



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 20, 2026
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council will hold a Closed Session on the following:

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

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

1. RESOLUTION RECOGNIZING AND HONORING CONGRESSMAN DOUG LAMALFA

The City Council shall consider adopting a resolution commending and recognizing Congressman Doug LaMalfa for his exemplary public service and advocacy on behalf of the City of Oroville, and Northern California, and expressing condolences and support to his family.

ACTION REQUESTED –

APPROVE RESOLUTION NO. 9433; AND AUTHORIZE THE MAYOR TO SIGN.

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

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

ACTION REQUESTED –

APPROVE THE REVISED SALARY SCHEDULE AS PRESENTED.

3. MYERS STREET RESURFACING PROJECT CONTRACT INCREASE

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

ACTION REQUESTED –

APPROVE PAYMENT TO PAVEMENT COATINGS COMPANY IN THE AMOUNT OF \$11,531.66.

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

The City Council shall consider approving a Reimbursement Agreement for design review of the Table Mountain/Washington Complete Streets project by Union Pacific Railroad.

ACTION REQUESTED –

APPROVE THE REIMBURSEMENT AGREEMENT (A-3574); AND AUTHORIZE THE MAYOR TO SIGN.

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

The City Council shall consider approving an Agreement for Professional Services with Willdan Financial Services (Willdan) to provide special tax consulting services, including preparation of a Fiscal Impact Analysis and formation of a Community Facilities District (CFD). These services will support the City's evaluation of new development and potential financing mechanisms for public facilities and services associated with that development.

ACTION REQUESTED –

APPROVE AGREEMENT NO.3575 FOR PROFESSIONAL SERVICES WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX CONSULTING SERVICES; AND AUTHORIZE THE MAYOR TO SIGN.

6. APPROVAL OF 01.06.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approval of the drafted 01.06.2026 City Council regular meeting minutes.

ACTION REQUESTED –

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

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

The City Council shall consider entering into an employment contract with Tim Kaber for the position of Public Works Director for a term of January 19, 2026, through January 18, 2029 with an annual compensation of \$142,619.

ACTION(S) REQUESTED –

- 1. APPROVE AGREEMENT NO. 3576 – AN EMPLOYMENT AGREEMENT WITH TIM KABER FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS; AND**
- 2. ADOPT RESOLUTION NO. 9434 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND TIM KABER.**

8. UPDATED HEWITT PARK HOURS AND RENTAL FEES

The City Council shall consider modification to Hewitt Park operational hours and rental fees.

ACTION(S) REQUESTED –

APPROVE THE RECOMMENDED OPERATING HOURS AND RENTAL FEES; OR

PROVIDE DIRECTION TO STAFF ON FURTHER INVESTIGATE OPERATING HOURS AND RENTAL FEES; AND

CONTINUE THE RENTAL OF PARK FACILITIES WITHOUT A REQUIREMENT FOR INSURANCE; OR

DIRECT STAFF TO FURTHER INVESTIGATE INSURANCE REQUIREMENTS.

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

The City Council shall consider purchasing a table to support the 38th Annual Rotary Roundup at a cost of \$600.00.

ACTION REQUESTED –

APPROVE THE PURCHASE OF A TABLE FOR \$600.00

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

10. 2025 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The City Council shall consider approving a resolution for the submittal of 2025 Community Development Block Grant (CDBG) Application.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9425 -A RESOLUTION APPROVING AND APPLICATION FOR FUNDING AND THE EXECUTION FROM A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

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

ii. Open Letter for the Record from Donald Dirk

iii. Correspondence from Jeff McClure

iiii. Correspondence from Scott Rushing

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on February 3, 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: VICE MAYOR AND COUNCIL MEMBERS

FROM: MAYOR DAVID PITTMAN

**RE: RESOLUTION RECOGNIZING AND HONORING CONGRESSMAN
DOUG LAMALFA**

DATE: JANUARY 20, 2026

SUMMARY

The City Council shall consider adopting a resolution commending and recognizing Congressman Doug LaMalfa for his exemplary public service and advocacy on behalf of the City of Oroville, and Northern California, and expressing condolences and support to his family.

DISCUSSION

Congressman Doug LaMalfa has represented California's 1st Congressional District with distinction, serving as a strong advocate for rural Northern California communities, including the City of Oroville and Butte County. A lifelong resident of the North State and a farmer by trade, Congressman LaMalfa consistently championed issues critical to the region, including agriculture, water reliability, forest management, wildfire prevention, and disaster recovery.

Prior to his service in the United States Congress, Congressman LaMalfa served in the California State Assembly, where he earned a reputation for principled leadership, accessibility, and commitment to constituent service. Throughout his career, he has maintained close working relationships with local governments and has been responsive to the needs of Oroville during times of emergency and recovery.

Recently, his family experienced a sudden and profound personal loss. During this difficult time, the City of Oroville wishes to formally recognize his dedication to public service and to extend its sincere condolences and support to his family.

FISCAL IMPACT

None

ACTION REQUESTED -

APPROVE RESOLUTION NO. 9433; AND AUTHORIZE THE MAYOR TO SIGN.

RESOLUTION NO. 9433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE COMMENDING AND RECOGNIZING CONGRESSMAN DOUG LaMALFA FOR HIS SERVICE AS A HOMETOWN ADVOCATE, AGRICULTURAL LEADER, DISASTER RESPONSE CHAMPION, WESTERN REGION FOREST STEWARD, DEDICATED PUBLIC SERVANT, AND EXPRESSING CONDOLENCES AND SUPPORT TO HIS FAMILY FOLLOWING A SUDDEN LOSS

WHEREAS, Doug LaMalfa faithfully served the people of Northern California as a lifelong resident, farmer, and community advocate, maintaining strong roots in the rural values and working lands that define the North State; and

WHEREAS, Congressman LaMalfa was a steadfast hometown advocate for the City of Oroville and surrounding communities, ensuring rural Northern California maintains a strong and respected voice in state and federal decision-making; and

WHEREAS, as a recognized leader in agriculture, Congressman LaMalfa consistently championed farmers, ranchers, and agricultural businesses, supporting water reliability, food security, and the long-term economic health of California's working lands; and

WHEREAS, Congressman LaMalfa served 6 years in the State Assembly, 2 years as a State Senator, and 13 years as a Congressman; and

WHEREAS, Congressman LaMalfa demonstrated unwavering leadership in securing federal disaster assistance and recovery support for communities impacted by wildfire, flood, drought, and infrastructure emergencies, including those affecting Oroville and Butte County; and

WHEREAS, as a Western region leader in forest management, Congressman LaMalfa advanced policies promoting active forest stewardship, wildfire risk reduction, watershed protection, and community safety across the North State; and

WHEREAS, Congressman LaMalfa earned respect for his integrity, accessibility, and principled leadership; and

WHEREAS, as the Representative of California's 1st Congressional District, Congressman LaMalfa consistently demonstrated dedication to public service, strong constituent engagement, and effective advocacy for rural and disaster-impacted communities; and

WHEREAS, during a period of sudden and profound personal loss, his family has shown strength, dignity, and resilience; and

WHEREAS, the City of Oroville recognizes the importance of family, community, and compassion, and wishes to formally acknowledge and honor the LaMalfa family while extending its heartfelt condolences and support.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oroville does hereby commend and honor Congressman Doug LaMalfa for his exemplary public service, leadership in agriculture and forest policy, steadfast disaster advocacy, and enduring commitment to Northern California.

BE IT FURTHER RESOLVED that the City Council of the City of Oroville expresses its deep sympathy and sincere condolences to Congressman LaMalfa's family following their sudden loss, and affirms the community's respect, gratitude, and support during this difficult time.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to Congressman LaMalfa's family as a symbol of the City of Oroville's appreciation, respect, and compassion.

PASSED AND ADOPTED by the City Council of the City of Oroville on this 20th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:

David Ritchie, Asst. City Attorney

David Pittman, Mayor

ATTEST:

Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: ELIZABETH EHRENSTROM – HUMAN RESOURCE/RISK MANAGER
MEGAN WILLIAMS - HUMAN RESOURCE ANALYST**

**RE: UPDATED 2026 SALARY SCHEDULE INCLUDING THE NEGOTIATED 3%
COST OF LIVING INCREASES AND 5% OPOA SWORN INCREASES**

DATE: JANUARY 20, 2026

SUMMARY

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

DISCUSSION

The 3% increase, effective 12/22/25, has been applied across all applicable pay ranges that were not frozen or “y-rated” during the compensation study. In addition, the salary schedule includes the 5% increase recently agreed to with OPOA for sworn personnel. The revised salary schedule is included as an attachment for detailed review.

FISCAL IMPACT

The fiscal impact of the COLA adjustments has been accounted for within the City’s approved budget for the current fiscal year.

ACTION REQUESTED -

APPROVE THE REVISED SALARY SCHEDULE AS PRESENTED.

ATTACHMENTS

[2026 Salary Schedule](#)

CITY OF OROVILLE MASTER SALARY SCHEDULE										DATE		
Revised: January 5, 2026 Approved by Council: 01/06/2026										Adopted	Effective	
ELECTED OFFICIAL'S STIPEND SCHEDULE												
Mayor	\$600	Monthly	Plus \$5/Mtg. Up to 2 Mtgs. Per Month							6/21/2022	7/1/2022	
Council Members	\$500	Monthly								6/21/2022	7/1/2022	
Treasurer	\$500	Monthly								6/21/2022	7/1/2022	
DEPARTMENT HEAD'S SALARY SCHEDULE												
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H		Adopted	Effective	
City Administrator	\$168,132	\$176,538	\$185,365	\$194,633	\$204,365	\$214,583	\$225,312	Bonus*	Annual	12/20/2022	12/20/2022	
	\$14,011.00	\$14,711.50	\$15,447.08	\$16,219.42	\$17,030.42	\$17,881.92	\$18,776.00		Monthly			
	\$80,8327	\$84,8740	\$89,1178	\$93,5736	\$98,2524	\$103,1649	\$108,3231		Hourly			
Police Chief	\$139,529	\$146,505	\$153,831	\$161,522	\$169,598	\$178,078	\$186,982	\$196,331	Annual	12/20/2022	12/23/2024	
	\$11,627.41	\$12,208.78	\$12,819.22	\$13,460.18	\$14,133.19	\$14,839.85	\$15,581.84	\$16,360.94	Monthly			
	\$67,0812	\$70,4353	\$73,9571	\$77,6549	\$81,5376	\$85,6145	\$89,8953	\$94,3900	Hourly			
Department Heads	\$122,282	\$128,714	\$135,486	\$142,619	\$150,123	\$158,028	\$166,345	\$175,100	Annual	7/19/2022	7/25/2022	
	\$10,190.13	\$10,726.16	\$11,290.52	\$11,884.91	\$12,510.21	\$13,168.98	\$13,862.08	\$14,591.67	Monthly			
	\$58,7892	\$61,8817	\$65,1376	\$68,5668	\$72,1743	\$75,9749	\$79,9736	\$84,1827	Hourly			
Assistant Police Chief	\$121,329	\$127,395	\$133,765	\$140,453	\$147,476	\$154,850	\$162,592	\$170,722	Annual	5/2/2023	12/23/2024	
	\$10,110.74	\$10,616.27	\$11,147.09	\$11,704.44	\$12,289.66	\$12,904.15	\$13,549.36	\$14,226.82	Monthly			
	\$58,3312	\$61,2477	\$64,3101	\$67,5256	\$70,9019	\$74,4470	\$78,1694	\$82,0778	Hourly			
Assistant Director of Public Work/ City Engineer	\$113,128	\$118,784	\$124,724	\$130,960	\$137,508	\$144,383	\$151,602	\$159,182	Annual	7/19/2022	7/25/2022	
	\$9,427.33	\$9,898.70	\$10,393.64	\$10,913.32	\$11,458.98	\$12,031.93	\$12,633.53	\$13,265.20	Monthly			
	\$54,3885	\$57,1079	\$59,9633	\$62,9614	\$66,1095	\$69,4150	\$72,8857	\$76,5300	Hourly			
Deputy City Clerk	\$83,336.98	\$87,504	\$91,879	\$96,473	\$101,297	\$106,361	\$111,680	\$117,264	Annual	2/18/2025	2/18/2025	
	\$6,944.75	\$7,291.99	\$7,656.59	\$8,039.41	\$8,441.39	\$8,863.45	\$9,306.63	\$9,771.96	Monthly			
	\$40,0659	\$42,0691	\$44,1726	\$46,3812	\$48,7003	\$51,1353	\$53,6921	\$56,3767	Hourly			
OROVILLE MANAGER'S ASSOCIATION												
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H		Adopted	Effective	
Police Lieutenant	\$105,503.70	\$110,778.89	\$116,317.83	\$122,133.72	\$128,240.41	\$134,652.43	\$141,385.05	\$148,454.31	Annual	7/19/2022	12/23/2024	
	\$8,791.98	\$9,231.57	\$9,693.15	\$10,177.81	\$10,686.70	\$11,221.04	\$11,782.09	\$12,371.19	Monthly			
	\$50,7229	\$53,2591	\$55,9220	\$58,7181	\$61,6540	\$64,7367	\$67,9736	\$71,3723	Hourly			
Project Mgr./Sr. Civil Engineer	\$92,330.16	\$96,946.66	\$101,794.00	\$106,883.70	\$112,227.88	\$117,839.28	\$123,731.24	\$129,917.80	Annual	7/19/2022	7/25/2022	
	\$7,694.18	\$8,078.89	\$8,482.83	\$8,906.97	\$9,352.32	\$9,819.94	\$10,310.94	\$10,826.48	Monthly			
	\$44,3895	\$46,6090	\$48,9394	\$51,3864	\$53,9557	\$56,6535	\$59,4862	\$62,4605	Hourly			
IT Manager	\$106,931.29	\$112,277.86	\$117,891.75	\$123,786.34	\$129,975.66	\$136,474.44	\$143,298.16	\$150,463.07	Annual	7/19/2022	12/23/2024	
	\$8,910.94	\$9,356.49	\$9,824.31	\$10,315.53	\$10,831.30	\$11,372.87	\$11,941.51	\$12,538.59	Monthly			
	\$51,4093	\$53,9797	\$56,6787	\$59,5127	\$62,4883	\$65,6127	\$68,8933	\$72,3380	Hourly			
Airport Manager	\$82,804.12	\$89,691.21	\$94,177.28	\$98,886.38	\$103,830.11	\$109,021.27	\$114,472.61	\$120,196.96	Annual	7/19/2022	12/23/2024	
Building Official	\$6,900.34	\$7,474.27	\$7,848.11	\$8,240.53	\$8,652.51	\$9,085.11	\$9,539.38	\$10,016.41	Monthly			
	\$39,8097	\$43,1208	\$45,2775	\$47,5415	\$49,9183	\$52,4141	\$55,0349	\$57,7870	Hourly			
HR Manager	\$83,159.47	\$87,317.44	\$94,581.44	\$99,310.74	\$104,275.69	\$109,489.12	\$114,963.86	\$120,712.78	Annual	7/19/2022	7/25/2022	
Accounting Manager	\$6,929.96	\$7,276.45	\$7,881.79	\$8,275.89	\$8,689.64	\$9,124.09	\$9,580.32	\$10,059.40	Monthly			
	\$39,9805	\$41,9795	\$45,4718	\$47,7455	\$50,1325	\$52,6390	\$55,2711	\$58,0350	Hourly			
Public Works Manager	\$80,231.89	\$84,243.48	\$91,251.75	\$95,814.56	\$100,604.72	\$105,634.62	\$110,916.63	\$116,463.15	Annual	7/19/2022	12/23/2024	
	\$6,685.99	\$7,020.29	\$7,604.31	\$7,984.55	\$8,383.73	\$8,802.89	\$9,243.05	\$9,705.26	Monthly			
	\$38,5730	\$40,5017	\$43,8710	\$46,0647	\$48,3677	\$50,7859	\$53,3253	\$55,9919	Hourly			
OPOA SWORN AND NON-SWORN 1ST TIER												
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F				Adopted	Effective	
Sergeant	\$101,778.10	\$106,867.01	\$112,210.36	\$117,820.87	\$123,711.92	\$129,897.51	Annual			1/6/2026	1/5/2026	
	\$8,481.51	\$8,905.58	\$9,350.86	\$9,818.41	\$10,309.33	\$10,824.79	Monthly					
	\$48,9318	\$51,3784	\$53,9473	\$56,6447	\$59,4769	\$62,4507	Hourly					
Rotational Detective/OIC	\$93,296.60	\$97,961.43	\$102,859.50	\$108,002.48	\$113,402.60	\$119,072.73	Annual			1/6/2026	1/5/2026	
10% Above Police Officer	\$7,774.72	\$8,163.45	\$8,571.63	\$9,000.21	\$9,450.22	\$9,922.73	Monthly					
	\$44,8541	\$47,0968	\$49,4517	\$51,9243	\$54,5205	\$57,2465	Hourly					
Police Officer	\$84,815.09	\$89,055.84	\$93,508.64	\$98,184.07	\$103,093.27	\$108,247.94	Annual			1/6/2025	1/5/2026	
	\$7,067.92	\$7,421.32	\$7,792.39	\$8,182.01	\$8,591.11	\$9,020.66	Monthly					
	\$40,7765	\$42,8153	\$44,9561	\$47,2039	\$49,5641	\$52,0423	Hourly					
Reserve Police Officer	\$40,7765	\$42,8153	\$44,9561	\$47,2039	\$49,5641	\$52,0423	Hourly			12/6/2022	12/23/2024	
Reserve Investigator	\$25,0000						Hourly					
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G					
Police Dispatch Supervisor	\$65,381.15	\$68,650.20	\$72,082.71	\$75,686.85	\$79,471.19	\$83,444.75	\$87,616.99	Annual		Adopted	Effective	
	\$5,448.43	\$5,720.85	\$6,006.89	\$6,307.24	\$6,622.60	\$6,953.73	\$7,301.42	Monthly		12/6/2022	12/23/2024	
	\$31,4332	\$33,0049	\$34,6552	\$36,3879	\$38,2073	\$40,1177	\$42,1236	Hourly				
Public Information Officer	\$63,476.83	\$66,650.67	\$69,983.20	\$73,482.36	\$77,156.48	\$81,014.31	\$85,065.02	Annual		9/3/2024	12/23/2024	
	\$5,289.74	\$5,554.22	\$5,831.93	\$6,123.53	\$6,429.71	\$6,751.19	\$7,088.75	Monthly				
	\$30,5177	\$32,0436	\$33,6458	\$35,3281	\$37,0945	\$38,9492	\$40,8966	Hourly				
Police Admin. Assistant	\$47,428.60	\$49,800.03	\$52,290.03	\$54,904.53	\$57,649.75	\$60,532.24	\$63,558.85	Annual		12/6/2022	12/23/2024	
	\$3,952.38	\$4,150.00	\$4,357.50	\$4,575.38	\$4,804.15	\$5,044.35	\$5,296.57	Monthly				
	\$22,8022	\$23,9423	\$25,1394	\$26,3964	\$27,7162	\$29,1020	\$30,5571	Hourly				
Police Dispatcher	\$51,075.97	\$53,629.77	\$56,311.26	\$59,126.82	\$62,083.16	\$65,187.32	\$68,446.68	Annual		12/6/2022	12/23/2024	
	\$4,256.33	\$4,469.15	\$4,692.60	\$4,927.23	\$5,173.60	\$5,432.28	\$5,703.89	Monthly				
	\$24,5558	\$25,7835	\$27,0727	\$28,4264	\$29,8477	\$31,3401	\$32,9071	Hourly				
MLE	\$46,251.84	\$48,564.43	\$50,992.65	\$53,542.29	\$56,219.40	\$59,030.37	\$61,981.89	Annual		7/19/2022	12/23/2024	
	\$3,854.32	\$4,047.04	\$4,249.39	\$4,461.86	\$4,684.95	\$4,919.20	\$5,165.16	Monthly				
	\$22,2365	\$23,3483	\$24,5157	\$25,7415	\$27,0286	\$28,3800	\$29,7990	Hourly				
Police Records Techician	\$44,042.20	\$46,244.31	\$48,556.53	\$50,984.35	\$53,533.57	\$56,210.25	\$59,020.76	Annual		12/6/2022	12/23/2024	
	\$3,670.18	\$3,853.69	\$4,046.38	\$4,248.70	\$4,461.13	\$4,684.19	\$4,918.40	Monthly				
	\$21,1741	\$22,2328	\$23,3445	\$24,5117	\$25,7373	\$27,0242	\$28,3754	Hourly				
Police Recuit	\$62,354.44						Annual			7/19/2022	12/23/2024	
	\$5,196.20						Monthly					
	\$29,9781						Hourly					
MASTER SALARY SCHEDULE												
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H		Adopted	Effective	
Associate Civil Engr.	\$83,964.76	\$88,162.99	\$92,571.14	\$97,199.70	\$102,059.68	\$107,162.67	\$112,520.80	\$118,146.84	Annual	7/19/2022	12/23/2024	
	\$6,997.06	\$7,346.92	\$7,714.26	\$8,099.97	\$8,504.97	\$8,930.22	\$9,376.73	\$9,845.57	Monthly			
	\$40,3677	\$42,3861	\$44,5054	\$46,7306	\$49,0672	\$51,5205	\$54,0965	\$56,8014	Hourly			

Assistant Civil Engr.	\$76,164.76	\$79,973.00	\$83,971.65	\$88,170.23	\$92,578.74	\$97,207.68	\$102,068.07	\$107,171.47	Annual	7/19/2022	12/23/2024
	\$6,347.06	\$6,664.42	\$6,997.64	\$7,347.52	\$7,714.90	\$8,100.64	\$8,505.67	\$8,930.96	Monthly		
	\$36,617.77	\$38,448.66	\$40,370.10	\$42,389.5	\$44,509.0	\$46,734.5	\$49,071.2	\$51,524.7	Hourly		
IT Analyst	\$72,212.28	\$75,822.89	\$79,614.04	\$83,594.74	\$87,774.48	\$92,163.20	\$96,771.36	\$101,609.93	Annual	7/19/2022	12/23/2024
	\$6,017.69	\$6,318.57	\$6,634.50	\$6,966.23	\$7,314.54	\$7,680.27	\$8,064.28	\$8,467.49	Monthly		
	\$34,717.4	\$36,453.3	\$38,276.0	\$40,189.8	\$42,199.3	\$44,309.2	\$46,524.7	\$48,850.9	Hourly		
Fire Marshal/Inspector	\$91,353.79	\$95,921.48	\$100,717.55	\$105,753.43	\$111,041.10	\$116,593.16	\$122,422.82	\$128,543.96	Annual	7/3/2025	10/7/2025
	\$7,612.82	\$7,993.46	\$8,393.13	\$8,812.79	\$9,253.43	\$9,716.10	\$10,201.90	\$10,712.00	Monthly		
	\$43,920.1	\$46,116.1	\$48,421.9	\$50,843.0	\$53,385.1	\$56,054.4	\$58,857.1	\$61,800.0	Hourly		
Associate Planner	\$66,710.64	\$70,046.17	\$73,548.48	\$77,225.90	\$81,087.20	\$85,141.56	\$89,398.64	\$93,868.57	Annual	7/19/2022	12/23/2024
Recycling Coordinator	\$5,559.22	\$5,837.18	\$6,129.04	\$6,435.49	\$6,757.27	\$7,095.13	\$7,449.89	\$7,822.38	Monthly		
	\$32,072.4	\$33,676.0	\$35,359.8	\$37,127.8	\$38,984.2	\$40,933.4	\$42,980.1	\$45,129.1	Hourly		
GIS Specialist	\$62,578.55	\$65,707.48	\$68,992.85	\$72,442.49	\$76,064.62	\$79,867.85	\$83,861.24	\$88,054.30	Annual	7/19/2022	12/23/2024
	\$5,214.88	\$5,475.62	\$5,749.40	\$6,036.87	\$6,338.72	\$6,655.65	\$6,988.44	\$7,337.86	Monthly		
	\$30,085.8	\$31,590.1	\$33,169.6	\$34,828.1	\$36,569.5	\$38,398.0	\$40,317.9	\$42,338.8	Hourly		
Code Enforcement Technician III	\$65,420.40	\$68,691.42	\$72,125.99	\$75,732.29	\$79,518.90	\$83,494.85	\$87,669.59	\$92,053.07	Annual	7/19/2022	12/23/2024
	\$5,451.70	\$5,724.28	\$6,010.50	\$6,311.02	\$6,626.58	\$6,957.90	\$7,305.80	\$7,671.09	Monthly		
	\$31,452.1	\$33,024.7	\$34,676.0	\$36,409.8	\$38,230.2	\$40,141.8	\$42,148.8	\$44,256.3	Hourly		
Sr. Admin/SBF/PIO	\$61,116.93	\$64,172.78	\$67,381.42	\$70,750.49	\$74,288.01	\$78,002.41	\$81,902.53	\$85,997.66	Annual	7/19/2022	12/23/2024
Assistant City Clerk	\$5,093.08	\$5,347.73	\$5,615.12	\$5,895.87	\$6,190.67	\$6,500.20	\$6,825.21	\$7,166.47	Monthly		
Cultural Facilities Curator	\$29,383.1	\$30,852.3	\$32,394.9	\$34,014.7	\$35,715.4	\$37,501.2	\$39,376.2	\$41,345.0	Hourly		
Payroll Technician	\$62,268.46	\$65,381.89	\$68,650.98	\$72,083.53	\$75,687.71	\$79,472.09	\$83,445.70	\$87,617.98	Annual	8/6/2024	8/6/2024
	\$5,189.04	\$5,448.49	\$5,720.92	\$6,006.96	\$6,307.31	\$6,622.67	\$6,953.81	\$7,301.50	Monthly		
	\$29,936.8	\$31,433.6	\$33,005.3	\$34,655.5	\$36,388.3	\$38,207.7	\$40,118.1	\$42,124.0	Hourly		
Assistant Planner	\$59,445.80	\$62,418.09	\$65,538.99	\$68,815.94	\$72,256.74	\$75,869.58	\$79,663.06	\$83,646.21	Annual	7/19/2022	12/23/2024
	\$4,953.82	\$5,201.51	\$5,461.58	\$5,734.66	\$6,021.40	\$6,322.46	\$6,638.59	\$6,970.52	Monthly		
	\$28,579.7	\$30,008.7	\$31,509.1	\$33,084.6	\$34,738.8	\$36,475.8	\$38,299.5	\$40,214.5	Hourly		
Signal Tech/Electrician	\$60,767.29	\$63,805.66	\$66,995.94	\$70,345.74	\$73,863.02	\$77,556.17	\$81,433.98	\$85,505.68	Annual	7/19/2022	12/23/2024
	\$5,063.94	\$5,317.14	\$5,582.99	\$5,862.14	\$6,155.25	\$6,463.01	\$6,786.17	\$7,125.47	Monthly		
	\$29,215.0	\$30,675.8	\$32,209.6	\$33,820.1	\$35,511.1	\$37,286.6	\$39,151.0	\$41,108.5	Hourly		
Human Resource Analyst	\$57,871.03	\$60,764.59	\$63,802.82	\$66,992.96	\$70,342.60	\$73,859.73	\$77,552.72	\$81,430.36	Annual	2/20/2024	12/23/2024
	\$4,822.59	\$5,063.72	\$5,316.90	\$5,582.75	\$5,861.88	\$6,154.98	\$6,462.73	\$6,785.86	Monthly		
	\$27,822.6	\$29,213.7	\$30,674.4	\$32,208.2	\$33,818.6	\$35,509.5	\$37,285.0	\$39,149.2	Hourly		
Admin/Program Analyst II	\$57,821.17	\$60,712.23	\$63,747.84	\$66,935.23	\$70,282.00	\$73,796.10	\$77,485.90	\$81,360.20	Annual	7/19/2022	12/23/2024
Construction Inspector	\$4,818.43	\$5,059.35	\$5,312.32	\$5,577.94	\$5,856.83	\$6,149.67	\$6,457.16	\$6,780.02	Monthly		
Building Inspector	\$27,798.6	\$29,188.6	\$30,648.0	\$32,180.4	\$33,789.4	\$35,478.9	\$37,252.8	\$39,115.5	Hourly		
Lead Equipment Mechanic											
Lead Public Works Operator											
Lead Tree Worker											
Lead Collection System Operator											
Code Enforcement Technician II	\$56,411.24	\$59,231.80	\$62,193.39	\$65,303.06	\$68,568.21	\$71,996.62	\$75,596.45	\$79,376.27	Annual	7/19/2022	12/23/2024
	\$4,700.94	\$4,935.98	\$5,182.78	\$5,441.92	\$5,714.02	\$5,999.72	\$6,299.70	\$6,614.69	Monthly		
	\$27,120.8	\$28,476.8	\$29,900.7	\$31,395.7	\$32,965.5	\$34,613.8	\$36,344.4	\$38,161.7	Hourly		
Program Analyst I	\$52,383.14	\$55,002.30	\$57,752.41	\$60,640.04	\$63,672.04	\$66,855.64	\$70,198.42	\$73,708.34	Annual	7/19/2022	12/23/2024
Comm. Devel. Technician III	\$4,365.26	\$4,583.52	\$4,812.70	\$5,053.34	\$5,306.00	\$5,571.30	\$5,849.87	\$6,142.36	Monthly		
	\$25,184.2	\$26,443.4	\$27,765.6	\$29,153.9	\$30,611.6	\$32,142.1	\$33,749.2	\$35,436.7	Hourly		
Code Enforcement Technician	\$51,105.67	\$53,660.96	\$56,344.01	\$59,161.21	\$62,119.27	\$65,225.23	\$68,486.49	\$71,910.82	Annual	7/19/2022	12/23/2024
	\$4,258.81	\$4,471.75	\$4,695.33	\$4,930.10	\$5,176.61	\$5,435.44	\$5,707.21	\$5,992.57	Monthly		
	\$24,570.0	\$25,798.5	\$27,088.5	\$28,442.9	\$29,865.0	\$31,358.3	\$32,926.2	\$34,572.5	Hourly		
Sr. Administrative Assistant	\$49,859.12	\$52,352.07	\$54,969.68	\$57,718.16	\$60,604.07	\$63,634.27	\$66,815.99	\$70,156.79	Annual	7/19/2022	12/23/2024
	\$4,154.93	\$4,362.67	\$4,580.81	\$4,809.85	\$5,050.34	\$5,302.86	\$5,568.00	\$5,846.40	Monthly		
	\$23,970.7	\$25,169.3	\$26,427.7	\$27,749.1	\$29,136.6	\$30,593.4	\$32,123.1	\$33,729.2	Hourly		
Equipment Mechanic	\$48,683.33	\$51,117.49	\$53,673.37	\$56,357.04	\$59,174.89	\$62,133.63	\$65,240.31	\$68,502.33	Annual	7/19/2022	12/23/2024
	\$4,056.94	\$4,259.79	\$4,472.78	\$4,696.42	\$4,931.24	\$5,177.80	\$5,436.69	\$5,708.53	Monthly		
	\$23,405.4	\$24,575.7	\$25,804.5	\$27,094.7	\$28,449.5	\$29,871.9	\$31,365.5	\$32,933.8	Hourly		
Public Works Operator III	\$47,457.24	\$49,830.10	\$52,321.61	\$54,937.69	\$57,684.57	\$60,568.80	\$63,597.24	\$66,777.10	Annual	7/19/2022	12/23/2024
Comm. Devel. Technician II	\$3,954.77	\$4,152.51	\$4,360.13	\$4,578.14	\$4,807.05	\$5,047.40	\$5,299.77	\$5,564.76	Monthly		
	\$22,816.0	\$23,956.8	\$25,154.6	\$26,412.3	\$27,733.0	\$29,119.6	\$30,575.6	\$32,104.4	Hourly		
Accounting Technician III	\$51,106.74	\$53,662.07	\$56,345.18	\$59,162.43	\$62,120.56	\$65,226.58	\$68,487.91	\$71,912.31	Annual	7/19/2022	12/23/2024
	\$4,258.89	\$4,471.84	\$4,695.43	\$4,930.20	\$5,176.71	\$5,435.55	\$5,707.33	\$5,992.69	Monthly		
	\$24,570.5	\$25,799.1	\$27,089.0	\$28,443.5	\$29,865.7	\$31,358.9	\$32,926.9	\$34,573.2	Hourly		
Apprentice Electrician	\$49,548.89	\$52,026.34	\$54,627.65	\$57,359.04	\$60,226.99	\$63,238.34	\$66,400.25	\$69,720.27	Annual	7/19/2022	12/23/2024
	\$4,129.07	\$4,335.53	\$4,552.30	\$4,779.92	\$5,018.92	\$5,269.86	\$5,533.35	\$5,810.02	Monthly		
	\$23,821.6	\$25,012.7	\$26,263.3	\$27,576.5	\$28,955.3	\$30,403.0	\$31,923.2	\$33,519.4	Hourly		
Accounting Technician II	\$46,307.22	\$48,622.59	\$51,053.71	\$53,606.40	\$56,286.72	\$59,101.06	\$62,056.11	\$65,158.91	Annual	7/19/2022	12/23/2024
	\$3,858.94	\$4,051.88	\$4,254.48	\$4,467.20	\$4,690.56	\$4,925.09	\$5,171.34	\$5,429.91	Monthly		
	\$22,263.1	\$23,376.2	\$24,545.1	\$25,772.3	\$27,060.9	\$28,414.0	\$29,834.7	\$31,326.4	Hourly		
Public Works Operator II	\$45,170.61	\$47,429.14	\$49,800.60	\$52,290.63	\$54,905.16	\$57,650.42	\$60,532.94	\$63,559.58	Annual	7/19/2022	12/23/2024
Parks Maint. Technician II	\$3,764.22	\$3,952.43	\$4,150.05	\$4,357.55	\$4,575.43	\$4,804.20	\$5,044.41	\$5,296.63	Monthly		
Building Maint. Tech II	\$21,716.6	\$22,802.5	\$23,942.6	\$25,139.7	\$26,396.7	\$27,716.5	\$29,102.4	\$30,557.5	Hourly		
Collection System Operator II											
Administrative Assistant											
Human Resource Technician	\$43,176.11	\$45,334.91	\$47,601.66	\$49,981.74	\$52,480.83	\$55,104.87	\$57,860.11	\$60,753.12	Annual	7/19/2022	12/23/2024
	\$3,598.01	\$3,777.91	\$3,966.80	\$4,165.15	\$4,373.40	\$4,592.07	\$4,821.68	\$5,062.76	Monthly		
	\$20,757.7	\$21,795.6	\$22,885.4	\$24,029.7	\$25,231.2	\$26,492.7	\$27,817.4	\$29,208.2	Hourly		
Comm. Devel. Technician I	\$42,994.03	\$45,143.74	\$47,400.92	\$49,770.97	\$52,259.52	\$54,872.49	\$57,616.12	\$60,496.92	Annual	7/19/2022	12/23/2024
	\$3,582.84	\$3,761.98	\$3,950.08	\$4,147.58	\$4,354.96	\$4,572.71	\$4,801.34	\$5,041.41	Monthly		
	\$20,670.2	\$21,703.7	\$22,788.9	\$23,928.3	\$25,124.8	\$26,381.0	\$27,700.1	\$29,085.1	Hourly		
Accounting Technician	\$41,953.29	\$44,050.96	\$46,253.50	\$48,566.18	\$50,994.49	\$53,544.21	\$56,221.42	\$59,032.49	Annual	7/19/2022	12/23/2024
	\$3,496.11	\$3,670.91	\$3,854.46	\$4,047.18	\$4,249.54	\$4,462.02	\$4,685.12	\$4,919.37	Monthly		
	\$20,169.9	\$21,178.3	\$22,237.3	\$23,349.1	\$24,516.6	\$25,742.4	\$27,029.5	\$28,381.0	Hourly		
Public Works Operator I	\$43,414.15	\$45,584.86	\$47,864.10	\$50,257.31	\$52,770.17	\$55,408.68	\$58,179.11	\$61,088.07	Annual	7/19/2022	12/23/2024
Parks Maint. Technician I	\$3,617.85	\$3,798.74	\$3,988.68	\$4,188.11	\$4,397.51	\$4,617.39	\$4,848.26	\$5,090.67	Monthly		
Collection System Operator I	\$20,872.2	\$21,915.8	\$23,011.6	\$24,162.2	\$25,370.3	\$26,638.8	\$27,970.7	\$29,369.3	Hourly		
Seasonal Museum Assistant											
Custodian	\$38,966.86	\$40,915.20	\$42,960.96	\$45,109.01	\$47,364.46	\$49,732.68	\$52,219.32	\$54,830.28	Annual	10/21/2025	10/21/2025
	\$3,247.24	\$3,409.60	\$3,580.08	\$3,759.08	\$3,947.04	\$4,144.39	\$4,351.61	\$4,569.19	Monthly	7/19/2022	12/23/2024

	\$18,734.1	\$19,670.8	\$20,654.3	\$21,687.0	\$22,771.4	\$23,909.9	\$25,105.4	\$26,360.7	Hourly		
Staff Assistant	\$40,118.99	\$42,124.94	\$44,231.19	\$46,442.75	\$48,764.89	\$51,203.13	\$53,763.29	\$56,451.45	Annual		
	\$3,343.25	\$3,510.41	\$3,685.93	\$3,870.23	\$4,063.74	\$4,266.93	\$4,480.27	\$4,704.29	Monthly	7/19/2022	12/23/2024
	\$19,288.0	\$20,252.4	\$21,265.0	\$22,328.2	\$23,444.7	\$24,616.9	\$25,847.7	\$27,140.1	Hourly		
Community Navigator	44,050.38	\$46,252.90	\$48,565.54	\$50,993.82	\$53,543.51	\$56,220.69	\$59,031.72	\$61,983.31	Annual		
Community Enhancement Coordinator	\$3,670.87	\$3,854.41	\$4,047.13	\$4,249.49	\$4,461.96	\$4,685.06	\$4,919.31	\$5,165.28	Monthly	7/19/2022	12/23/2024
	\$21,178.1	\$22,237.0	\$23,348.8	\$24,516.3	\$25,742.1	\$27,029.2	\$28,380.6	\$29,799.7	Hourly	7/1/2025	10/7/2025

Revisions:

01/01/2019 Increase in Minimum Wage for Park Tech I
 07/01/18 2% COLA OFFA Based on Section 6.3 of MOU
 07/01/19 4% COLA OPOA Sworn & Non-Sworn per Res. No. 8778 & 8779
 07/01/19 Budget changes for classification of Park Tech I moves to PW Ops I range; Park Tech III - Tree Lead Worker at Lead Equip Mechanic range; PW Ops III - PW Ops Lead
 07/01/19 Add Code Enforcement Technician per budget
 07/01/19 Add Project Manager/Sr. Civil Engineer per budget
 07/01/19 Unfroze Admin/Program Analyst II per budget
 07/01/19 Unfroze Program Analyst I per budget
 07/01/19 Mayor, City Council & Treasurer received 10% cutback returned per budget
 07/16/19 Side Letter Agreement to Add Police Lt. to OMCA
 07/16/19 Established new salary range for City Administrator per Mayor Appt. on 07/16/19
 08/06/19 Establish new salary range for Accounting Technician II and III
 09/17/19 Change in job Title and salary range for dept heads per Resolution #8815
 12/17/19 Added Assistant Community Development Services Director
 1/7/2020 OCEA 3% Increase Per Resolution No. 8829
 04/07/20 Added 2 new positions; IT Analyst and Accounting Analyst
 07/01/20 OCEA 3% Increase Per Resolution No. 8829 and update sewer position classification titles to Collection System Operators; Updated Comm. Devel. Tech I, II and III;
 04/20/21 Added new Custodian position
 07/01/21 OCEA 3%, OMA Misc 3%, OMA Saf 4%, OPOA 4%
 01/04/22 Added Recycling Coordinator, Increase in Minimum wage
 07/01/22 OCEA 3%, OMA Misc 3%, OMA Saf 4%
 07/25/22 3% Salary increase for all City employees
 11/28/22 Moving OPD Employees to top 3 Steps and Increase City Administrator Salary Range by 25%, Suspended 2nd Tier Salaries
 05/02/23 Establishing salary range for Police Chief and Assistant Police Chief.
 02/20/24 Adding Assistant Director of Public Works/City Engineer and Electrician Apprentice
 04/16/24 Established New Salary Range for IT Manager
 08/06/24 Addition of Payroll Technician to salary schedule effective 08/06/24
 09/17/24 Council Action for OPOA Non Sworn MLE Salary Range Increase
 12/23/24 3% COLA Adjustments based off OCEA, OPOA, OMA MOUs
 07/03/25 Salary adjustment for Fire Marshal/Inspector effective 10/07/25
 07/01/25 Conversion of 1 Community Navigator role into a Community Enhancement Coordinator approved by Council 07/01/25
 10/21/25 Addition of Seasonal Museum Assistant to Salary schedule effective 10/21/25
 12/23/25 3% COLA Adjustments based off OCEA, OPOA, OMA MOUs
 12/23/25 Removal of the Accounting Analyst position as it have been converted into an additional Payroll Technician position
 01/05/26 5% Salary Increase for OPOA Sworn Personnel



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMIN SVCS

RE: MYERS STREET RESURFACING PROJECT CONTRACT INCREASE

DATE: JANUARY 20, 2026

SUMMARY

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

DISCUSSION

On September 3, 2024, Council approved the award of contract for the Myers Street Resurfacing project to Pavement Coatings Co. This project provided a layer of fiberized surfacing treatment and striping along Myers Street from Mitchell Avenue to Montgomery Street.

During the project there was a coordinated delay due to a gas line project by Pacific Gas and Electric (PG&E). This delay resulted in higher costs due to pavement crews having to be redeployed. In addition, delaying this project until after the gas line was replaced saved PG&E funds that they would have had to expend to repair the street and striping. PG&E reimbursed the City for the increased cost along with funds to assist in the pavement repair and striping in the amount of \$59,470.88. Staff wish to increase the not to exceed amount by \$11,531.66, utilizing funding from the Capital Projects Fund; and wish to deposit the funding received from PG&E into the Capital Project Fund, to offset the total costs incurred due to the delay.

FISCAL IMPACT

\$11,531.66 from the Capital Projects Fund, which will be reimbursed from PG&E.

ACTION REQUESTED -

APPROVE PAYMENT TO PAVEMENT COATINGS COMPANY IN THE AMOUNT OF \$11,531.66.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

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

**RE: UNION PACIFIC RAILROAD REIMBURSEMENT AGREEMENT FOR
DESIGN REVIEW OF TABLE MOUNTAIN/WASHINGTON COMPLETE
STREETS PROJECT**

DATE: JANUARY 20, 2026

SUMMARY

The City Council shall consider approving a Reimbursement Agreement for design review of the Table Mountain/Washington Complete Streets project by Union Pacific Railroad.

DISCUSSION

The Table Mountain Blvd/Washington Avenue Complete Streets project includes work that is within the Union Pacific Railroad (UPRR) Right of Way (ROW).

UPRR requires a signed agreement with the City prior to reviewing any design documents to ensure there are no conflicts with the ROW.

FISCAL IMPACT

Estimated cost is \$35,000, which the City will be reimbursed through grant funding received from Butte County Association of Governments.

ACTION REQUESTED -

**APPROVE THE REIMBURSEMENT AGREEMENT (A-3574); AND AUTHORIZE THE
MAYOR TO SIGN.**

ATTACHMENTS

UPRR Reimbursement Agreement

UPRR REMS
Project 629489

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$35,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF OROVILLE, CALIFORNIA (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF OROVILLE, CALIFORNIA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Amber Stoffels
Printed Name

Title

Manager I, Industry & Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Oroville, California proposes to reconstruct the existing bridge barrier at the location referenced below.

Location

Canyon Subdivision

DOT	Crossing Type	Milepost	Street Name
835107K	Public	205.289	Washington Avenue

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel
- Construction observation

Exhibit C

Billing Contact Information

Name	Tim Kaber
Title	Project Manager/Senior Civil Engineer
Address	1735 Montgomery Street, Oroville, CA 95965
Work Phone	+1 530-538-2540
Cell Phone	
Email	tkaber@cityoforoville.org
Agency Project No.	



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

**RE: AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN
FINANCIAL SERVICES – SPECIAL TAX CONSULTING SERVICES**

DATE: JANUARY 20, 2026

SUMMARY

The City Council shall consider approving an Agreement for Professional Services with Willdan Financial Services (Willdan) to provide special tax consulting services, including preparation of a Fiscal Impact Analysis and formation of a Community Facilities District (CFD). These services will support the City's evaluation of new development and potential financing mechanisms for public facilities and services associated with that development.

DISCUSSION

The City has identified the need for specialized fiscal and special tax consulting expertise to evaluate the impacts of future development and to establish appropriate funding mechanisms for public facilities. Willdan Financial Services is a nationally recognized firm with extensive experience assisting California cities with fiscal impact analyses and CFD formation.

Under the proposed agreement, services will be provided in two phases. Phase One consists of a Fiscal Impact Analysis evaluating projected revenues and costs associated with proposed development over a ten-year horizon. Phase Two consists of the formation of a Community Facilities District, including development of the Rate and Method of Apportionment of Special Tax, preparation of required reports and boundary maps, coordination with legal counsel, and support through public hearings and formation proceedings.

Compensation is provided on a fixed-fee basis for the defined scope, with any additional services subject to City authorization and billed at established hourly rates.

FISCAL IMPACT

The total cost for the services described in the agreement is \$33,500, consisting of \$8,500 for the Fiscal Impact Analysis and \$25,000 for CFD formation services. The City has

collected a replenishable deposit in the amount of \$30,000 from the project developer. Payment to Willdan Financial Services will be made by the City as a pass-through from funds collected from the developer. Any amounts in excess of the initial deposit will be reimbursed by the developer in accordance with applicable agreements.

ACTION REQUESTED -

**APPROVE AGREEMENT NO.3575 FOR PROFESSIONAL SERVICES WITH
WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX CONSULTING SERVICES;
AND AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

Agreement No. 3575 with Willdan and Associates

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of January, by and between **WILLDAN FINANCIAL SERVICES (“WFS”)**, a corporation, and the **CITY OF OROVILLE**, hereinafter referred to as “Client.”

WHEREAS, Client desires to employ WFS to furnish ongoing professional services in connection with **SPECIAL TAX CONSULTING SERVICES**, hereinafter referred to as the “Project.”

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

SECTION I – BASIC SERVICES

WFS shall provide to the Client the basic services described in detail in “Exhibit A,” Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II – ADDITIONAL SERVICES

If authorized, WFS shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in “Exhibit A” and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III – COMPENSATION

WFS shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in “Exhibit B,” Fees for Services; and WFS will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then WFS shall be compensated at its then-prevailing hourly rates for such additional services.

WFS may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to WFS within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half (1½) percent per month or the then-legal rate allowed.

SECTION IV – INDEMNITY; INSURANCE REQUIRED

A. **Indemnity.** WFS shall indemnify and hold harmless Client, its officers, officials, directors, employees, designated agents, and appointed volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, to the extent caused in whole or in part by the negligent acts, errors, or omissions of WFS, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of Client or Client's officers, agents, or employees.

The parties shall cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability or loss. Neither party shall have an obligation to indemnify the other party for any losses to the extent they are caused, contributed to or exacerbated by the actions or failure to act of the indemnified party, including without limitation, the failure to take actions to mitigate such losses.

B. **Insurance.** Without in any way limiting WFS' liability pursuant to the indemnification described above, WFS shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
General Liability Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate
Automobile Liability Comprehensive Automobile Liability (including owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory, \$1,000,000
Professional Liability Professional Liability Insurance	\$1,000,000 per claim and annual aggregate

SECTION V – INDEPENDENT CONTRACTOR STATUS

WFS shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

WFS may rely upon the accuracy of any documents provided to WFS by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by WFS pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), are instruments of WFS' services in respect to this Project and not products. All such documents shall be the property of WFS provided, however, that a copy of the final documents shall be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. Any modification or reuse without specific written verification and adoption by WFS for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless WFS from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate WFS for any time spent or expenses incurred by WFS in defense of any such claim, in accordance with WFS' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of WFS will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. Client further acknowledges that WFS has the unrestricted right to use the services provided pursuant to this Agreement, as well as to all instruments of service provided pursuant to this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by WFS, which are not final and which WFS does not sign. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by WFS and waives liability against WFS for their use.

WFS shall be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by Client or by Client's attorney(s), engineer(s), accountant(s), consultant(s) or employee(s) to Consultant. Client shall make no claim against WFS alleging that WFS should not have relied upon such information provided by Client to WFS.

WFS' records, documents, calculations, test information and all other instruments of service shall be kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement.

SECTION VII – SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by WFS. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and WFS shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, WFS will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of WFS covered by this Agreement, less payments of compensation previously made.

SECTION IX – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

Consultant shall receive reasonable adjustment for delays and costs incurred due to tariffs, or other similar acts of government.

SECTION X – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI – ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually-acceptable neutral person not affiliated with either of the parties (the “neutral”), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting.

The parties shall share the fees of the neutral equally.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the neutral) if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion, as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

SECTION XIII – RECORDS

Records of WFS’ direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

WFS’ records will be available for examination and audit if and as required.

SECTION XIV – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of California.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. WFS' waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

I. Client acknowledges that WFS is not responsible for the performance of services by third parties, provided that said WFS has not retained third parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, as of the day and year first above written.

WILLDAN FINANCIAL SERVICES

CITY OF OROVILLE

By: _____

Chris Fisher

Title: Vice President / Director

Address: 27368 Via Industria, Suite 200
Temecula, California 92590

By: _____

David Pittman

Title: Mayor

Address: 1735 Montgomery Street
Oroville, California 95965

SCOPE OF SERVICES

Based on our discussions, we understand that the City of Oroville ("City") wishes to analyze the fiscal impacts of a new development and also form a Community Facilities District ("CFD") to fund public facilities associated with the new development. These facilities will likely include backbone infrastructure and the CFD may also include funding of development impact fees required for the project, as well as additional in-tract improvements, at the City's discretion. The project will be separated into two phases: Phase One – Fiscal Impact Analysis, Phase Two – Formation of Community Facilities District ("CFD").

Phase One – Fiscal Impact Analysis

Work Plan

Below is Willdan's proposed scope of services for the completion of a Fiscal Impact Analysis.

Task A-1: Gather and Review Data

Description: Based on the results of the kickoff meeting (see Task A-5), review and validate the following data for use in the study:

- The City's Fiscal Year (FY) 2025-26 budget and most recent available actuals;
- Updated data specific to the project area(s) within the City of Oroville, including acreages, current and planned land uses, planned development, planned facilities to be maintained such as parks and roads, and assessed values;
- Updated development schedule data;
- Demographic information, including population and employment;
- Project location tax rate area information from the County Auditor-Controller; and
- Information on any service costs unique to the project area, to the extent available.

Task A-2: Develop Fiscal Revenue and Cost Model Inputs

Description: Willdan will develop a fiscal impact model, incorporating data gathered in Task 1, and review with City staff to determine whether any adjustments or modifications should be made to the underlying model or approach. The model will estimate relevant positive and negative fiscal impacts on a per-capita or case study basis, depending on which is appropriate for the City's goals.

For per capita impacts, we will divide annual revenues or costs by the appropriate service population, which will include the current residential and employment population. Employment will be weighted appropriately to reflect impacts relative to residents for each revenue or cost item. The model will multiply these per capita factors by the projected service population associated with the areas to be included in the analysis. For case studies, we will estimate the impacts based on cost analyses specific to the project, facilities to be maintained, new revenue source to be created, or other method that has been determined to be the most accurate.

Task A-3: Produce, Test and Refine Revised Fiscal Model

Description: Update the fiscal impact model with any necessary revised assumptions and revenue and cost inputs. We will run the model to analyze the impact of the development in designated areas of the City, projected out to ten (10) years. In the interest of developing a methodology that spreads fiscal impacts equitably among development types, Willdan may run multiple versions of the fiscal impact analysis that include and/or exclude certain revenue and expenditure items. The results may be targeted to specific costs or reflect a comprehensive analysis of the City's overall budget, depending on the City's objectives.

Deliverables: Tables showing fiscal model assumptions and results.

Task A-4: Prepare and Present Fiscal Impact Analysis

Description: Prepare an administrative draft memorandum that includes a presentation and explanation of the results, and a description of approach and assumptions.

Willdan will discuss and select cost and expenditure targets based on the City's goals, objectives, and/or fiscal policies, so that the CFD will achieve a balanced special tax burden for different property types.

Municipal services and maintenance components can be broken out separately to achieve a stronger nexus between special tax rates and project/property special tax burdens. The report will contain the following elements:

- Services to be provided to the project area by the City of Oroville;
- Level and range of proposed services;
- Revenues attributable to new development;
- Net fiscal impacts associated with new development;
- Potential levels of special tax, and
- Feasibility and estimated costs associated with providing services.

Deliverables: Revised Fiscal Impact Report.

Task A-5: Meetings

Description: Willdan anticipates two meetings during this engagement:

- Kick-off meeting with City staff and possibly project proponent(s);
- Attendance/presentation at a City Council meeting to adopt the fiscal impact report; and
- One additional in-person meeting.
- These meetings may be conducted via web conference (WebEx, Zoom, etc.) as appropriate and feasible.

Phase Two – Community Facilities District Formation

Project Approach

For this CFD our approach will start with detailed discussions with City Staff to fully understand the objectives, the goals of the landowners/developers to be included in the initial formation, and how the formation of a CFD supports those objectives. We will also review the City's CFD Goals and Policies to ensure they support the purposes of the proposed CFD, or if Goals and Policies do not currently exist, work with the City to develop and adopt them. Following this, we will proceed immediately with the necessary analysis and steps to develop a list of facilities to be included in the CFD, establish a budget, develop, and evaluate CFD structures and Special Tax options, and coordinate the steps required to establish the proposed district.

The CFD formation will be driven by a special tax analysis that will consider the types of property currently proposed for inclusion in the CFD, as well as future developments, and the level of special tax burden they can bear. We will gather necessary data directly from developers and property owners (as appropriate) as well as from the City, County, and other sources (as necessary).

By identifying the level to which properties can be fairly and equitably taxed through the development, evaluation, and discussion of the financing plan provided by the developer and refined by the financing team, we can construct a special tax model that accurately forecasts aggregate special tax revenue that could be generated.

The special tax analysis will be presented to and discussed with City staff, and feedback will be incorporated into the final document as required. Once the analysis is finalized, we will use this as the foundation for the development of the special tax methodology and ultimately the Rate and Method of Apportionment of Special Tax ("RMA").

Work Plan

The following outlines the steps associated with the formation of the CFD for the funding of public services.

Task B-1: Project Kick-off Meeting

Following receipt of an authorization to proceed, our team will initiate discussions with the City and the developer to identify any additional documents or information necessary to complete the analysis and subsequent deliverables. As needed throughout the project, we will coordinate with City staff, their consultants, and other outside agencies involved in the project (such as the local school district) to gather required information for the proceedings.

Specifically, the kick-off discussion will include the following:

- Confirmation of the objectives of the CFD formation;
- Confirmation of the facilities to be funded by the CFD;
- Discussion of necessary data, its sources and availability;
- Outlining the process and steps necessary for the formation;
- Development of a draft timeline of events and milestones;
- Identification of key participants and areas of responsibility; and
- A general discussion of potential challenges or obstacles.

Task B-2: Review of Goals and Policies

Based on the discussions during the kick-off meeting, Willdan will review the current Goals and Policies, and if necessary, may make edits to the existing CFD Goals and Policies, or work with the City to develop first-time Goals and Policies, to address the specific goals of this proposed CFD. City policies for the formation and use of CFDs must be approved by the legislative body prior to the formation of any CFD. It sets policies for the formation of CFDs in the City, including limits to the cumulative effective tax rate of properties within the district, the menu of potential services that may be included, and other aspects of the CFD formation process.

Task B-3: Background Research and Preparation of CFD Budget

Willdan will evaluate the public facilities needs of the developer and confirm the potential for public financing with the City to produce a narrative description of these items to include in the Community Facilities District Report.

Willdan will review property ownership and/or development plans provided to us in Section A. In addition, prior to beginning formation proceedings, Willdan will contact the Butte County Registrar's Office to confirm that the number of registered voters within the proposed district boundaries is less than twelve (12), which will allow for a landowner election.

Task B-4: Development and Presentation of Tax Methodology

The proposed maximum special taxes will be developed and designed to generate sufficient revenue to meet CFD objectives and tax properties consistent with established development requirements and policies.

Willdan may develop additional improvement areas, zones, special tax categories, and rates for future property types within the CFD. The CFD may be the first in a series, or the CFD may cover a wide area of development, depending on the needs of the City and the developer.

The special tax structure for the RMA will be developed based on CFD boundaries, facilities to be funded and proposed development, ensuring a reasonable tax burden on the properties.

The method of allocating tax burdens to each property type will be discussed with the City to ensure that considerations have been addressed and then included in both the Resolution of Intention and the Community Facilities District Report.

The method will consider practical annual administration implications, including the "trigger" event used to reclassify undeveloped property to developed property, the number of levels of development, possible exemptions, and the impacts, both financial and political, on the secondary property owner.

Task B-5: Rate and Method of Apportionment of Special Tax (RMA) and Boundary Map

An RMA of Special Tax and Boundary Map for the Resolution of Intention will be prepared. This RMA will document the special tax rates for properties within the CFD boundaries, the procedures for calculating and applying the tax, and other information necessary for administering the CFD on a continuing basis.

Task B-6: Community Facilities District Report

Willdan will prepare a CFD Report that includes a description of the facilities to be funded, cost estimates, incidental expenses, the RMA, boundary map, and other information. If requested, Willdan will present the CFD Report to Council and field questions received at the Public Hearing.

The CFD Report will include the following components:

- Summary of steps taken thus far in forming the CFD;
- Description of the proposed facilities to be funded;
- Costs of proposed facilities;
- CFD Boundaries; and
- The Rate and Method of Apportionment of Special Tax.

Task B-7: Document Review, Preparation, and Recordation

Willdan will collaborate with the City's legal counsel to prepare drafts of the required staff reports, resolutions, petitions, Consent and Waiver documents, notices, and ballots. As we do not practice law, we ask that the City's attorney or other designated counsel review the documents. We will, however, assist legal counsel in identifying pertinent legal issues and modifications necessary before the documents are implemented.

Willdan will prepare the letter and exhibit for confirmation of the number of registered voters from the County of Butte and obtain certification of findings.

If the City is unable to garner 100 percent consent from the affected property owners to waive the election period and a regular special tax election is required, the City's legal counsel will be responsible for preparing and coordinating the required impartial analysis and ballot arguments.

Willdan will prepare a script to be followed by the City Clerk and City Council at the election meeting/Public Hearing.

Following the Resolution of Intention Willdan will print the final boundary map on the material and size required by the County of Butte and coordinate recordation of the boundary map with the city and the County recorder, and after successful formation of the CFD, Willdan will coordinate the recordation of the "Notice of Special Tax Lien."

Meeting Attendance

Anticipated meetings are outlined in the proposed timeline included herein and, other than the Public Hearing, will be held telephonically and/or virtually (i.e., WebEx, Zoom, Teams, etc.). Additional meetings will be invoiced at our current hourly rates noted in the project fees section.

Willdan will attend the Public Hearing for the CFD formation, either remotely or in person if needed, and make a presentation to City Council at the city's request.

Client Responsibilities

The City, developer, or City's Financial Advisor will be responsible for providing the following items:

- Proposed project development information, including (as applicable):
 - Detailed development plans;
 - Data on proposed product mix (e.g., residential types, commercial types [retail, office, etc.]);
 - Estimated construction and absorption schedules; and
 - Maps and/or diagrams of the proposed project area.
- Pertinent budget information, including estimated/projected construction costs, and City overhead and/or administration;
- From the City's Financial Advisor, details related to proposed bond issuance such as structuring, terms, interest rates, issuance dates, etc. for use in our analysis;
- Publication of Council meetings/Public Hearings notices in the local newspaper;
- Developer/owner contact information for noticing and balloting purposes;
- Review of draft reports and resolutions prior to the preparation of final documents (this review is typically performed by City staff but may also include a review by the City's legal counsel); and
- Opinions (as requested) from legal counsel.

The City further acknowledges that Willdan shall rely upon the accuracy and validity of the information provided by the City, developer, City's Financial Advisor, and County Assessor and agrees that Willdan shall not be liable for any inaccuracies contained therein.

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the City of Oroville represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this Special Tax Consulting Services proposal.

- (i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

FEES FOR SERVICES

Special Tax Consultant Services

Willdan Financial Services proposes to perform the tasks outlined in our Scope of Services for the fixed fee noted in the table below.

Special Tax Consulting Services	
Service	Fee
Fiscal Impact Analysis	\$8,500
CFD formation	\$25,000

Notes

- The fees denoted above will not be contingent upon the outcome of the formation process.
- Additional meetings or tasks outside our proposed scope of work will require an additional fee.
- For the purpose of our proposal, telephone conference calls are not considered “meetings” and are not limited by our scope of services.
- The City will be invoiced on a **monthly** percentage-completion basis.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President / Director	Chris Fisher	\$310
Managing Principal		\$300
Principal Consultant	Mike Medve	\$270
Senior Project Manager		\$250
Project Manager		\$210
Senior Project Analyst		\$150
Senior Analyst	Tyler Green	\$135
Analyst II		\$120
Analyst I		\$110



**January 06, 2026
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council held a Closed Session on the following:

1. Anticipated Litigation (Significant exposure to litigation) pursuant to Government Code Section § 54956.9(b): (1 Case).
2. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.

OPEN SESSION

A moment of silence was held in recognition of the passing of Congressman Doug LaMalfa. Council Member Reynolds led this moment of silence.

1. Announcement from Closed Session – Direction given; no action taken.
2. Pledge of Allegiance – Led by Council Member Johnstone
3. Corrections/Changes to the Agenda – Agenda item #10 should include a not-to-exceed amount of \$60,000.00.
4. Recusals - None
5. Adoption of Agenda –

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Reynolds: Expressed concerns about the preliminary materials for the transparency item from December 16, 2025 meeting.

Vice Mayor Smith: Reminded the public and those in attendance that the International Sportsman's Expo is January 15-18th in Sacramento.

Mayor Pittman: Stated the Chief of Police will have an agenda item coming forward soon regarding concerns parents have with the internet and their children accessing it. He also announced the Department of Water Resources \$200,000.00 agreement has been completed.

Council Member Thomson: Stated he is very proud of staff and would like administration to look into doing something special for them.

Council Member Webber: Stated he was saddened about the passing of Congressman Doug LaMalfa.

2. Administration Reports

Amy Bergstrand, Director of Business Assistance and Housing Development: Updated staff and Council Members on the status of use at the Oroville Rescue Mission and Mission Esperanza. There was 28 people in the congregate shelter, with 29 in the pallet shelter. 1 individual was asked to leave due to drug possession and use. This individual can reapply to stay again in 6 months.

Ron Belser, Director of Code Enforcement: Comcate software went live on December 18th and appears to be an excellent software for the department. Statistics were provided for the month of December 2025.

Jason Wines, Chief of Police: Stated the Police Department continues to average 3500 calls per month.

Tim Kaber, Senior Civil Engineer and Program Manager: Stated Hewitt Park is coming along well.

Brian Ring, City Administrator: Thanked staff for their hard work during the storms that have occurred over the previous couple of weeks. Listed 3 items that will be coming to the Council soon: 1) Pavement moratorium; 2) Staff recognition and appreciation; and 3) A uniform process regarding street closures.

CONSENT CALENDAR

Consent calendar items 2 and 3 were adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: None

ABSTAINED: None

1. **RESOLUTION RECOGNIZING JOHN STARR AND BETTER BUILDERS**

The City Council adopted Resolution No. 9430 recognizing John Starr and Better Builders for their contributions to the City of Oroville by the following vote:

Motioned by: Council Member Thomson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: None

ABSTAINED: None

2. **AMENDMENT OF 2026 MASTER MEETING CALENDAR**

The City Council approved one amendment to the 2026 Master Meeting Calendar. One holiday has been changed from February 9th, to February 12th recognizing Lincoln's Birthday. This aligns with the 2026 City of Oroville A/P Calendar.

3. **APPROVAL OF THE 12.16.2025 CITY COUNCIL REGULAR MEETING MINUTES**

The City Council approved the regular meeting minutes from the 12.16.2025 City Council meeting.

REGULAR BUSINESS

4. APPOINTMENT OF VICE MAYOR FOR 2026

The City Council voted to keep Vice Mayor Smith as the Vice Mayor for Oroville City Council for 2026 by the following vote:

Motioned by: Council Member Webber

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

5. COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

The Mayor kept all Council Member assignments the same for the 2026 year as they were for the 2025 year by the following vote:

Motioned by: Council Member Webber

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

6. RESOLUTION SUPPORTING FEDERAL RECOGNITION FOR THE KONKOW VALLEY BAND OF MAIDU INDIANS

The City Council adopted Resolution No. 9432 supporting Federal recognition for the Konkow Valley Band of Maidu Indians by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Council Member Webber

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

NOES: None

ABSENT: None

ABSTAINED: None

7. **SIDE LETTER AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICER'S ASSOCIATION BOTH SWORN AND NON-SWORN PROVIDED A 5% SALARY INCREASE FOR SWORN PERSONNEL, OVERTIME TO BE PAID AFTER 84 HOURS IN A PAY PERIOD, AND ABILITY TO ADVANCE SICK AND VACATION LEAVE TO EXPERIENCED LATERAL SWORN AND NON-SWORN PERSONNEL**

The City Council adopted Resolution No. 9431 and the side letter agreement between the City of Oroville and the Oroville Police Officer's Association Sworn and Non-Sworn (OPOA-S) (OPOA-NS) providing a 5% salary increase for all sworn personnel, changing overtime to be paid after 84 hours in designated work pay period and the ability to advance sick and vacation to experienced lateral sworn and non-sworn personnel by the following vote:

Motioned by: Council Member Thomson

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

8. **LETTER TO CALTRANS REQUESTING WIDENING OF STATE ROUTE 70 BETWEEN MONTGOMERY STREET AND GRAND AVENUE**

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

The City Council voted to send the drafted letter to CalTrans regarding the potential widening of Highway 70 and the associated bridge structure between Montgomery Street and Grand Avenue by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Webber

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

NOES: None

ABSENT: None

ABSTAINED: None

9. PARKING LOT AND BASKETBALL COURT LIGHTS; HEWITT PARK RENOVATION

The City Council authorized the purchase of 15 solar lights and light poles for the Hewitt Park parking lot and basketball court area in the amount of \$72,395.00 plus a 10% contingency in the amount of \$7,239.50 for a total of \$79,634.50 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Thomson

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

NOES: None

ABSENT: None

ABSTAINED: None

10. AWARD OF CONTRACT; SANITARY SEWER SERVICE PROFESSIONAL SERVICE AGREEMENT

The City Council voted to award a Professional Services Contract (A-3574) to Carollo Engineers of Sacramento for design engineering services in support of the Sanitary Sewer Lift Station Bypass & Modernization Project by the following vote:

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: None

ABSTAINED: None

11. FUTURE LEADERS PILOT PROGRAM

The City Council shall received a presentation on the Future Leaders Program designed to introduce local youth to municipal government, leadership, and public service. This presentation was accepted for information.

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

- i. **PG&E'S REQUEST TO CHANGE RATES FOR ITS 2027 GAS COST ALLOCATION AND RATE DESIGN PROCEEDING APPLICATION**

ADJOURN THE MEETING

The meeting was adjourned at 6:04PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: EMPLOYMENT CONTRACT WITH TIM KABER FOR POSITION OF
PUBLIC WORKS DIRECTOR**

DATE: JANUARY 20, 2026

SUMMARY

The City Council shall consider entering into an employment contract with Tim Kaber for the position of Public Works Director for a term of January 19, 2026, through January 18, 2029 with an annual compensation of \$142,619.

DISCUSSION

Tim Kaber was hired with the City on September 3, 2024, as Project Manager / Senior Civil Engineer. He has also been serving as interim City Engineer since December 16, 2025.

Tim came to the City with his Professional Engineer License and over 20 years' relative experience in the US Navy, with time working as Director of Public Works.

Staff have prepared an employment contract with Mr. Kaber with an annual salary of \$142,619 (Step D of the Department Heads salary schedule), effective January 19, 2026 through January 18, 2029. Mr. Kaber shall be eligible for a salary review after completion of six months in the position.

Tim's current 5% increase in compensation while also performing duties of City Engineer will remain in place until City Engineer vacancy is filled.

FISCAL IMPACT

There are sufficient appropriations in the Fiscal Year 2025-26 budget.

ACTION(S) REQUESTED -

1. APPROVE AGREEMENT NO. 3576 – AN EMPLOYMENT AGREEMENT WITH TIM KABER FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS; AND
2. ADOPT RESOLUTION NO. 9434 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND TIM KABER.

ATTACHMENTS:

1. Agreement No. 3576
2. Resolution No. 9434

**EMPLOYMENT AGREEMENT FOR PUBLIC WORKS DIRECTOR
BETWEEN THE CITY OF OROVILLE AND
TIM KABER**

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Tim Kaber ("Kaber"), collectively, the "Parties", effective January 19, 2026. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Kaber as its Public Works Director; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Kaber; and

WHEREAS, Kaber desires to be employed as the Public Works Director of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Kaber as the Public Works Director of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him.

Section 2. Term; Termination: Severance Compensation:

- A. The term of this Agreement shall be effective January 19, 2026, and shall continue until January 18, 2029. On or before July 19, 2028, Kaber shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Kaber of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Kaber shall not be entitled to any compensation except for any accrued vested benefits as listed below.
- B. If Kaber resigns his position as Public Works Director before the expiration date of the initial or any extended term of this Agreement, Kaber shall give the City a sixty (60) day written notice in advance. In such event, Kaber shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Kaber make such request.
- C. City may terminate this Agreement at any time with or without cause. If the City discharges Kaber from his position, without cause, as Public Works Director, the City shall pay Kaber a lump-sum cash payment equal to six (6) months' salary. In addition, Kaber shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Kaber is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Kaber shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Kaber agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Kaber becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in section 2. C., provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Kaber acknowledges and agrees that his position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to pay Kaber at Step D of the department head salary schedule, an annual base salary of \$142,619, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid. Kaber shall be eligible for a salary review after completion of six months in the position.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Kaber each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Kaber will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Kaber. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Kaber. The City Administrator's evaluation of Kaber will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Kaber's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Kaber shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Kaber shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Kaber shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Kaber shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Kaber suitable for his use while performing his duties as the Public Works Director or compensate him, if no vehicle is available, at the rate of \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:**Section 10.1 Sick Leave:**

Kaber shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Kaber shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:

Kaber shall accumulate vacation leave at the rate of one hundred twenty hours (120) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

Beginning June 4, 2026, Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation, there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Kaber may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Kaber and his eligible dependents.

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2% @ 55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 12. Holidays: Kaber is authorized to celebrate the following holidays:

- | | |
|---------------------------|---------------------------------------|
| 1. New Year's Day | 9. Veteran's Day |
| 2. Martin Luther King Day | 10. Thanksgiving Day |
| 3. Lincoln's Birthday | 11. The Day After Thanksgiving Day |
| 4. President's Day | 12. Last Workday Before Christmas Day |
| 5. Memorial Day | 13. Christmas Day |
| 6. Juneteenth | |
| 7. Independence Day | |
| 8. Labor Day | |

Kaber shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Kaber in the amount of \$100/month to compensate him for the use of his private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Kaber will pay 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions, Kaber and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPR CalPERS members the highest annual average pensionable

compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Kaber shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value to pay premiums for medical, and dental, insurance. Kaber may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Kaber elects to convert his unused sick leave to a dollar value account to pay for medical, and dental insurance and it becomes exhausted, Kaber shall have the option of continuing medical, and dental insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, Kaber becomes deceased before his dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Kaber. The City shall contribute 3% of Kaber's base salary to Kaber's Deferred Compensation Plan. In addition, the City shall match the first 2% that Kaber contributes to Kaber's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Kaber shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Kaber's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Kaber necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of Kaber for professional and official travel, meetings, and occasions to continue the professional development of Kaber, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Kaber serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of Kaber for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Kaber, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Kaber is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Kaber's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Kaber against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Kaber's duties as Public Works Director, except for any civil action or proceeding brought against Kaber for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Kaber under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Kaber that Kaber is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Kaber serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Kaber acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO KABER: Kaber at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Kaber.
- C. This Agreement shall not be assigned by Kaber or City.
- D. This Agreement shall not be modified without the written consent of Kaber and City.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held January 20, 2026.

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

CITY OF OROVILLE

David Pittman, Mayor

Tim Kaber, Public Works Director

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9434**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND TIM KABER

(Amended Agreement No. 3576)

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

1. The Mayor is hereby authorized and directed to execute employment agreement between the City of Oroville and Tim Kaber. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 20, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

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

RE: UPDATED HEWITT PARK HOURS AND RENTAL FEES

DATE: JANUARY 20, 2026

SUMMARY

The City Council shall consider modification to Hewitt Park operational hours and rental fees.

DISCUSSION

The Hewitt Park renovation project will be completed in March/April of this year. The updated amenities include pickleball courts, a multi-purpose field, splash pad, and a picnic pavilion. These facilities also include lights for use after the sun sets.

Current operational hours for the park are Dusk to Dawn.

Staff presented the current status and fees for park use to the Parks Commission on December 9, 2025, with recommendations on operating hours and rental rates.

After deliberation the Parks Commission recommends the following operating hours to align with the intended use of the park:

Year-round Sunday -Thursday: 6 a.m. to 9 p.m.

Year-round Friday-Saturday and days preceding a recognized holiday: 6 a.m. to 10 p.m.

Current Rental Fees for the park are based on the pre-renovation status of the park and not reflective of the upgrades and additional amenities.

Currently, the general park fee for rental is \$43 for up to 4 hours. This fee does not identify which portion of the park is rented for \$43.

The recommended fees discussed with the Parks Commission pertain to the picnic pavilion only. A fee of \$50 for a three hour period, with 3-4 periods available per day depending on the season. The Parks Commission also recommends allowing for low-income fee waivers

for one session per day. The threshold for low-income has not been discussed or recommended.

Other area park rental fees were researched for comparison. Costs are listed below:

Park/Facility	Rental Rates
Riverbend Park Salmon Pavillion	\$145/half day, \$255 full day
Martin Luther King Jr Picnic Area	\$65/half day, \$100/full day
Hewitt Park Picnic Pavillion	\$50 per 3 hour session (recommended)

Staff also researched rental rates for the pickleball courts and athletic fields. Courts and fields are first come, first served with no rental fee, unless reserved.

Staff anticipates the pickleball courts will be extremely popular, with potential for tournament play. The recommended fee is for the newly constructed group of 4 courts and the championship court. The courts that are on the repurposed basketball court would remain first come, first served without the potential to be reserved.

Pickleball Courts:

Park/Facility	Rental Rates
Durham Pickleball Courts	\$30/hour for 2 courts (\$15 each) to reserve
FRRPD Bedrock Park Pickleball Courts	Currently no fee, however tennis is \$65/day
Hewitt Park	Recommended - \$15/hr/court to reserve

Athletic Fields:

Park/Facility	Rental Rates
Martin Luther King, Jr soccer field	\$150/day, \$75/half day
Chico Community Park south field	\$250/4 hours, \$375/5-8 hours, \$600/day
Hewitt Park	Recommended - \$150/day, \$75/half day

Currently there is no requirement to obtain insurance for renting any City of Oroville park facility. A check of other local entities and rental policies was performed to determine the applicability of insurance to rent City of Oroville parks.

Chico Area Recreation and Parks District does not require insurance for rental of CARD facilities. Feather River Recreation and Parks District requires rental insurance for rented facilities. Costs run between \$100 to \$200 depending on attendees, alcohol, and location.

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(S) REQUESTED

1. APPROVE THE RECOMMENDED OPERATING HOURS AND RENTAL FEES; OR
2. PROVIDE DIRECTION TO STAFF ON FURTHER INVESTIGATE OPERATING HOURS AND RENTAL FEES; AND
3. CONTINUE THE RENTAL OF PARK FACILITIES WITHOUT A REQUIREMENT FOR INSURANCE; OR
4. DIRECT STAFF TO FURTHER INVESTIGATE INSURANCE REQUIREMENTS.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: VICE MAYOR AND COUNCIL MEMBERS

FROM: MAYOR PITTMAN

**RE: CONSIDERATION OF CITY SUPPORT FOR THE 38TH ANNUAL ROTARY
ROUNDUP EVENT – PURCHASE OF A TABLE**

DATE: JANUARY 20, 2026

SUMMARY

The City Council shall consider purchasing a table to support the 38th Annual Rotary Roundup at a cost of \$600.00.

DISCUSSION

The Rotary Club of Oroville will host its 38th Annual Rotary Roundup on Saturday, February 7, 2026, at 6:00 p.m. at the Oroville Convention Center. The event is a long-standing community fundraiser that benefits local Rotary projects and programs serving Oroville residents. Purchasing a table will allow City representation while demonstrating support for a well-established civic organization that contributes positively to the community.

FISCAL IMPACT

\$600.00 to be used from the Community Enhancement Fund.

ACTION REQUESTED -

APPROVE THE PURCHASE OF A TABLE FOR \$600.00

ATTACHMENTS

Rotary Roundup Sign Up sheet and Flyer



Rotary Club of Oroville
Chartered April 11, 1924
Service Above Self



**Be Part of the Posse to Support the
38th Annual Rotary Roundup**



Dear Community Partner,

You care a great deal for this place we call home. So do we.

Since 1924, Oroville Rotarians have lived **Service Above Self** through the implementation of its many projects and programs. Over three decades ago, in an effort to establish an ongoing source of funding (and fun), the Rotary Roundup was created. Now an **Oroville tradition**, this western themed dinner/dance will be held **February 7, 2025** at the Oroville Convention Center including a tri-tip dinner, raffle & live/silent auctions, and live western music dancing!

We'd be honored and grateful for your support. Please consider a sponsorship, monetary donation, or product/service donation for our live & silent auction. We'll make sure that our hundreds of guests know that you helped make the night, and our year, a success.

A form is below to mail in with payment. If you prefer to use a credit/debit card, please contact me. My personal number is below, so please feel free to call or text with questions or to arrange a pickup of your tickets, sponsorship and/or donations.

With sincere gratitude,

Sara Nolind, Roundup Chair • (530) 801-1690 • Saranolind42@gmail.com



Sponsorships

Platinum - \$1,500.00 Features prominent/multiple listings & mentions, name/logo on digital signage, name/logo rotations in our A/V production & table for 8 close to the stage. Exclusive front page logo website placement & sponsor listing page.

Gold - \$1000.00 Features prominent/multiple listings & mentions, name/logo rotations in our A/V production. Logo on website with other Gold sponsors.

Silver - \$500.00 Features multiple listings, name rotations in our A/V production, and listing on our friends & sponsors page.

Bronze - \$250.00 Features listings, A/V, web, program listing, etc.

Live/Silent Auction:

Please describe item and monetary value:

Buy a (long) Table of 8:

For 8 - \$600.00*

Or Individual Tickets - \$75.00*

x \$75 = _____ Total

Donate:

In lieu of tickets and/or a sponsorship, please accept my donation in the amount of \$ _____



Proceeds benefit Rotary's Local Projects & Programs

Rotary Club of Oroville / Monday Club Foundation
P.O.Box 6227, Oroville, CA 95965

Monday Club Foundation (501c3 Tax ID #46-1899006)

*** Early Bird Price**
(Pay in FULL by 12/31/25)

Tickets \$65 Each
Table of 8 \$520

The poster features a dark, textured background with a large, detailed cowboy hat on the right side. In the upper left, the text "38TH ANNUAL" is in a small, orange, sans-serif font. Below it, "ROTARY" is in a blue, outlined, serif font, and "ROUNDUP" is in a large, blue, outlined, serif font. To the right of the text is a circular logo with a gear-like border and a central emblem. Below the main title, the date and time "Sat. Feb. 7, 2026 • 6pm" are written in a white, serif font. Underneath that, the location "Oroville Convention Center (Downtown Oroville)" is in a white, sans-serif font. A list of activities is provided in a white, sans-serif font: "• Tri-Tip Dinner with all the Fixin's!", "• Raffle, Silent & Live Auctions", and "• Hoedown by 'Stingtown Road.'". To the left of the text is a small, rectangular photograph of three men playing acoustic guitars on a stage. On the right side, the text "\$65 Early Bird Price" is in a bold, white, sans-serif font, followed by "\$75 after Dec. 31, 2025" in a smaller, white, sans-serif font. Below this, the phrase "Come Along, Y'all!" is in a large, red, outlined, serif font. Underneath that, "Git Yer Tickets NOW!!" is in a bold, orange, sans-serif font. Below this, the text "Rotary Members • Chamber of Commerce" and "Holiday Inn Express" is in a white, sans-serif font. At the bottom right, "Proceeds to Benefit" is in a bold, white, sans-serif font, followed by "Local Rotary Projects & Programs" in a smaller, orange, sans-serif font.

38TH ANNUAL

ROTARY

ROUNDUP

Sat. Feb. 7, 2026 • 6pm

Oroville Convention Center (Downtown Oroville)

- Tri-Tip Dinner with all the Fixin's!
- Raffle, Silent & Live Auctions
- Hoedown by "Stingtown Road."

\$65 Early Bird Price
\$75 after Dec. 31, 2025

Come Along, Y'all!

Git Yer Tickets NOW!!

Rotary Members • Chamber of Commerce
Holiday Inn Express

Proceeds to Benefit
Local Rotary Projects & Programs



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

RE: 2025 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

DATE: JANUARY 20, 2026

SUMMARY

The City Council shall consider approving a resolution for the submittal of 2025 Community Development Block Grant (CDBG) Application.

DISCUSSION

The California Department of Housing and Community Development (HCD) received funding from the United States Department of Housing and urban Development (HUD) for Community Development Block Grants (CDBG). The purpose of these funds is to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of the low-moderate-income (LMI) persons, families, households and neighborhoods.

On September 30, 2025, the Department of Housing and Community Development (HCD) announced the release of the Community Development Block Grant (CDBG) Program 2025 Notice of Funding Availability (NOFA). Then on December 15, 2025, CDBG released Amendment #1 to the NOFA moving the application window from December 1, 2025, to February 2, 2026, with applications due April 3, 2026. The NOFA will fund approximately \$27 million in federal funds for the CDBG eligible activities. Eligible activities include public services, planning, construction, housing and economic development.

On November 4, 2025, City Council held a public hearing outlining programmatic changes to the 2025 NOFA, heard staff recommendations and solicited comments from the public regarding which of the City's funding priorities would result in an application to the State.

Direction was given from council for staff to submit applications for the following three (3) activities:

1. Public Infrastructure-Storm Drain Improvement Project (street)	\$ 2,564,486.00
2. Public Service-Neighborhood Cleanup Program:	\$300,000.00
3. Housing Program-Single Family (1-4) Rehabilitation Program:	\$500,000.00
4. General Administration (7%):	<u>\$235,514.00</u>
Total	\$ 3,600,000.00

However, after further review of the NOFA's 50% expenditure rule, the City is not eligible to apply for a public service nor a housing program due to not having expended 50% of currently applications for those activities. Therefore, under the 2025, the City of Oroville is eligible to apply for one (1) application up to \$3,300,000. City staff recommends applying for one (1) infrastructure project to flood drainage improvement in the amount of \$3,084,113 and \$215,887 in general administration.

FISCAL IMPACT

There is no impact to the General Fund.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9425 -A RESOLUTION APPROVING AND APPLICATION FOR FUNDING AND THE EXECUTION FROM A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM.

ATTACHMENTS

Resolution No. 9425



Appendix C: Resolution Template of the Governing Body (Required)

Applicants are required to use the resolution form on the following page with no changes to content other than what is in the fillable fields.

When completing and preparing the Resolution, please refer to section V.D. of the 2025 NOFA.

Please note: On the next page, hidden text is used to provide instructions. Once a document is printed or converted to a pdf, the hidden text will be omitted.

To display hidden text:

1. Go to the Files Tab
2. Select Options from the bottom of the left-hand column
3. Click on the “Display” option
4. Check the “Hidden Text” box.
5. Make sure the “Print hidden text” box is not checked. This will ensure that when you convert to PDF or print the document, the instructional, hidden text is not displayed.

Note 1: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

Note 2: Unless there is a city ordinance stating otherwise, the mayor must be the designated official in Section 5.

Resolution of the Governing Body

RESOLUTION NO. 9425

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERE TO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM

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

SECTION 1:

The **City Council** has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of **\$3,300,000.00** for the following CDBG activities, pursuant to the and 2025 CDBG NOFA:

List activities and amounts

Activity (e.g. Public Services, Infrastructure, etc.)	Dollar Amount Being Requested for the Activity
General Administration	\$ 215,887.00
Public Infrastructure-Storm Drains	\$ 3,084,113.00

SECTION 2:

The **City Council** hereby approves the use of Program Income in an amount not to exceed **\$0.00** for the CDBG activities described in Section 1.

SECTION 3:

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **City Council** hereby authorizes and directs the **Director of Business Assistance and Housing Development** or designee*, to execute and deliver all applications and act on the **City's** behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the **Mayor** or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement), any recordable or nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the **Director of Business Assistance and Housing Development** or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of City of Oroville** held on 1/20/2026 by the following vote:

AYES: Enter # of votes or names

ABSENT: Enter # absentees or names

NOES: Enter # of votes or names

ABSTAIN: Enter # of abstains or names

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 **20th** day of **January, 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



2025

Community Development Block Grant Notice of Funding Availability (NOFA)

*Presented by: Amy Bergstrand 01/20/2026
Director, Business Assistance/Housing*



Background

- The purpose of the CDBG Program is to provide decent housing, a suitable living environment, and to expand economic opportunities, primarily for low-and moderate-income persons (individuals, families, households).
- CDBG Objectives:
 - Benefit low-and moderate-income (LMI) persons
 - Aid in the prevention and/or elimination of slums and blight.
 - Meet a need having particular urgency (to alleviate emergency conditions)



Background

- The Original NOFA was release on September 30, 2025, with applications due January 30, 2026.
- On November 4, 2025, staff held a public hearing to outline CDBG Objectives, eligible activities, provide leadership recommendation to council and hear public input. Council agreed with staff recommendation.
- On December 1, 2025, CDBG released an amendment to the NOFA extending the application window from February 2, 2026, with applications being due April 3, 2026.

Estimated Timeline

CDBG NOFA Release:	September 30, 2025
CDBG NOFA Amendment #1:	December 1, 2025
Submission Portal Opening:	February 2, 2026
Application Deadline:	April 3, 2026
Award Letters Signed:	September 2026
Standard Agreement Execution:	On a rolling basis starting October 2026
Expenditure Deadline:	2 years, 9 months Standard Agreement execution by the Department.

Reminder: Changes to this NOFA

1. A set-aside for the applicants who haven't been awarded CDBG funds in the past five (5) NOFA cycles (2020-2024) has been established.
2. All applicants will be eligible under a competitive application process with certain submission competing under defined set-Asides. There are NO over-the-counter (OTC) applications.
3. The allowable activities are 1. Public Services and Planning, 2. Programs that include Housing, Economic Development and Code Enforcement, and 3. Projects that include Public Infrastructure, Public Facilities and Housing projects.
4. The scoring system has been upgraded.

Funding Allocations (approx. \$27M)

Funding Category Allocation	Percentage	Estimated Dollar Amount
Local Administration	7%	\$2,000,000.00
Public Service	<15%	\$4,400,000.00
Planning	<10%	\$2,900,000.00
Programs and Projects	34%	\$9,250,000.00
Set-aside for applicants w/o previous awards (2020-2024)	<25% Up to 4 awards	\$6,750,000.00
Colonias Set-aside	Set-aside of 5%	\$1,480,000.00
Non-Federally Recognized Tribe Set-aside	Set-aside of 1.25%	\$371,000.00

Funding Allocation

Each Jurisdiction can apply for up to \$3.6M

- Public Service or Planning \$300,000 Maximum
- Programs \$1.5M Maximum
- Projects \$3.3M Maximum

Funding Allocation

Eligible Categories:

- 1 Project+1 Program+ 1 Public Service or Planning, or
- 1 Project +2 Public Service or Planning, or
- 1 Program + 2 Public Service or Planning.

Leadership Recommendation

From the November 4, 2025, City Council meeting

Activity Description	Amount	Matrix Code
General Administration (7%)	\$235,514.00	21A
Public Infrastructure-Storm Drain Improvements	\$2,564,486.00	03K
Public Service-Neighborhood Cleanup	\$300,000.00	05V
Housing Program-Single Family (1-4) Housing Rehabilitation	\$500,000.00	14A
Total	\$3,600,000.00	

Leadership Recommendation

Revised Leadership Recommendation

Activity Description	Amount	Matrix Code
General Administration (7%)	\$215,887.00	21A
Public Infrastructure-Storm Drain Improvements	\$3,084,113.00	03K
Total	\$3,300,000.00	



Next Steps

- Approve Leadership Recommendation and application resolution, or
- Provide Alternate Direction to Staff.

Thank You
For Your Consideration



CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

12/1/2025 to 12/31/2025

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:

All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center

First Due Station:

The jurisdictional agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing
First Due Station to another agency:

Item i.

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGRD City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED - Medicals
- MEDFSS (Medical Flight)
- MEDA - Medical Code 2
- T/C - Traffic Collisions
- HAZ-CON - Hazardous Conditions
- P/A - Public Assists
- OTH - Other / Miscellaneous
- ECC - Emergency Command Center Specific Incidents
- HAZ-MAT - Hazardous Materials
- RESCUE - Technical Rescues
- VEG - Vegetation Fires
- STR - Structure Fires
- VEH - Vehicle Fires
- OTH FIRES - Other Fire Types not categorized above
- F/A - False Alarms (Fires)

Stations

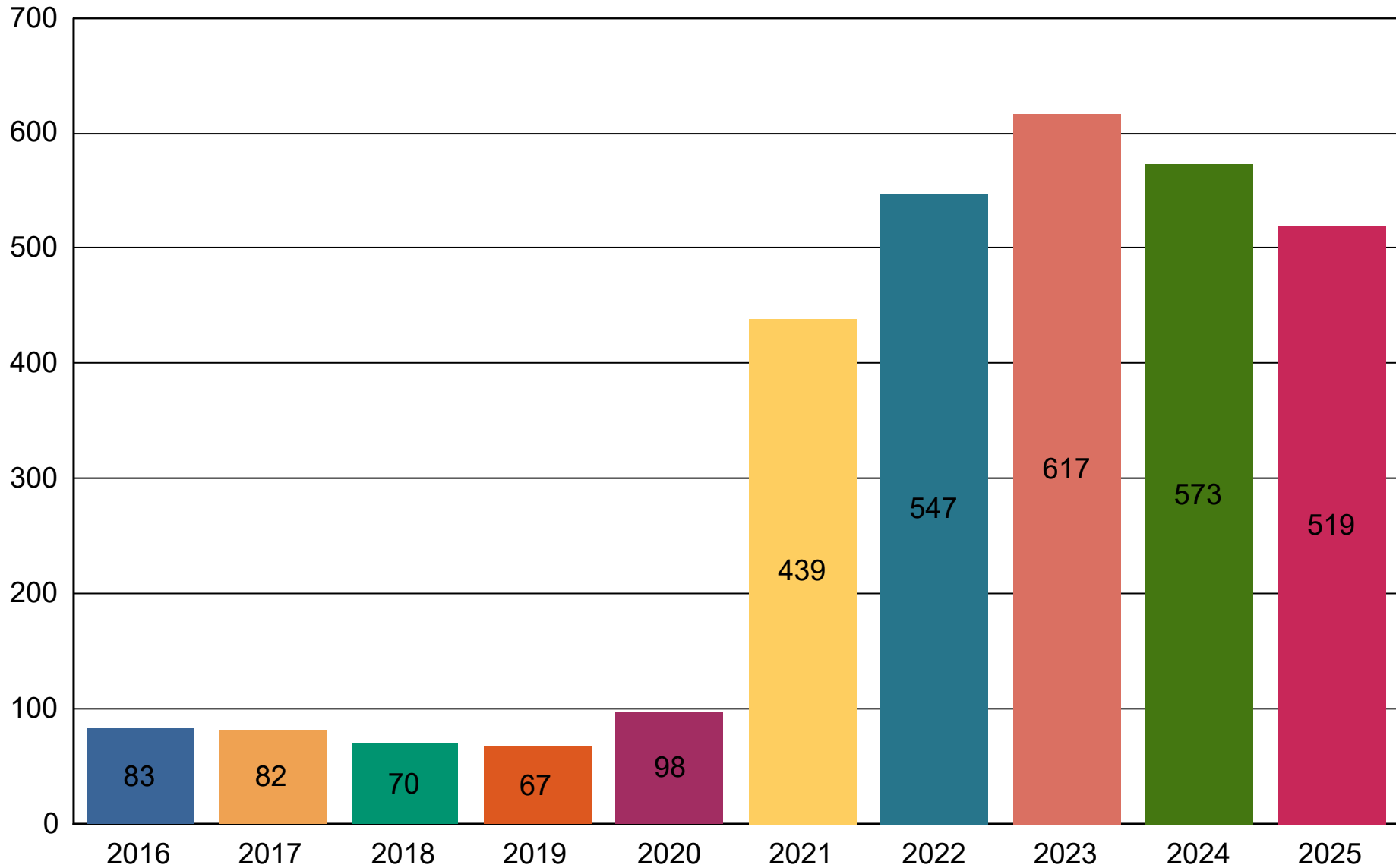
- | | | |
|------------------------------------|--------------------------------------|------------------------------------|
| 11 - CAL FIRE Butte Meadows | 13 - CAL FIRE Stirling City | 22 - CAL FIRE Cohasset |
| 23 - CAL FIRE Forest Ranch | 25 - Butte County Fire Butte College | 33 - Butte County Fire Upper Ridge |
| 35 - CAL FIRE Paradise | 36 - CAL FIRE Jarbo Gap | 41 - Butte County Fire Nord |
| 44 - Butte County Fire South Chico | 45 - Butte County Fire Durham | 51 - CAL FIRE Feather Falls |
| 54 - CAL FIRE Robinson Mill | 55 - Butte County Fire Bangor | 62 - CAL FIRE Harts Mill |
| 63 - CAL FIRE Oroville | 64 - Butte County Fire Kelly Ridge | 71 - Butte County Fire Richvale |
| 72 - Butte County Fire Palermo | 73 - Butte County Fire Biggs | 74 - Butte County Fire Gridley |
| 81 - Paradise Birch Street | 82 - Paradise South Libby Rd | 91 - CAL FIRE Oroville |

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

12/1/25 To 12/31/25

Item i.



* DATA IS UNAVAILABLE PRIOR TO 02/11/2004

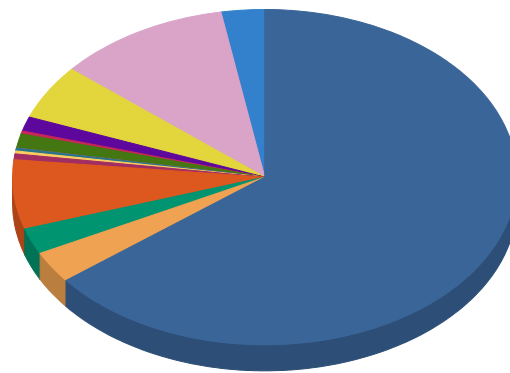


Agency Activity 12/1/2025 to 12/31/2025

Item i.

	MED	T/C	HAZ-C ON	P/A	OTH	ECC	RESCU E	VEG	STR	VEH	OTH FIRE	F/A	MEDC 2	MVIST G	Total
CAORO	335	16	12	35	3	1	1	1	7	1	8	27	57	15	519
Total	335	16	12	35	3	1	1	1	7	1	8	27	57	15	519

Incident Type Percentages (All Agencies)



MEDICALS	335	64.5%
TRAFFIC COLLISIONS	16	3.1%
HAZARDOUS CONDITIONS	12	2.3%
PUBLIC ASSISTS	35	6.7%
OTHER INCIDENTS	3	0.6%
ECC INCIDENTS	1	0.2%
RESCUES	1	0.2%
VEGETATION FIRES	1	0.2%
STRUCTURE FIRES	7	1.3%
VEHICLE FIRES	1	0.2%
OTHER FIRES	8	1.5%
FALSE ALARMS	27	5.2%
MEDC2	57	11.0%
MVISTG	15	2.9%
Total:	519	100.0%



Cooperator Assistance Provided to **CAL FIRE**/Butte County Fire 12/1/2025 to 12/31/2025

Item i.

	MED	T/C	HAZ-CO N	P/A	HAZ-MA T	RESCUE	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	293	25	11	36	1	3	8	1	8	29	54	18	487
Total	293	25	11	36	1	3	8	1	8	29	54	18	487

Resource Agency Response to Jurisdictional Agency 12/1/2025 to 12/31/2025

CAORO to CAORO

Total Number of Incidents: **387**

Total Number of Resources Responding: **451**

		MED	T/C	HAZ-CO N	P/A	RESCUE	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	B9A	0	6	0	0	0	1	0	0	5	0	0	12
	B9B	0	1	0	0	0	0	0	0	2	0	0	3
	BOAT91	0	0	0	0	1	0	0	0	0	0	0	1
	E91	211	12	7	12	0	6	1	2	20	38	9	318
	E92	2	1	0	1	0	0	0	0	0	0	0	4
	RS91	0	0	0	0	1	0	0	0	0	0	0	1
	RWC91	0	0	0	0	1	0	0	0	0	0	0	1
	T91	45	12	5	21	0	5	0	1	12	7	3	111
	Total	258	32	12	34	3	12	1	3	39	45	12	451



Resource Agency Response to Jurisdictional Agency 12/1/2025 to 12/31/2025

Item i.

Total Number of Incidents: **122**

Total Number of Resources Responding: **155**

CABTC to CAORO

		MED	T/C	HAZ-CO N	P/A	OTH	RESCUE	STR	OTH FIRE	F/A	MEDC2	MVISTG	OAMAD M	Total
CABTC	CO64	0	0	0	0	0	0	1	2	0	0	0	0	3
	E64	3	1	0	0	0	0	3	0	5	1	0	0	13
	E71	0	0	1	0	0	0	1	1	2	0	0	0	5
	E72	1	0	0	0	0	1	2	3	3	0	0	2	12
	Others	67	4	2	6	1	5	12	4	7	10	3	1	122
	Total	71	5	3	6	1	6	19	10	17	11	3	3	155



Resource Agency Response to Jurisdictional Agency 12/1/2025 to 12/31/2025

Total Number of Incidents: **72**

Total Number of Resources Responding: **79**

CAORO to CABTC

		MED	T/C	HAZ-CO N	P/A	HAZMAT	RESCUE	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	B9A	0	2	0	0	0	0	0	0	1	0	0	3
	BOAT91	0	0	0	0	0	2	0	0	0	0	0	2
	E91	28	7	1	6	1	2	2	3	6	8	6	70
	RWC91	0	0	0	0	0	2	0	0	0	0	0	2
	T91	0	0	0	0	0	1	0	0	1	0	0	2
	Total	28	9	1	6	1	7	2	3	8	8	6	79



Resource Agency Response to Jurisdictional Agency 12/01/2025 to 12/31/2025

Item i.

Total Number of Incidents: 79

Total Number of Resources Responding: 159

CAL FIRE to CAORO

		MED	T/C	HAZ-CO N	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	OAMAD M
CABTU	B2102	0	1	0	0	0	0	1	0	0	0	2	0	0	0
	B2104	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	B2105	0	1	0	0	0	1	0	1	0	0	3	0	0	0
	B2108	0	1	0	0	0	0	0	0	0	0	0	0	0	0
	B2115	0	1	0	0	0	0	0	2	0	0	1	0	0	0
	B2116	0	1	0	0	0	0	0	0	0	0	2	0	0	0
	B2117	0	2	0	0	0	0	0	1	0	1	3	0	0	0
	B2120	0	0	0	0	1	0	0	1	0	0	0	0	0	0
	B3	0	2	0	0	0	0	0	2	0	0	2	0	0	0
	CH2101	0	0	0	0	0	0	0	0	0	1	0	0	0	0
	CH2102	0	0	0	0	0	0	0	0	0	0	2	0	0	0
	D2103	0	0	0	0	0	0	0	0	0	0	1	0	0	0
	D2105	0	0	0	0	0	0	0	1	0	0	0	0	0	0
	D2110	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	D9	0	0	0	0	0	0	0	2	0	0	0	0	0	0
	DIVOPS	0	0	0	0	0	0	0	1	0	0	0	0	0	0
	DT2140	0	0	0	0	0	0	0	1	0	0	0	0	0	0
	E2154	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	E2160	1	0	0	0	0	0	0	0	0	0	1	1	0	0
	E2168	2	0	0	0	0	0	0	0	0	0	0	0	0	0

		MED	T/C	HAZ-CO N	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	OAMA M	Item i.
CABTU	E2169	7	1	1	2	0	0	0	2	0	0	2	0	1	0	
	E2180	13	3	1	2	0	0	1	5	0	3	6	2	1	2	
	E2184	1	0	0	0	0	0	0	0	0	0	0	0	0	2	
	E2185	2	0	0	0	0	0	0	2	0	0	0	0	0	0	
	P2121	0	0	0	0	0	0	1	0	0	0	0	0	0	0	
	P2122	0	0	0	0	2	0	0	0	0	1	0	0	0	0	
	P2123	1	0	0	0	1	0	0	2	1	2	0	0	0	0	
	PIOADVSE	0	0	0	0	0	1	1	6	0	1	4	0	0	0	
	PRVADVSE	0	0	0	0	0	0	1	6	1	1	4	0	0	0	
	S2103	0	0	0	0	0	1	0	1	0	1	1	0	0	0	
	T2106	0	0	0	0	0	0	0	2	0	0	1	0	0	0	
	T2108	0	0	0	0	0	0	0	2	0	0	1	0	0	0	
	Total	27	14	2	4	4	4	5	40	2	11	36	3	2	5	

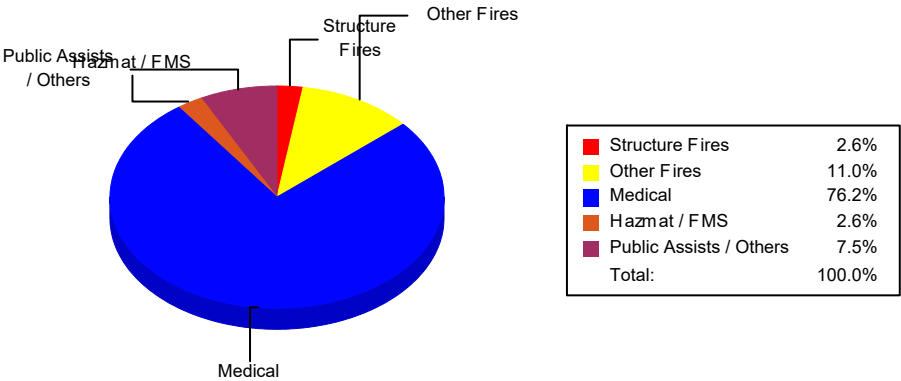


Battalion 9 Total Responses 12/1/2025 to 12/31/2025

Item i.

	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	1	7	9	0	0	17
B9B	0	2	1	0	0	3
E91	8	36	325	9	18	396
E92	0	0	3	0	1	4
T91	5	14	69	5	21	114
Total	14	59	407	14	40	534

Number of Incidents / Incident Type



OPEN LETTER FOR THE RECORD

To:

The Honorable Mayor and Members of the Oroville City Council

Via:

City Clerk – For Public Record

CC:

City of Oroville Planning Department

City Manager

City Attorney

Relevant City Staff

Honorable Mayor and Members of the City Council,

I would first like to extend my sincere appreciation to each of you for your service as City Council members. I recognize that this role requires a significant commitment of time and energy—often at the expense of family, work, and personal pursuits—and I thank you for your willingness to serve the community. I also wish to acknowledge city staff for their ongoing efforts in managing day-to-day operations and working to keep the City of Oroville functioning effectively.

I have been an active member of the Oroville community since 1972. Over the decades, Oroville has provided an exceptional cultural environment in which to raise a family, build a career, and make long-term investments. The city has offered both opportunity and stability, allowing residents like myself to contribute to and participate in its economic and civic growth.

As a member of a small and interconnected community, I have interacted with city officials and staff both personally and through business and civic activities over many years. These experiences have given me a deep appreciation for the challenges of municipal governance, as well as a strong interest in ensuring that Oroville continues to grow in a thoughtful, balanced, and sustainable manner for current and future generations.

Statement of Concern

It was recently brought to my attention that a significant rezoning action had occurred of which I had no prior knowledge. Through subsequent conversations with other property owners, I learned that several individuals were similarly unaware that the City had implemented a major rezoning that adversely affected existing property uses.

I personally own several parcels that were impacted by this rezoning. Upon discovering this issue, I undertook a focused review of the rezoning process, including the scope of the changes, the implications of down-zoning, and the standards governing continued and existing uses under the new zoning classification.

Over the course of several weeks, I studied applicable planning principles, zoning frameworks, and continuity-of-use provisions. During this time, I gathered relevant information, reviewed city materials, and prepared multiple documents to better understand the basis and consequences of the rezoning as it relates to both my properties and others similarly situated.

Based on this review, I reached a reasoned conclusion regarding the rezoning and its effects. I have prepared supporting documentation that summarizes my findings and outlines the issues identified through this process.

Subsequent Engagement and Site Review

Following the completion of my initial review and documentation, I had the opportunity to meet with Shawn Webber. Mr. Webber was willing to meet openly and generously offered the time needed to discuss the matter in detail.

During this meeting, we conducted a walking review of the area most affected by the rezoning, including the portions of downtown encompassing my properties. This walk covered approximately 3.5 miles and took close to 2.5 hours, including discussion along the route. I appreciated the councilman's time and willingness to engage in a thorough, on-the-ground review.

The purpose of this site walk was to better understand the geographic scope, physical context, and real-world impacts of the rezoning as applied on the ground. The discussion was focused on observation, clarification, and understanding of how the zoning changes interact with existing development patterns, historical uses, and current property conditions.

This engagement was informative and constructive, and it further underscored the importance of evaluating zoning decisions not only in policy terms, but also in how they function across an established and interconnected downtown area.

Clarification for the Record

It has come to my attention that my site walk and discussion with a fellow City Council member has generated some concern or controversy. For clarity and for the public record, I would like to state that the walk and discussion were limited strictly to the subject matter at hand and were conducted for informational and observational purposes only.

I understand that the council member has a connection with one of my tenants. However, there was no discussion, involvement, or interaction of any kind regarding lease terms, negotiations, or agreements during this meeting. Any assumption that lease-related matters were discussed is incorrect.

For clarity, my tenant and I executed a rental agreement in November, independent of and unrelated to any subsequent conversations or site visits. No council member participated in, influenced, or was involved in that agreement.

I recognize and respect that members of the City Council may hold differing opinions, and I believe that thoughtful disagreement can be valuable when it brings issues into the open and supports informed decision-making. However, when discussion shifts toward assumptions or discord rather than fact-based clarification, it can become unproductive and detract from the substantive issues that merit consideration.

This clarification is provided to ensure accuracy, transparency, and completeness of the record.

Respectfully submitted,

Donald D. Dirks Jr.
(Known as Doug Dirks)

From: [Jeff McClure](#)
To: [CityHall PublicComment](#)
Cc: [David Pittman](#); [Chuck Reynolds](#); [Scott Thomson](#); [Tracy Johnstone](#); [Eric Smith](#); [Janet Goodson](#); [Shawn Webber](#); [Brian Ring](#); [CityHall CityClerk](#); [David G. Ritchie](#)
Subject: Written Public Comment RE: December 30 City Council Meeting (Transparency & Ethics Agenda Item)
Date: Monday, January 5, 2026 10:16:50 AM

CAUTION: This email originated from outside of Cole Huber LLP. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Because I am unable to attend this meeting in person, I respectfully request that this written public comment be read into the record during the appropriate agenda item or included in full in the meeting record.

Thank you, Mayor and Council.

I would like to acknowledge the proposal to consolidate and clarify transparency and ethics standards that the council discussed at its meeting on December 16, 2025. Any effort to improve consistency, accountability, and public trust is welcome, and it is something I have been calling for since July.

That said, I want to raise a policy level question prompted by this agenda item.

Transparency is not just about compiling existing rules into a handbook; it's about ensuring those rules are applied consistently, especially when conflicts of interest, *actual or perceived*, may exist.

For months, residents, including myself, have asked straightforward questions about recusals, closed-session participation, and financial conflicts related to the Gateway Project & other projects and affiliated organizations, questions grounded in statute, case law, and established FPPC guidance, not speculation. These questions have at times been characterized as personal attacks, inappropriate, or based on misinformation, even though Government Code sections §1090 and §87100 require avoidance of both actual conflicts and *the appearance of conflicts*. They require proactive steps to identify, disclose, and document potential conflicts so the public does not have to infer what happened after the fact. Where circumstances give rise to the appearance of a conflict of interest, Government Code §§1090 and 87100, together with established FPPC guidance, require public officials to proactively evaluate the situation, disclose relevant interests, seek appropriate advice, and document how the potential conflict was addressed, so the public record reflects compliance rather than leaving the public to infer what occurred. In recent matters, the public record has not clearly reflected that those steps occurred.

As the City considers strengthening and formalizing transparency standards, I respectfully ask:

- What independent oversight exists to identify and address conflicts *before* violations, and what are the ramifications if a violation occurs?
- How will the City ensure that conflicts under §1090 and §87100 are proactively identified and addressed, rather than left to individual discretion?
- If no such process exists, is the Council open to formalizing one, such as routine FPPC consultation or an independent ethics review, so that council members are protected from inadvertent violations and the public can have confidence in the process?
- Will the City commit to clearly documenting recusals in open session so that the public does not have to guess whether conflicts were properly evaluated?

- Will the City seek FPPC guidance when conflicts involve overlapping public and private roles?
- Can the City also clarify the role of the City Attorney in proactively identifying and advising on potential conflicts of interest under Government Code §§1090 and 87100, including when recusal is appropriate and when FPPC guidance should be sought, so that these issues are addressed before they become violations, rather than after public concern or litigation arises?

These questions are not hypothetical; they arise directly from recent situations where the public record did not clearly reflect how conflicts were identified, evaluated, or addressed.

One last question, prompted by this discussion: *who*, at the local level, is responsible for proactively identifying and addressing potential conflicts of interest *before* a violation occurs? If the answer is that the FPPC is the only mechanism for accountability, does the City believe it is sufficient to rely entirely on external enforcement after the fact, rather than having an internal review or oversight process that protects both councilmembers and the public from inadvertent violations? As transparency standards are being formalized, I ask whether the City is open to establishing a local process for conflict review and documentation, so issues are identified, addressed, and disclosed early, rather than only through complaints, investigations, or litigation.

The public wants transparency not just in written policy but in practice, through consistent disclosure, open recusals, and a culture where public questions are truly welcomed. And we want accountability.

These questions are designed to enhance the City's processes and safeguard both council members and the public by identifying and addressing potential conflicts early.

I welcome any council member who wishes to respond to provide a written clarification. I appreciate the Council's attention to these issues and look forward to seeing transparency strengthened in practice, not just in policy.

Thank you.

Jeff McClure

jeffery.mcclure3@gmail.com

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



California

LEGISLATIVE INFORMATION

[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)

AB-572 Criminal procedure: interrogations. (2025-2026)

As Amends the Law Today

[As Amends the Law on Nov 18, 2025](#)

SECTION 1. Chapter 17.43 (commencing with Section 7287) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 17.43. Interrogations

7287. (a) (1) On or before January 1, 2027, every law enforcement and prosecutorial agency shall maintain a policy requiring a peace officer or prosecuting attorney who initiates a formal interview to gather evidence related to a law enforcement incident resulting in a person's death or serious bodily injury caused by a peace officer to adhere to the requirements in paragraph (2).

(2) Before any initial formal interview with an immediate family member of the person killed or seriously injured, or upon confirming the relationship as an immediate family member, the peace officer or prosecuting attorney shall:

(A) Clearly identify themselves by providing their full name and the name of the agency by which they are employed. If the interview takes place in person, they shall also display a business card, official badge, or other form of official identification.

(B) Inform the person of the status of their family member, if known, including whether the family member has been killed or seriously injured by law enforcement.

(C) Inform the person that they are conducting a formal interview for the purposes of an investigation that may or may not involve an assessment of the conduct of the person that was killed or injured.

(D) Inform the person that they can have a trusted support person with them. If the family member is asked to go to a station for a formal interview, inform the family member that they have a choice to come to the station and can have a trusted support person with them.

(b) No peace officer or prosecuting attorney shall employ threats or deception, including knowingly using false information, fabricated evidence, or misleading statements, to coerce an interview or when conducting any interview subject to this section.

(c) Subdivision (a) shall not apply under the following circumstances:

(1) When a reasonable officer believes that delay would result in the loss or destruction of evidence or pose an imminent threat to public safety.

(2) When the immediate family member has received advisements substantially equivalent to those required by this section or under *Miranda v. Arizona* (1966) 384 U.S. 436.

(d) For purposes of this section, the following terms shall apply:

(1) "Formal" means an interview conducted in person or via secure remote communication, including, but not limited to, video or audio conferencing, designed to elicit specific, material information about an incident and documented through written, audio, or video records.

(2) "Immediate family member" means a person known by the officer at the time of the interview to be a spouse, parent, grandparent, brother, sister, or child or grandchild related by blood, marriage, or adoption of the person who was killed or injured.

FOR ALLEGED TALKING

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

(3) "Law enforcement agency" means any department or agency of the state or any local government, special district, or other political subdivision thereof that employs any peace officer, as described in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code.

(4) "Prosecutorial agency" means a district attorney, city attorney, or other governmental entity responsible for the prosecution of crimes.

(5) "Serious bodily injury" has the same meaning as in paragraph (4) of subdivision (f) of Section 243 of the Penal Code.

(6) "Support person" means an individual selected by the immediate family member to provide moral and emotional support, provided the support person is not a percipient witness to or person of interest or suspect in the incident involving the individual who was killed or seriously injured by police. No certification, training, or other special qualification is required for an individual to act as a support person.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



California.

LEGISLATIVE INFORMATION

[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)

AB-572 Criminal procedure: interrogations. (2025-2026)

As Amends the Law Today

[As Amends the Law on Nov 18, 2025](#)

SECTION 1. Chapter 17.43 (commencing with Section 7287) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 17.43. Interrogations

7287. (a) (1) On or before January 1, 2027, every law enforcement and prosecutorial agency shall maintain a policy requiring a peace officer or prosecuting attorney who initiates a formal interview to gather evidence related to a law enforcement incident resulting in a person's death or serious bodily injury caused by a peace officer to adhere to the requirements in paragraph (2).

(2) Before any initial formal interview with an immediate family member of the person killed or seriously injured, or upon confirming the relationship as an immediate family member, the peace officer or prosecuting attorney shall:

(A) Clearly identify themselves by providing their full name and the name of the agency by which they are employed. If the interview takes place in person, they shall also display a business card, official badge, or other form of official identification.

(B) Inform the person of the status of their family member, if known, including whether the family member has been killed or seriously injured by law enforcement.

(C) Inform the person that they are conducting a formal interview for the purposes of an investigation that may or may not involve an assessment of the conduct of the person that was killed or injured.

(D) Inform the person that they can have a trusted support person with them. If the family member is asked to go to a station for a formal interview, inform the family member that they have a choice to come to the station and can have a trusted support person with them.

(b) No peace officer or prosecuting attorney shall employ threats or deception, including knowingly using false information, fabricated evidence, or misleading statements, to coerce an interview or when conducting any interview subject to this section.

(c) Subdivision (a) shall not apply under the following circumstances:

(1) When a reasonable officer believes that delay would result in the loss or destruction of evidence or pose an imminent threat to public safety.

(2) When the immediate family member has received advisements substantially equivalent to those required by this section or under *Miranda v. Arizona* (1966) 384 U.S. 436.

(d) For purposes of this section, the following terms shall apply:

(1) "Formal" means an interview conducted in person or via secure remote communication, including, but not limited to, video or audio conferencing, designed to elicit specific, material information about an incident and documented through written, audio, or video records.

(2) "Immediate family member" means a person known by the officer at the time of the interview to be a spouse, parent, grandparent, brother, sister, or child or grandchild related by blood, marriage, or adoption of the person who was killed or injured.

(3) "Law enforcement agency" means any department or agency of the state or any local government, special district, or other political subdivision thereof that employs any peace officer, as described in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code.

(4) "Prosecutorial agency" means a district attorney, city attorney, or other governmental entity responsible for the prosecution of crimes.

(5) "Serious bodily injury" has the same meaning as in paragraph (4) of subdivision (f) of Section 243 of the Penal Code.

(6) "Support person" means an individual selected by the immediate family member to provide moral and emotional support, provided the support person is not a percipient witness to or person of interest or suspect in the incident involving the individual who was killed or seriously injured by police. No certification, training, or other special qualification is required for an individual to act as a support person.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

5. Argument in Support

According to Oakland Privacy:

Assembly Bill 572 seeks to standardize procedures when law enforcement and justice system personnel interview family members of a person who has been killed or severely injured by law enforcement.

In many cases, these charged interviews occur when family members are in a state of intense grief, alarm or are beset with hospital and medical needs. They can also happen when family members do not yet know whether their child, parent, or sibling is dead or alive; or when they may face hearing news that they hoped to never hear on what will become one of the worst days of their lives. ...

At such times, no one is well-prepared to duly consider all of the possible ramifications down the line of what they say, even when those ramifications can deeply impact what happens to their severely-injured family member or their own civil or criminal compensation efforts....

Assembly Bill 572 seeks to provide a standardized framework for interviews with the family members of a person who has been severely injured or killed by police in order to ensure that such interviews do not undermine individual will and compel speech that otherwise would not occur.

Before answering questions from police, district attorneys, other prosecutors or private investigators, family members need to be reminded that what they say can impact criminal or civil litigation against their loved one (if still alive) or criminal or civil litigation they may later wish to file on their family members' behalf, and that they have rights to an attorney or a trusted friend be present or to stay silent. Importantly, in this context, AB 572 also severs the right to ask and receive information about what has happened to their family member from any questioning that may follow. This prevents the questioning party from leveraging the desperate need to know what happened from follow-up inquiries that may bear on civil or criminal proceedings down the line.

There is no doubt the inherent pressures to compel speech ... are present in a family survivor interview. While the family members are not directly accused of a crime, law enforcement investigators or prosecutors would be well-aware of evidentiary needs for upcoming internal affairs proceedings, public statements following a police-caused death, and civil and criminal litigation that may ensue down the line. All of those same concerns apply for the family members, but for obvious reasons, are not front of mind at a time of great stress, fear and grief. Family members can include minors, elderly parents or grandparents and others who can be exceptionally vulnerable to the tactics employed in interrogations. A brief reminder of rights and ramifications is a small, but simple step to help people who have just suffered a terrible loss.

It is an axiom of civil rights law that rights that exist on paper cannot be called rights if they are hard or impossible to exercise in practice. AB572 simply extends basic notification rights to the family members of an individual killed or severely injured by law enforcement.

AB 572 (Katra)

Page 7 of 7

6. Argument in Opposition

According to the California Peace Officers Association:

This legislation poses a serious threat to the ability of law enforcement to carry out thorough and effective criminal investigations.

The premature disclosure required by AB 572 undermines the integrity of investigative work. Law enforcement relies heavily on confidentiality in the initial stages of a case—whether it's protecting sensitive intelligence, preserving the privacy of victims, or securing witness cooperation. Releasing such details too soon could deter witnesses from sharing critical information, fearing exposure or reprisal. This is especially troubling in high-stakes cases like mass shootings or pursuits of dangerous suspects, where every moment and every lead counts.

Witness testimony is already difficult to obtain promptly and accurately. By imposing these disclosure rules, AB 572 would make it even harder to gain the trust and cooperation needed to resolve cases swiftly. This not only jeopardizes investigations but also weakens our ability to ensure public safety and deliver justice.

Law enforcement's mission to protect and serve depends on the ability to manage investigations without unnecessary obstacles.

– END –

Senate Standing Committee on Public Safety

July 8, 2025

[Return to comment starting point](#)

[View Agenda](#)

CURRENTLY DIS

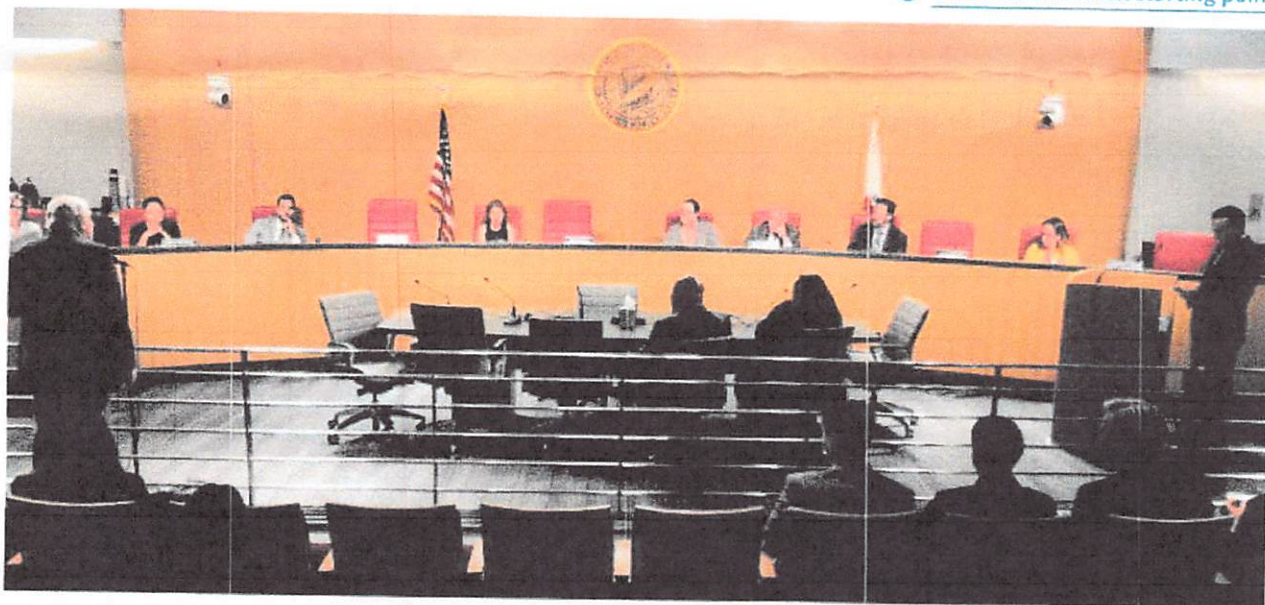
Bill AB 57:

Criminal proce

[View Bill De](#)

COMMITTEE AC

FOR



SCOTT RUSHING

VENTURA, CA 93004

SANTA CLARITA CA 913

2 JAN 2026



FOREVER / USA



FOREVER / USA



FOREVER / USA

Item iv.

Brian Ring
Oroville City Administrator
1735 Montgomery St.
Oroville, CA 95965

95965-489799





Item iv.

