

Lightweight Infrastructure

As a cloud-based service, nearly all of the platform's infrastructure is hosted within the cloud -- only the data interfaces need to be hosted within your agency's network. The data interfaces consist of PowerShell scripts that can be deployed as Windows Scheduled Tasks to any machine running Windows Server 2016 or newer. These interfaces are lightweight (queries are incremental and read-only) and can be deployed alongside pre-existing interfaces on a pre-existing machine. We recommend provisioning a small SQL Server database for interface logging purposes (less than 1 GB in size).

Hosted Within AWS GovCloud

SPIDR's infrastructure is hosted within the us-gov-west-1 region of the Amazon Web Services (AWS) GovCloud offering. GovCloud regions comply with the FedRAMP High baseline, and have been used by multiple agencies to run CJIS workloads in the cloud.

CJIS Compliance

We follow the CJIS Policy guidelines as a framework for our security posture. All of SPIDR's employees have signed the CJIS Security Addendum, and a detailed matrix of our compliance with the CJIS Policy is available upon request. All data (including backups) within our platform is encrypted in-transit and at-rest.

CAD / RMS Interfaces

The platform has been integrated with a number of existing CAD / RMS vendors. We provide interfaces with CAD / RMS systems as a professional service which is included in our standard contract. These interfaces are designed to be as light-weight as possible. From start to finish, interfaces with CAD / RMS systems are typically accomplished within 1 - 2 weeks, and usually only require 1 - 2 business days of implementation effort.

A typical interface consists of a PowerShell script that is deployed as a Windows Scheduled Task within your agency's network that runs read-only, incremental queries against a SQL-based datasource. The actual setup and configuration of an interface is done under the supervision of your agency's technical staff. As these interfaces are read-only, no data is written back to the source CAD / RMS, and it is usually not necessary to involve the CAD / RMS vendor in the interfacing process.

Pre-existing Interfaces

SPIDR has a library of pre-existing interfaces for a number of common CAD / RMS vendors and systems. These pre-existing interfaces may be leveraged as a starting point for your agency's own interface, reducing the amount of time and effort needed to implement the platform.

Interface Customization

SPIDR's interfaces are flexible, and can be tailored to meet the specific requirements of your agency. Our interfaces are developed to transfer only the data needed to power the platform, and data redaction / suppression can be performed agency-side before leaving your agency's network.

Data Used

SPIDR recommends that the scope of data to be sent to the platform be limited to only the data required to actually power the platform. This ensures that our interfaces are light-weight and limits the exposure of your agency's data.

For CAD interfaces, the platform requires basic CAD event metadata, including:

- CAD event number
- Timestamps (call taken, dispatched, en-route, on-scene, cleared, closed)
- Call type
- Reporting party phone number

For RMS interfaces, the platform requires basic case metadata, including:

- Case report number
- Report date & time
- Division / beat
- Case management information
    - Assigned personnel
    - Case status
    - Case status timestamps
- Involved parties
    - Name
    - Contact information
- Offense codes

For a more detailed look at the data points used to power the platform, our data points documentation is available upon request.

Domain White Labeling

The platform offers the ability to fully brand all messages and links with your agency's logos and URLs. To accomplish this, the customer agency selects a new subdomain on top of the agency's existing DNS infrastructure to transparently route all of the Engage platform's services through.

DNS Implementation

SPIDR will provide 4 CNAME records for the agency's chosen subdomain. These records provide standalone web and email services for the Engage platform -- there is no need to

modify your agency's existing web or email infrastructure to integrate the platform. Email services for the subdomain are automatically secured using SPF and DKIM records. Web services are secured through the use of SSL certificates, TLS connections, and HTTPS.

User Management

The platform offers Single Sign On (SSO) through an integration with your agency's identity provider. This approach allows for centralized user management using your agency's pre-existing directory and is our recommended approach for when a SAML 2.0-compliant identity provider is available.

For agencies that do not have AD FS or an equivalent identity provider currently deployed, we offer a CJIS-compliant password-based authentication solution that is internal to the platform as a backup.

Given the automated nature of the platform, we have generally found that individuals who work in analytical and/or administrative capacities benefit the most from having login access. The platform does not depend on users logging in. Providing login access to the rest of your agency's staff is optional.

A-3545

Versaterm Public Safety US, Inc.
1 North MacDonald, Suite 500
Mesa, Arizona USA
85201

Company Information

Prepared By	Michael Shaw	Email	michael.shaw@versaterm.com
Quote Name	Oroville Police Department (CA) - SPIDR Suite - FY24	Quote Number	00005373
		Expiration Date	2025-06-30
Created Date	2025-02-25		

Customer Information

Contact Name	Keliecia Riley	Phone	(530)538-2481
Title	Administrative Assistant	Email	kriley@oropd.org
Account Name	Oroville Police Department (CA)	Bill To	2055 Lincoln Street Oroville CA 95966 USA

Quote Line Items

Product	Billing Type	Quantity	Sales Price	Total Price	Line Item Description
SPIDR Platform: Patrol Module	Recurring	40.00	USD 99.00	USD 3,960.00	
SPIDR Platform: Investigations Module	Recurring	40.00	USD 99.00	USD 3,960.00	
SPIDR Platform: Insights Module	Recurring	40.00	USD 99.00	USD 3,960.00	
Community Engagement Module - Level 2	Recurring	40.00	USD 99.00	USD 3,960.00	
Deployment and Installation: Three System Deployment	One-Time	1.00	USD 9,000.00	USD 9,000.00	10% Discount

Totals

Quote Currency	USD	One-Time Charge Total	USD 9,000.00
Net Terms	Net 30	Recurring Charge Total	USD 15,840.00
Contract Term	1 Year	Subtotal	USD 24,840.00
		Grand Total	USD 24,840.00

Terms and Conditions

TERM:

By signing this quote, the Customer is hereby bound to the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

Quote Acceptance

Signature: _____

Name: _____

This quote does not include any applicable taxes.

Title: _____

Date: _____

This quote does not include any applicable taxes.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **FIRST READING OF AN ORDINANCE TO ADOPT THE UPDATED STATE OF CALIFORNIA LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONE MAP**

DATE: **APRIL 15, 2025**

SUMMARY

The California Department of Forestry and Fire Protection (CAL FIRE) has updated the Fire Hazard Severity Zone (FHSZ) map, identifying areas within the City of Oroville that are designated as Moderate, High, or Very High Fire Hazard Severity Zones. Pursuant to California Government Code Section 51179(a), the City is required to adopt these updated designations within 120 days of receiving CAL FIRE's recommendations.

This staff report presents an ordinance for City Council adoption to comply with state requirements. Adoption of the updated FHSZ map ensures the City remains eligible for state fire prevention funding, aligns with wildfire mitigation policies, and strengthens local resilience against wildfires.

DISCUSSION

The State of California requires local jurisdictions to integrate updated Fire Hazard Severity Zone maps into their planning processes to enhance public safety. These maps are based on scientific assessments that consider vegetation, topography, fire history, and climate trends. The new designations impact building codes, land use planning, real estate disclosures, and fire prevention efforts.

Key implications of adopting the updated FHSZ map include:

- **Building Code Compliance:** Structures in designated fire hazard zones must meet enhanced fire-resistant construction standards.
- **Defensible Space Requirements:** Property owners must clear vegetation and maintain defensible space to mitigate fire risks.
- **Real Estate Disclosure Obligations:** Sellers must inform buyers if a property is located in a fire hazard zone.

- **Insurance Considerations:** Insurance providers may use these designations to determine coverage requirements and premiums.

Failure to adopt the updated map may result in state non-compliance, impact funding eligibility, and increase wildfire risk exposure. The City's adoption of this ordinance will ensure alignment with state regulations and enhance fire safety efforts.

FISCAL IMPACT

There is no direct financial cost associated with adopting the updated FHSZ map. However, compliance with state-mandated building standards and fire prevention measures may require additional administrative resources for enforcement and public outreach. Staff will monitor these impacts and provide updates as needed.

ACTION REQUESTED -

1. Conduct a first reading and introduce the ordinance adopting the updated Fire Hazard Severity Zone map as provided by CAL FIRE.
2. Direct staff to implement public outreach efforts to inform affected property owners and stakeholders.
3. Authorize city departments to integrate updated fire safety requirements into planning and permitting processes.

ATTACHMENTS

1. Proposed Ordinance for Adoption of the Updated Fire Hazard Severity Zone Map.
2. Updated Fire Hazard Severity Zone Map for the City of Oroville.

CITY OF OROVILLE
ORDINANCE NO. 1889

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING THE UPDATED CAL FIRE 2025 LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONE MAP FOR THE CITY OF OROVILLE

WHERAS, the California Department of Forestry and Fire Protection (CAL FIRE) has updated the Fire Hazard Severity Zone (FHSZ) map, identifying areas within the City of Oroville as Moderate, High, or Very High Fire Hazard Severity Zones.

WHERAS, California Government Code Section 51179(a) mandates that local agencies designate these zones by ordinance within 120 days of receiving CAL FIRE's recommendations

WHERAS, adoption of these designations is essential to enhance public safety, ensure compliance with state building standards, and implement effective fire prevention strategies.

NOW THEREFORE

SECTION 1. Chapter 15.60 (FIRE CODE) of the Oroville Municipal Code is amended to include the following: Section 15.60.050 – Local Responsibility Area Fire Hazard Severity Zone

The City of Oroville hereby designates the Fire Hazard Severity Zones recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178. Approved by the City, the map is hereby incorporated by reference and entitled "The City of Oroville Fire Hazard Severity Zones," dated January 22, 2025.

SECTION 2. The City Administrator, or designee, is directed to:

A. Ensure that all relevant city codes, policies, and procedures are updated to reflect these designations.
B. Collaborate with the Building Department to enforce applicable building standards within these zones.
C. Work with the Fire Department to promote and enforce defensible space requirements.
D. Conduct public outreach to inform residents and property owners about the implications of these designations.

SECTION 3. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3)[General Rule Exemption], this ordinance is exempt from CEQA in that the adoption and implementation would not result in a direct and significantly adverse effect upon the environment.

SECTION 4. This ordinance shall take effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the City of Oroville along with the names of the members of the City Council of Oroville voting for and against same.

PASSED AND ADOPTED By the City Council of the City of Oroville, County of Butte, State of California, on this _____ day of _____ 2025, by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

David Pittman, Mayor

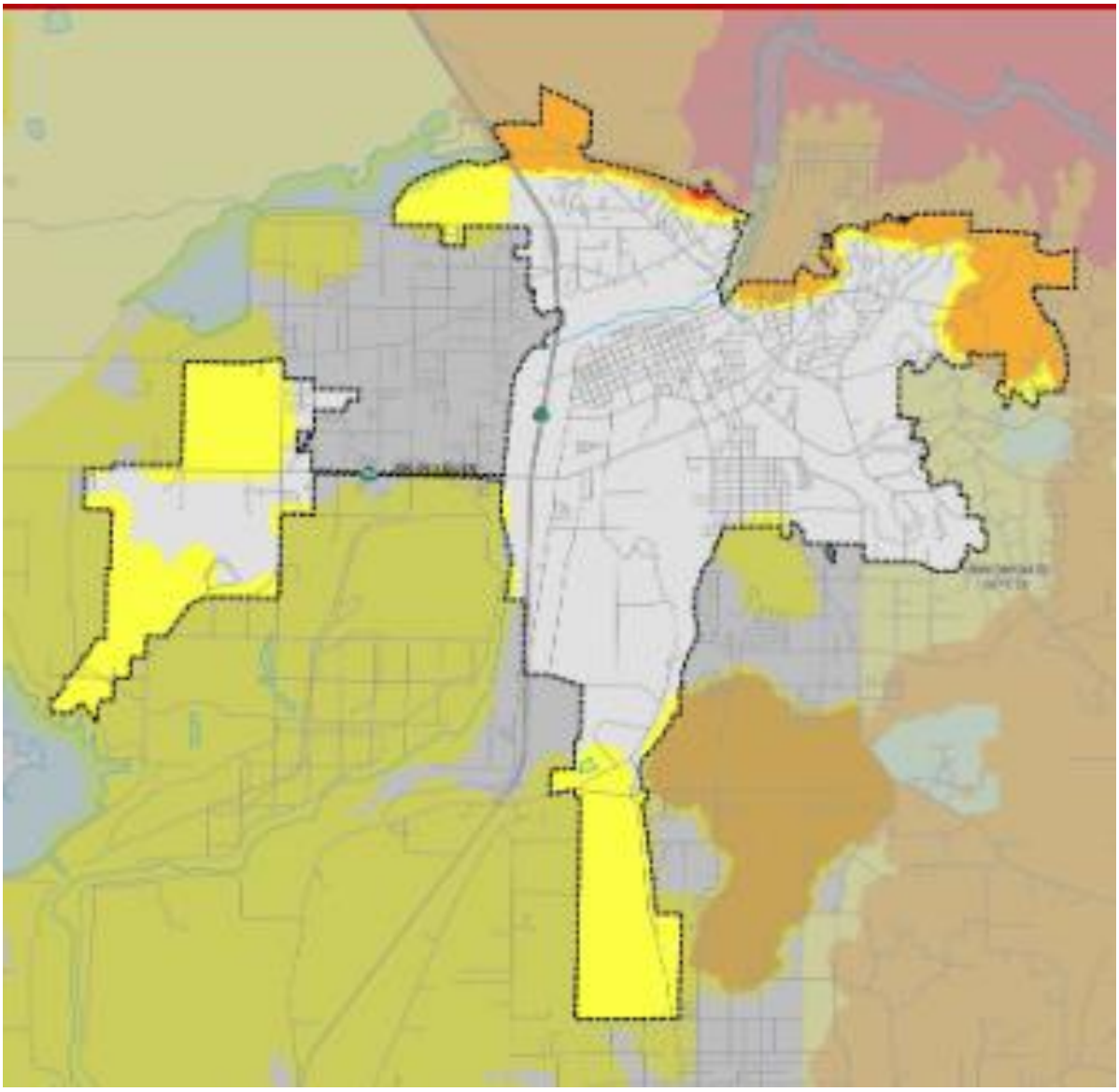
ATTEST:

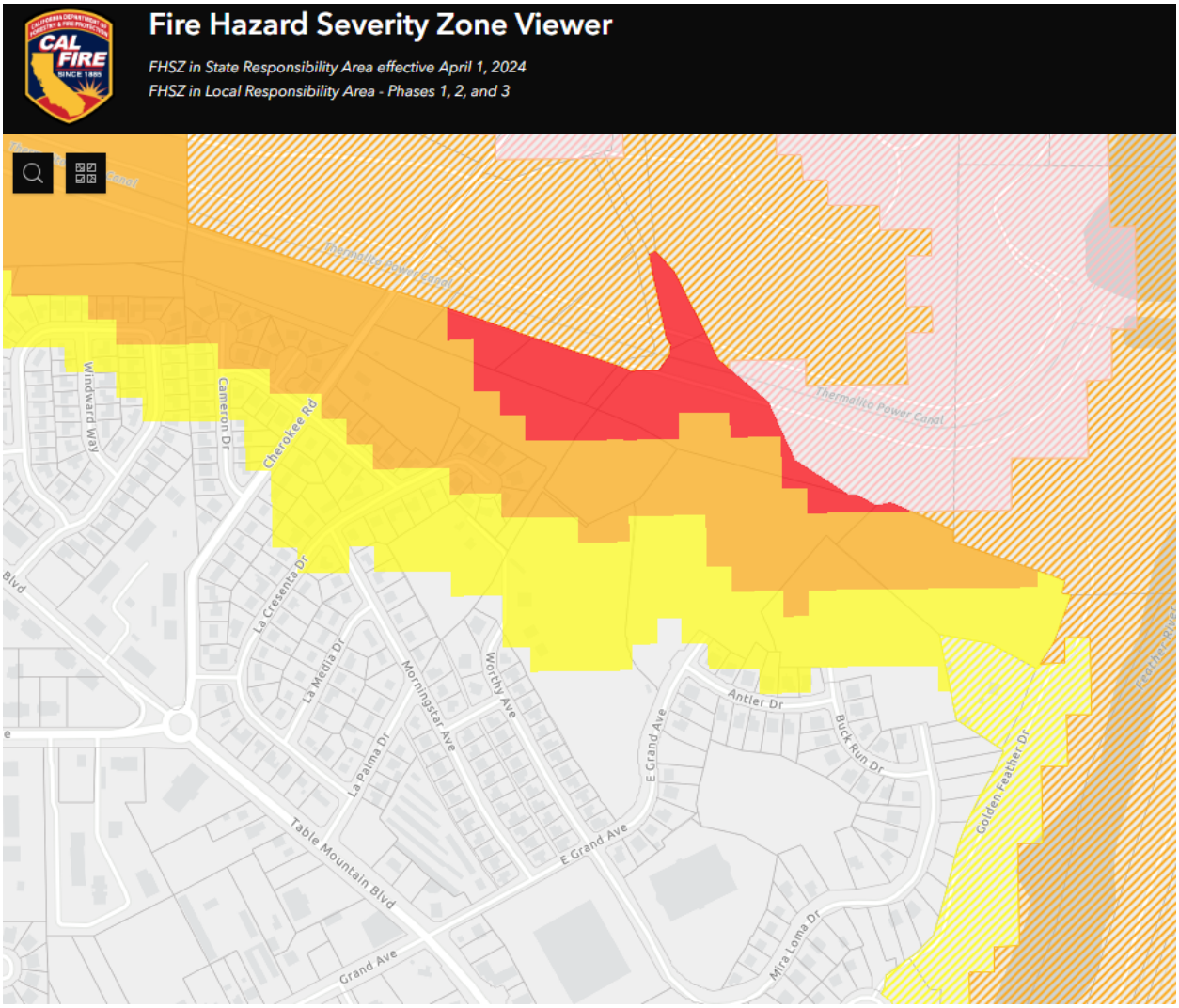
Kayla Reaster, Assistant City Clerk

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

Fire Hazard Safety Zone Map for Oroville




Fire Hazard Severity Zone Viewer
FHSZ in State Responsibility Area effective April 1, 2024
FHSZ in Local Responsibility Area - Phases 1, 2, and 3
Thermalito Power Canal
Windward Way
Cameron Dr
Cherokee Rd
La Cresenta Dr
La Media Dr
La Palma Dr
Morningstar Ave
Worthy Ave
E Grand Ave
Antler Dr
Buck Run Dr
Golden Feather Dr
Table Mountain Blvd
Grand Ave
Mira Loma Dr

Business Assistance and Housing Development

MARCH 2025

Loan Portfolio Balance: $48,496,993.31

Number of Loans	339	Loans in Default	4
Late Payment Notices	2	Late Insurance Notices	1
Annual Inspections Complete	0	Annual Certs Received	242

Loans in Default-4

1. 785 Bird St. Notice of Default received and letter to homeowner mailed. The home was listed for sale but fell out of escrow. A Notice of Sale was recorded for 3/19/25. City approved not redeeming this foreclosure and letting it go to the primary lender. Sale was postponed to 5/21/2025.
2. 9 Midway. Notice of Default was recorded 12/30/2024. Letter sent to homeowner without response. Working on Staff Report for council Action.
3. 58 La Cresenta Dr. Notice of Default was recorded 03/04/2025. The letter was sent to the homeowner without response. Payoff requested from the primary mortgage holder.

Deceased Borrower-1

4. 6 Golden Eagle Rd. Sent letter to the Estate 7/11/2024. Son is applying to assume the loan. Borrower submitted application and is eligible to assume. Staff is preparing the Loan Assumption Agreement to execute.

Resolved Defaults-2

1. 2170 Mitchell Ave. Recission Recorded 03/05/2025
2. 48 Russel Proctor Way. Sold at Auction. City will recoup losses.

Loan Portfolio Analysis

Rehab Loans: 31 ($1,220,174)	FTHB Loans: 275 ($18,877,837)
Economic Development Loans: 1($166,824)	Landscape Loans: 3 ($13,051)
Housing Development: 14 ($27,253,863)	City Employee Mortgage: 5 ($175,000)
Lease to Purchase: 5 ($4297,984)	Payoff Requests Processed (2025): 7
Loans Repaid FY -24-25: 11	Payoff Received: $761,049

First Time Home Buyer Program-City Program

Applications Received: 2	Applications under Review: 3
Loans Approved: 1	Loans Closed FY 24-25: 5

First Time Home Buyer Program-County Program administered by City

Applications Received: 1	Applications under Review: 1
Loans Approved: 0	Loans Closed FY 24-25: 2

Owner Occupied Rehabilitation

Applications Received: 3	Applications under Review: 1
Loans Approved: 0	Rehab in Process: 1
Loans Closed FY 24-25: 2	

Grants Submitted FY23-24 and 24-25

1. Permanent Local Housing Allocation (PLHA)22-PLHACOM-17810: $2,500,000 for Lincoln Village Apartments-awarded. Loan was disbursed 01/7/25.
2. 23-ERF-3L-00009 Encampment Resolution Funds-Mission Esperanza: $1,730,450-Awarded.
3. Affordable Housing and Sustainable Communities (AHSC)- Nelson Point Apartments-Not awarded.
4. 2023 Community Development Block Grant Amend 1: Fire Truck Purchase-Not awarded.
5. 20-PLHA-15545 Grant Application for years 21-22 of 5-year allocation $336,105: Owner-occupied Rehabilitation-awarded. Awarded 10/29/24.
6. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded.
7. 2024 CDBG Program Income Only: $1,500,000 for FTHB program-Awarded 10/29/24.
8. 2024 CDBG General Allocation: $3,100,000 for Fire Truck, Fire Engine and Fire Equipment-conditional award received.
9. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence-conditional award received.
10. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study-Conditional award received.
11. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded
12.

Current Project Highlights

1. Lincoln Village Apartments- Completed and currently 100% leased.
2. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. Submitted application for 20DRMHP Funds. These funds were awarded, as well as Tax credits. Currently working on obtaining Notice to Proceed from the State and working on obtaining a Will-Serve letter from SCOR and LOAUPUD. The project was awarded an additional $4,325,000 from CDBG-DR to be administered by the State.
3. Mission Esperanza-Under construction, pallet shelters are being installed, staffing on-boarding and training is underway. Project will be complete by the end of April without power. Projection to open in June 2025 due to not receiving the PGE gear switch for power until June. Awarded and disbursed Housing Program Fund grant of $100,000 for operations.
4. Neighborhood Cleanup Program- grant is 70% expended.
5. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration.
6. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy.
7. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval. Pending.
8. 3235 Burlington Ave.-Foreclosure complete, Exempt Surplus Property submitted and approve by State. The City will list it in February 2025 due to repairs suggested by City's realtor.
9. Will begin a marketing campaign in February 2025 for both the FTHB and OOR Program applicants
10. Annual Portfolio Certification and Drive-by Inspections are underway for 2025, will be ongoing until complete.
11. 1218 Bird Street's listing is in escrow. Several repairs were suggested to be made due to the fact that it's an FHA loan. Those repairs are underway, HVAC system was stolen and is in the process of being replaced.
12. Housing Element Annual Report and SB341 Annual Report but submitted prior to April 1 deadline.