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

March 03, 2026
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City 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. The City Council will meet with the City Administrator and City Attorney for Conference With Real Property Negotiator pursuant to Gov. Code § 54956.8
   Property: Assessor's Parcel Numbers: 030-360-092, 030-110-029.
   Agency Negotiator: Brian Ring, City Administrator
   Negotiating Parties: Premier Enterprise, Inc.
   Under Negotiation: Price and terms of payment relating to infrastructure financing and development obligations associated with approval and development of the property.

OPEN SESSION

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

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 7** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. RESOLUTION HONORING CITY OF OROVILLE EMPLOYEES IN RECOGNITION OF EMPLOYEE APPRECIATION DAY

The City Council shall consider adopting Resolution No. 9444 - A Resolution Honoring City of Oroville Employees in Recognition of Employee Appreciation Day on March 6, 2026.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9444; AND AUTHORIZE THE MAYOR TO SIGN.

2. PROCLAMATION RECOGNIZING ARBOR DAY IN THE CITY OF OROVILLE

The City Council shall consider adopting a resolution recognizing Arbor Day (April 24, 2026) in the City of Oroville, encouraging community participation in tree planting and preservation efforts.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9445; AND AUTHORIZE THE MAYOR TO SIGN.

3. RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PUBLIC ENTITY AGREEMENT WITH DEPARTMENT OF WATER RESOURCES FOR PROVIDING ADVANCE FUNDING FROM FURTHER SUPPLEMENTAL BENEFITS FUND DISBURSEMENTS

The City Council shall consider approving a resolution authorizing the Mayor to enter into a Public Entity Agreement with the Department of Water Resources for providing advance funding from future Supplemental Benefits Fund disbursements.

ACTION REQUESTED -

APPROVE RESOLUTION NUMBER 9446 - AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DWR FOR PROVIDING ADVANCED FUNDING TO THE SBF.

4. LETTER IN SUPPORT OF ASSEMBLY BILL 1708 – HOMELESS, HOUSING, ASSISTANCE AND PREVENTION PROGRAM: ROUND 7

The City Council shall consider approving a letter of support for Assembly Bill 1708, which would allow smaller cities (those under 300,000 in population) to compete for Homeless, Housing, Assistance and Prevention Program (HHAP) funding.

ACTION REQUESTED -

APPROVE LETTER IN SUPPORT FOR ASSEMBLY BILL 1708; AND

AUTHORIZE THE MAYOR TO SIGN THE LETTER ON BEHALF OF THE CITY COUNCIL.

5. UPDATED JOB DESCRIPTION FOR LEAD PUBLIC WORKS OPERATOR AND NEW LEAD PARK MAINTENANCE TECHNICIAN JOB DESCRIPTION

The City Council shall consider adopting an updated job description for Lead Public Works Operator and a newly created Lead Park Maintenance Technician job description.

ACTION REQUESTED -

APPROVE JOB DESCRIPTIONS FOR LEAD PUBLIC WORKS OPERATOR AND LEAD PARK MAINTENANCE TECHNICIAN.

6. A RESOLUTION OF THE OROVILLE CITY COUNCIL ACKNOWLEDGING THE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT COMMUNITY DEVELOPPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1

The City Council shall consider approving a resolution acknowledging the project completion of Lincoln Street Family Apartments (Lincoln Village) and to close out grant agreement 21-CDNHP-21003-NTP1.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9447 - A RESOLUTION TO ACKNOWLEDGE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT COMMUNITY DEVELOPPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1

7. APPROVAL OF THE 02.17.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the drafted 02.17.2026 City Council Regular meeting minutes.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

8. FISCAL IMPACT ANALYSIS FOR RESIDENTIAL PROJECTS

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

ACTION(S) REQUESTED –

1. **RECEIVE AND FILE THE FISCAL IMPACT ANALYSIS PREPARED BY WILLDANFINANCIAL SERVICES FOR THE RUDDY CREEK, CALLE VISTA, LINKSIDE PHASE 2, AND FEATHER RANCH RESIDENTIAL PROJECTS; AND**

2. **PROVIDE DIRECTION TO STAFF TO WORK WITH WILLDAN FINANCIAL SERVICES TO PROCEED WITH THE FORMATION OF A COMMUNITY FACILITIES DISTRICT TO FUND DEVELOPER'S UNDERGROUND INFRASTRUCTURE; OR**

3. **PROVIDE ALTERNATIVE DIRECTION TO STAFF.**

9. ANNUAL EASTER EGG HUNT – FEE WAIVER REQUEST

The Fraternal Order of Eagles FOE 196 is requesting a waiver of park rental fees in the amount of $53.00 for the Annual Easter Egg Hunt to be held at Rotary Park on April 4, 2026. The event is a long-standing, family-oriented community activity that provides a recreational opportunity for residents and visitors.

ACTION REQUESTED –

APPROVE THE REQUEST FROM PHILIP VALADE, ON BEHALF OF THE FRATERNAL ORDER OF EAGLES FOE 196, TO WAIVE PARK RENTAL FEES IN THE AMOUNT OF $53.00 FOR THE ANNUAL EASTER HUNT SCHEDULED FOR APRIL 4, 2026, AT ROTARY PARK.

10. UPDATED HEWITT PARK OPERATIONS, RULES, AND RENTAL FEES

The City Council shall consider modifications to Hewitt Park operations and rental fees.

ACTION REQUESTED -

APPROVE THE RECOMMENDED OPERATIONS, RULES, AND RENTAL FEES, OR PROVIDE DIRECTION TO STAFF TO FURTHER INVESTIGATE AND REFINE OPERATIONS, RULES, AND RENTAL FEES.

11. NOVEMBER 3, 2026 GENERAL ELECTION POTENTIAL BALLOT MEASURES

The City Council shall consider placing two measures on the November 3, 2026 General Election ballot regarding proposed amendments to the City Charter.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

12. PARTNERSHIP WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT TO PAINT GEORGIA-PACIFIC TRAIN LOCATED AT HEWITT PARK

At the request of Council Member Webber and Vice Mayor Smith, the City Council shall consider seeking an agreement with the Oroville Union High School District for the painting of the train at Hewitt Park.

ACTION REQUESTED -

DIRECT STAFF TO WORK WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT ON AN AGREEMENT TO PROVIDE SUPERVISED APPROPRIATE PAINTING OF THE TRAIN LOCATED AT HEWITT PARK; OR

DO NOT PROVIDE STAFF DIRECTION TO WORK WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT ON AN AGREEMENT TO PROVIDE SUPERVISED APPROPRIATE PAINTING OF THE TRAIN LOCATED AT HEWITT PARK.

13. FIRE STATION KITCHEN AND FLOOR REMODEL

The City Council shall consider a minor/focused remodel at the Oroville Fire Station to address worn and outdated kitchen and flooring materials. The project would replace original cabinets from the 1980s, upgrade kitchen countertops, and remove existing laminate flooring installed around 2011 that is now heavily worn. Staff initially requested $60,000 for this project in the current fiscal year budget; however, the project quote was received at $75,528.55 and staff is requesting an additional $15,528.55 to complete the work. Funding ($60,000) for this remodel is budgeted within the Capital Project allocation for facility improvement.

ACTION REQUESTED –

APPROVE THE ADDITIONAL $15,528.55 IN APPROPRIATIONS NEEDED TO COMPLETE THE FIRE STATION 91 KITCHEN AND FLOORING REMODEL PROJECT, FROM THE CAPITAL PROJECT FUND; OR

PROVIDE OTHER DIRECTION TO STAFF.

14. APPROVAL OF BUDGET INCREASE FOR CONTRACT NUMBER 240150 FOR ADDENDUM NO. 1 TO TASK ORDER NO. 3 – ELGIN FT. WAYNE DRAINAGE STUDY, AMERICAN ENGINEERING

The City Council shall consider approving a budget increase for Addendum No. 1 to Task Order No. 3 with American Engineering (formerly known as W. Gilbert Engineering) for the Elgin Ft. Wayne Drainage Study.

This Addendum was signed on September 5, 2024 by the Public Works Director, outside of current contract approval practices. The addendum authorized additional work consisting of expanded topographic surveys and preparation of updated preliminary layouts, cost estimates, and recommendations. The total requested increase is $30,650. The value of the additional authorized work is **$30,650.00.**

ACTION REQUESTED -

APPROVE A BUDGET INCREASE FOR CONTRACT 240150 TO PAY FOR ADDENDUM NO. 1 TO TASK ORDER NO. 3 WITH AMERICAN ENGINEERING FOR THE ELGIN FT. WAYNE DRAINAGE STUDY IN THE AMOUNT OF $30,650.00.

15. PURCHASE OF A TABLE FOR 8 AT THE OROVILLE AREA CHAMBER OF COMMERCE ANNUAL DINNER AND AWARDS CEREMONY

The City Council shall consider authorizing the purchase of a table for 8 in the amount of $550.00 for the Oroville Area Chamber of Commerce Annual Dinner and Awards Ceremony.

ACTION REQUESTED -

AUTHORIZE PURCHASE OF A TABLE OF 8 IN THE AMOUNT OF $550.00 FOR THE OROVILLE AREA CHAMBER OF COMMERCE ANNUAL DINNER AND AWARDS CEREMONY.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

ADJOURN THE MEETING

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

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

wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

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

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: KAYLA REASTER, ASSISTANT CITY CLERK

RE: RESOLUTION HONORING CITY OF OROVILLE EMPLOYEES IN RECOGNITION OF EMPLOYEE APPRECIATION DAY

DATE: MARCH 3, 2026

SUMMARY

The City Council shall consider adopting Resolution No. 9444 - A Resolution Honoring City of Oroville Employees in Recognition of Employee Appreciation Day on March 6, 2026.

DISCUSSION

Employee Appreciation Day is observed annually on the first Friday of March to recognize and thank employees for their dedication, professionalism, and contributions to their organizations. City of Oroville employees provide essential services that support public safety, infrastructure, community development, recreation, and overall quality of life for residents and visitors.

The City's workforce plays a vital role in maintaining day-to-day operations and responding to the evolving needs of the community. Recognizing employees through a formal resolution allows the City Council to publicly acknowledge their commitment and service.

FISCAL IMPACT

None

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9444; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS:

Resolution No. 9444

City of Oroville
RESOLUTION NO. 9444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE HONORING CITY OF OROVILLE EMPLOYEES IN RECOGNITION OF EMPLOYEE APPRECIATION DAY ON MARCH 6, 2026

WHEREAS, Employee Appreciation Day is observed annually on the first Friday of March as an opportunity to recognize and celebrate the dedication, professionalism, and contributions of employees; and

WHEREAS, the City of Oroville relies on a committed and skilled workforce to provide essential public services, including public safety, public works, utilities, parks and recreation, community development, and administrative services; and

WHEREAS, City of Oroville employees demonstrate integrity, accountability, teamwork, and resilience in carrying out their duties and serving the residents, businesses, and visitors of the community; and

WHEREAS, the efforts of City employees are vital to maintaining the quality of life, economic vitality, and overall well-being of the City of Oroville; and

WHEREAS, the City Council recognizes that expressing appreciation and gratitude to employees fosters morale, strengthens organizational culture, and reinforces the value placed on public service; and

WHEREAS, Employee Appreciation Day on March 6, 2026, provides an appropriate occasion for the City Council to formally acknowledge and thank City employees for their hard work and dedication;

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

1. The City Council hereby honors and recognizes all City of Oroville employees for their dedication, professionalism, and commitment to public service.
2. The City Council extends its sincere appreciation and gratitude to City employees for their continued service to the community.
3. March 6, 2026, is hereby recognized by the City Council as Employee Appreciation Day in the City of Oroville.

PASSED AND ADOPTED by the City Council of the City of Oroville this 3rd day of March, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED AS TO FORM:

_____ _____

David Ritchie, Assistant City Attorney David Pittman, Mayor

ATTEST:

_____

Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **PROCLAMATION RECOGNIZING ARBOR DAY IN THE CITY OF OROVILLE**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider adopting a resolution recognizing Arbor Day (April 24, 2026) in the City of Oroville, encouraging community participation in tree planting and preservation efforts.

DISCUSSION

Arbor Day, which is celebrated on the last Friday in April each year, is an annual observance that promotes the planting, care, and appreciation of trees. First celebrated in 1872, it has since grown into a national tradition aimed at fostering environmental stewardship and urban forestry. The City of Oroville, known for its beautiful natural surroundings and commitment to sustainability, has long recognized the importance of trees in enhancing the quality of life for residents. The City of Oroville's landscape is characterized by its lush greenery, historic oak trees, and the scenic Feather River. Trees provide essential environmental, economic, and social benefits, including:

- Reducing urban heat and providing shade during Oroville's warm summers
- Improving air and water quality
- Preventing soil erosion along the riverbanks and hillsides
- Enhancing property values and aesthetic appeal
- Providing habitat for local wildlife

Oroville has been designated as a Tree City USA, demonstrating its ongoing commitment to maintaining a healthy urban forest. The annual celebration of Arbor Day provides an opportunity to reaffirm this commitment by engaging the community in tree-planting initiatives and educational programs.

This proclamation encourages residents, businesses, and schools to participate in Arbor Day activities and recognize the vital role trees play in creating a healthier and more sustainable Oroville.

FISCAL IMPACT

None

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9445; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution No. 9445

CITY OF OROVILLE

RESOLUTION NO. 9445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, IN RECOGNITION OF ARBOR DAY 2026

WHEREAS, the City of Oroville is blessed with a rich natural landscape, from the scenic Feather River to our abundant parks and green spaces, and trees play a crucial role in preserving our community's beauty and environmental health; and

WHEREAS, trees in Oroville provide much-needed shade during our warm summers, improve air quality, reduce erosion along the Feather River and throughout our rolling hills, and create a welcoming and vibrant city for residents and visitors alike; and

WHEREAS, the residents of Oroville have long understood the importance of trees, from the towering oaks that define our historic neighborhoods to the new plantings that will shape our future; and

WHEREAS, Arbor Day, celebrated on the last Friday of April each year, was first celebrated in 1872 and serves as a reminder of our responsibility to care for and expand our urban forest, ensuring a greener, healthier future for all who call Oroville home; and

WHEREAS, the City of Oroville is proud to be designated as a Tree City USA community, reflecting our commitment to thoughtful urban forestry management and sustainability; and

WHEREAS, celebrating Arbor Day provides an opportunity to educate our community about the benefits of trees, promote stewardship, and encourage businesses, schools, and residents to take part in planting and caring for trees in our City; and

WHEREAS, Oroville's parks, schools, and neighborhoods thrive because of the dedication of our residents who recognize that each tree planted today is an investment in the wellbeing of future generations.

PASSED, APPROVED, AND ADOPTED by the Oroville City Council at a regular meeting on March 3, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

CITY OF OROVILLE

RESOLUTION NO. 9445

APPROVED AS TO FORM:

_____ _____

David Ritchie, Asst. City Attorney David Pittman, Mayor

ATTEST:

_____

Kayla Reaster, Asst. City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PUBLIC ENTITY AGREEMENT WITH DEPARTMENT OF WATER RESOURCES FOR PROVIDING ADVANCE FUNDING FROM FURTHER SUPPLEMENTAL BENEFITS FUND DISBURSEMENTS**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider approving a resolution authorizing the Mayor to enter into a Public Entity Agreement with the Department of Water Resources for providing advance funding from future Supplemental Benefits Fund disbursements.

DISCUSSION

The Settlement Agreement for the licensing of the Oroville facilities for Federal Energy Regulatory Commission Project No. 2100 was signed on March 21, 2006. As part of this agreement, the Supplemental Benefits Fund (SBF), made up of the City and Feather River Recreation and Parks District, was to receive annual funding for eligible projects when the license for Project No. 2100 was issued by FERC. To date, this license has not been issued, and there has not been regular/annual funding provided to the SBF.

Given the extensive and unforeseen delays of the FERC license, requests were made to the Department of Water Resources for some of this funding to be advanced. The Department of Water Resources (DWR) has agreed to advance the SBF $200,000 annually, until the issuance of the FERC license. These advanced payments will be deducted from those future annual payments in increments of $200,000 each year, beginning in the first year of the payments.

DWR is requesting that the Mayor be authorized to enter into an agreement with DWR for providing this advance funding.

FISCAL IMPACT

None.

ACTION REQUESTED -

APPROVE RESOLUTION NUMBER 9446 - AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DWR FOR PROVIDING ADVANCED FUNDING TO THE SBF.

ATTACHMENTS

Resolution No. 9446
Letter of Agreement for providing advanced funding to SBF.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PUBLIC ENTITY AGREEMENT WITH THE DEPARTMENT OF WATER RESOURCES FOR PROVIDING ADVANCE FUNDING FROM FUTURE SUPPLEMENTAL BENEFITS FUND DISBURSEMENTS

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

Section 1. The Mayor hereby authorized the direction to execute the 13th amendment to the Supplemental Benefits Fund Implementation Agreement with the State of California Department of Water Resources Agreement No. 4600016524.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on March 3, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

_____
David Pittman, Mayor

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

Since the signing of the *Settlement Agreement for the Licensing of the Oroville Facilities* (Settlement Agreement), for FERC Project No. 2100 on March 21, 2006, the California Department of Water Resources (DWR) has provided payments in accordance with Appendix B, Section B100, Project Supplemental Benefits Fund (SBF). The City of Oroville, the Feather River Parks & Recreation District, and the SBF Steering Committee that is comprised of both City Council and District Board members, have received a sum total of $11,270,000. DWR has provided these funds for the community's benefit by way of Riverbend Park improvements, initial SBF funding payments, and advanced SBF payments.

There were 53 signatories to the Settlement Agreement, which included the City of Oroville, Feather River Parks & Recreation District, DWR, and the State Water Contractors, Inc. (SWC). All Settlement Agreement signatories signed the Settlement Agreement for the purpose of resolving all issues that have or could have been raised by the Parties in connection with FERC's order issuing a new Project license.

By this Letter of Agreement, the City of Oroville, the Feather River Parks & Recreation District, SWC, and DWR highlight the value of and reaffirm their support for the Settlement Agreement and request issuance of a 50-year license for the P-2100 Oroville Facilities as soon as possible.

In consideration of the extensive, unforeseen delay of a renewed FERC license, and the resulting delay in implementing Settlement Agreement article B100, the SBF Steering Committee has requested that DWR make additional advanced payments in the amount of $200,000 annually, until DWR's acceptance of the new FERC license for Project No. 2100. The advanced payments will be deducted from those future annual payments described in Settlement Agreement Section B100 E (4.0) in increments of $200,000 each year beginning in the first year of payments. The SBF Steering Committee is prepared to make immediate and valuable use of the funds for the benefit of the community.

_____ _____
Kent Fowler Date
Chairperson, SBF Steering Committee
Board Member, Feather River Recreation & Parks District

_____ _____
Greg Passmore Date
Vice-Chairperson, SBF Steering Committee
Chairperson, Feather River Recreation & Parks District

_____ _____
David Pittman Date
Member, SBF Steering Committee
Mayor, City of Oroville

_____ _____
Tracy Johnstone Date
Member, SBF Steering Committee
Council Member, City of Oroville

_____ _____
Scott Thomson Date
Member, SBF Steering Committee
Council Member, City of Oroville

_____ _____
Jonathan Young Date
Energy Manager, State Water Contractors

_____ _____
Scott Turnquist Date
Manager, CA Department of Water Resources-Oroville Field Division

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **LETTER IN SUPPORT OF ASSEMBLY BILL 1708 – HOMELESS, HOUSING, ASSISTANCE AND PREVENTION PROGRAM: ROUND 7**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider approving a letter of support for Assembly Bill 1708, which would allow smaller cities (those under 300,000 in population) to compete for Homeless, Housing, Assistance and Prevention Program (HHAP) funding.

DISCUSSION

Previous rounds of Homeless, Housing, Assistance and Prevention Program (HHAP) funding was limited to agencies that had a population of 300,000 or greater. This Bill would require smaller jurisdictions to be eligible for consideration for such funding and establish eligibility criteria, which would include the following:

- Resolution supporting regionally coordinated homeless action plan;
- Hold a public hearing to consider the regionally coordinated homeless action plan;
- Have a compliant housing element;
- Have a local encampment policy consistent with administration guidance; and
- Demonstrate how past action, programs, funding have served the objectives and goals of the adopted regionally coordinated homeless action plan.

FISCAL IMPACT

None.

ACTION REQUESTED -

APPROVE LETTER IN SUPPORT FOR ASSEMBLY BILL 1708; AND

AUTHORIZE THE MAYOR TO SIGN THE LETTER ON BEHALF OF THE CITY COUNCIL.

ATTACHMENTS

Letter in support of Assembly Bill 1708.

City of Oroville

OFFICE OF THE MAYOR

David W. Pittman
Mayor

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

March 3, 2026

The Honorable José Luis Solache
California State Assembly
1020 N St. Rm. 5110
Sacramento, CA 95814

RE: **AB 1708 (Solache) HHAP Pathways for Cities Act.**
Notice of SUPPORT *(As Introduced 2/4/2026)*

Dear Assembly Member Solache,

The City of Oroville is pleased to support **AB 1708** (Solache), which would create a new pathway for cities with populations under 300,000 to access state homelessness funding.

Since 2019, the state's flagship homelessness grant program, the Homeless Housing, Assistance, and Prevention (HHAP) Grant program, has provided direct funding to cities with populations over 300,000, all 58 counties, and the 44 Continuums of Care (CoC) across California.

This structure has left most cities without a consistent pathway to access HHAP funding, despite investing significant General Fund resources to prevent and reduce homelessness in their communities. AB 1708 would address this by creating a new opportunity for the 469 California cities with populations under 300,000 to apply for HHAP funding through their CoC.

Specifically, AB 1708 would require CoCs, before allocating funding to other subrecipients in their region, to accept applications for 30 days only from cities with populations under 300,000. This measure would strike a reasonable balance between access and accountability, requiring interested cities to commit to regionally coordinated action plans and adhere to state housing and encampment policies.

AB 1708 would also require CoCs to prioritize applications from cities that have existing partnerships with non-profits, other cities, or have already leveraged state and local funding for existing projects in their communities. This would ensure that limited state resources are deployed efficiently and deliver measurable results in reducing homelessness.

The City of Oroville has taken a number of steps to address homelessness through grant-funded programs, expanded service coordination, and partnerships with local organizations. The City has supported community navigator positions to connect unhoused residents with housing and social services, secured state funding to expand shelter capacity, and collaborated on projects such as Mission Esperanza to provide emergency shelter and supportive services. These efforts

reflect a coordinated approach focused on outreach, housing access, and community collaboration.

As the Governor and the Legislature consider future investments in the HHAP program, it is important to ensure the program is structured to maximize its reach and impact. Providing all cities with a pathway to participate in HHAP would strengthen regional collaboration and ensure state resources are deployed where they can most effectively serve unhoused Californians.

Local governments are best positioned to identify the programs and partnerships that will have the greatest impact in our communities. AB 1708 recognizes this, creating a clearly defined opportunity for all cities to compete for state resources, so that communities of all sizes can have a meaningful role in the state's homelessness response efforts.

For these reasons, the City of Oroville is pleased to support **AB 1708 (Solache)**.

Sincerely,

David Pittman
Mayor, City of Oroville

cc:
Assemblyman James Gallagher
Senator Megan Dahle
Paul Yoder, Shaw Yoder Antwih Schmelzer and Lange
League of California Cities, cityletters@cacities.org

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL**

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

RE: **UPDATED JOB DESCRIPTION FOR LEAD PUBLIC WORKS OPERATOR AND NEW LEAD PARK MAINTENANCE TECHNICIAN JOB DESCRIPTION**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider adopting an updated job description for Lead Public Works Operator and a newly created Lead Park Maintenance Technician job description.

DISCUSSION

The City Council will consider adopting an updated job description for the Lead Public Works Operator and a newly created Lead Park Maintenance Technician job description. These changes will better meet the needs of the department, providing more direct leadership to the Parks division. The adjustments made to these two job descriptions will better separate the lead duties of each role. In addition, the edits made sure both roles reflect the same amount of experience and/or education requirements, ensuring consistency across roles.

Staff met and conferred with the Oroville City Employee's Association and have their approval for both job descriptions. The proposed salary range for the newly created Lead Park Maintenance Technician will mirror the salary range of the Lead Public Works Operator:

A	B	C	D	E	F	G	H
$57,821.17	**$60,712.23**	**$63,747.84**	**$66,935.23**	**$70,282.00**	**$73,796.10**	**$77,485.90**	**$81,360.20**

FISCAL IMPACT

These changes are included in this fiscal year budget.

ACTION REQUESTED -

APPROVE JOB DESCRIPTIONS FOR LEAD PUBLIC WORKS OPERATOR AND LEAD PARK MAINTENANCE TECHNICIAN.

ATTACHMENTS

Lead Public Works Operator job description
Lead Park Maintenance Technician job description

LEAD PARK MAINTENANCE TECHNICIAN

DEFINITION

Under general supervision of the Public Works Manager, the Lead Park Maintenance Technician plans, coordinates, and oversees the daily operations and maintenance of City parks, landscaped areas, open spaces, and related facilities. This position provides day-to-day and onsite direction and guidance to crew members such as: parks maintenance staff, community service workers, and temporary personnel; ensures compliance with safety and quality standards; coordinates work schedules and special projects; and performs a variety of skilled maintenance tasks as required.

DISTINGUISHING CHARACTERISTICS

The Lead Park Maintenance Technician is a working lead position responsible for day-to-day crew oversight, planning, and quality control. This classification is distinguished from the Parks Maintenance Technician II in that it emphasizes supervisory responsibilities such as crew scheduling, coordinating with other City departments, and serving as the primary on-site lead for park projects and events. The Park Lead is expected to independently resolve operational issues, recommend improvements, and ensure that park facilities are safe, attractive, and well-maintained.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Public Works Operations Manager.

Exercises daily leadership over assigned park staff, seasonal staff, and community service workers.

EXAMPLES OF ESSENTIAL FUNCTIONS- Essential functions may include, but are not limited to, the following:

Plans, schedules, and assigns daily maintenance and repair activities for parks, playgrounds, trails, landscaped medians, and public open spaces.

Provides leadership and assistance to subordinate operators on assigned projects; provides employee training.

Assists in estimating materials for projects and repairs.

Inspects the work of subordinates and contractors for compliance with department policies and procedures, standards of quality and safety, and approved plans and specifications.

Trains crew in all aspects of herbicide and insecticide applications. This includes safe handling, mixing, PPEs, reporting, and record keeping. Have ability to calibrate equipment and read labels for use rates. Provide mix rates for crew. Keep up to date on current application practices, new herbicides, and state or federal laws.

Performs weed abatement duties related to park maintenance projects and operations. Responds to emergency situations with appropriate equipment as required.

Cleans, maintains and performs minor adjustments to equipment as necessary.

Proficient in Microsoft Word and Excel.

Inspects work in progress and completed projects to ensure compliance with safety, quality, and City standards.

Monitors inventory of materials, tools, and supplies; request purchases and ensures proper use and maintenance of equipment.

Prepares and maintains records, reports, work orders, and equipment logs. Trains and assists Parks crew with technical support for any Computer Maintenance Management System that are in place.

Receives and responds in a professional manner to inquiries, requests for assistance, concerns, and complaints from the public regarding park maintenance projects and programs.

Oversees and participates in the installation, care, and removal of trees, turf, shrubs, flowers, and other plant materials.

Oversees the maintenance and repair of irrigation systems, play equipment, park structures, pathways, and restrooms.

Provides instruction and technical training to crews on proper horticultural practices, safe use of equipment, and compliance with applicable codes and regulations.

Coordinates with contractors, vendors, and other City departments for special events, park improvements, or capital projects.

Diagnoses plant, turf, and tree health issues, including pests and diseases, and recommends or implements corrective action.

Assists in the development of maintenance schedules, improvement plans, and cost estimates for park projects.

Works during evenings, weekends and holidays as scheduled for special events or inclement weather.

Serves as the on-site lead during public events, emergency responses, or park-related incidents.

Performs the duties of the Public Works Operations Manager in his/her absence.

Performs other duties, assists with special projects or assignments as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Departmental policies, procedures and standards related to park maintenance and projects, including municipal code and improvement standards that relate to the Parks Department.

Pertinent federal, state and local laws, regulations, codes and ordinances including Safety standards, OSHA regulations, ANSI standards, City Municipal Code, Improvement Standards, and safe work practices.

Modern principles, practices, techniques, equipment, materials and tools used in grounds maintenance, horticulture, and arboriculture.

Safe and proper operation and maintenance needs of heavy construction/maintenance equipment; safe and proper use of other tools and equipment used in public works construction and maintenance operations.

Safe and proper use of landscaping chemicals, fertilizers, and pesticides. Stay up to date on state and federal laws pertaining to pesticides.

Basic building maintenance methods, including plumbing, carpentry, and painting.

Proper operation and routine maintenance of vehicles and park maintenance equipment.

Principles of work scheduling, crew leadership, and supervision.

Methods of training and leadership.

Recordkeeping and reporting methods including any 311 Public Reporting System, Computer Maintenance Management System, and time sheet software.

Ability to:

Plan, assign, and monitor the work of crews to meet schedules and deadlines.

Read, understand and apply pertinent federal, state, and local laws, codes, ordinances, rules and regulations.

Train, mentor, and evaluate employees and community service workers. Including performance evaluations. Give input on disciplinary actions when needed.

Review submitted landscape and irrigation plans to assure they meet requirements in the Municipal Code and State water requirements.

Read and interpret maintenance manuals, blueprints, landscape and irrigation plans.

Train staff and have ability to operate a wide range of vehicles, tools, and maintenance equipment safely and effectively.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations and standard construction practices.

Diagnose and resolve maintenance problems in parks and landscaped areas in an effective manner.

Safely operate assigned equipment and tools, work safely in heavy traffic or limited space conditions.

Accurately estimate equipment and materials required to complete assigned projects.

Read and write at a level required for successful job performance.

Maintain accurate work records, prepare routine reports, and communicate effectively, both orally and in writing.

Perform mathematical computations with accuracy.

Establish and maintain positive working relationships with City staff, contractors, and the public.

Meet the physical requirements necessary to safely and effectively perform the required duties.

EXPERIENCE AND EDUCATION

Experience: Four (4) years of increasingly responsible experience in parks, grounds, or landscape maintenance**.**

Supervisory or Management experience in an increasingly responsible role in any field is highly desirable.

Education: High school diploma or GED equivalent. Completion of coursework in horticulture, arboriculture, or related fields is desirable.

Substitution: Completion of college-level courses in forestry, horticulture, arboriculture, or skilled crafts may be substituted for up to one year of the required experience.

LICENSES AND CERTIFICATIONS

Possession and maintenance of a valid California Class A driver's license. With tanker endorsement and no air brake restrictions.

Possession of a Qualified Applicator's Certificate (QAC) with categories (B) Landscape Maintenance and (C) Right-of-Ways within one year of appointment.

Possession of Certification of Playground Inspector within (1) year of appointment.

Possession of CPR and First Aid certificates within six (6) months of appointment.

ISA Certified Arborist credential is desirable.

WORKING CONDITIONS

Work is regularly performed in field environment. Incumbent drives on surface streets, operates heavy machinery on surface streets and construction sites, traverses' uneven terrain on foot. Worker may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, confined spaces, fumes, dusts, odors, toxic or caustic chemicals, pathogens, solvents, grease / oil, vibration. Could also require weekend work or after hours during special events or inclement weather.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility and stamina to exert strenuous physical effort in a field environment. Requires the ability to operate vehicles and heavy equipment; walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing field work; lift and/or move up to 50 pounds frequently and up to 100 pounds occasionally; use hands to finger, handle, feel or operate objects, tools and controls. Tasks require visual and sound perception and discrimination, and oral communications ability.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

LEAD PUBLIC WORKS OPERATOR

DEFINITION

Under general supervision of the Public Works Manager, the Lead Public Works Operator provides leadership and direction and participates in the operation of light and heavy equipment in construction, maintenance and repair of City streets, storm drains, and related projects. This position provides day-to-day and onsite direction and guidance to crew members such as: street operators, community service workers, and temporary personnel; ensures compliance with safety and quality standards; coordinates work schedules and special projects; and performs a variety of skilled maintenance tasks as required.

DISTINGUISHING CHARACTERISTICS

The Lead Public Works Operator is a working lead position responsible for the day-to-day crew oversight, planning, and quality control. This classification is distinguished from the Operator III in that it emphasizes delegated day-to-day supervisory responsibilities such as crew scheduling, coordinating with other city departments, and serving as the primary on-site lead for street projects and events. The Lead Public Works Operator is expected to independently resolve operational issues, recommend improvements, and ensure that all aspects of Public Works facilities are safe, attractive, and well-maintained.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Public Works Operations Manager.

Exercises daily leadership over all operators, seasonal staff, and community service workers.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Plans, schedules, and assigns daily maintenance and repair activities for streets, curbs, gutter sidewalks, and storm drains to crew members.

Provides leadership and assistance to subordinate operators on assigned projects; provides employee training.

Assists in estimating materials for projects and repairs.

Inspects the work of subordinates and contractors for compliance with department policies and procedures, standards of quality and safety, and approved plans and specifications.

Trains crew in all aspects of herbicide and insecticide applications. This includes safe handling, mixing, PPEs, reporting, and record keeping. Have ability to calibrate equipment and read labels for use rates. Provide mix rates for crew. Keep up to date on current application practices, new herbicides, and state or federal laws.

Performs weed abatement duties related to public works projects and operations.

Responds to emergency situations with appropriate equipment as required.

Cleans, maintains, and performs minor adjustments to equipment as necessary.

Proficient in Microsoft Word and Excel.

Inspects work in progress and completed projects to ensure compliance with safety, quality, and City standards.

Monitors inventory of materials, tools, and supplies; request purchases and ensures proper use and maintenance of equipment.

Prepares and maintains records, reports, work orders, and equipment logs. Trains and assists Streets crew with technical support for any Computer Maintenance Management System that is in place.

Receives and responds in a professional manner to inquiries, requests for assistance, concerns, and complaints from the public regarding public works projects and programs.

Oversees traffic control efforts around work sites, including setting up barricades, warning signs and cones, and flagging traffic. Proficient in the Manual on Uniform Traffic Control Devices (MUTCD) guidelines.

Trains and operates heavy power-driven equipment in the construction and maintenance of public works projects, such as city streets, curbs, gutters, sidewalks, and storm drains.

Transports and tows various pieces of equipment to and from job sites; loads and hauls water, gravel, rock, debris, and various other materials to and from construction sites.

Designs, sets forms, and finishes concrete for sidewalks, curbs, gutters, wheelchair ramps, etc.

Fabricates, installs, maintains, and repairs street signs, paints street and parking lot markings.

Performs heavy manual labor duties as required, including but not limited to shoveling and spreading gravel, sand, asphalt, and other materials on streets; assisting with paving and patching streets; laying pipes for sewer and storm drains.

Locates and marks underground sewer and storm drain lines for private contractors and utility companies.

Operates vehicles, various trucks, grader, loader, backhoe, paving machine, street sweeper, sewer jet rodder, street roller, manlift, tamper, lawn care equipment, concrete mixer; operates or uses a TV van / camera, diagnostic tools, masonry tools, carpentry tools, mechanic’s tools, plumbing tools, welding tools, various other common hand, and power tools, measuring devices, meters, and safety gear.

Works during evenings, weekends and holidays as scheduled for special events or inclement weather.

Performs the duties of Public Works Operations Manager in his/her absence.

Performs other duties, assists with special projects or assignments as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Departmental policies, procedures and standards related to public works maintenance and construction projects including Municipal Code and Improvement Standards that relate to the Public Works Department

Pertinent federal, state, and local laws, regulations, codes, and ordinances including safety standards, OSHA regulations, ANSI standards, city municipal code, improvement standards and safe work practices.

Modern principles, practices, techniques, equipment, materials, and tools used in public works construction and maintenance operations.

Safe and proper operation and maintenance needs of heavy construction/maintenance equipment; safe and proper use of other tools and equipment used in public works construction and maintenance operations.

Safe and proper use of herbicides for roadside, airport, alleys, and ditches. Stay up to date on Federal and State laws pertaining to pesticides.

General use and purpose of construction and maintenance materials.

Principles of work scheduling, crew leadership, and supervision.

Methods of training and leadership.

Recordkeeping and reporting methods including any 311 Public Reporting System, Computer Maintenance Management System, and time sheet software.

Ability to:

Plan, assign, and monitor the work of crews to meet schedules and deadlines.

Read, understand, and apply pertinent federal, state, and local laws, codes, ordinances, rules, and regulations.

Train, mentor, and evaluate employees. Including performance evaluations. Give input on disciplinary actions when needed.

Read and understand complex plans, specifications and blueprints including concrete designs, storm drain design, and any other areas within Public Works

Train staff and have ability to operate a wide range of vehicles, tools, and maintenance equipment safely and effectively.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations, and standard construction practices.

Perform heavy construction work and heavy manual labor work.

Safely operate assigned equipment and tools, work safely in heavy traffic or limited space conditions.
Accurately estimate equipment and materials required to complete assigned projects.

Read and write at a level required for successful job performance.

Maintain accurate work records, prepare routine reports, and communicate effectively, both orally and in writing.

Perform mathematical computations with accuracy.

Establish and maintain positive working relationships with city staff, contractors, and the public.

Meet the physical requirements necessary to perform the required duties safely and effectively.

Experience:

Four (4) years of experience in street, storm drain and sewer system maintenance and construction.

Supervisory or management experience in an increasingly responsible role in any field is highly desirable.

Education:

High school diploma or GED equivalent. Completion of coursework in construction, project management, or other related fields is highly desirable.

Substitution: Completion of college-level courses in construction, project management, heavy equipment operation or other related courses may be substituted for up to one year of the required experience.

LICENSES AND CERTIFICATIONS

Possession and maintenance of a valid California Class A driver's license. With tanker endorsement and no air brake restrictions

Possession of a Qualified Applicator's Certificate (QAC) with categories (B) Landscape Maintenance and (C) Right-of-Ways within one year of appointment.

California Title 8 Construction Training for Supervisors with DOL certificate within one year of appointment.

Possession of CPR and First Aid certificates within six (6) months of appointment.

TYPICAL WORKING CONDITIONS

Work is regularly performed in field environment. Incumbent drives on surface streets, operates heavy machinery on surface streets and construction sites, traverses' uneven terrain on foot. Worker may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, confined spaces, fumes, dusts, odors, toxic or caustic chemicals, pathogens, solvents, grease / oil, vibration.

Could also require weekend work or after hours during special events or inclement weather.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility and stamina to exert strenuous physical effort in a field environment. Requires the ability to operate vehicles and heavy equipment; walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing field work; lift and/or move up to 50 pounds frequently and up to 100 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Tasks require visual and sound perception and discrimination, and oral communications ability.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **A RESOLUTION OF THE OROVILLE CITY COUNCIL ACKNOWLEDGING THE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT COMMUNITY DEVELOPPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider approving a resolution acknowledging the project completion of Lincoln Street Family Apartments (Lincoln Village) and to close out grant agreement 21-CDNHP-21003-NTP1.

DISCUSSION

As a result of the 2018 Camp Fire, The City of Oroville was allocated $17,000,089 to procure a developer to construct Lincoln Street Family Apartments and Lincoln Street Senior Apartments. The Richman Group was the winning bidder. Phase 1 was allocated $7,988,820 to complete Lincon Street Family Apartments and Phase 2 was allocated $8,150,000 to complete Lincon Street Senior Apartments. An additional $861,269 for administration and Labor Standards Compliance Monitoring.
A Notice to Proceed (NTP) was executed by HCD on April 6, 2023.

Following construction, the City of Oroville issued a Certificate of Occupancy for Lincoln Street Family Apartments on October 10, 2024.

Project Closeout requires a resolution by the Oroville City Council documenting project completion in order to evidence compliance of the City of Oroville's obligations as required by the Master Standard Agreement (MSA) and NTP. All milestones required by the MSA and NTP have been met and the Department recommends the City adopt the resolution and authorize the Mayor to sign.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9447 - A RESOLUTION TO ACKNOWLEDGE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT COMMUNITY DEVELOPPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1

ATTACHMENTS

Resolution No. 9447

CITY OF OROVILLE
RESOLUTION NO. 9447

A RESOLUTION OF THE OROVILLE CITY COUNCIL ACKNOWLEDGING THE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS (LINCOLN VILLAGE) AND TO CLOSEOUT COMMUNITY DEVELOPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1

BE IT RESOLVED by the City Council of the **City of Oroville** as follows:

WHEREAS, in response to the 2018 wildfires, floods, and mudslides in California, the U.S. Department of Housing and Urban Development allocated $1,017,399,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds under Public Laws 115-254 and 116-20 to the State of California Department of Housing and Community Development (HCD) to support state-wide recovery needs; and

WHEREAS, from this allocation of CDBG-DR funds, HCD created the Disaster Recovery Multifamily Housing Program (DR-MHP) and allocated up to $17,000,089 in funds to the City of Oroville as a subrecipient in their CDBG-DR Action Plan which was approved by the U.S. Department of Housing and Urban Development (HUD) in August 2020; and

WHEREAS, the City of Oroville entered into a Master Standard Agreement (MSA) with HCD on August 10, 2021 in the amount of $8,850,089, which includes $861,269 for administration. On August 2, 2022, the Oroville City Council approved Resolution No. 9083, authorizing the additional funding in the amount of $8,150,000 for Phase II and the Amended MSA was executed on February 16, 2023, bringing the total amount to $17,000,089.

WHEREAS, the City of Oroville awarded Lincoln Street Family Apartments, Phase I in the amount $7,988,820 in CDBG-DR program funds for the construction related and project delivery costs associated with Lincoln Street Family Apartments Phase I through a competitive Notice of Funding Availability released on October 28, 2021.

WHEREAS, HCD issued the City of Oroville a Notice to Proceed (NTP) on April 6, 2023 for the development of a large family affordable housing project known and Lincoln Street Family Apartments Phase I located at 3300 Lincoln Blvd., Oroville CA

95966 and consisting of 60 affordable units and 1 unrestricted manager's unit targeted to large families at or below 60% Area Median Income.

WHEREAS, the Project completed construction and was issued a Certificate of Occupancy by the City of Oroville Building Department on October 10, 2024 and has met the National Objective requirements; and

WHEREAS, the City of Oroville City Council must submit a Resolution authorizing the completion of the Lincoln Street Family Apartments Phase I to HCD in order to comply with all of the requirements set forth in the Master Standard Agreement and Notice to Proceed and to complete the Project Closeout Checklist.

BE IT RESOLVED, the City Council of the City of Oroville is hereby acknowledging the project completion of Lincoln Street Family Apartments Phase I.

BE IT RESOLVED, that the City of Oroville City Council in connection with the authorization of project completion for Lincoln Street Family Apartments Phase I is authorized and directed to deliver a Resolution documenting project completion, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent an purpose of the above resolution, in order to evidence the City of Oroville's obligation related thereto, and HCD's security therefore; certain other documents required by the Department as security for, evidence of or pertaining to the Master Standard Agreement and Notice to Proceed, and all amendments thereto (collectively, the Lincoln Street Family Apartments Phase I, CDBG-DR Grant Documents).

PASSED AND ADOPTED by the City or Oroville City Council this 3rd day of March 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

David Pittman, Mayor
City Council

STATE OF CALIFORNIA
City of **Oroville**

I, **Kayla Reaster, Assistant**, **City** Clerk of the **City** of **Oroville**, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said **City Council** on this **3rd** day of **March**, **2026** and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Kayla Reaster Assistant, **City** Clerk of the **City** of Oroville, State of California

_____

By: Kayla Reaster, Assistant City Clerk

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

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

CALL TO ORDER / ROLL CALL

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

OPEN SESSION

1. Announcement from Closed Session – No Closed Session held.

2. Pledge of Allegiance – Led by Council Member Webber

3. Corrections/Changes to the Agenda – Item # 7 was removed from the agenda to come at a later date.

4. Recusals – Council Member Webber recused himself on Item #4 due to his wife's affiliation with the Oroville High School District's School Board.

5. Adoption of Agenda

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

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Vice Mayor Smith: Reported that the Butte County Mosquito and Vector Control Board will not be able to spray for mosquitos in the community until the weather changes. Wet weather does not allow spraying to occur.

   Mayor Pittman: Reported on his attendance at the Ribbon Cutting Ceremony for the new Applebee's and IHOP restaurant. He stated it was a nice event and the renovation looked great.

2. Administration Reports

   Brian Ring, City Administrator: Notified Council that earmark season is here. The federal lobbyists (The Ferguson Group) will be advocating for funding for Southside curb, gutter, and sidewalks, Police Department staffing, and drainage projects. Additionally, the Butte County Association of Governments has some funding opportunities coming up that will be advocated for as well. They include CMAQ fundings and ATP funding for the potential placement of a roundabout at Acacia Avenue.

   Jason Wines, Chief of Police: Reported that the Police Department will be hiring a cadet to go through the Police Academy. Additionally, a survey was sent out to 1580 people regarding overall satisfaction with the PD. Of those filled out, there has been a score overall of 4.5 out of 5. Notified Council there have been flock cameras placed at Hewitt Park for ongoing monitoring. The Annual Awards given out by the Oroville PD were awarded. Year-to-date the PD has received 5767 calls for service.

   Tim Kaber, Director of Public Works: Report printout provided and is uploaded to these minutes as a supplemental item.

CONSENT CALENDAR

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

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

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

1. INVESTMENT POLICY ADOPTION FOR 2026

The City Council adopted the Statement of Investment Policy 2026 for the City of Oroville by adopting Resolution No. 9439.

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

The City Council approved an agreement with R.L. Hastings and Associates to prepare the National Environmental Policy Act (NEPA) review and conduct Federal and State Labor Standards Monitoring and Section 3 Monitoring for the next three years for the city's Storm Drain Improvement Project by adopting Resolution No. 9438.

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

The City Council approved rescinding Resolution No. 9241 and adopting Resolution No. 9440 for the submittal of an application to the State Department of Housing and Community Development for the 2023 HOME Investment Partnership (HOME) Program funding in the amount of $500,000, naming the Mayor as the designee to execute agreement.

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

The following member(s) of the public submitted public comment on this item: Stephanie Elrich, John Zilich II, Kyle McDonald.

The City Council adopted Resolution No. 9441, expressing their support for Oroville High School Safe Grad Night by the following vote:

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

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

NOES: None

ABSENT: Council Member Thomson

RECUSED: Council Member Webber

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

The City Council adopted Resolution No. 9443 to appoint a designated person, per a Treasury Regulation, responsible for the Affordable Care Act reporting.

6. APPROVAL OF THE 02.03.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the regular meeting minutes from 02.03.2026.

REGULAR BUSINESS

7. FISCAL IMPACT ANALYSIS FOR RESIDENTIAL PROJECTS

This item was removed from the agenda and will return at a later date.

8. ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY

The City Council directed staff to fine tune the provided language relating to transparency and accountability to the Elected Officials Guiding Principles handbook or to the Municipal Code. Staff was directed to bring this item back at a later date for consideration.

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

The City Council approved the contribution of six hundred dollars to support the White Lion Dancers for the upcoming Chinese New Year Celebration by the following vote:

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

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

10. ADDITIONAL ROAD FUNDING FOR FISCAL YEAR 2025/26

The City Council considered appropriating up to $200,000 in additional funding for road projects in Fiscal year 2025/26. Council Member Reynolds motioned for the Council to leave the $200,000 in the contingency fund and for this to be revisited in April 2026. Council Member Goodson seconded that motion.

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

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

NOES: Council Member Webber and Mayor Pittman

ABSENT: Council Member Thomson

ABSTAINED: None

11. GRANT WRITING FUNDING FOR FISCAL YEAR 2025/26

The City Council approved appropriating $50,000 in funding for grant writing activity in Fiscal Year 2025/26 by the following vote:

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

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

NOES: Council Member Reynolds

ABSENT: Council Member Thomson

ABSTAINED: None

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

The City Council approved entering into a new employment contract with Amy Bergstrand for the position of Director – Business Assistance and Housing Development, with an annual salary of $175,100 by approving Agreement No. 3407-4 and adopting Resolution No. 9442 by the following vote:

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

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

PUBLIC HEARINGS

The public hearing was opened at 5:28PM; and closed at 5:56PM.

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

The following member(s) of the public submitted public comment on this item: Marsha Henderson, John Zilich II, and Eric Shanke.

The City Council directed staff to make amendments to the ordinance and bring back at the March 3, 2026 City Council meeting as a regular item for consideration.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

   Council Member Goodson and Reynolds would like to see an item be brought back to the Council regarding prohibiting smoking in City parks.

   Vice Mayor Smith and Council Member Reynolds would like to see an item be brought back to the Council regarding an update on Bedrock Park.

2. Correspondence

   i. Oroville Fire Department Monthly Statistic Report

   ii. Business Assistance and Housing Development Monthly Report

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

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

   v. Correspondence Received from Rhonda Magnusson

ADJOURN THE MEETING

The meeting was adjourned at 6:39PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE

PUBLIC WORKS DEPARTMENT CITY COUNCIL UPDATE

January 2026 – February 2026

Prepared by: Tim, Cody, Jamie, Wade, Vanessa Nancy

Date: 02/17/2026

This monthly newsletter highlights key activities in each Public Works division with visuals and brief updates.

Misc. Notes:

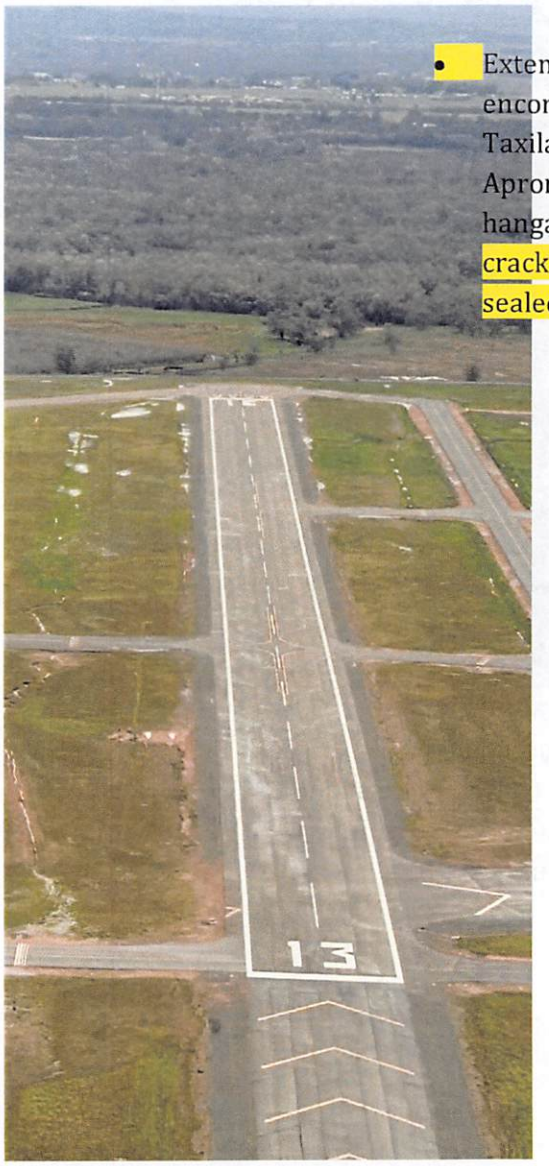
- Continuing to make progress on invoices process
- Continuing to work through requests via new 311 system
- Removing redundancies and creating efficiencies in our work flows

Airport Division

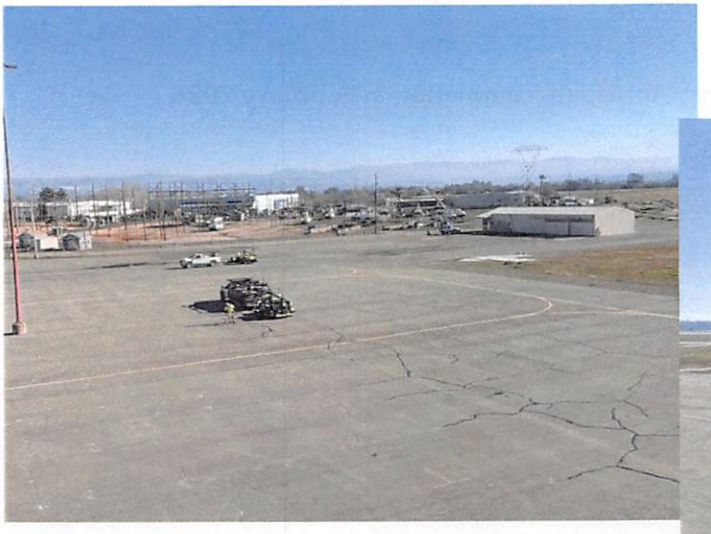
Operations:

- Operations and construction work were heavily impacted throughout December and January due to heavy dense fog and moisture accumulation on pavement surfaces.
- Numerous NOTAMS filed with FAA for work in progress for airport projects
- Worked with legal team regarding ground lease expirations current and future
- Worked with "Our Energy" on grant application and attestations for potential micro-grid in the airport area
- Software upgrades for fuel dispenser kiosk
- Weights and Measures re-certified fuel dispensers and billing platform
- Continued work on language and insurance provisions for roofing contract
- Prepared and submitted grant drawdown packages to FAA for AIP 028, 029 and 030
- Continue marking taxiway and ramp cracks for repairs
- Minor repairs and facility re-arrangement following extreme wind events
- Runway 13-31 Marking Upgrades complete





- Extensive asphalt crack sealing project encompassing South Parking Apron, Taxilanes A, B, C, G and H, North Tie Down Apron, and Helicopter landing zone for BCSO hangar (city owned). 101,968ft. of asphalt cracks sealed. 2,926ft. of concrete joints sealed







- 1,043 gallons of AVGas sold (58 transactions)
- 1,317 gallons of Jet A sold (25 transactions)
- 750 gallons of Jet A sold from fuel truck (1 transaction)
- Coordinated additional work on new ASOS equipment with FAA, NOAA, and Harris FTI (ongoing...completion in February 2026)

Maintenance:

- Lubricated Various Hangar Doors
- Daily Lighting Inspections
- Daily OFD inspections

Projects:

- Extensive creak seal project ongoing. Anticipate completion in February 2026 (weather dependent)

Engineering Division

2000 Challenger Avenue Update

No changes.

The original designer has submitted a proposal for the renovation design.

The proposal is currently in review for adequacy and scope.



Hewitt Park Update

Contract Award Amount: $4,530,077

Current Contract Amount: $4,811,818.94

Current Change Orders Planned: None

Contingency Remaining (including Planned Change Orders): $91,632

Vast majority of the construction is complete. Finishing drainage and landscaping features this month. Sod installation now complete, with an 8 week establishment period. A punch-list walk will occur when weather permits for the rest of the park.

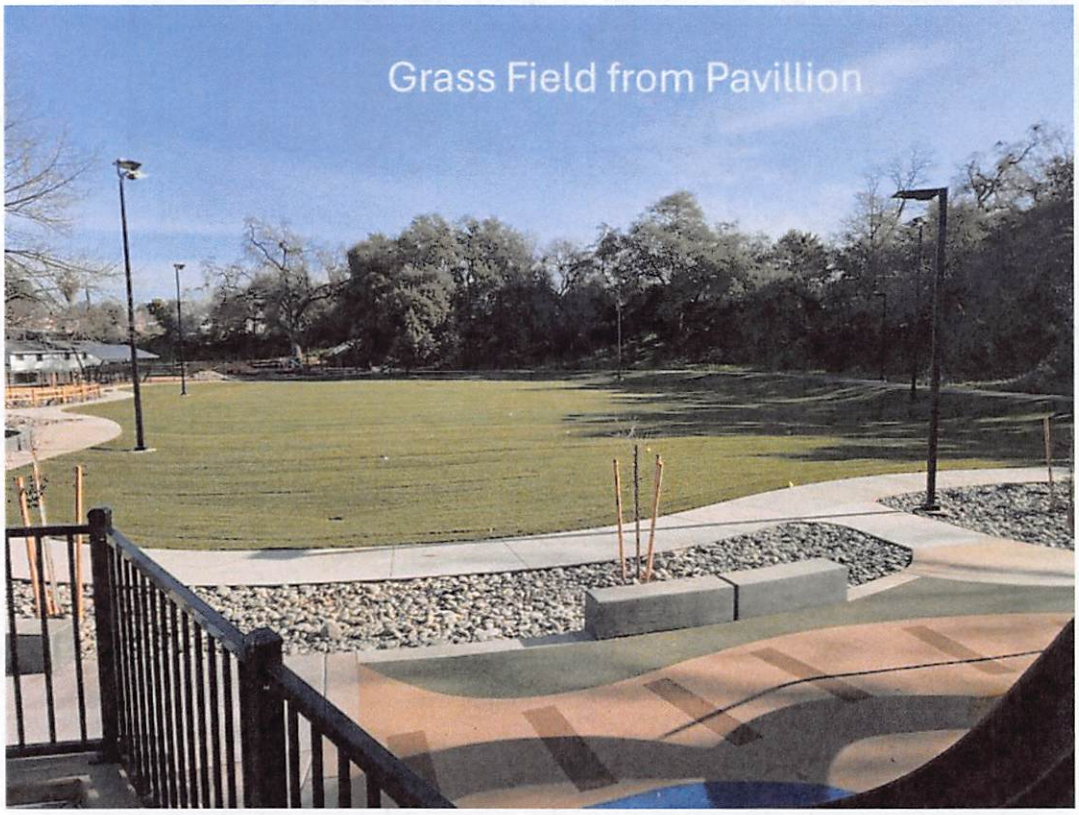
Work planned for February/March:

- Butte County Env Health certification of splash pad
- Punch-list work
- Establish rules for the Park

Work not yet scheduled:

- Parking Lot lights (ordered, planned for later this Spring for PW installation)

Working with Staff to finalize security and maintenance actions/responsibilities.





Corporation Yard Update

Contractor: United Building Contractors (UBC)

Architect: Studio W

Phase 1 award amount: $30,000 + $7,500 for survey work

Contract Award: April 15th, 2025

Discussion:

Second Conceptual layout due this week. PW team will review for adequacy and budget adherence. If project looks viable then Staff will seek approval from Council to proceed at the March 17th Council meeting.

Bedrock Park

Contract Award Date: April 15, 2025

Contractor: Melton Design Group, Inc.

Contract Amount: $103,175

Surveying has been completed. Concept design approved by Parks Commission and City Council, contractor is working on 50% design documents.

Project Phasing:

- ✓ Task 1 – Project Launch and Coordination
- ✓ Task 2 – Site Analysis, Topographic Survey, Base Development
- ✓ Task 3 – Master Plan, Program Development, Cost Analysis

•Task 4 – Design Development to 50% (Phase 1 only) - Current phase in execution

•Task 5 – Construction Drawings, Specs, Submittals (Phase 1 Only)

•Task 6 – Bid and Construction Administration (Phase 1 Only)

Montgomery Roundabout

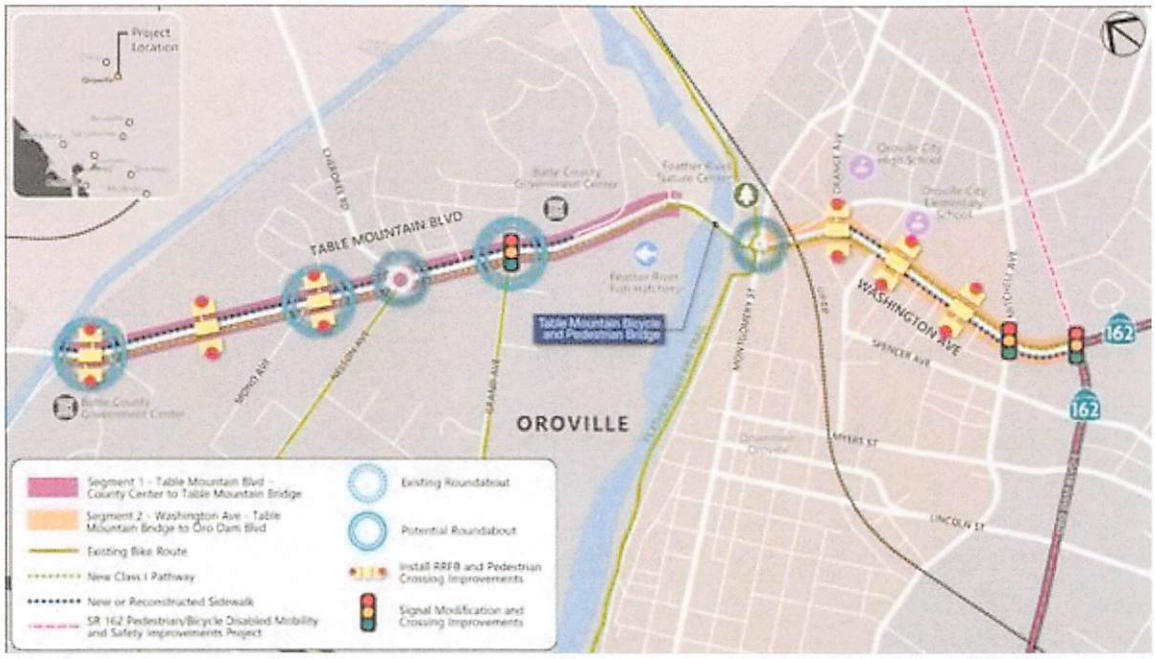
Construction and Construction Management Projects approved at Council Meeting on NTP issued 11/18. Contract was paused in late November due to cold/inclement weather. Anticipate project re-start in late Feb/early March when asphalt plants reopen.

South Oroville Drainage Improvements

Project is moving forward with American Engineering. They are focusing their attention on Greenville and the culvert issue there and the right-of-way needed for drainage and street improvements on Elgin and Fort Wayne. Greenville Drainage Plans complete, working on Specification package. Working through property ownership and construction easements on the far West end of Greenville.

Washington and Table Mountain Complete Streets Project

Project is underway with Mark Thomas. 30% Design is complete. Information regarding the project is now posted on the City's website at City Projects | Oroville, CA Public Workshop was held December 5th at the Union Coffee Club. Additional outreach is scheduled for Feather Fiesta Days, and an upcoming ODBA meeting.



Norton Street Repave Project

City is working with Rolls Anderson Rolls to design drainage improvements and road rehabilitation along Norton Street. Challenges are that the road is very narrow, the public needs both sides of the road for parking, currently not access compliant, utilities throughout the public right of way, and there are no sidewalks. Considering having the road be one-way to keep parking on both sides. Will be reaching out to property owners for feedback.

Anticipate award in summer 2026.

Traffic Light at Acacia and Orange

Looking at ways to optimize the traffic lights while we wait for funds to run a full roundabout feasibility study. Met with three companies that may be able to decrease wait times using newer technology. It would require the City pay for cameras at the site ($5,000 to $8,000). Will be part of the recently awarded Safe Streets For All Grant.

SR162 Complete Streets

Project complete, working with CalTrans to close out construction documents and reimbursements.

Streets and Storm Drain Division

Operations:

- Equipment challenges
- Various trainings including CMMS (Computerized Maintenance Management System – MobileMMS), Leadership Trainings
- Holidays and vacation schedules

Maintenance:

- Replaced regulatory and caution signs
- Operated street sweeper
- Shoulder work along Valley View and in industrial area
- Clean ditches
- Worked storm related activities
- Poured concrete and reset bricks on Montgomery St at Lincoln St
- Pavement repairs using asphalt patch trailer on Beverly Ln
- Removed and replaced uneven sidewalks on Feather River Blvd
- Assisted Code Enforcement with homeless clean up
- Filled 184 potholes



Parks & Trees Division

Operations

- Worked 100 crew hours with Street Dept on ditch work and storm related activities
- Various trainings including MMS, Leadership, Irrigation, and others.
- Working around vacation schedules and holidays

Maintenance:

- Cleaned parks and green areas 4 days a week.
- Mowed parks and green areas on a routine basis.
- Cleaned and weeded Landscape, Lighting, and Assessment Districts.
- Trimmed 107 street trees.
- Planted trees
- Sprayed herbicides throughout parks and green areas
- Checked and made numerous irrigation repairs in parks and green areas
- Stump grind numerous stumps around town and in parks
- Planted, installed irrigation, and mulch at Foothill Estate

Museums

Operations

Museum Closures and Modified Hours

- **Seasonal Museum Closure:** All museums will be closed from **November 23, 2025 through February 27, 2026**.

Strategic Planning

All museums are currently engaged in a strategic planning process focused on strengthening visibility, improving accessibility, enhancing collections care and compliance, ensuring relevance, and expanding community partnerships.

Museum staff and docents are preparing for the upcoming events for Chinese Lunar New Year and other festivities.

Staffing

- The **Seasonal Museum Assistant** is on board and providing valuable assistance
- The museums have welcomed a **graphic design intern** from Butte College. The intern will help the museums with branding initiatives, as well as some exhibit design.

Docent Association

- The Docent Association's structure and bylaws are currently under review by City staff.
- City volunteer policies and the Docent Handbook are also being reviewed for potential updates.
- A new Executive Board has been established.

Electrical Division

This month the electrical department facilitated the routine maintenance of all traffic signals, streetlights and airport lighting

Facilitated the installation of streetlight footing on the corner of Montgomery St and Huntoon.

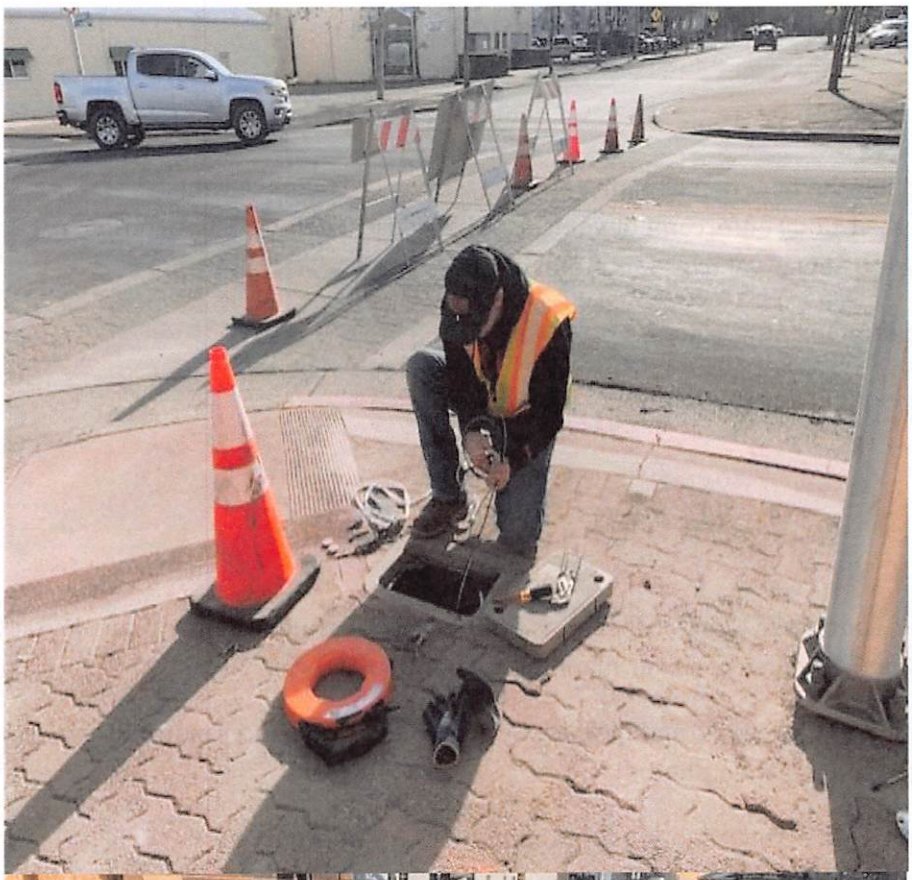
Wired and installed new streetlight at Montgomery St/Huntoon.
Coordinated with PG&E to have power restored to Streetlight






MARTIN
ROAD
CLOSED
DETOUR


MARTIN





Fleet Division

Operations:

In the month of October, the fleet department repaired/serviced 10 Police vehicles – 38 Street/Parks vehicles – 1 Code enforcement vehicles – 1 Electrical vehicle – 0 Airport vehicle – 1 IT vehicle – 8 Sewer vehicles for a total of 62

Training and certification for AC services

Attended several Fleet management demos

Sewer Division

The city sewer crew's conducted CCTV inspections on 5,127 ft, 0.9 mile of sewer main. Jet Rod/cleaned 32,113 ft, 6.08 miles of sewer main in the month of February.

During CCTV inspection of City sewer main, city sewer crew identified and repaired the bottom of manhole J9 (see attached photos)

Assisted in excavation of streetlight footing for Montgomery St/Huntoon.

Assisted in erection of new streetlight pole and fixture on Montgomery St/Huntoon.

The city sewer crew facilitated routine landscaping and maintenance at multiple lift stations.











CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

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

DATE: **March 3, 2026**

SUMMARY

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

DISCUSSION

Background

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

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

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

assist the City Council in determining whether, and under what conditions, the exemption request should be considered, and whether additional funding mechanisms should be pursued to address service impacts.

Scope and Methodology

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

- Development Program:
  - 436 total residential units
  - Unit sizes ranging from approximately 1,520 to 1,638 square feet
  - Construction anticipated between 2026 and 2030
  - Average household size of 2.63 persons
  - The sales price for these market rate homes is anticipated to be between $425,000 and $480,000.
- Revenue Analysis:
  - Property tax revenues calculated using actual AB 8 apportionment factors, including tax-sharing arrangements for annexed areas
  - Sales and use tax revenues estimated on a per-household basis, including Measure U public safety sales tax
  - Utility user tax, franchise fees, licenses, permits, and other revenues calculated using per-capita multipliers
- Expenditure Analysis:
  - Public safety and municipal service costs estimated using population-based multipliers
  - Overhead costs applied using a fully burdened rate derived from the City's adopted budget
  - Infrastructure maintenance costs are excluded, as it is assumed that maintenance districts will fully mitigate those costs

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

Key Findings

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

- Annual General Fund Revenues: ~$938,041
  - Sales and Use Tax: ~$634,353
  - Property Tax: ~$88,825
  - Utility User Tax, Franchise Fees, and other revenues: $214,863
- Annual General Fund Expenditures: ~$1,039,796
  - Police: ~$534,268
  - Fire: ~$397,040

    - Code Enforcement, Building, and other services: balance
- Net Annual Fiscal Impact:
    - ($101,755) General Fund deficit at buildout
    - ($233.38) net deficit per dwelling unit

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

Next Steps and Staff Recommendation

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

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

FISCAL IMPACT

The Fiscal Impact Analysis prepared by Willdan indicates that, at full buildout, the projects would result in a modest net annual General Fund deficit of approximately $101,755, or approximately $233.38 per dwelling unit. While the analysis identifies a negative fiscal impact, staff notes that the magnitude of the impact is relatively limited and provides a useful baseline for evaluating potential mitigation strategies.

ACTION(S) REQUESTED -

1. **RECEIVE AND FILE THE FISCAL IMPACT ANALYSIS PREPARED BY WILLDAN FINANCIAL SERVICES FOR THE RUDDY CREEK, CALLE VISTA, LINKSIDE PHASE 2, AND FEATHER RANCH RESIDENTIAL PROJECTS; AND**
2. **PROVIDE DIRECTION TO STAFF TO WORK WITH WILLDAN FINANCIAL SERVICES TO PROCEED WITH THE FORMATION OF A COMMUNITY FACILITIES DISTRICT TO FUND DEVELOPER'S UNDERGROUND INFRASTRUCTURE; OR**
3. **PROVIDE ALTERNATIVE DIRECTION TO STAFF.**

ATTACHMENTS

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

City of Oroville

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

Fiscal Impact Analysis

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

www.willdan.com



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III. METHODOLOGY 3

IV. CONCLUSIONS 7

EXHIBIT A – CITY OF OROVILLE FISCAL IMPACT ANALYSIS

I. Introduction

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

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

II. Development Assumptions

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

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

Table 1 – City of Oroville Projects for Fiscal Impact Analysis

Project Name/Plan	Sq. Ft.	No. Units	Est. Sales Price
Ruddy Creek Phase 1			
Plan 1	1,520	27	$425,000
Plan 2	1,605	70	$450,000
Ruddy Creek Phase 2			
Plan 1	1,520	26	$425,000
Plan 2	1,605	32	$450,000
Calle Vista Phases 3 & 4			
Plan 1	1,545	22	$435,000
Plan 2	1,638	33	$460,000
Linkside Phase 2			
Plan 1	1,600	56	$480,000
Feather Ranch			
Plan 1	1,600	170	$480,000
Total Units		**436**	

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

III. Methodology

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

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

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

Property Tax Revenues

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

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

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

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

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

Sales and Use Tax Revenues

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

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

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

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

Multiplier Revenues

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

The multiplier revenues are shown in Table 2 below.

Table 2 – City General Fund Revenues

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

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

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

Multiplier Expenditures

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

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

The multiplier expenditures are shown in Table 3 below.

Table 3 – City General Fund Expenditures

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

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

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

Overhead Percentage:
25.1%

IV. Conclusions

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

Table 4 – Net Fiscal Impact Summary

Budget Line Item	Buildout Impact
Revenues	
Sales and Use Tax	$634,353
Property Tax	$88,825
Utility User Tax	$130,732
Franchise Fees	$54,122
Other Taxes	$2,438
Licenses	$3,579
Permits	$22,748
Fines and Forfeitures	$1,244
Total	**$938,041**
Expenditures	
Building	$25,907
Code Enforcement	$74,834
Fire	$397,040
Police	$534,268
Museums	$7,747
Total	**$1,039,796**
Net Fiscal Impact	**($101,755)**
Net Fiscal Impact per Unit	**($233.38)**

EXHIBIT A

City of Oroville Fiscal Impact Analysis

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029
Description	**One-Time Amount**	**Annual Amounts →**			
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	27.00	0.00
Annual plan 2 units		0.00	0.00	70.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	13.00	13.00
Annual plan 2 units		0.00	0.00	16.00	16.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$435,000				
Plan 2 base sales price	$460,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	11.00	11.00
Annual plan 2 units		0.00	0.00	16.50	16.50
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	28.00	28.00	0.00

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

New Residential Construction Summary

Plan	Value	Cumulative Absorption			
Ruddy Creek Phase 1 Plan 1	$425,000	0	0	27	27
Ruddy Creek Phase 1 Plan 2	$450,000	0	0	70	70
Ruddy Creek Phase 2 Plan 1	$425,000	0	0	13	26
Ruddy Creek Phase 2 Plan 2	$450,000	0	0	16	32
Calle Vista 3/4 Plan 1	$435,000	0	0	11	22
Calle Vista 3/4 Plan 2	$460,000	0	0	16	33
Linkside Phase 2	$480,000	0	28	56	56
Feather Ranch	$480,000	0	0	0	85
Total Units		0	28	209	351
Ruddy Creek New Secured Assessed Value		$0	$0	$55,700,000	$68,425,000
Other Projects New Secured Assessed Value		$0	$13,440,000	$39,025,000	$92,430,000
Cumulative New Secured Assessed Value from Residential Construction		$0	$13,440,000	$94,725,000	$160,855,000
Estimated Persons per Household					
Oroville average PPH	2.63				
Cumulative New Population from Residential Construction		0	74	550	923

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029
Property Taxes					
Est. AB 8 Apportionment Factor (tax sharing)	0.0845%				
Est. AB 8 Apportionment Factor (no tax sharing)	0.0131%				
Est. PTILVLF Apportionment Factor	0.0063%				
FY 2025-26 Secured Property Tax Revenue Est.	$3,680,179				
FY 2025-26 Est. Property tax in-lieu of VLF revenues	$1,785,456				
Unsecured AV as percentage of secured	1%				
Cumulative new secured AV (tax sharing)		$0	$0	$55,700,000	$68,425,000
Cumulative new unsecured AV (tax sharing)		$0	$0	$557,000	$684,250
Total new secured AV (tax sharing)		$0	$0	$56,257,000	$69,109,250
Cumulative new secured AV (no tax sharing)		$0	$13,440,000	$39,025,000	$92,430,000
Cumulative new unsecured AV (no tax sharing)		$0	$134,400	$390,250	$924,300
Total new secured AV (no tax sharing)		$0	$13,574,400	$39,415,250	$93,354,300
Cumulative new secured property taxes		$0	$1,758	$52,194	$69,938
Cumulative new unsecured property taxes		$0	$18	$522	$699
Cumulative new PTILVLF		$0	$853	$6,011	$10,208
Cumulative new property taxes		$0	$2,629	$58,728	$80,845
Sales and Use Taxes					
General sales and use tax rate	1%				
Measure U public safety sales tax	1%				
Total sales and use tax percentage	2%				
Sales and use tax revenues	$11,902,150				
Households in Oroville	7,036				
Sales and use tax per household	$1,691.61				
Oroville average res. vacancy rate	14%				
Net new household estimate		0	24	180	302
New sales and use tax		$0	$40,599	$304,489	$510,865

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029
Cumulative Net New Revenues	Multiplier				
Sales and Use Tax	Case Study	$0	$40,599	$304,489	$510,865
Property Tax	Case Study	$0	$2,629	$58,728	$80,845
Utility User Tax	$114.01	$0	$8,396	$62,667	$105,245
Franchise Fees	$47.20	$0	$3,476	$25,944	$43,571
Other Taxes	$2.13	$0	$157	$1,169	$1,963
Licenses	$3.12	$0	$230	$1,716	$2,881
Permits	$19.84	$0	$1,461	$10,905	$18,313
Fines and Forfeitures	$1.08	$0	$80	$596	$1,001
Total Net New Revenues		$0	$57,026	$466,213	$764,686
Cumulative Net New Expenditures	Multiplier				
Building	$22.59	$0	$1,664	$12,419	$20,856
Code Enforcement	$65.26	$0	$4,806	$35,872	$60,245
Fire	$346.25	$0	$25,498	$190,324	$319,636
Police	$465.93	$0	$34,311	$256,105	$430,110
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$0	$498	$3,714	$6,237
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$0	$66,776	$498,434	$837,083
Net Fiscal Impacts		$0.00	($9,750.18)	($32,220.95)	($72,397.72)
Net Fiscal Impact per Unit		NA	($348.22)	($154.17)	($206.26)
Minimum annual fiscal impact (2026$)	**($101,754.81)**				

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Description	**One-Time Amount**				
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$435,000				
Plan 2 base sales price	$460,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Feather Ranch					
Base sales price	$480,000				
Units (1,600 sq. ft.)	170				
Construction start	2028				
Buildout period	2				
Annual units		85.00	0.00	0.00	0.00

New Residential Construction Summary

Plan	Value				
Ruddy Creek Phase 1 Plan 1	$425,000	27	27	27	27
Ruddy Creek Phase 1 Plan 2	$450,000	70	70	70	70
Ruddy Creek Phase 2 Plan 1	$425,000	26	26	26	26
Ruddy Creek Phase 2 Plan 2	$450,000	32	32	32	32
Calle Vista 3/4 Plan 1	$435,000	22	22	22	22
Calle Vista 3/4 Plan 2	$460,000	33	33	33	33
Linkside Phase 2	$480,000	56	56	56	56
Feather Ranch	$480,000	170	170	170	170
Total Units		436	436	436	436
Ruddy Creek New Secured Assessed Value		$68,425,000	$68,425,000	$68,425,000	$68,425,000
Other Projects New Secured Assessed Value		$133,230,000	$133,230,000	$133,230,000	$133,230,000
Cumulative New Secured Assessed Value from Residential Construction		$201,655,000	$201,655,000	$201,655,000	$201,655,000
Estimated Persons per Household					
Oroville average PPH	2.63				
Cumulative New Population from Residential Construction		1,147	1,147	1,147	1,147

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Property Taxes					
Est. AB 8 Apportionment Factor (tax sharing)	0.0845%				
Est. AB 8 Apportionment Factor (no tax sharing)	0.0131%				
Est. PTILVLF Apportionment Factor	0.0063%				
FY 2025-26 Secured Property Tax Revenue Est.	$3,680,179				
FY 2025-26 Est. Property tax in-lieu of VLF revenues	$1,785,456				
Unsecured AV as percentage of secured	1%				
Cumulative new secured AV (tax sharing)		$68,425,000	$68,425,000	$68,425,000	$68,425,000
Cumulative new unsecured AV (tax sharing)		$684,250	$684,250	$684,250	$684,250
Total new secured AV (tax sharing)		$69,109,250	$69,109,250	$69,109,250	$69,109,250
Cumulative new secured AV (no tax sharing)		$133,230,000	$133,230,000	$133,230,000	$133,230,000
Cumulative new unsecured AV (no tax sharing)		$1,332,300	$1,332,300	$1,332,300	$1,332,300
Total new secured AV (no tax sharing)		$134,562,300	$134,562,300	$134,562,300	$134,562,300
Cumulative new secured property taxes		$75,275	$75,275	$75,275	$75,275
Cumulative new unsecured property taxes		$753	$753	$753	$753
Cumulative new PTILVLF		$12,797	$12,797	$12,797	$12,797
Cumulative new property taxes		$88,825	$88,825	$88,825	$88,825
Sales and Use Taxes					
General sales and use tax rate	1%				
Measure U public safety sales tax	1%				
Total sales and use tax percentage	2%				
Sales and use tax revenues	$11,902,150				
Households in Oroville	7,036				
Sales and use tax per household	$1,691.61				
Oroville average res. vacancy rate	14%				
Net new household estimate		375	375	375	375
New sales and use tax		$634,353	$634,353	$634,353	$634,353

Fiscal Year		2029-2030	2030-2031	2031-2032	2032-2033
Cumulative Net New Revenues	Multiplier				
Sales and Use Tax	Case Study	$634,353	$634,353	$634,353	$634,353
Property Tax	Case Study	$88,825	$88,825	$88,825	$88,825
Utility User Tax	$114.01	$130,732	$130,732	$130,732	$130,732
Franchise Fees	$47.20	$54,122	$54,122	$54,122	$54,122
Other Taxes	$2.13	$2,438	$2,438	$2,438	$2,438
Licenses	$3.12	$3,579	$3,579	$3,579	$3,579
Permits	$19.84	$22,748	$22,748	$22,748	$22,748
Fines and Forfeitures	$1.08	$1,244	$1,244	$1,244	$1,244
Total Net New Revenues		$938,041	$938,041	$938,041	$938,041
Cumulative Net New Expenditures	Multiplier				
Building	$22.59	$25,907	$25,907	$25,907	$25,907
Code Enforcement	$65.26	$74,834	$74,834	$74,834	$74,834
Fire	$346.25	$397,040	$397,040	$397,040	$397,040
Police	$465.93	$534,268	$534,268	$534,268	$534,268
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$7,747	$7,747	$7,747	$7,747
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$1,039,796	$1,039,796	$1,039,796	$1,039,796
Net Fiscal Impacts		($101,754.81)	($101,754.81)	($101,754.81)	($101,754.81)
Net Fiscal Impact per Unit		($233.38)	($233.38)	($233.38)	($233.38)
Minimum annual fiscal impact (2026$)	**($101,754.81)**				

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Description	**One-Time Amount**				
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$435,000				
Plan 2 base sales price	$460,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Feather Ranch					
Base sales price	$480,000				
Units (1,600 sq. ft.)	170				
Construction start	2028				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00
New Residential Construction Summary					
Plan	Value				
Ruddy Creek Phase 1 Plan 1	$425,000	27	27	27	27
Ruddy Creek Phase 1 Plan 2	$450,000	70	70	70	70
Ruddy Creek Phase 2 Plan 1	$425,000	26	26	26	26
Ruddy Creek Phase 2 Plan 2	$450,000	32	32	32	32
Calle Vista 3/4 Plan 1	$435,000	22	22	22	22
Calle Vista 3/4 Plan 2	$460,000	33	33	33	33
Linkside Phase 2	$480,000	56	56	56	56
Feather Ranch	$480,000	170	170	170	170
Total Units		436	436	436	436
Ruddy Creek New Secured Assessed Value		$68,425,000	$68,425,000	$68,425,000	$68,425,000
Other Projects New Secured Assessed Value		$133,230,000	$133,230,000	$133,230,000	$133,230,000
Cumulative New Secured Assessed Value from Residential Construction		$201,655,000	$201,655,000	$201,655,000	$201,655,000
Estimated Persons per Household					
Oroville average PPH	2.63				
Cumulative New Population from Residential Construction		1,147	1,147	1,147	1,147

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Property Taxes					
Est. AB 8 Apportionment Factor (tax sharing)	0.0845%				
Est. AB 8 Apportionment Factor (no tax sharing)	0.0131%				
Est. PTILVLF Apportionment Factor	0.0063%				
FY 2025-26 Secured Property Tax Revenue Est.	$3,680,179				
FY 2025-26 Est. Property tax in-lieu of VLF revenues	$1,785,456				
Unsecured AV as percentage of secured	1%				
Cumulative new secured AV (tax sharing)		$68,425,000	$68,425,000	$68,425,000	$68,425,000
Cumulative new unsecured AV (tax sharing)		$684,250	$684,250	$684,250	$684,250
Total new secured AV (tax sharing)		$69,109,250	$69,109,250	$69,109,250	$69,109,250
Cumulative new secured AV (no tax sharing)		$133,230,000	$133,230,000	$133,230,000	$133,230,000
Cumulative new unsecured AV (no tax sharing)		$1,332,300	$1,332,300	$1,332,300	$1,332,300
Total new secured AV (no tax sharing)		$134,562,300	$134,562,300	$134,562,300	$134,562,300
Cumulative new secured property taxes		$75,275	$75,275	$75,275	$75,275
Cumulative new unsecured property taxes		$753	$753	$753	$753
Cumulative new PTILVLF		$12,797	$12,797	$12,797	$12,797
Cumulative new property taxes		$88,825	$88,825	$88,825	$88,825
Sales and Use Taxes					
General sales and use tax rate	1%				
Measure U public safety sales tax	1%				
Total sales and use tax percentage	2%				
Sales and use tax revenues	$11,902,150				
Households in Oroville	7,036				
Sales and use tax per household	$1,691.61				
Oroville average res. vacancy rate	14%				
Net new household estimate		375	375	375	375
New sales and use tax		$634,353	$634,353	$634,353	$634,353

Fiscal Year		2033-2034	2034-2035	2035-2036	2036-2037
Cumulative Net New Revenues	Multiplier				
Sales and Use Tax	Case Study	$634,353	$634,353	$634,353	$634,353
Property Tax	Case Study	$88,825	$88,825	$88,825	$88,825
Utility User Tax	$114.01	$130,732	$130,732	$130,732	$130,732
Franchise Fees	$47.20	$54,122	$54,122	$54,122	$54,122
Other Taxes	$2.13	$2,438	$2,438	$2,438	$2,438
Licenses	$3.12	$3,579	$3,579	$3,579	$3,579
Permits	$19.84	$22,748	$22,748	$22,748	$22,748
Fines and Forfeitures	$1.08	$1,244	$1,244	$1,244	$1,244
Total Net New Revenues		$938,041	$938,041	$938,041	$938,041
Cumulative Net New Expenditures	Multiplier				
Building	$22.59	$25,907	$25,907	$25,907	$25,907
Code Enforcement	$65.26	$74,834	$74,834	$74,834	$74,834
Fire	$346.25	$397,040	$397,040	$397,040	$397,040
Police	$465.93	$534,268	$534,268	$534,268	$534,268
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$7,747	$7,747	$7,747	$7,747
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$1,039,796	$1,039,796	$1,039,796	$1,039,796
Net Fiscal Impacts		($101,754.81)	($101,754.81)	($101,754.81)	($101,754.81)
Net Fiscal Impact per Unit		($233.38)	($233.38)	($233.38)	($233.38)
Minimum annual fiscal impact (2026$)	**($101,754.81)**				

Fiscal Year		2037-2038	2038-2039	2039-2040	2040-2041
Description	**One-Time Amount**				
Housing Construction					
Ruddy Creek Phase 1					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	27				
Plan 2 Units (1,605 sq. ft.)	70				
Construction start	2027				
Buildout period	1				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Ruddy Creek Phase 2					
Plan 1 base sales price	$425,000				
Plan 2 base sales price	$450,000				
Plan 1 Units (1,520 sq. ft.)	26				
Plan 2 Units (1,605 sq. ft.)	32				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Calle Vista Phases 3 & 4					
Plan 1 base sales price	$435,000				
Plan 2 base sales price	$460,000				
Plan 1 Units (1,545 sq. ft.)	22				
Plan 2 Units (1,638 sq. ft.)	33				
Construction start	2027				
Buildout period	2				
Annual plan 1 units		0.00	0.00	0.00	0.00
Annual plan 2 units		0.00	0.00	0.00	0.00
Linkside Phase 2					
Base sales price	$480,000				
Units (1,600 sq. ft.)	56				
Construction start	2026				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00

Fiscal Year		2037-2038	2038-2039	2039-2040	2040-2041
Feather Ranch					
Base sales price	$480,000				
Units (1,600 sq. ft.)	170				
Construction start	2028				
Buildout period	2				
Annual units		0.00	0.00	0.00	0.00
New Residential Construction Summary					
Plan	Value				
Ruddy Creek Phase 1 Plan 1	$425,000	27	27	27	27
Ruddy Creek Phase 1 Plan 2	$450,000	70	70	70	70
Ruddy Creek Phase 2 Plan 1	$425,000	26	26	26	26
Ruddy Creek Phase 2 Plan 2	$450,000	32	32	32	32
Calle Vista 3/4 Plan 1	$435,000	22	22	22	22
Calle Vista 3/4 Plan 2	$460,000	33	33	33	33
Linkside Phase 2	$480,000	56	56	56	56
Feather Ranch	$480,000	170	170	170	170
Total Units		436	436	436	436
Ruddy Creek New Secured Assessed Value		$68,425,000	$68,425,000	$68,425,000	$68,425,000
Other Projects New Secured Assessed Value		$133,230,000	$133,230,000	$133,230,000	$133,230,000
Cumulative New Secured Assessed Value from Residential Construction		$201,655,000	$201,655,000	$201,655,000	$201,655,000
Estimated Persons per Household					
Oroville average PPH	2.63				
Cumulative New Population from Residential Construction		1,147	1,147	1,147	1,147

Fiscal Year		2037-2038	2038-2039	2039-2040	2040-2041
Property Taxes					
Est. AB 8 Apportionment Factor (tax sharing)	0.0845%				
Est. AB 8 Apportionment Factor (no tax sharing)	0.0131%				
Est. PTILVLF Apportionment Factor	0.0063%				
FY 2025-26 Secured Property Tax Revenue Est.	$3,680,179				
FY 2025-26 Est. Property tax in-lieu of VLF revenues	$1,785,456				
Unsecured AV as percentage of secured	1%				
Cumulative new secured AV (tax sharing)		$68,425,000	$68,425,000	$68,425,000	$68,425,000
Cumulative new unsecured AV (tax sharing)		$684,250	$684,250	$684,250	$684,250
Total new secured AV (tax sharing)		$69,109,250	$69,109,250	$69,109,250	$69,109,250
Cumulative new secured AV (no tax sharing)		$133,230,000	$133,230,000	$133,230,000	$133,230,000
Cumulative new unsecured AV (no tax sharing)		$1,332,300	$1,332,300	$1,332,300	$1,332,300
Total new secured AV (no tax sharing)		$134,562,300	$134,562,300	$134,562,300	$134,562,300
Cumulative new secured property taxes		$75,275	$75,275	$75,275	$75,275
Cumulative new unsecured property taxes		$753	$753	$753	$753
Cumulative new PTILVLF		$12,797	$12,797	$12,797	$12,797
Cumulative new property taxes		$88,825	$88,825	$88,825	$88,825
Sales and Use Taxes					
General sales and use tax rate	1%				
Measure U public safety sales tax	1%				
Total sales and use tax percentage	2%				
Sales and use tax revenues	$11,902,150				
Households in Oroville	7,036				
Sales and use tax per household	$1,691.61				
Oroville average res. vacancy rate	14%				
Net new household estimate		375	375	375	375
New sales and use tax		$634,353	$634,353	$634,353	$634,353

Fiscal Year		2037-2038	2038-2039	2039-2040	2040-2041
Cumulative Net New Revenues	Multiplier				
Sales and Use Tax	Case Study	$634,353	$634,353	$634,353	$634,353
Property Tax	Case Study	$88,825	$88,825	$88,825	$88,825
Utility User Tax	$114.01	$130,732	$130,732	$130,732	$130,732
Franchise Fees	$47.20	$54,122	$54,122	$54,122	$54,122
Other Taxes	$2.13	$2,438	$2,438	$2,438	$2,438
Licenses	$3.12	$3,579	$3,579	$3,579	$3,579
Permits	$19.84	$22,748	$22,748	$22,748	$22,748
Fines and Forfeitures	$1.08	$1,244	$1,244	$1,244	$1,244
Total Net New Revenues		$938,041	$938,041	$938,041	$938,041
Cumulative Net New Expenditures	Multiplier				
Building	$22.59	$25,907	$25,907	$25,907	$25,907
Code Enforcement	$65.26	$74,834	$74,834	$74,834	$74,834
Fire	$346.25	$397,040	$397,040	$397,040	$397,040
Police	$465.93	$534,268	$534,268	$534,268	$534,268
Parks and Trees	$0.00	$0	$0	$0	$0
Museums	$6.76	$7,747	$7,747	$7,747	$7,747
Streets and Drainage	$0.00	$0	$0	$0	$0
Total Net New Expenditures		$1,039,796	$1,039,796	$1,039,796	$1,039,796
Net Fiscal Impacts		($101,754.81)	($101,754.81)	($101,754.81)	($101,754.81)
Net Fiscal Impact per Unit		($233.38)	($233.38)	($233.38)	($233.38)
Minimum annual fiscal impact (2026$)	**($101,754.81)**				

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **IVAN MEDINA, STAFF ASSISTANT**

RE: **ANNUAL EASTER EGG HUNT – FEE WAIVER REQUEST**

DATE: **MARCH 3, 2026**

SUMMARY

The Fraternal Order of Eagles (FOE) 196 is requesting a waiver of park rental fees in the amount of $53.00 for the Annual Easter Egg Hunt to be held at Rotary Park on April 4, 2026. The event is a long-standing, family-oriented community activity that provides a recreational opportunity for residents and visitors.

DISCUSSION

The FOE 196 has requested a waiver of park rental fees for the Annual Easter Egg Hunt to be held at Rotary Park. The organization is a nonprofit, community-based group that regularly supports local events and activities. The Annual Easter Egg Hunt is a long-standing, free, family-friendly event that serves the community. Approval of the fee waiver would help reduce financial barriers for the event and demonstrate the City's continued support for community-oriented activities.

FISCAL IMPACT

Approval of this request will result in a waived park rental fee in the amount of $53.00.

ACTION REQUESTED -

APPROVE THE REQUEST FROM PHILIP VALADE, ON BEHALF OF THE FRATERNAL ORDER OF EAGLES 196, TO WAIVE PARK RENTAL FEES IN THE AMOUNT OF $53.00 FOR THE ANNUAL EASTER HUNT SCHEDULED FOR APRIL 4, 2026, AT ROTARY PARK.

ATTACHMENTS

Event Application Fee Waiver Request

DISCOVER GOLD . . . DISCOVER OROVILLE

CITY OF OROVILLE

Parks and Trees Department

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

FACILTY USE FEE WAIVER APPLICATION

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

For Office Use Only

FY _____ APPL# _____ AMT$ _____ APPROVED_____ DENIED _____

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

Section A – Applicant Information

FOE196 EAGLES, FRATERNAL Order of
Applicant Legal Organization Name — DBA (including doing business as...Organization Name)

2010 MONTGOMERY ST. OROVILLE, CA
Organization Local Address

PO BOX 306 OROVILLE CA 95965
Organization Mailing Address — City/State — Zip Code

PHILIP VALADE CHAIRMAN
Contact Person — Title

530-403-0859 _____ _____
Daytime Phone — Evening Phone — Fax

PHILIPVALADE19@GMAIL.COM
Email address

Type of Organization: X 501 (c) (Please specify type of 501 status): FRATERNAL ORDER (501(c)8)

_____ Government Entity _____ Other (Explain)_____

Requesting Waiver For (name of event/program) FOE196 EAGLES EASTER EGG HUNT

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

City Facility Requested ROTARY PARK

Total Facility Fee Charged $ 53.00

Total Fee Waiver Requested $ (100%) 53.00

Section B – Budget Information Applicant Name _____

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

EVENT OR PROGRAM EXPENSES		EVENT OR PROGRAM INCOME	
A. Salaries / Fees		A. Registration Income	$_____
1. Artists/Performers/Speakers/Contracted Staff	$_____	_____ participants x $_____ registration fee	
2. Administrative	$_____	B. Donations or Sponsorships	
3. Program Staff	$_____	1. Corporate / Business	$_____
4. Other (Specify)	$_____	2. Foundations	$_____
A. Total Salaries / Fees	$_____	3. Clubs / Organizations	$_____
B. Space Rental (non - City)	$ 0	4. Other (specify)	$_____
C. Remaining Costs (Itemized)		**B. Total Donations/Sponsorship Total**	$_____
1. Equipment rental	$_____	**C. Other Income**	$_____
2. Printing	$_____	Explain Other Income Source: _____	
3. Supplies	$_____		
4. Food	$_____	**TOTAL Event/Program OPERATING INCOME** (A+B+C)	$ 0
5. Trophies	$_____		
6. Travel	$_____		
7. Insurance	$_____		
8. Other (explain) EASTER Eggs	$ 500.00		
C. Total Remaining Costs	$_____		
D. City Facility Use Fees	$_____		
Attach additional pages as needed to illustrate details of expenses listed above.			
TOTAL Event/Program Operating Expenses (A+B+C+D)	$ 500.00		

SECTION C

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

Signature _____ Title Chairman Date 1/24/2024

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

Fee Waiver approved _____ Fee Waiver Denied ____

Program Narratives (attach additional pages if necessary)

1. Explain the event/program:

EAGLES ANNUAL EASTER EGG HUNT

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

3. What age groups are targeted? 12 + under

4. What are the event/program dates? APRIL 4, 2026

5. Is there an admission/access charge? Yes____ No X Is it open to the public? Yes___ No___

6. What City Facility is needed for this event/program? _____

7. Have you paid City Facility Use Fees for the event/program before? NO

a. If yes, list amount paid _____

b. If no. who authorized previous fee waiver? CITY COUNCIL

7. Describe the public value and benefit to the Oroville community:

FREE EVENT FOR THE KIDS 12 + UNDER

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

THE EAGLES (FOE 196) WAS EXEMPTED FROM FEES BY THE CITY COUNCIL MANY YEARS AGO.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **UPDATED HEWITT PARK OPERATIONS, RULES, AND RENTAL FEES**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider modifications to Hewitt Park operations and rental fees.

DISCUSSION

The City Council received a presentation on updated Hewitt Park Hours and Rental fees during the January 20th, 2026 Council meeting. Direction was provided to Staff to refine the operations, security, and rental fee structure.

Staff met internally and with external partners from Feather River Recreation and Parks District. These discussions produced the recommendations in the attached presentation.

Operating hours and insurance requirements were discussed and verbally approved at the January 20th meeting, and are presented again for the full consideration of Hewitt Park Rules and Rental Fees.

FISCAL IMPACT

Any adjustment to rental rates may affect General Fund or Parks Division revenues associated with facility rentals. Increases could help offset maintenance and operations costs; decreases may encourage more public usage but reduce cost recovery. Fiscal impacts will vary based on the direction of Council.

ACTION REQUESTED -

APPROVE THE RECOMMENDED OPERATIONS, RULES, AND RENTAL FEES, OR PROVIDE DIRECTION TO STAFF TO FURTHER INVESTIGATE AND REFINE OPERATIONS, RULES, AND RENTAL FEES.

ATTACHMENTS

Hewitt Park operations, Rules, Rental Rates presentation.

Hewitt Park Operations, Rules, Rental Fees

Tuesday, March 03, 2026

Oroville City Council

Public Works

Operating Hours

- Sunday – Thursday: 6 a.m. to 9 p.m.
- Friday – Saturday: 6 a.m. to 10 p.m.
- Splash Pad will close seasonally from November 1st to April 1st

Operations and Maintenance

- Opening:
  - Parks Staff will open the park at 6 a.m.
- Closing:
  - OPD/MLE will close park at established daily closing time
  - Perform security sweep
- Cleaning
  - Parks Staff will clean restroom daily, and picnic pavilion after each rental

Proposed Hewitt Park Rules

Incorporating Council, Parks Commission, and Other Agencies Recommendations

- General rules:
  - Be respectful of others – this park is for the enjoyment of everyone
  - No adults in posted Kid Only Zones unless accompanied by a minor (a person under 18) or a developmentally disabled person
  - No weapons/firearms
  - No glass containers/alcohol without written permit
  - No drugs or drug paraphernalia
  - No smoking/smokeless tobacco, including vaping products
  - No vending without permit
  - Report hazards or vandalism to park authorities
  - Failure to follow rules will result in removal from park

Proposed Hewitt Park Rules Con't

- General rules:
  - All sites/facilities except the picnic pavilion are First Come, First Served
    - Picnic Pavillion is First Come, First Served unless there is a reservation
  - No charcoal except in picnic pavilion BBQ
  - Propane grills allowed at picnic tables only
  - No campfires
  - No skateboards/skates/bikes/e-bikes allowed within fenced areas
  - Dogs allowed in dog park area only, trained service animals excepted
  - No playing or practicing golf
  - No overnight camping or parking
  - No littering

Splash Pad Rules

- Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the splash pad area
- Caution: Water is recirculated – Do not drink
- Rinsing off in the shower is highly encouraged both before and after using the splash pad
- No personal or pet grooming/bathing
- No running

Court Rules

- Be courteous and respectful to all players and spectators
- Courts are First Come, First Served unless otherwise posted by the Parks Dept.
- No gum/food
- If others are waiting to play release the court to the next group of players at the conclusion of your game
- No chairs on courts or inside fenced area

Dog Park Rules

- Leashes must be used until dogs are inside the dog park area
- No handlers shall have more than 2 dogs under their control
- Dogs must be current with vaccinations
- No female dogs in heat
- Dog handlers must be in view and in control of their dog(s) at all times
- Dog handlers must properly dispose of waste immediately
- Dogs who are aggressive will be required to be removed immediately
- Handlers are responsible for any injury or damage caused by their dogs
- Children must be closely supervised at all times

Rental Rates

- There is no fee to enter the park
- Courts and athletic field – First Come, First Served
  - Courts are rentable/reservable via Special Use Permit for $15/hr/court
- Picnic Pavillion - $50/three hour period (2 per day), otherwise First Come, First Served
  - Add Cleaning Deposit for Rentals ($100)
- Rentals and Reservations available at City Hall Monday – Thursday
  - 3 days in advance
  - Reservations will be posted at picnic pavilion daily
- Rental Insurance will not be required

Action Requested

- Approve Rules and Rates or Provide Direction to Staff

Questions?

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **NOVEMBER 3, 2026 GENERAL ELECTION POTENTIAL BALLOT MEASURES**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider placing two measures on the November 3, 2026 General Election ballot regarding proposed amendments to the City Charter.

DISCUSSION

The Council directed staff at its February 3, 2026 City Council Meeting, to bring back revised ballot measures to amend and clean up the existing City Charter.

Staff are bringing back two proposed measures to be presented for voter approval on November 3, 2026:

1. First ballot measure would delete the Treasurer position, which has been vacant for over two and a half years and is no longer needed. This would save the City approximately $65,000 annually.
2. The second ballot measure would update the language in the Charter having to do with the Parks Commission, affirming the fact that this commission works in an advisory capacity to the City Council.

It is recommended that staff hold public meetings on these topics, share information on social media and Council members work to identify individuals who are willing to be advocates for these changes.

FISCAL IMPACT

To be determined by the Butte County Registrar of Voters, however, anticipated to be between $30,000 - $35,000 per measure.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

Draft Ballot Measure Language; and
Current and proposed language for Parks Commission

City of Oroville

Resolution No. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE CALLING AND GIVING NOTICE OF AN ELECTION TO BE HELD ON NOVEMBER 3, 2026, SUBMISSION OF BALLOT MEASURE PROPOSALS TO APPROVE AMENDMENTS TO THE CITY CHARTER OF THE CITY OF OROVILLE BY THE ELECTORS OF THE CITY OF OROVILLE

WHEREAS, the City Council of the City of Oroville has determined that it is necessary and desirable to amend the City Charter to improve governance, enhance operational efficiency, and better serve the residents of Oroville; and

WHEREAS, Section 3 of Article XI of the California Constitution requires that proposed amendments to a City charter be submitted to the voters for approval; and

WHEREAS, the proposed amendments to the City Charter have been drafted and reviewed by the City Council, legal counsel, and appropriate stakeholders, ensuring they are in the best interests of the City and its residents; and

WHEREAS, the City Council desires to submit the proposed amendments to the City Charter to the voters at a special municipal election to be held on November 3, 2026;

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

1. **Election Called**: The City Council hereby calls a special municipal election to be held on November 3, 2026, for the purpose of submitting four questions to the qualified electors of the City of Oroville containing proposed amendments to the City Charter.
2. **Four Measures Submitted to Voters**: The questions to be submitted to the voters at the November 3, 2026 election shall be substantially in the following form:

2A. **MEASURE _____**

Shall the City of Oroville Charter be amended to ~~change the City~~delete the vacant and no longer needed City Treasurer position, saving the City approximately $65,000 annually. ~~from an elected position to one that is appointed by the City Council?~~	**YES**
	NO

2B. MEASURE _____

Shall the City of Oroville Charter be amended to ~~repeal Articles XXVII Advertising the City and XXVIII Street and Other Public Improvements/Contracts, and to~~ affirm the current and previous practice ~~establish~~of ~~-~~the Park Commission performing in~~is~~ an Advisory ~~body~~ capacity to the City Council?	**YES** **NO**

3. **Vote Requirement**: That the vote requirement for the measures each to pass are a majority (50%+1) of the votes cast.
4. **Full Text of Amendments**: The full text of the proposed amendments to the City Charter, as approved by the City Council, are attached hereto as Exhibit A and incorporated herein by this reference.
5. **Publication and Notice**: The City Clerk is hereby directed to publish notice of the election and perform all other duties as required by law in connection with the conduct of the election, including the publication of the full text of the proposed amendments and/or causing them to be made available for review at the City and on the City's website at no cost to members of the public as required by law.
6. **Election Procedures**: The election shall be conducted in accordance with the provisions of the Elections Code of the State of California and the ordinances of the City of Oroville pertaining to municipal elections.
7. **Severability**: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are severable.
8. **Effective Date**: This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this XX day of June, 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

_____

_____

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

Current Language

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.
The department of parks shall have the power and duty:
1. To manage and control the parks owned or operated by the City of Oroville.
2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without city limits.
3. To construct and operate, sell, rent or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, parcel checking rooms and lockers and other similar purposes.
4. To establish schedules of charges for special services.
5. To grant to the department of playgrounds and recreation the right to establish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commissioners.
6. To have charge over and care of trees, plants and lawns in parking along public streets, subject to street improvements authorized by the city.
7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.

Appropriation may be made from the general city funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund.

No money in the park fund shall be used for any purpose other than the financial support of the department of parks.

The board of park commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the city for financing the work of the park department, and to appropriate and expend the same for the purposes of the department, in accordance with the provisions of this Charter.

Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the city treasury to the credit of the park fund.

No real property shall be acquired by the city for park sites unless such sites are first approved by the board of park commissioners.

Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.

Whenever funds are donated by any person or persons for the acquisition or construction of any building, structure, work or improvement in a public park, and the donor or donors thereof shall, at the time of such donation, request the appointment of

a special commission to take charge of the expenditure of such funds and to supervise the construction of such improvement, the council may, in its discretion, if said proposed improvement will increase the value of such park for park purposes, provide by ordinance for the appointment by the mayor, subject to the conformation by a majority of the council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.

In the event funds are donated in the manner provided for in this section for the maintenance of any such improvement at the time of construction thereof or otherwise, the council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.

All lands belonging to the city which may hereafter be set apart, or dedicated for the use of the public as a public park, shall forever remain to the use of the public inviolate.

Proposed Language

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.

The Park's Commission shall advise the City Council on all matters pertaining to the operation and regulation of City Parks. The Council shall receive recommendations of the Commission prior to taking any action related to the Parks.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **PARTNERSHIP WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT TO PAINT GEORGIA-PACIFIC TRAIN LOCATED AT HEWITT PARK**

DATE: **MARCH 3, 2026**

SUMMARY

At the request of Council Member Webber and Vice Mayor Smith, the City Council shall consider seeking an agreement with the Oroville Union High School District for the painting of the train at Hewitt Park.

DISCUSSION

Hewitt Park ("Park") is nearing the completion of a multimillion-dollar renovation, transforming the Park into a state-of-the-art facility, including splash pad, new play structures, new slide, ball courts, and a new grass area. The Park has historically displayed a Georgia-Pacific Steam Engine at one of the entrances to the Park.

Council Member Webber and Vice Mayor Smith are requesting the Council direct staff to see if an agreement can be reached with the Oroville Union High School District to provide supervised appropriate painting of the train, by students from the District who are learning these skills in their curriculum. Should an agreement be reached, the District could also work with other entities in the community to provide / donate the necessary supplies needed to complete the project. Such a project could provide great experience for the youth in District, providing a lasting impression on the Park.

FISCAL IMPACT

None.

ACTION REQUESTED -

DIRECT STAFF TO WORK WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT ON AN AGREEMENT TO PROVIDE SUPERVISED APPROPRIATE PAINTING OF THE TRAIN LOCATED AT HEWITT PARK; OR

DO NOT PROVIDE STAFF DIRECTION TO WORK WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT ON AN AGREEMENT TO PROVIDE SUPERVISED APPROPRIATE PAINTING OF THE TRAIN LOCATED AT HEWITT PARK.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **CHRIS TENNS, FIRE CHIEF**

RE: **FIRE STATION KITCHEN AND FLOOR REMODEL**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider a minor/focused remodel at the Oroville Fire Station to address worn and outdated kitchen and flooring materials. The project would replace original cabinets from the 1980s, upgrade kitchen countertops, and remove existing laminate flooring installed around 2011 that is now heavily worn. Staff initially requested $60,000 for this project in the current fiscal year budget; however, the project quote was received at $75,528.55 and staff is requesting an additional $15,528.55 to complete the work. Funding ($60,000) for this remodel is budgeted within the Capital Project allocation for facility improvement.

DISCUSSION

The existing kitchen cabinets at the Oroville Fire Station are original to the building and have been in continuous use for several decades. In addition, the laminate flooring installed in approximately 2011 has shown significant wear due to heavy foot traffic, daily cooking, and firefighters moving in and out of the station throughout the day and night. These conditions have made the space more difficult to maintain and no longer suitable for the level of use the facility receives.

The proposed remodel would update the cabinets and countertops with more durable materials and replace the laminate flooring with polished concrete. Polished concrete is well suited for a fire station because it is long-lasting, easy to disinfect, and designed to handle high traffic. Staff requested $60,000 for this project during the current budget cycle, but the quote received totaled $75,528.55; therefore, staff is requesting an additional $15,528.55 to fully complete the project as proposed.

FISCAL IMPACT

The project was budgeted at $60,000 in the current fiscal year. The contractor's quote totals $75,528.55, resulting in a funding shortfall of $15,528.55 from the appropriate fund. If the Council elects to include the optional full height back splash, an additional $5,680.00 would be required.

ACTION REQUESTED –

APPROVE THE ADDITIONAL $15,528.55 IN APPROPRIATIONS NEEDED TO COMPLETE THE FIRE STATION 91 KITCHEN AND FLOORING REMODEL PROJECT, FROM THE CAPITAL PROJECT FUND; OR

PROVIDE OTHER DIRECTION TO STAFF.

ATTACHMENTS

Mike Carey Construction Quote

MIKE CAREY CONSTRUCTION
14 IRON HORSE LANE
OROVILLE, CA 95966
530-282-2657
CA Lic. #731140
D.I.R. #1000024862
Signatory to U.B.C.

2/18/2026

Oroville Station 91
2055 Lincoln Street
Oroville CA 95965

KITCHEN REMODEL			
Demo/Remove/Dump		$	4,640.00
Misc Plumbing	with Top off, Gas Hook up, Garbage Disposal and Flaucet	$	5,600.00
Hood Relocation		$	3,500.00
Misc Electrical		$	4,000.00
Misc Drywall		$	1,500.00
Appliance Hook up	Reinstalled	$	1,200.00
FLOORS			
Demo/Remove/Dump	with misc Baseboard	$	12,500.00
CABINETS Installed		$	24,363.00
COUNTERS Intalled		$	5,874.00
PAINT		$	2,500.00
TOTAL		$	65,677.00
	15%	$	9,851.55
TOTAL		$	75,528.55

WE MEET ALL SKILLED AND TRAINED REQUIREMENTS

STATION 91 / KITCHEN REMODEL
2055 LINCOLN STREET
INCLUDED

Demo
Minor Electrical
Relocate existing Hood and Dishwasher
New Cabinets per CAD Drawings
Quartz Counter Tops W-6" Backsplash
New SS Sink Faucet Garbage Disposal
Drywall Patching / Painting

EXISTING FLOOR TO BE REMOVED
Breakroom
Kitchen
Hallway to Bathroom
Captains Office
Grinding / Polishing Existing Floor
Application of Concrete Guard and Sealer

ADD FULL HEIGHT QUARTZ BACK SPLASH

TOTAL PRICE
$5,680.00

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **APPROVAL OF BUDGET INCREASE FOR CONTRACT NUMBER 240150 FOR ADDENDUM NO. 1 TO TASK ORDER NO. 3 – ELGIN FT. WAYNE DRAINAGE STUDY, AMERICAN ENGINEERING**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider approving a budget increase for Addendum No. 1 to Task Order No. 3 with American Engineering (formerly known as W. Gilbert Engineering) for the Elgin Ft. Wayne Drainage Study**.**

This Addendum was signed on September 5, 2024 by the Public Works Director, outside of current contract approval practices. The addendum authorized additional work consisting of expanded topographic surveys and preparation of updated preliminary layouts, cost estimates, and recommendations. The total requested increase is $30,650. The value of the additional authorized work is $30,650.00**.**

DISCUSSION

On May 20, 2021, the City signed a Task Order with W. Gilbert Engineering for the Elgin Ft. Wayne Drainage Study, which evaluates storm drainage conditions and potential improvements in the project area. This contract was for $41,950.

As the project progressed, additional analysis was needed. Addendum No. 1 authorized expanded services totaling $30,650.00, which included:

- **Task A – Topographic Surveys ($12,450.00):** Expanded surveying of the area bounded by Elgin Street, Wyandotte Avenue, Lincoln Street, and the abandoned railroad right-of-way to document existing improvements, elevations, storm drain facilities, and rights-of-way.

- **Task B – Preliminary Layouts, Cost Estimates & Recommendations ($18,200.00):** Preparation of preliminary drainage alternatives, updated cost estimates, right-of-way recommendations, and a final report with supporting files.

The total value of the work currently under contract is $72,600.00.

Staff is currently unable to pay any invoices that total over the current signed contract amount of $41,950.00.

There is conflict within the documents with regards to the Task Order number. This Staff Report uses Task Order No. 3 as that is what is in our financial system. The documents are aligned in regard to all other aspects of the SOW and contract amount.

FISCAL IMPACT

Addendum No. 1 to Task Order No. 3 authorizes additional professional engineering services in the amount of $30,650.00. A budget adjustment in the amount of $30,650.00 is required to pay submitted invoices. Fees can be realigned from the Storm Drain Repair budget.

ACTION REQUESTED -

APPROVE A BUDGET INCREASE FOR CONTRACT 240150 TO PAY FOR ADDENDUM NO. 1 TO TASK ORDER NO. 3 WITH AMERICAN ENGINEERING FOR THE ELGIN FT. WAYNE DRAINAGE STUDY IN THE AMOUNT OF $30,650.00

ATTACHMENTS

Original Task Order Approval Packet

Signed Addendum No. 1 to Task Order No. 3 – Elgin-Ft. Wayne Drainage Study with Scope of Work

Quote

Flight Light Inc.
2708 47th Avenue
Sacramento, CA 95822, USA
https://flightlight.com

US: +1 800 806 3548
Worldwide: +1 916 394 2800

Customer Number: 01-QUOTECA
Quote Number: 0114056

Quote Date: 4/7/2021
Expires On: 5/7/2021

Salesperson: Darrell Grigsby
darrell.grigsby@flightlight.com
Direct Line: 1-916-330-1083

Bill To:
Oroville Municipal Aoirport
Rick
rforley@cityoforoville.org
(530) 990-0541
CA
mgiese@cityoforoville.org

Ship To:
Oroville, CA 95965
United States

Confirm To: Mike Giese

Notes: 5215530337219

Ship Via	Terms
BEST WAY	Prepay by Check, ACH or CC

Item / Description	UOM	Qty Quoted	Price	Amount
--6.6 881--				
*SL-AV-PAPI-2-P0-66-12-0 Aviation Light AV-PAPI, - FAA 2-LHA - Permanent Installation - 6.6A Constant Current input - complete with Tilt Switch & Heated Lens - FAA Orange	EACH	2.000	$18,496.94	$36,993.88
TR-L830-04 100 Watt 6.6/6.6 60Hz L-830 Transformer	EA	4.000	$154.09	$616.36
TRC-D4-D4 L823 Primary Connector Kit Style 3 & 10 for #8 AWG	EA	4.000	$16.86	$67.44
TRH-HSK-1.5 Heat Shrink Kit Extra Large Glue all the way through. 16" Long	EA	4.000	$7.49	$29.96
Lead time 8 weeks				

We do not have a resale certificate (exemption number) on file for you. Please submit your exemption/certificate number if you have one. Thank you!
U.S. customers only.

Freight Will Be Charged at Shipping
We Appreciate Your Business

Manage Your Account and Track Your Order Online: https://store.flightlight.com
Terms and Warranty: https://flightlight.com/terms

Net Order:	$37,707.64
Freight:	$802.00
Sales Tax:	$2,733.80
Order Total:	$41,243.44 USD

LED Precision Approach Path Indicator

AV-PAPI Series 3 (Voltage Powered Systems)







Compliance
- Certified to FAA L880/881 AC 150/5345-28H Style A, Class I includes Heated Lens and Tilt Switch options (Certification pending for FAA Style B)
- Photometrically compliant to ICAO, DGAC and UFC standards
- Buy American List compliant

Applications
- Airfield lighting

Features
- Cost Effective
  - Low power consumption
  - Low maintenance
- High Performance
  - Fully integratable into an Avlite runway system
  - Remote control options
- Reliable
  - No bulbs blown – ever
  - Latest LED technology
  - No moving parts
- Optional Add-Ons
  - Solar power supplies
  - Mounting solutions
  - Marine grade stainless steel
  - External baffles (blanking devices)

The Avlite LED Series 3 PAPI is a highly efficient Precision Approach Path Indicator. It uses LEDs as a light source to reduce maintenance, lower power consumption, and increase reliability, safety and visibility. The light head unit is designed for energy efficiency, and can be supplied with AC or DC voltage input, or optional solar power supplies. The Series 3 is also available with optional marine-grade finishes to withstand prolonged exposure in environments with high humidity and salinity.

Patented LED Optics
Innovative optics achieve the industry's lowest power consumption, uniform intensity, and sharpest red/white transition for critically accurate approach slope information to the pilot.

Field Proven Design
The Avlite LED PAPI was developed by Laser Guidance Inc, a United States designer and manufacturer of high precision aviation lighting products. Now in its 3rd generation, over 100 systems have been deployed globally on all seven continents.

Permanent or Portable Operations
Available with permanent frangible or temporary mounting legs, the PAPI is designed to support various usage conditions.

Designed for Commercial or Military Applications
The Avlite LED PAPI is one of the only PAPIs on the market capable of supporting visual and infrared operational states within the same optic. Switchable by ground operators, the visual PAPI allows pilots to identify approach slope information using traditional means of WHITE/RED light or flashing infrared combinations.

+1.800.806.3548 USA
+1.916.394.2800 Worldwide
+1.916.394.2809 Fax

www.flightlight.com
sales@flightlight.com

Flight Light Inc., 2708 47th Ave.
Sacramento, CA, 95822, USA

Product specifications may be subject to change without prior notice. Verify current specifications when ordering. © Flight Light Inc. | 6/12/2020

Technical Specifications ·*

AV-PAPI Series 3	AC	DC
Electrical Characteristics		
Input Voltage	90-264VAC	24V Nominal (21 - 28 VDC)
Input Frequency	50/60 Hz	N/A
Power Consumption		
ICAO/FAA L-880 (4-Box)	328 VA	267 W
FAA L-881 (2-Box)	161 VA	134 W
ICAO APAPI	85 VA	70 W
Physical Characteristics		
Body Material	Epoxy painted aluminum chassis with aviation orange standard; yellow and other colors available	
Hardware Material	Stainless steel & anodized aluminum	
Lens Design	Optical glass lens	
Mounting	Permanent and portable	

Dimensions (LHA Only)	Height (inches/mm)	Width (inches/mm)	Length (inches/mm)	Weight (lb/kg)
Permanent	**Minimum:** 22.27 / 566 **Maximum:** 42.67 / 1083	12.75 / 324	26.87 / 682	17.8 / 8.07
Portable	**Extended:** 19.45 / 494 **Collapsed:** 14.2 / 360	13.22 / 335	26.47 / 672	25 / 11.34

Environmental Factors	
Temperature	-31 to 131 °F (-35 to +55 °C) - Ambient -67 to 176 °F (-55 to +80 °C) - Storage
Wind Loading	100 mph (45 m/s)
Certifications and Compliance	
CE	EN61000-6-3:2007 EN61000-6-1:2007
Quality Assurance	ISO 9001:2015
ICAO	Annex 14 Part 1 PAPI (2 & 4 LHA) & APAPI (2 LHA) Compliant
FAA	L-880/881 (2 & 4 LHA) AC 150/5345-28H Certified Style A Class I
UFC	3-535-01 (4 LHA) Compliant
DGAC	Pending
Intellectual Property	
Patents	U.S. Patent No. US 9,863,601 B2
Trademarks	AVLITE® is a registered trademark of Avlite Systems
Warranty *	Avlite PAPI systems (AV-PAPI) are warranted against mechanical and physical defects in design or manufacture for a period of 12 months from date of installation or 24 months from shipment date; and are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of 4 years per FAA EB67 (applicable edition).
Options Available	· IR mode · Solar power supply · Generator kit · Battery kit · 2.4 GHz, PALC/ARCAL · Hardwired control · Mounting solutions · Marine grade stainless steel · External baffles (blanking devices)

CE · Specifications subject to change or variation without notice. * Subject to standard terms and conditions.
† FAA 150/5345-28H Certified

Available Configurations

Model	Size	Mounting	Output	Power	Control
PAPI	Standard 2 LHA	Permanent	Visible	Solar Kit	Wired
	Standard 4 LHA	Portable	Visible / IR	Generator Kit	Wireless
Marine				Battery Kit	Photocell
Grade				AC	CCR
PAPI				CCR	

+1.800.806.3548 USA
+1.916.394.2800 Worldwide
+1.916.394.2809 Fax

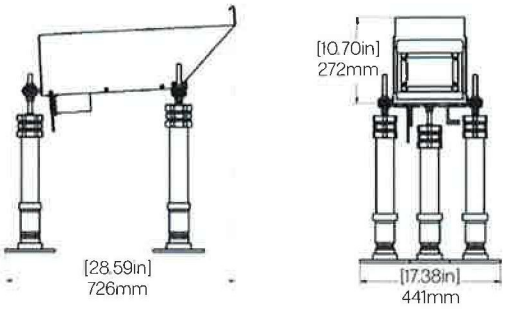
www.flightlight.com
sales@flightlight.com

Flight Light Inc., 2708 47th Ave.
Sacramento, CA, 95822, USA

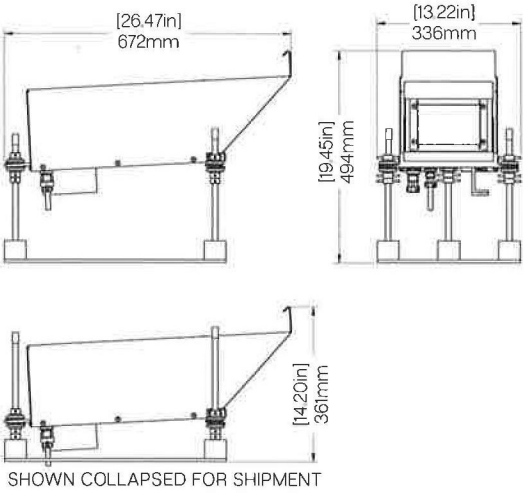
Product specifications may be subject to change without prior notice. Verify current specifications when ordering. © Flight Light Inc. | 6/12/2020

Technical Illustrations

Series 3 PAPI with Permanent Mount

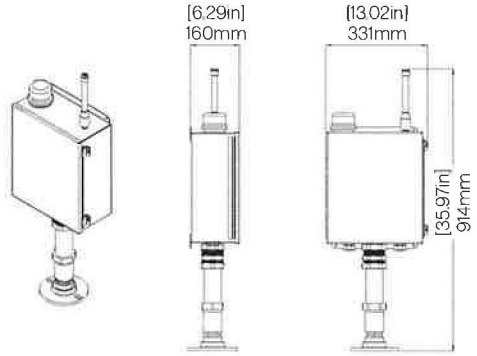


Series 3 PAPI with Portable Mount



SHOWN COLLAPSED FOR SHIPMENT

Power Control Unit



How to Order AV-PAPI Series 3

AV-PAPI - [?] - [??] - [??] - [??]* - [?]

Product No.:

Standard/Size:

A = ICAO Abbreviated-PAPI 2-LHA
2 = FAA 2-LHA
4 = FAA/ICAO 4-LHA

Mounting:

P0 = Permanent
P1 = Portable

Input Voltage:

UM = 100-240VAC (FAA Style A)
24 = 24VDC

Options:

0 = None
1 = Radiofrequency Control
2 = Infrared Only
3 = Infrared and Radiofrequency Control
4 = Heated Lens
5 = Radiofrequency Control and Heated Lens
6 = Infrared and Heated Lens
7 = Infrared, Radiofrequency Control, and Heated Lens
8 = Tilt Switch
9 = Radiofrequency Control and Tilt Switch
10 = Infrared and Tilt Switch
11 = Infrared, Radiofrequency Control, and Tilt Switch
12 = Heated Lens and Tilt Switch (Standard FAA Version)
13 = Radiofrequency Control, Heated Lens, and Tilt Switch
14 = Infrared, Heated Lens, and Tilt Switch
15 = Infrared, Radiofrequency Control, Heated Lens, and Tilt Switch

Color:

0 = FAA Orange
1 = ICAO Yellow
2 = Marine Grade Orange
3 = Marine Grade Yellow
4 = Desert Sand
5 = NATO Green
6 = Marine Grade Desert Sand
7 = Marine Grade NATO Green

*Note: Multiple/all options are available together.

+1.800.806.3548 USA
+1.916.394.2800 Worldwide
+1.916.394.2809 Fax

www.flightlight.com
sales@flightlight.com

Flight Light Inc., 2708 47th Ave.
Sacramento, CA, 95822, USA

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CITY OF OROVILLE
STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: ESTABLISH BUDGET AND APPROPRIATION FOR LEAP PLANNING GRANT TO PROMOTE HOUSING DEVELOPMENT IN OROVILLE

DATE: MAY 4, 2021

SUMMARY

Establish Budget and appropriation for LEAP (Local Early Action Planning Grant to promote housing development in Oroville

DISCUSSION

On June 2, 2020 the City Council approved an application to the Department of Housing and Community Development for $65,000 for a South Oroville blight analysis and a topographic survey for a drainage analysis in South Oroville. The Council also directed staff to implement the grant if awarded. The grant has been awarded and executed.

This action establishes the budget and appropriation for the grant.

FISCAL IMPACT

None

RECOMMENDATION

Approve budget and appropriation for implementation of the awarded LEAP Planning Grant.

ATTACHMENTS

Grant 20-LEAP-15386 Standard Agreement and Instructions

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER: 20-LEAP-15386
PURCHASING AUTHORITY NUMBER (if applicable):

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City of Oroville

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2024

3. The maximum amount of this Agreement is:
$65,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	LEAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
	TOTAL NUMBER OF PAGES ATTACHED	16

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
City of Oroville

CONTRACTOR BUSINESS ADDRESS: 1735 Montgomery Street
CITY: Oroville
STATE: CA
ZIP: 95965

PRINTED NAME OF PERSON SIGNING: Bill LaGrone
TITLE: City Administrator

CONTRACTOR AUTHORIZED SIGNATURE
DATE SIGNED: December 10, 2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS: 2020 W. El Camino Ave., Suite 130
CITY: Sacramento
STATE: CA
ZIP: 95833

PRINTED NAME OF PERSON SIGNING: Shaun Singh
TITLE: Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE
DATE SIGNED: 1/11/2021

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Chapter 3.1 of the California Health and Safety Code (Ch. 159, Sec. 11, Stats. 2019), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Local Early Action Planning Grants Program ("LEAP," or the "Program"), as defined in Health and Safety Code Section 50515, et seq., for Local Governments and Localities. In furtherance of the purpose of the Program, the Department has issued a Notice of Funding Availability ("NOFA") dated January 27, 2020. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for technical assistance, preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment, pursuant to the terms of the NOFA, which includes associated forms, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the NOFA, this Agreement, subsequent amendments to this agreement when necessary, the representations contained in the application and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. Definitions

Terms herein shall have the same meaning as definitions in Section VIII of the LEAP NOFA.

4. Scope of Work

Preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing needs assessment in accordance with the Grantee's Attachment 1: Project Timeline and Budget and Project Description as provided by the Grantee in the LEAP application used for subsequent approval by the Department.

5. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Program Manager, or the Manager's designee. Unless otherwise informed, any

EXHIBIT A

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development
Attention: LEAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

A. The Department is entering into this Standard Agreement ("Agreement") on the basis of, and in reliance on, facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach.

2. Grant and Reimbursement Limit

The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding provided, shall be final. The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed $65,000.00.

3. Grant Timelines

A. This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").

B. All Grant funds must be expended by the Grantee on or before December 31, 2023. To ensure that the Grantee is reimbursed on or before December 31, 2023, the Grantee shall deliver to the Department all final invoices for reimbursement on or before September 30, 2023. Under special circumstances, as determined by the Department, the Department may modify the September 30, 2023 deadline.

It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

EXHIBIT B

4. Allowable Uses of Grant Funds

A. The Department shall not disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA and this Agreement.

B. Grant funds shall only be used by the Grantee for eligible activities pursuant to Section VII of the NOFA and only for activities that were approved by the Department, and as stated in Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application, , and/or any and all documentation incorporated into this Agreement and made a part thereof.

C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity. The Grantee shall use no more than five percent of the total grant amount for costs related to administration of the project.

D. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

E. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed upon completion of deliverables in accordance with Attachment 1: Project Timeline and Budget and Project Description, and subject to the terms and conditions of this Agreement.

F. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of full execution of the Agreement, and completed during the grant term, will be reimbursable.

G. Approved and eligible costs incurred prior to the NOFA date are ineligible and will not be reimbursed.

5. Performance

A. The Grantee shall take such actions, pay such expenses, and do all things necessary to complete all activities as incorporated into the LEAP application and in accordance with the schedule for completion set forth in the Statement of Work, the Grantee's Project Description and Attachment 1: Project Timeline and Budget, and within the terms and conditions of this Agreement.

B. The Department may monitor expenditures and activities of Grantee, as the department deems necessary, to ensure compliance with program requirements.

EXHIBIT B

C. The Department may request repayment of funds from Grantee or pursue other remedies available to it by law for failure to comply with program requirements.

6. Fiscal Administration

A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the LEAP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to LEAP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.

B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.

C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:

1) Government Agency Taxpayer ID Form (GovTIN; Fi$cal form);

2) A Request for Reimbursement form provided by the Department on the Department's Local Early Action Planning (LEAP) Grants webpage; and

3) Any and all documentation requested by the Department in the Request for Reimbursement form and manner as outlined in the following subsection D.

D. Grantee shall submit all required reimbursement documentation to the following address:

Department of Housing and Community Development
Housing Policy Development
Attention: LEAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

E. The Grantee shall submit invoices for reimbursement to the Department. All invoices shall be subject to the Department's approval and submitted in accordance with the following schedule:

EXHIBIT B

1) At maximum, once per quarter; or

2) Upon completion of a deliverable; and

3) At minimum, one invoice for reimbursement annually.

The Department will use the 2020 calendar year beginning from the date of the release of the NOFA on January 27, 2020 as the basis for scheduling reimbursements, with first requests for reimbursement accepted upon full execution of the Agreement by the Grantee and the Department.

F. The Request for Reimbursement must be for a minimum of fifteen percent (15%) of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, Subsection D of this part. Invoices shall include at a minimum the following information:

1) Names of the Grantee's personnel performing work;

2) Dates and times of project work;

3) Itemized costs in accordance with Attachment 1: Project Timeline and Budget, and Project Description, including identification of each employee, contractor or subcontractor who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and

4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.

G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.

H. The Department recognizes that budgeted deliverable amounts are based upon estimates and conditions and circumstances may change. Grantees may request adjustments to Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application in writing (such as a budget adjustment across deliverables), as long as the total budget does not exceed the maximum amount awarded to the Grantee. All adjustments shall be subject to written approval by the Department.

EXHIBIT B

I. Grant funds shall not be disbursed until this Agreement has been fully executed.

J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements for reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.

K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.

1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary and requested by the Department to support the reimbursement to the Grantee for expenditures incurred.

L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Attachment 1: Project Timeline and Budget and the Project Description, and/or any and all documentation incorporated into this Agreement and made a part thereof.

M. The Department may withhold ten percent (10%) of the grant until grant terms have been fulfilled to the satisfaction of the Department and the final close-out report submitted, no later than December 31, 2024 pursuant to Health and Safety Code section 50515.04(c)(2).

N. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.

O. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

EXHIBIT D

LEAP TERMS AND CONDITIONS

1. Reporting

A. During the term of this Standard Agreement ("Agreement") the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Agreement.

B. Pursuant to Health and Safety Code Section 50515.04, subsection (a), during the term of the Agreement, the Grantee shall submit an annual report containing all required information by April 1 of the year following receipt of the Grant funds. The annual reports shall be due from the Grantee until Program funds have been expended, but no later than February 28, 2023. A Grantee may, in lieu of providing a separate annual report as identified in Health and Safety Code Section 50515.04, subsection (a), provide the information as part of its Annual Progress Report.

C. Upon completion of all deliverables required to fulfill this Agreement pursuant to the Grantee's Attachment 1: Project Timeline and Budget as approved in the LEAP Application, the Grantee shall submit a final close out report in accordance with the January 27, 2020 LEAP NOFA. The close out report shall be submitted with the final Request for Reimbursement by September 30, 2023, in accordance with the final invoices due pursuant to Exhibit B, Section 3.

2. Accounting Records

A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), to enable the determination of incurred costs at interim points of completion and provide support for reimbursement payment vouchers or invoices.

B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.

C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

E. Subcontractors employed by the Grantee and paid with moneys under the terms of this

EXHIBIT D

Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall monitor and enforce subcontracts accordingly.

3. Audits

A. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.

3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes and this Agreement.

B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Agreement.

1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.

2) The Grantee is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

EXHIBIT D

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding $10,000.00, the Department's right to audit the contractor's records and interview their employees.

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of three (3) years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

A. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

B. The Department may, as it deems appropriate or necessary, request repayment of funds from an applicant, or pursue any remedies available to it by law for failure to comply with Program requirements.

C. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

D. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

E. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Agreement.

EXHIBIT D

F. Both the Grantee and the Department have the right to terminate the Agreement at any time upon thirty (30) days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within thirty (30) days of the early termination notice.

G. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt or complete the planning document. Localities that do not formally adopt or complete the funded activity could be subject to repayment of the grant.

H. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not approved under this Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

I. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

1) Disqualify the Grantee from applying for future Department administered grant programs.

2) Revoke existing LEAP award(s) to the Grantee.

3) Require the return of unexpended LEAP funds disbursed under this Agreement.

4) Require repayment of LEAP Funds disbursed and expended under this Agreement.

5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the LEAP Program requirements.

6) Other remedies available at law, or by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

EXHIBIT D

5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. Third-Party Contracts

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager upon request.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the Local Early

CONTRACTS

Contract: 240150
Vendor: W Gilbert Engineering (1928)
Status: CREATED (2)
Contract method: Encumbered Contracts

Remit: 0

Dept/Loc: Planning & Devel Svc (PLAN)
Bid/RFP:
Project: (LEAP15386)

Include Sales Tax: N
Printed: N
To Be Rolled: Y
Require PO for Payment: N
Require Signatures: 0

Fiscal yr/period: 2024 04
Description: Task #3 Elgin/Ft. Wayne Drain/Top. Surv. & Prelim.

Type: Service
Subtype:
Review code:
Administrator:
Workflow: None
Ceiling Notification Percent: 0.00

Dates:
Entered: 10/03/2023 Entered By: Cathy Turner
Awarded:
Approved:
Expire:
Renewal action:
Extended through:
Estimated start: 10/03/2023
Estimated end:
Modified: 10/03/2023 Times Modified:0

Retainage:
Bonds in Lieu: N
Recalculate cap amount with change orders: Y
Recalculate retainage differences with change orders and payments: Y
Cap: 0.00
Retained to date: 0.00
Liquidated: 0.00
Permanently withheld: 0.00

Contract Completion Starting Percent	Contract Completion Ending Percent	Percent to Retain
0.000	100.000	0.000

TOTALS:

Original:	34,017.05	Liquidated Amt:	0.00
Revised:	34,017.05	Encumb balance:	34,017.05
Open Req:	0.00		
Open PO:	0.00		
Expended:	0.00		
Available:	34,017.05		
Contingency Amt:	0.00	Avail w/Contingency:	34,017.05

Accounts:

CONTRACTS

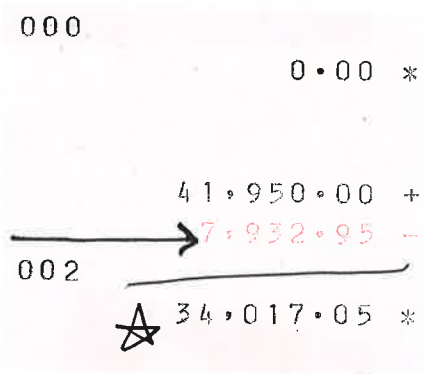
	Year	Account	Revised Amount	Available Amount
1	2024	1401600.6360. E-LEAP15386 -Housing -6360	- 34,017.05	34,017.05

** END OF REPORT - Generated by Cathy Turner **

W. GILBERT ENGINEERING
Civil Engineering / Land Surveying

140 Yellowstone Drive, Suite 110 • Chico, CA 95973
Phone: (530) 809-1315 • Fax: (530) 517-6020
www.wgilbertengineering.com

April 22, 2021



City of Oroville
Public Works Department
1735 Montgomery Street
Oroville, CA 95965

Paid outside of Contract

Attn: Matt Thompson, City Engineer

Subject: Proposal for Professional Services
Contract 3346
Task Order #3
Elgin-Ft. Wayne Drainage Study

Dear Matt:

W Gilbert Engineering (WGE) is pleased to present you with this proposal for professional services for the Elgin-Ft. Wayne Drainage Study.

Upon receipt of an executed task order, WGE will provide the following scope of work:

Task A – Topographic Surveys

Using conventional and GPS field surveying services and aerial photography, WGE will locate, and map existing street improvements and storm drain facilities that will include, but not be limited to the following items:

- Grid of existing streets
- Existing storm drain facilities
- Existing non-engineered drainage facilities
- Existing swales
- Existing culverts
- Existing pond perimeter and, if possible, pond cross-sections

Task B – Preliminary Layouts, Cost Estimates and Recommendations

Based upon the existing topographic information prepared in Task A, WGE will provide preliminary plans and estimates for conventional urban storm drain and conventional rural storm drain systems to convey runoff to the existing pond lying west of the old railroad right of way. A

report will be prepared that will provide preliminary cost estimates and recommendations and will also discuss potential unconventional conveyance strategies and techniques and the inclusion of trash capture devices.

The report will be submitted to City staff for review and comment. Comments received from City staff will be incorporated into the report and a final report presented to the City. Copies of CAD files and Excel spreadsheets will be delivered to the City along with the final report.

Compensation:

Compensation for services described above will be billed hourly not to exceed the following amounts:

Task A – Topographic Surveys	**$17,840.00**
Task B – Preliminary Layout, Cost Estimates and Recommendations	**$24,110.00**
Total	**$41,950.00**

We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

W.G. Civil Engineers, Inc.

Wesley E. Gilbert, P.E.
President, W.G. Civil Engineers, Inc.
dba W. Gilbert Engineering

Enclosures: Proposed staff hours and costs
Fee Schedule

		Hrs	Rate	Total	Task Totals
1	**Research available record information**				
	Principal	4	$ 135	$ 540	
	Assistant Engineer	8	$ 115	$ 920	
	Engineering Technician III	16	$ 85	$ 1,360	
	Engineering Technician I	16	$ 65	$ 1,040	
					$ 3,860
2	**Field surveys**				
	Principal	8	$ 135	$ 1,080	
	Assistant Engineer	8	$ 115	$ 920	
	Survey Crew	40	$ 150	$ 6,000	$ 8,000
3	**Topographic mapping**				
	Principal	4	$ 135	$ 540	
	Assistant Engineer	16	$ 115	$ 1,840	
	Engineering Technician III	24	$ 85	$ 2,040	
	Engineering Technician I	24	$ 65	$ 1,560	
					$ 5,980
				Task A	**$ 17,840**
1	**Preliminary Designs**				
	Principal	24	$ 135	$ 3,240	
	Assistant Engineer	32	$ 115	$ 3,680	
	Engineering Technician III	32	$ 85	$ 2,720	
	Engineering Technician I	32	$ 65	$ 2,080	$ 11,720
	Preliminary Estimates				
	Principal	4	$ 135	$ 540	
	Assistant Engineer	10	$ 115	$ 1,150	
	Engineering Technician III	10	$ 85	$ 850	
	Engineering Technician I	10	$ 65	$ 650	$ 3,190
	Report Preparation				
	Principal	40	$ 135	$ 5,400	
	Assistant Engineer	20	$ 115	$ 2,300	
	Engineering Technician III	10	$ 85	$ 850	
	Engineering Technician I	10	$ 65	$ 650	$ 9,200
				Task B	**$ 24,110**
				Project Total	**$ 41,950**

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Civil Engineering / Land Surveying

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www.wgilbertengineering.com

FEE SCHEDULE

January 1, 2021 through December 31, 2021

Principal	$135.00/hour
Assistant Engineer	$115.00/hour
Engineering Tech III	$85.00/hour
Engineering Tech II	$75.00/hour
Engineering Tech I	$65.00/hour
Clerical	$50.00/hour
Survey Crew w/ Truck & Total Station	$150.00/hour
Survey Crew w/Truck & Total Station (Prevailing Wage Rate)	$220.00/hour
SWPPP Inspections, Monitoring, Sampling	$65.00/hour
Mileage within Butte County	No cost
Mileage outside Butte County	$0.75/mile

Other Expenses (lodging, meals, photos, postage, data Acquisition, sub-consultants, etc)	At Cost

Bond Copies:

8-1/2" by 11"	$0.10 each
11" by 17"	$0.20 each
18" by 26"	$1.00 each
24" by 36"	$1.50 each
30" by 42"	$2.20 each
36" by 48"	$3.00 each
Anything larger	$0.45/sf

Color Copies:

20# - 24# Bond	$3.50/sf

Mylar/Vellum Copies:

Vellum	$0.90/sf
4 mil dbl Matte film	$3.00/sf

TASK ORDER # 2
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of May 20, 2021, by and between the City of Oroville ("City") and W. G. Civil Engineers, Inc. dba W. Gilbert Engineering, an "S" corporation (Consultant").

RECITALS

A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically to prepare a drainage study; and

B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.

C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number 3346 between the City and the Consultant.

TASK ORDER

1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's proposal attached as Exhibit "A" which is incorporated herein by reference.

2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed the amount of $ 41,950 without additional written authorization from the City. Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of

termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Task Order, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. Licensing of Intellectual Property. This Task Order creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Task Order ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Task Order. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant

by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Task Order shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Task Order shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period

required by law, from the date of final payment to Consultant to this Task Order.

b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.

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

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

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which

accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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

   a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal Task Order monitoring; and

   b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Task Order. All work performed by Consultant under this Task Order shall be in accordance with applicable legal requirements

and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

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

15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Task Order, any licenses, permits, insurance and approvals which are required by the City for its business.

16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Task Order or its failure to comply with any of its obligations contained in this Task Order, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements, Incorporation and Conflicts. Consultant, at Consultant's own cost and expense, shall procure and maintain insurance, for the duration of the Task Order, as required under Contract Number 3346 between the City and the Consultant. The terms of Contract Number 3346 between the City and the Consultant are incorporated by reference as if fully set forth herein. To the extent that any conflict exists between Contract Number 3346 and this Task Order, the terms of Contract Number 3346 shall control.

18. Notices. Any notice required to be given under this Task Order shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section:

If to City:
City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant:
Wesley E. Gilbert, P.E.
140 Yellowstone Drive
Chico, CA. 95973

19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number 3346 stand alone and are unaffected by this Task Order.

20. Amendments. This Task Order may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Task Order is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Task Order will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Task Order without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Task Order shall create any contractual relationship between 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 required by law.

22. Waiver. Waiver of a breach or default under this Task Order shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Task Order.

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

24. Controlling Law Venue. This Task Order and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to

this Task Order shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.

25. Litigation Expenses and Attorney's Fees. If either party to this Task Order commences any legal action against the other part arising out of this Task Order, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

26. Execution. This Task Order 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 Task Order, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Task Order. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Task Order. Each party warrants that the individuals who have signed this Task Order have the legal power, right, and authority to make this Task Order and to bind each respective party.

28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Task Order. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent

upon or resulting from the award or making of this Task Order. For breach or violation of this warranty, City shall have the right to rescind this Task Order without liability. For the term of this Task Order, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Task Order, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

CONSULTANT

By: _____
Wes Gilbert, President
W. G. Civil Engineers, Inc.
dba W. Gilbert Engineering,
an "S" corporation

APPROVED AS TO FORM:
By: Scott E. Huber, City Attorney
Standard Task Order Form January 26, 2021

Attachment: Exhibit A - Consultant Scope and Fee

W. GILBERT ENGINEERING
Civil Engineering / Land Surveying

140 Yellowstone Drive, Suite 110 • Chico, CA 95973
Phone: (530) 809-1315 • Fax: (530) 517-6020
www.wgilbertengineering.com

April 22, 2021

City of Oroville
Public Works Department
1735 Montgomery Street
Oroville, CA 95965

Attn: Matt Thompson, City Engineer

Subject: Proposal for Professional Services
Contract 3346
Task Order #3
Elgin-Ft. Wayne Drainage Study

Dear Matt:

W Gilbert Engineering (WGE) is pleased to present you with this proposal for professional services for the Elgin-Ft. Wayne Drainage Study.

Upon receipt of an executed task order, WGE will provide the following scope of work:

Task A – Topographic Surveys

Using conventional and GPS field surveying services and aerial photography, WGE will locate, and map existing street improvements and storm drain facilities that will include, but not be limited to the following items:

- Grid of existing streets
- Existing storm drain facilities
- Existing non-engineered drainage facilities
- Existing swales
- Existing culverts
- Existing pond perimeter and, if possible, pond cross-sections

Task B – Preliminary Layouts, Cost Estimates and Recommendations

Based upon the existing topographic information prepared in Task A, WGE will provide preliminary plans and estimates for conventional urban storm drain and conventional rural storm drain systems to convey runoff to the existing pond lying west of the old railroad right of way. A

EXHIBIT A

report will be prepared that will provide preliminary cost estimates and recommendations and will also discuss potential unconventional conveyance strategies and techniques and the inclusion of trash capture devices.

The report will be submitted to City staff for review and comment. Comments received from City staff will be incorporated into the report and a final report presented to the City. Copies of CAD files and Excel spreadsheets will be delivered to the City along with the final report.

Compensation:

Compensation for services described above will be billed hourly not to exceed the following amounts:

Task A – Topographic Surveys	**$17,840.00**
Task B – Preliminary Layout, Cost Estimates and Recommendations	**$24,110.00**
Total	**$41,950.00**

We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

W.G. Civil Engineers, Inc.

Wesley E. Gilbert, P.E.
President, W.G. Civil Engineers, Inc.
dba W. Gilbert Engineering

Enclosures: Proposed staff hours and costs
Fee Schedule

EXHIBIT A

		Hrs	Rate	Total	Task Totals
1	**Research available record information**				
	Principal	4	$ 135	$ 540	
	Assistant Engineer	8	$ 115	$ 920	
	Engineering Technician III	16	$ 85	$ 1,360	
	Engineering Technician I	16	$ 65	$ 1,040	
					$ 3,860
2	**Field surveys**				
	Principal	8	$ 135	$ 1,080	
	Assistant Engineer	8	$ 115	$ 920	
	Survey Crew	40	$ 150	$ 6,000	$ 8,000
3	**Topographic mapping**				
	Principal	4	$ 135	$ 540	
	Assistant Engineer	16	$ 115	$ 1,840	
	Engineering Technician III	24	$ 85	$ 2,040	
	Engineering Technician I	24	$ 65	$ 1,560	
					$ 5,980
				Task A	**$ 17,840**
1	**Preliminary Designs**				
	Principal	24	$ 135	$ 3,240	
	Assistant Engineer	32	$ 115	$ 3,680	
	Engineering Technician III	32	$ 85	$ 2,720	
	Engineering Technician I	32	$ 65	$ 2,080	$ 11,720
	Preliminary Estimates				
	Principal	4	$ 135	$ 540	
	Assistant Engineer	10	$ 115	$ 1,150	
	Engineering Technician III	10	$ 85	$ 850	
	Engineering Technician I	10	$ 65	$ 650	$ 3,190
	Report Preparation				
	Principal	40	$ 135	$ 5,400	
	Assistant Engineer	20	$ 115	$ 2,300	
	Engineering Technician III	10	$ 85	$ 850	
	Engineering Technician I	10	$ 65	$ 650	$ 9,200
				Task B	**$ 24,110**
				Project Total	**$ 41,950**

EXHIBIT A

W. GILBERT ENGINEERING
Civil Engineering / Land Surveying

140 Yellowstone Drive, Suite 110 • Chico, CA 95973
Phone: (530) 809-1315 • Fax: (530) 267-3651
www.wgilbertengineering.com

FEE SCHEDULE

January 1, 2021 through December 31, 2021

Principal	$135.00/hour
Assistant Engineer	$115.00/hour
Engineering Tech III	$85.00/hour
Engineering Tech II	$75.00/hour
Engineering Tech I	$65.00/hour
Clerical	$50.00/hour
Survey Crew w/ Truck & Total Station	$150.00/hour
Survey Crew w/Truck & Total Station (Prevailing Wage Rate)	$220.00/hour
SWPPP Inspections, Monitoring, Sampling	$65.00/hour
Mileage within Butte County	No cost
Mileage outside Butte County	$0.75/mile
Other Expenses (lodging, meals, photos, postage, data Acquisition, sub-consultants, etc)	At Cost

Bond Copies:

8-1/2" by 11"	$0.10 each
11" by 17"	$0.20 each
18" by 26"	$1.00 each
24" by 36"	$1.50 each
30" by 42"	$2.20 each
36" by 48"	$3.00 each
Anything larger	$0.45/sf

Color Copies:

20# - 24# Bond	$3.50/sf

Mylar/Vellum Copies:

Vellum	$0.90/sf
4 mil dbl Matte film	$3.00/sf

EXHIBIT A

City of Oroville

ENGINEERING

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2507 FAX (530) 538-2426
www.cityoforoville.org

April 21, 2021

Wes Gilbert, P. E.
W. Gilbert Engineering
140 Yellowstone Dr.
Chico, CA 95973

Subject: Contract 3346
Task Order #3
South Oroville Drainage Study

Wes,

Please submit a proposal for the following.

Introduction

When the City annexed South Oroville, it inherited a drainage problem. We need a topographic survey and proposal for alleviating the problem. Please provide a proposal based on the following.

Background.

The area in question is generally bounded on the east by Lincoln Boulevard, Elgin Street, Greenville Street, and the old railroad right of way (RRRW). The neighborhood was created by the Lee-Higgins Tract (Bk 6 Pg 73). Later, residents of the area petitioned the Board of Supervisors to vacate the right of way in the westerly portion of the subdivision.

The easterly region of the neighborhood is the higher ground and runoff flows to the west. The gradient is moderate in the easterly portion but flattens substantially at about the halfway between Lincoln and the RRRW. During significant rain events runoff flows down the hill from the east. It is conveyed rather well along undeveloped channel until it reaches the flatter terrain. There is tends to spread out and leaves the channels.

At the westerly edge of the area, on the easterly side of the RRRW, there is a poorly defined drainage swale. The are a few ancient culverts under the RRRW. It is unclear how effective these culverts are. Once through the culverts the water is conveyed along a poorly defined swale to a pond. I believe the pond is a remnant of past dredging operations. It seems to act a as a fine infiltration pond and could probably continue to do so. An outfall to the river does not seem viable.

Tasks/Scope of Work

Initial Activities

Collection of topographic data including but not limited to existing infrastructure, drainage patterns, drainage systems, sewers, utilities. Topographic data shall then be converted into an AutoCad surface.

Preparation of Preliminary Report

A report shall be produced that includes:

1) An assessment of the current situation,
2) A recommendation or recommendations for alleviating any problems identified,
3) Identification of key obstacles for implementing the recommendations, such as right of way, and environmental concerns, and
4) A preliminary estimate of cost for proposed remedies.

Time Allocation

Provide a basic estimate of the total person-hours expected to be required to perform each task contemplated for the project.

Let me know if you need anything.

Best Regards,

Matt

W. GILBERT ENGINEERING
Civil Engineering / Land Surveying

140 Yellowstone Drive, Suite 110 • Chico, CA 95973
Phone: (530) 809-1315 • Fax: (530) 267-3651
www.wgilbertengineering.com

SCOPE OF WORK

September 5, 2024

Task A – Topographic Surveys

Using conventional and GPS field surveying services and aerial photography, WGE will expand the area surveyed to include the area between Elgin Street, Wyandotte Avenue, Lincoln Street and the abandoned railroad right of way, not including the area within the apartment project currently under construction. The additional survey will locate, and map existing street improvements, existing ground elevations, existing storm drain facilities and features, and existing right of ways.

Task B – Preliminary Layouts, Cost Estimates and Recommendations

Based upon the topographic information prepared in Task A, WGE will provide preliminary plans and estimates for conventional storm drain systems to convey runoff to the existing pond lying west of the old railroad right of way or construction of a detention basin along the abandoned railroad right of way. We will also review the existing rights-of-way and provide recommendations for the additional right of way needed for the proposed storm drain improvements. A report will be prepared that will provide updated preliminary cost estimates and recommendations and the inclusion of trash capture devices.

The report will be submitted to City staff for review and comment. Comments received from City staff will be incorporated into the report and a final report presented to the City. Copies of CAD files and Excel spreadsheets will be delivered to the City along with the final report.

The above-described work will be performed within the costs contained in the original Task Order #2.

We also request that the fee schedule in the original Task Order #2 be modified to allow the use of the updated Fee Schedule attached hereto.

W. GILBERT ENGINEERING
Civil Engineering / Land Surveying

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ADDENDUM No. 1 TO TASK ORDER #2 3

Notice to Proceed

Per Task Order #2 dated May 20, 2021, for professional services between **W. GILBERT ENGINEERING (WGE)**, and the City of Oroville for the Elgin Ft. Wayne Drainage Study, WGE is hereby authorized to proceed with the additional work described in the attached Scope of Work:

Task A – Topographic Surveys	**$12,450.00**
Task B – Preliminary Layout, Cost Estimates & Recommendations	**$18,200.00**

COMPENSATION ARRANGEMENT

☐ Time and materials payment per current fee schedule (attached) not to exceed $_____

☒ Lump sum payment not to exceed: **No Change in the Task Order #02 total budget**

☐ Other (specify)_____

All other terms and conditions remain unchanged.

W.G. CIVIL ENGINEERS, INC.
dba W. GILBERT ENGINEERING

BY: _____

TITLE: President

DATE: 09/05/2024

CLIENT

BY: _____

TITLE: Director of Public Works

W. GILBERT ENGINEERING
Civil Engineering / Land Surveying

140 Yellowstone Drive, Suite 110 • Chico, CA 95973
Phone: (530) 809-1315 • Fax: (530) 267-3651
www.wgilbertengineering.com

FEE SCHEDULE

Principal	$250.00/hour
Senior Civil Engineer	$225.00/hour
Associate Civil Engineer	$175.00/hour
Associate Land Surveyor	$175.00/hour
Assistant Engineer	$145.00/hour
Engineering Tech III	$115.00/hour
Engineering Tech II	$100.00/hour
Engineering Tech I	$85.00/hour
Clerical	$70.00/hour
Survey Crew w/ Truck & Total Station	$230.00/hour
Survey Crew w/ Truck & Total Station (Prevailing Wage)	$525.00/hour
Mileage within Butte	No cost
Mileage outside Butte County	$0.75/mile

Other Expenses (lodging, meals, photos, postage, data Acquisition, sub-consultants, etc)	At Cost

Bond Copies:

8-1/2" by 11"	$0.10 each
11" by 17"	$0.20 each
18" by 26"	$1.00 each
24" by 36"	$1.50 each
30" by 42"	$2.20 each
36" by 48"	$3.00 each
Anything larger	$0.45/sf

Color Copies:

20# - 24# Bond	$3.50/sf

Mylar/Vellum Copies:

Vellum	$0.90/sf
4 mil dbl Matte film	$3.00/sf

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **PURCHASE OF A TABLE FOR 8 AT THE OROVILLE AREA CHAMBER OF COMMERCE ANNUAL DINNER AND AWARDS CEREMONY**

DATE: **MARCH 3, 2026**

SUMMARY

The City Council shall consider authorizing the purchase of a table for 8 in the amount of $550.00 for the Oroville Area Chamber of Commerce Annual Dinner and Awards Ceremony.

DISCUSSION

The Oroville Area Chamber of Commerce hosts its Annual Dinner and Awards Ceremony each year to recognize local businesses, community leaders, and organizations that have made significant contributions to the economic vitality and overall well-being of the Oroville community.
The City of Oroville has historically participated in and sponsored this annual event. Attendance by City officials and staff provides an opportunity to demonstrate the City's continued partnership with the business community and to support the Chamber's efforts in promoting local economic development.

FISCAL IMPACT

$550.00 to be paid using the Community Enhancement Fund.

ACTION REQUESTED -

AUTHORIZE PURCHASE OF A TABLE OF 8 IN THE AMOUNT OF $550.00 FOR THE OROVILLE AREA CHAMBER OF COMMERCE ANNUAL DINNER AND AWARDS CEREMONY.

ATTACHMENTS

Flyer for Event

2026 Annual Dinner & awards ceremony Oroville at Play

An Evening Of Celebration, Community & Recognition

Thursday, March 26, 2026
6:00 PM - 8:00 PM
Silver Moccasin Ballroom
Feather Falls Casino & Lodge
3 Alverda Dr.

TICKETS
$75 per person
$550 reserved table of 8
Seating is limited.
Advance registration required.

Join the Oroville Area Chamber of Commerce for an elegant evening celebrating the businesses and leaders who help our community thrive.

Enjoy a delicious dinner featuring:

- Beef Medallions
- Rosemary Chicken

The evening will include:
- A special presentation by Chamber CEO/President Eric Smith
- Announcement and recognition of our 2026 Award Winners
- Community celebration and networking
- Exciting raffle prizes

Celebrate the spirit of Oroville — where business, recreation, and community come together.

Thank You 2026 Sponsors!

California Water Service

Mechanics Bank

For more information: Oroville Area Chamber of Commerce, 1789 Montgomery St.
Director of Communications, Amber Miland, amarron@orovillechamber.com
(530) 538-2542