



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 01, 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, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

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

1. The City Council will meet for a Conference with Legal Counsel – Anticipated Litigation, pursuant to Gov. Code § 54956.9(d): (one (1) case).
2. Pursuant to Government Code Section 54956.8, the Council will meet with staff regarding Conference with Real Property Negotiations for 1200 Myers Street, Oroville, CA 95965 APN: 012-032-033-000

OPEN SESSION

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

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

1. PRESENTATION TO THE CITY COUNCIL ON MISSION ESPERANZA

The City Council shall receive a presentation from Allan Dikes, Executive Director of the Oroville Resource Center and Rescue Mission, regarding Mission Esperanza.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 4** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. RESOLUTION RECOGNIZING DELTA UPSILON SORORITY AND THE 25TH ANNUAL BREAST CANCER AWARENESS WALK AND DECLARATION OF OCTOBER 2026 AS BREAST CANCER AWARENESS MONTH

The City Council shall consider adopting Resolution No. 9484 - A Resolution of the City Council of the City of Oroville recognizing Delta Upsilon Sorority and the 25th Annual Breast Cancer Awareness Walk and recognizing October 2026 as Breast Cancer Awareness Month in the City of Oroville.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9484 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECOGNIZING DELTA UPSILON SORORITY AND THE 25TH ANNUAL BREAST CANCER AWARENESS WALK, AND RECOGNIZING OCTOBER 2026 AS BREAST CANCER AWARENESS MONTH IN THE CITY OF OROVILLE; AND

AUTHORIZE THE MAYOR TO SIGN.

2. CIVICPLUS NEXTREQUEST PUBLIC RECORDS REQUEST MANAGEMENT SYSTEM – ANNUAL RENEWAL

The City Council shall consider authorizing the Mayor to execute the renewal Statement of Work with CivicPlus, LLC for continued use of the NextRequest Standard public records request management system for the City of Oroville, in the amount of \$14,272.52 for the 12-month term, beginning October 5, 2026.

The City of Oroville utilizes CivicPlus NextRequest as its electronic public records request management system. The system provides a centralized platform for receiving, tracking, processing, communicating, and fulfilling requests made pursuant to the California Public Records Act (PRA).

ACTION REQUESTED -

APPROVE THE RENEWAL OF CIVICPLUS NEXTREQUEST AND AUTHORIZE THE MAYOR TO SIGN THE ATTACHED RENEWAL STATEMENT OF WORK.

3. NON-FORECLOSURE OF CITY'S INTEREST IN 3309 ASHLEY AVENUE

The City Council shall consider the non-foreclosure related to the City of Oroville's interest in the Deed of Trust against the property located at 3309 Ashley Avenue (APN 033-470-010), which staff has determined is not financially feasible to cure the underlying first mortgage default which is ahead of the city's loan.

ACTION REQUESTED -

AUTHORIZE THE NON-FORECLOSURE OF THE CITY'S LOAN INTEREST ON PROPERTY LOCATED AT 3309 ASHELY AVENUE, OROVILLE CA.

4. APPROVAL OF THE AUGUST 18, 2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the regular meeting minutes from the August 18, 2026 City Council meeting.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

5. ADMISSION FEE WAIVER REQUEST FOR ANNUAL MUSEUM EVENTS

The City Council shall consider approving the waiver of admission fees for the following upcoming special events hosted by the City of Oroville museums:

- **Salmon Festival** – September 26, 2026
- **Museum Mile Trick-or-Treat** – October 31, 2026
- **Pioneer Christmas** – December 2026
- **Mistletoe Party** – December 2026
- **Chinese New Year Celebration** – February 13, 2027
- **Museum Weekend** – February/March 2027

Admission fees have traditionally been waived for these events. Continuing this practice will promote public access, encourage community participation, and enable the museums to support and participate in larger community and regional initiatives.

ACTION REQUESTED -

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

- **SALMON FESTIVAL – SEPTEMBER 26, 2026**
- **MUSEUM MILE TRICK-OR-TREAT – OCTOBER 31, 2026**
- **PIONEER CHRISTMAS – DECEMBER 2026**
- **MISTLETOE PARTY – DECEMBER 2026**
- **CHINESE NEW YEAR CELEBRATION – FEBRUARY 13, 2027**
- **MUSEUM WEEKEND – FEBRUARY/MARCH 2027**

6. REQUEST TO WAIVE SPECIAL EVENT FEES FOR DWR FLOATING CLASSROOMS

The Department of Water Resources (DWR) is requesting use of Bedrock Park as a raft takeout location for the 2026 program season. The request includes placement of two A-frame No Parking signs. This will ensure safe access to the Feather River for both staff and participants. The Oroville City Council approved a waiver of special event fees associated with this event in 2025.

ACTION REQUESTED –

APPROVE THE WAIVER OF SPECIAL EVENT FEES OF APPROXIMATELY \$113.42 FOR THE FEATHER RIVER FLOATING CLASSROOM PROGRAM AND AUTHORIZING USE OF BEDROCK PARK AS THE PROGRAM'S TAKE-OUT LOCATION, WITH TEMPORARY PLACEMENT OF NO PARKING SIGNS.

7. AWARD OF CONSTRUCTION CONTRACT WITH R&R HORN CONTRACTORS FOR THE NORTON STREET IMPROVEMENT PROJECT

The City Council shall consider approval of the construction contract for the Norton Street Improvement Project to R&R Horn Contractors, Inc., the lowest responsive and responsible bidder, and authorize the Mayor to sign the contract on behalf of the City.

The Norton Street Improvement Project includes reconstruction of the entire roadway, new curb and gutter, storm drain improvements, and ADA improvements.

ACTION REQUESTED -

APPROVE THE CONTRACT WITH R&R HORN CONTRACTORS (A-3595) IN AN AMOUNT NOT-TO-EXCEED \$908,000 AND AUTHORIZE THE MAYOR TO SIGN.

8. ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY ORDINANCE AND ASSOCIATED DRAFT POLICIES

The City Council shall consider the latest version of the transparency and accountability ordinance for elected officials, which includes changes staff were directed to make at the April 7, 2026 City Council meeting. In addition, the Council shall consider two draft policies associated with this draft ordinance.

ACTION REQUESTED -

DIRECT STAFF TO MAKE EDITS TO ORDINANCE OR DRAFT POLICIES; OR

DIRECT STAFF TO SCHEDULE A NEW PUBLIC HEARING FOR THE ORDINANCE.

9. ALTERNATIVES FOR FILLING DISTRICT A VACANCY

The City Council shall consider alternatives for filling potential vacancy in District A now that Councilmember Johnstone moved out of the district and resigned from her position effective Friday August 21, 2026.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

10. APPOINTMENT TO VACANT COUNCIL COMMITTEE ASSIGNMENTS

Due to the resignation of former Council Member Johnstone, vacancies now exist on six Council Committees. The Mayor shall appoint Council Members to her former appointments. Once the Mayor has made these appointments, the Council will vote to confirm the assignments.

ACTION REQUESTED -

MAYOR ASSIGN COUNCIL MEMBERS TO VARIOUS VACANT ASSIGNMENTS DUE TO VACANCY OF COUNCIL MEMBER JOHNSTONE, DISCUSS ASSIGNMENTS AND VOTE TO CONFIRM OR DENY ASSIGNMENTS.

11. CITY COUNCIL REGULAR MEETING AGENDA POSTING TIMELINES

The City Council shall consider directing staff to change the timing associated with the publishing of regular City Council agendas.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

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

12. 5:00PM - FIRST READING OF ORDINANCE NO. 1900 REQUIRING SHORT-TERM RENTAL PLATFORMS LISTING ADDRESSES PURSUANT TO SB 346

The proposed ordinance establishes a comprehensive short-term rental (STR) program and implements SB 346. It makes the following Municipal Code changes:

- Chapter 5.36 (new)—Establishes STR permits, operating and safety standards, local-contact requirements, platform reporting, and enforcement procedures.
- Section 17.04.060 (amended)—Updates the STR definition and cross-references Chapters 5.36 and 3.20.
- Section 17.08.180 (new)—Establishes the zoning requirements for operating an STR within a lawful dwelling.
- Chapter 3.20 is not amended; its existing transient occupancy tax requirements continue to apply.

ACTION(S) REQUESTED -

CONDUCT A PUBLIC HEARING FOR THE FIRST READING OF ORDINANCE NO. 1900 – SHORT-TERM RENTAL HOSTING PLATFORMS TO REPORT LISTING ADDRESSES IN COMPLIANCE WITH SB 346; AND

DIRECT STAFF TO BRING ORDINANCE BACK FOR FORMAL ADOPTION AT THE SEPTEMBER 15, 2026 CITY COUNCIL MEETING.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

i. **Mike Trolinder Correspondence**

ii. **Ayla Thao Correspondence**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 15, 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.



Oroville Resource Center & Rescue Mission

MISSION ESPERANZA 1 Year Progress Report



Program Overview

Mission Esperanza is a low barrier facility that operates three programs onsite. Offering complete wrap around services to assist individuals on their journey to permanent housing.





Program Overview

- **Navigation Center:** 52 bed congregate shelter for men and women. Individuals stay on a night-to-night basis and are asked to leave the Navigation Center until check-in at 3PM.





PROGRAM OVERVIEW

Esperanza Village:

There are 28 Pallet shelters that can accommodate 2 persons, 2 Pallet shelters that can accommodate 4 people (used for dads with children and families that don't want to be separated), and 5 single occupancy ADA Pallet shelters. For a total

of _____um
can





HOSPITALITY WITH EMPOWERMENT

Item 1.

Day-Hab :

We offer a place for our non-pallet shelter guests who can choose to remain in the area until check-in time. Offering social skill and varied life skill empowerment opportunities, allowing individuals a safe and climate friendly place that helps to equip them for permanent housing.





SERVICES

We offer:

- A safe and secure environment
- Three meals a day
- Laundry services
- Community Support case management (CAL-AIM)
- Enhanced Care Management (Cal-AIM)
- Assistance with housing deposits, housing navigation, housing tenancy and sustainability services
- Referrals to community agencies





OUTCOMES

August 21, 2025– July 31, 2026

Navigation Center	389 Individuals
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Esperanza Village	76 Individuals
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Permanent housing	11 Individuals
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**Oroville
Resource
Center**
& Rescue Mission

Item 1.

QUESTIONS???



Oroville Resource Center & Rescue Mission

MISSION ESPERANZA 1 Year Progress Report



**CITY OF OROVILLE
STAFF REPORT**

TO: VICE MAYOR AND COUNCIL MEMBERS

FROM: DAVID PITTMAN, MAYOR

**RE: RESOLUTION RECOGNIZING DELTA UPSILON SORORITY AND THE
25TH ANNUAL BREAST CANCER AWARENESS WALK AND
DECLARATION OF OCTOBER 2026 AS BREAST CANCER
AWARENESS MONTH**

DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider adopting Resolution No. 9484 - A Resolution of the City Council of the City of Oroville recognizing Delta Upsilon Sorority and the 25th Annual Breast Cancer Awareness Walk and recognizing October 2026 as Breast Cancer Awareness Month in the City of Oroville.

DISCUSSION

Delta Upsilon Sorority has demonstrated a longstanding commitment to breast cancer awareness, community service, and support for individuals and families affected by breast cancer through its annual Breast Cancer Awareness Walk.

In 2026, Delta Upsilon Sorority will commemorate the 25th Annual Breast Cancer Awareness Walk, marking a significant milestone of continued service and dedication to the Oroville community.

The 25th Annual Breast Cancer Awareness Walk is scheduled for Saturday, October 3, 2026, at 8:30 a.m. at Harrison Stadium in Oroville. A Pink Pancake Breakfast will begin at 8:00 a.m.

The annual event brings together residents, families, breast cancer survivors, supporters, and community organizations to promote awareness, education, early detection, and support for individuals affected by breast cancer. The event also provides an opportunity for the community to honor survivors, remember loved ones lost to the disease, and demonstrate support for those currently undergoing treatment.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9484 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECOGNIZING DELTA UPSILON SORORITY AND THE 25TH ANNUAL BREAST CANCER AWARENESS WALK, AND RECOGNIZING OCTOBER 2026 AS BREAST CANCER AWARENESS MONTH IN THE CITY OF OROVILLE; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution No. 9484

CITY OF OROVILLE**RESOLUTION NO. 9484****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECOGNIZING DELTA UPSILON SORORITY AND THE 25TH ANNUAL BREAST CANCER AWARENESS WALK AND DECLARATION OF OCTOBER 2026 AS BREAST CANCER AWARENES MONTH**

WHEREAS, breast cancer has touched the lives of countless individuals and families, and raising awareness, encouraging early detection, supporting those undergoing treatment, and honoring survivors remain important responsibilities shared throughout our community; and

WHEREAS, the City of Oroville recognizes the strength and courage of breast cancer survivors, remembers those whose lives have been lost to this disease, and extends its continuing support to individuals currently facing breast cancer and to the families, friends, caregivers, and medical professionals who stand beside them; and

WHEREAS, the Delta Upsilon Sorority has demonstrated a longstanding commitment to breast cancer awareness and community service through its annual Breast Cancer Awareness Walk, bringing residents together in a spirit of compassion, education, fellowship, and hope; and

WHEREAS, in 2026, Delta Upsilon Sorority will commemorate its 25th Annual Breast Cancer Awareness Walk, representing a significant milestone of continued service and dedication to the Oroville community; and

WHEREAS, the 25th Annual Breast Cancer Awareness Walk will be held on Saturday, October 3, 2026, at 8:30 a.m. at Harrison Stadium in Oroville, with a Pink Pancake Breakfast beginning at 8:00 a.m.; and

WHEREAS, this annual event provides an opportunity for Oroville residents, families, breast cancer survivors, supporters, and community organizations to walk together with a common purpose—to increase awareness, recognize those affected by breast cancer, and demonstrate that no member of our community should face this disease alone; and

WHEREAS, the City Council recognizes and expresses its appreciation to the members and volunteers of the Delta Upsilon Sorority for the time, energy, compassion, and community spirit they have contributed over the past 25 years in support of breast cancer awareness; and

WHEREAS, the City of Oroville encourages its citizens to participate in the October 3, 2026, Breast Cancer Awareness Walk and to join in recognizing survivors, remembering loved ones, supporting those presently fighting breast cancer, and promoting education and early detection.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oroville hereby recognizes and commends Delta Upsilon Sorority for organizing the 25th Annual Breast Cancer Awareness Walk and for its continuing commitment to breast cancer awareness and community service in Oroville; and

BE IT FURTHER RESOLVED that the City Council recognizes October 2026 as Breast Cancer Awareness Month in the City of Oroville and encourages residents, businesses, organizations, and

community leaders to support efforts that promote breast cancer awareness, early detection, education, treatment, and support for affected families; and

BE IT FURTHER RESOLVED that this Resolution be presented to representatives of Delta Upsilon Sorority at the September 1, 2026, Regular Meeting of the Oroville City Council, with the sincere appreciation and best wishes of the City Council and the citizens of Oroville for a successful 25th Annual Breast Cancer Awareness Walk.

PASSED AND ADOPTED

Passed and adopted by the City Council of the City of Oroville at its Regular Meeting held on the 1st day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: KAYLA REASTER, ASSISTANT CITY CLERK

**RE: CIVICPLUS NEXTREQUEST PUBLIC RECORDS REQUEST
MANAGEMENT SYSTEM – ANNUAL RENEWAL**

DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider authorizing the Mayor to execute the renewal Statement of Work with CivicPlus, LLC for continued use of the NextRequest Standard public records request management system for the City of Oroville, in the amount of \$14,272.52 for the 12-month term, beginning October 5, 2026.

The City of Oroville utilizes CivicPlus NextRequest as its electronic public records request management system. The system provides a centralized platform for receiving, tracking, processing, communicating, and fulfilling requests made pursuant to the California Public Records Act (PRA).

DISCUSSION

NextRequest allows City staff to manage public records requests electronically. The platform provides staff with a centralized method of documenting requests, assigning and tracking tasks, communicating with requesters, and maintaining records associated with the fulfillment process.

The City's current NextRequest agreement is scheduled for renewal on October 5, 2026. CivicPlus has provided the City with a renewal Statement of Work, Quote No. Q-149814-1, dated August 19, 2026. The quote provides for NextRequest Standard with up to 10 Admin-Publisher Users and Unlimited Storage at an annual recurring cost of \$14,272.52 for the renewal term.

The proposed term is twelve months beginning October 5, 2026. Unless either party provides at least 60 days' notice of termination, the agreement will automatically renew for additional one-year terms. The agreement provides for a 5% annual increase during each subsequent renewal term.

Continued use of NextRequest is important to the City's ability to efficiently administer and fulfill Public Records Act requests.

Should the City not renew the NextRequest service, staff would be required to return to a substantially manual, paper-based PRA filing and tracking process, in conjunction with the City's Laserfiche document management system. This would significantly increase the amount of staff time required to receive, organize, track, review, respond to, and fulfill public records requests.

The City receives a substantial volume of public records requests. The electronic workflow currently provided by NextRequest allows staff to efficiently track requests and coordinate the work necessary to identify and review responsive records.

FISCAL IMPACT

There are sufficient funds included in the FY 2026/27 budget. The fiscal impact of the proposed renewal is \$14,272.52 for the twelve-month renewal term, beginning October 5, 2026. The agreement provides for a 5% annual increase during subsequent renewal terms.

ACTION REQUESTED -

APPROVE THE RENEWAL OF CIVICPLUS NEXTREQUEST AND AUTHORIZE THE MAYOR TO SIGN THE ATTACHED RENEWAL STATEMENT OF WORK.

ATTACHMENTS

Renewal Statement of Work
Frequently Asked Questions
2025 Invoice for Services

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-149814-1
8/19/2026 10:39 AM
OROVILLE CITY,
CALIFORNIA

QTY	DESCRIPTION
1.00	NextRequest Standard with up to 10 Admin-Publisher Users and Unlimited Storage
	Annual Recurring Services - Initial Term
	USD 14,272.52
	Annual Recurring Services - (Subject to Uplift)
	USD 14,272.52

1. This renewal Statement of Work ("SOW") is between City of Oroville, CA ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 10/5/2026 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-149814-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

Item 2.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Authorized Client Signature

CivicPlus



David Pittman

By (please sign):

David Pittman

Amy Vikander

Printed Name:

Printed Name:

Senior Vice President of Customer Success
Title:

Mayor

8/23/2026

Title:

Date:

September 1, 2026

Date:

City of Oroville, CA

Organization Legal Name:

Brian Ring

Billing Contact:

City Administrator

Title:

(530) 538-2433

Billing Phone Number:

cityclerk@cityoforoville.org

Billing Email:

1735 Montgomery Street Oroville, CA 95965

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Solution Price Increase Frequently Asked Questions

Q. Why is CivicPlus increasing its solution prices?

A. Over the past several years, as our nation and community leaders have battled many unprecedented economic and societal challenges, we have strived to be a consistent, reliable technology partner whose solutions empower your successful business operations and communications throughout these turbulent times. In response to our desire to support local governments' recent staff and budget challenges, we have made our solution pricing as flat as possible.

However, a combination of many factors has led us to make this one-time adjustment to our pricing. Our costs continue to rise relentlessly, and we desire to keep the high level of service we provide and improve it every year. Our teams are working hard on improving efficiency; however, it is not enough to keep up with rising costs. We recently invested heavily in cybersecurity protection for all our customers and are working hard to establish integrations between all the products and tools we provide. Further, we recently launched the CivicPlus Portal, a solution that will soon be available for all customers to help them foster resident trust and satisfaction.

By increasing our solution pricing, we will be better positioned to remain a competitive player in the marketplace, hire and retain top talent—particularly in the software engineering space—and reinvest in our technology to ensure our functionality is keeping pace with the needs of governments.

Q. When will my new pricing be effective?

A. On the next renewal date of each customer contract order.

Q. What services are included in my annual service fees?

With these services comes a robust set of product enhancements and first-to-market integrations, including:

- CivicPlus Portal – A free digital hub that makes it easy for residents to obtain information and resources and interact with their local government from a personal and customizable interface and that embeds in your Municipal Website Central solution

- Enhanced cybersecurity protections to safeguard administrative and resident data from the continually evolving cyber threats and digital extortionists
- Available integrations with Monsido, a Web Governance and Accessibility solution now part of
- the CivicPlus Civic Experience Platform

Q. My account executive promised a certain number of years with no price increase. Are we, therefore, exempt from this increase until the end of that term?

A. We will honor the terms of existing, fully executed contracts. Please contact your renewal specialist to discuss this.

Q. Can we opt out of the additional services you offer to keep our pricing flat?

A. All solution enhancements will be available to all customers. Therefore, we cannot exclude them on an account-by-account basis.

Q: You mentioned inflation as part of your price increases, but the recent economic inflation was only transitory and is now slowing.

A: Higher costs resulting from inflation are only one contributing factor to the need for a price adjustment.

Q: We have many options. Why should we stay with CivicPlus?

A: We recognize that our customers always have partner options. However, we desire to retain all our customers. CivicPlus provides a unique path to the total integration of all products; we dedicate enormous efforts to integrating and consolidating products. For example, we recently released a CivicPlus Portal and upgraded our cybersecurity capabilities to safeguard our government customers from the growing threats posed by cyber-extortionists.

Our prices, in general, are competitive with other large gov tech competitors. However, as in every sector, some small software vendors can provide less expensive services but not with the same quality, level of service, product depth, cybersecurity capabilities, and financial stability of CivicPlus.

Q. How does your new pricing compare to other government technology providers we might consider?

A: We value every member of our #CPfamily and make every business decision with a long-term objective of maintaining operational and financial stability to continue being an industry-leading partner that helps government work better through our integrated technology solutions.

We conducted a thorough marketplace analysis before implementing these price changes to ensure our rates were competitive with other solution partners of our size and capabilities. While governments will always have options to work with less sophisticated, smaller technology companies, by staying with CivicPlus, our customers will have access to the following:

- Even more time-saving integrations between our solutions
- CivicPlus Portal, a tool designed to improve transparency and communications with residents to strengthen trust and satisfaction for their government
- Enhanced cybersecurity protections to safeguard administrative and resident data from the continually evolving cyber threats and digital extortionists
- Ongoing access to our Stevie® Award-Winning Technical Support Team

Q: We were thinking about purchasing additional software from CivicPlus. Will these price increases impact all your solutions?

A: If you have questions on specific solution pricing, please contact your customer success manager. As always, we will work with you to identify solutions to your challenges that fit your budget. Such flexibility is more easily possible than ever due to our expanded portfolio of integrated solutions.

Q. Can I remit payment via credit card?

A. We request that customers not use credit cards. However, we can offer ACH if you would prefer a digital transaction.

Q. We do not have budget dollars to accommodate this price increase. What are our options?

A. Talk to your renewal specialist. We value you as a partner and will do our best to work with you on a pricing solution that addresses your budget needs.



Item 2.

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#344137

10/5/2025

Bill To

Tyrone Pardee
City of Oroville, CA
1735 Montgomery Street
Oroville CA 95965

TOTAL DUE

\$11,893.77

Due Date: 11/4/2025

Terms	Customer	Approving Authority
Net 30	City of Oroville, CA	

Qty	Item	Start Date	End Date
1	NextRequest Standard with up to 10 Admin-Publisher Users and Unlimited Storage	10/5/2025	10/4/2026

	Total	\$11,893.77
	Due	\$11,893.77

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
HOUSING AND COMMUNITY SERVICES**

**RE: NON-FORECLOSURE OF CITY'S INTEREST IN 3309 ASHLEY
AVENUE**

DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider the non-foreclosure related to the City of Oroville's interest in the Deed of Trust against the property located at 3309 Ashley Avenue (APN 033-470-010), which staff has determined is not financially feasible to cure the underlying first mortgage default which is ahead of the city's loan.

DISCUSSION

Staff is seeking authorization from the Council to not take action on initiating foreclosure on the property where the borrower obtained a loan through the City of Oroville First Time Home Buyer Program for \$100,000. Due to the considerable amount still owed on the property as well as significant repairs that would be needed to list the home at the current market comparable value and the City's available fund balance, staff has determined that it would not be financially feasible to pursue curing the default. This property is currently on the market and staff is hopeful that it will sell prior to the foreclosure sale date. If the sale occurs, the City's loan would be settled.

The borrower is in default on their first mortgage, which holds the first lien position. The approximate amount to cure the default would be approximately \$197,838. to secure the City's lien position. In addition, a recent drive-by, indicates the home appears to need significant repairs.

Address	Amount due to Primary Lender	Amount of City Loan (+3\$ interest)	Total Loans	Value Based on Comparable
3309 Ashley Ave.	\$197,838.21	(\$100,000 + \$15,304.11) \$115,304.11	\$313,142.32	\$296,711

FISCAL IMPACT

There is no general fund impact. The fiscal impact will be the loss of the City's loan principal and interest amount, which would have been due September 21, 2051.

ACTION REQUESTED -

AUTHORIZE THE NON-FORECLOSURE OF THE CITY'S LOAN INTEREST ON PROPERTY LOCATED AT 3309 ASHELY AVENUE, OROVILLE CA.

ATTACHMENTS

None



**August 18, 2026
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council held a Closed Session on the following:

1. The City Council met for a Conference with Legal Counsel – Anticipated Litigation, pursuant to Gov. Code § 54956.9(d): (one (1) case).

OPEN SESSION

1. Announcement from Closed Session- No reportable action taken; direction given to staff.
2. Pledge of Allegiance- Led by Council Member Reynolds.
3. Corrections/Changes to the Agenda- Items #8 & 9 were removed to come at a later date.
4. Recusals- None.
5. Adoption of Agenda –

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

1. PRESENTATION BY CGI DIGITAL – COMMUNITY MARKETING VIDEO PROGRAM

Andrea Tampio, an employee of CGI Digital, presented this item to the City Council.

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

The City Council received a presentation from CGI Digital on a no-cost marketing tool that features professionally produced community-focused videos. The company partners with municipal agencies to create promotional video content and hosts the videos on a custom webpage. The City Council accepted for information.

2. UPDATE AND PLANNING FOR PIONEER COMMUNITY ENERGY'S OCTOBER 2027 SERVICE LAUNCH

Lisa Rhodes, the Community Outreach Manager from Pioneer Community Energy, presented this item to the City Council.

The City Council received a presentation on Pioneer Community Energy's planned service launch into the City of Oroville in October 2027. The City Council accepted for information.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnusson, Bryan Williams, Claudia Donati, and The Cameraman.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Goodson: Discussed miscommunications on Facebook regarding the City's finances. The City has an operating budget deficit of 2.5 million dollars, but there is 9 million dollars in the reserve fund. The deficit was caused by several pressures happening all at once including receiving grant funding that is not sustainable long term, flattening of sales tax revenues, the contract with CalFire for the 66 hour work week increased the costs to staffing, the cost of living and public safety costs has all gone up, but the City is not broke.

Vice Mayor Smith: Announced Samon Festival is on September 26th. Feather River Parks District will have a cleanup set for September 19th. Enterprise Tribe is bringing back Friday Night Salmon dinner on September 25th.

Mayor Pittman: Agreed with Council Member Goodson that the City is not broke. Western Cities Magazine contacted him and would like to do an article on the City of Oroville. The City met the requirement for in regard to housing, so they'd like to discuss how the City is able to maintain it when other cities are fined for failing. Southside Community Center held a conference with nine counties on ways to improve their cities.

Council Member Reynolds: Stated CalFire initially saved city 1.1 million dollars per year. He states that there is still a savings of 400 thousand dollars annually even with the 66-hour work week contract.

2. Administration Reports

Item 4.

Ruth Duncan, Director of Finance: Tax roll is complete. Sewer tax is 5.4 million dollars total. The property tax bills will be coming out in the next few weeks.

Tim Kaber, Director of Public Works: Norton Street project bids are due Thursday at 2pm. He hopes it goes smoothly so that the contracts can be brought up in the next council meeting. He provided a verbal report on the various divisions in the Public Works department (see attachment).

Patrick Piatt, Director of Community Development: On August 22nd thru October 11th at the Chinese Museum, there will be a traveling art exhibit held about Chinese photography and its history after the Chinese Exclusion Act.

CONSENT CALENDAR

Consent calendar **item 1** was adopted in one action by the Council.

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

1. APPROVAL OF THE AUGUST 4, 2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the 08.04.2026 City Council regular meeting minutes.

REGULAR BUSINESS

2. ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY ORDINANCE AND ASSOCIATED DRAFT POLICIES

The City Council considered the latest version of the transparency and accountability ordinance for elected officials, which includes changes staff were directed to make at the April 7, 2026 City Council meeting. In addition, the Council directed staff to continue drafting the ordinance with more details.

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

3. MASTER GARDENERS MEMORANDUM OF UNDERSTANDING FOR GARDENING ACTIVITIES AT SANK PARK

The City Council approved Agreement No. 3594 with the University of California Cooperative Extension Butte County (UCCE) Master Gardner Program (MGP) for collaborative work at Sank Park.

UCCE MGP group provided an informational presentation.

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

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

4. CITY SERVER / STORAGE INFRASTRUCTURE UPGRADES

The City Council authorized the purchase of a new server and storage device in the amount of \$150,311.62.

Motioned by: Council Member Johnstone

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

5. **AMENDMENT TO AGREEMENT NO. 3546, FOR THE DESIGN OF THE TABLE MOUNTAIN BLVD/WASHINGTON AVE COMPLETE STREETS PROJECT**

The City Council approved Amendment No. 3546-1 to Agreement No. 3546 with Mark Thomas and Company for project design work related to the Table Mountain Blvd/Washington Ave Complete Streets project.

Daniel Bloomquist of Mark Thomas spoke on this item.

Motioned by: Council Member Johnstone

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

6. **LETTER TO PACIFIC GAS AND ELECTRIC EXPRESSING DISAPPOINTMENT REGARDING THE DELAY AND POTENTIAL CANCELLATION OF THE OROVILLE RULE 20A PROJECT AND REQUESTING RECONSIDERATION**

The City Council authorized sending a letter to Pacific Gas and Electric (PG&E) expressing disappointment and requesting information regarding the delay and potential cancellation of the Oroville Rule 20A project and request reconsideration.

Motioned by: Council Member Johnstone

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

7. **ALTERNATIVES FOR FILLING POTENTIAL DISTRICT A VACANCY**

The City Council considered alternatives for filling potential vacancy in District A, should Councilmember Johnstone not find a new place of residency within the district. Council Member Goodson and the rest of the Council gave general consensus to keep seat vacant until the end of Council Member Johnstone's term. David Ritchie stated he'd look into the Government Code Council Member Goodson mentioned to determine if the seat can in fact, remain vacant.

The following member(s) of the public submitted public comment on this item: Gina Garcia and Trevor Smith.

8. CITY COUNCIL REGULAR MEETING AGENDA POSTING TIMELINES

The City Council removed this item and it will come at a later date.

PUBLIC HEARINGS

9. 5:00PM - FIRST READING OF ORDINANCE NO. 1900 REQUIRING SHORT-TERM RENTAL PLATFORMS LISTING ADDRESSES PURSUANT TO SB 346

The City Council removed this item and it will come at a later date.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – None.
2. Correspondence
 - i. Fire Department Monthly Report - July 2026
 - ii. City Clerk Monthly Report – July 2026

ADJOURN THE MEETING

The meeting was adjourned at 7:10pm.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS
FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR
RE: ADMISSION FEE WAIVER REQUEST FOR ANNUAL MUSEUM EVENTS
DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider approving the waiver of admission fees for the following upcoming special events hosted by the City of Oroville museums:

- **Salmon Festival** – September 26, 2026
- **Museum Mile Trick-or-Treat** – October 31, 2026
- **Pioneer Christmas** – December 2026
- **Mistletoe Party** – December 2026
- **Chinese New Year Celebration** – February 13, 2027
- **Museum Weekend** – February/March 2027

Admission fees have traditionally been waived for these events. Continuing this practice will promote public access, encourage community participation, and enable the museums to support and participate in larger community and regional initiatives.

DISCUSSION

The City of Oroville museums offer both free community events and revenue-generating programs throughout the year. The events identified in this report have traditionally been free to the public and are intended to encourage broad participation, strengthen community partnerships, and increase awareness of the City's museums.

Approving these waivers does not establish a general policy of free admission. The museums will continue to charge general admission and registration fees for other programs and special events, while additional programs may include fundraising opportunities benefiting museum programming and the Oroville Docents Association. This approach balances public accessibility with opportunities to generate revenue and support ongoing museum programs and initiatives.

Salmon Festival – September 26, 2026

The annual Salmon Festival, organized by the Oroville Chamber of Commerce, celebrates the Feather River, local natural resources, and the importance of salmon to the region. Free admission will allow festival attendees to visit the Feather River Nature Center, Pioneer History Museum, and Oroville Chinese Temple and participate in crafts and activities sponsored by the Oroville Docents Association. The event provides an opportunity for the City's museums to contribute to and partner in a larger community celebration.

Museum Mile Trick-or-Treat – October 31, 2026

Museum Mile Trick-or-Treat connects the C.F. Lott Home, Pioneer History Museum, and Oroville Chinese Temple through a family-friendly Halloween experience. The event invites families to explore Oroville's historic sites in a fun, non-traditional way while engaging with local history. Free admission encourages visitors to experience multiple museum sites and highlights the City's cultural assets. The City's museums and Oroville Docents Association will also partner with the Butte County Historical Society's Ehmann Home to expand community participation, and strengthen collaboration among Oroville's historic and cultural organizations.

Pioneer Christmas – December 2026

The Pioneer History Museum's annual holiday event brings local history to life while contributing to the community's holiday celebrations. Visitors can enjoy live entertainment from a local fiddler group, visit with Santa, and participate in traditional pioneer Christmas crafts and activities. Free admission will make the event accessible to families and provide an opportunity for the community to gather, celebrate, and experience local history together.

Mistletoe Party -- December 2026

The Mistletoe Party is a long-standing Oroville tradition held at the C.F. Lott Home, celebrating the holiday season and the Lott family's tradition of gathering beneath the mistletoe. This year marks the 52nd anniversary of the Mistletoe Party in Oroville. The event features an open house, live entertainment, and opportunities to learn about the Lott family's holiday traditions and the significance of mistletoe to the family. Hosted by the Oroville Docents Association with support from the City of Oroville Museums, the event provides an opportunity to celebrate local history and experience the C.F. Lott Home during the holiday season. Free admission will help ensure this longstanding community tradition remains accessible to all.

Chinese New Year Celebration – February 13, 2027

The annual Chinese New Year Celebration is the City's most popular museum event, attracting upwards of 1,000 attendees each year. Held at the Oroville Chinese Temple, the celebration highlights Chinese cultural traditions and the Temple's significance to Oroville's history and heritage. Programming is expected to include a lion dance performance, cultural activities, crafts, and educational programming presented with community partners. Waiving admission will support the event's large attendance, and ensure the celebration remains accessible to families, residents, and visitors of all ages.

Museum Weekend – February/March 2027

Museum Weekend is a regional initiative, organized by Explore Butte, that promotes free admission to participating museums and cultural institutions. City museums are expected to participate by opening their facilities to the public at no charge. Participation provides an opportunity to introduce new audiences to Oroville’s museums, increase visibility for the City’s cultural resources, and support regional cultural tourism.

FISCAL IMPACT

The anticipated loss of admission revenue is minimal and consistent with prior special event waivers. The community benefit of increased visitation, public engagement, and partnership opportunities is expected to outweigh the limited revenue impact.

Many of these events are supported through community partnerships, including contributions and assistance from the Oroville Docents Association, which helps offset event-related costs. The museums will continue to offer revenue-generating programs and fundraising opportunities throughout the year to support museum programming and initiatives.

ACTION REQUESTED -**APPROVE THE WAIVER OF ADMISSION FEES FOR THE FOLLOWING CITY MUSEUM EVENTS:**

- **SALMON FESTIVAL – SEPTEMBER 26, 2026**
- **MUSEUM MILE TRICK-OR-TREAT – OCTOBER 31, 2026**
- **PIONEER CHRISTMAS – DECEMBER 2026**
- **MISTLETOE PARTY – DECEMBER 2026**
- **CHINESE NEW YEAR CELEBRATION – FEBRUARY 13, 2027**
- **MUSEUM WEEKEND – FEBRUARY/MARCH 2027**

ATTACHED

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: EMILY MARTIN, ADMIN ASSISTANT PLANNING DIVISION

RE: REQUEST TO WAIVE SPECIAL EVENT FEES FOR DWR FLOATING CLASSROOMS

DATE: SEPTEMBER 1, 2026

SUMMARY

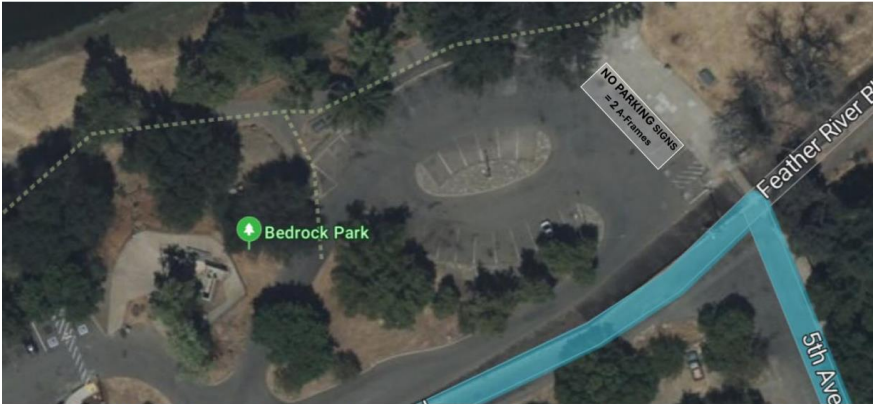
The Department of Water Resources (DWR) is requesting use of Bedrock Park as a raft takeout location for the 2026 program season. The request includes placement of two A-frame No Parking signs. This will ensure safe access to the Feather River for both staff and participants. The Oroville City Council approved a waiver of special event fees associated with this event in 2025.

DISCUSSION

The Feather River Floating Classroom is an annual program offering environmental education experiences for local schools and the public. Participants raft a section of the Feather River, learning about salmon migration, watershed health, and water resources.

The 2024 spawning season marked the first year in which DWR sponsored free tours to local schools and members of the public. That year they reached over 800 students and more than 600 community members. DWR believes "being able to provide this experience to students and the public is an amazing thing that we can do to continue to build these connections to people, their environment, and their water."

For the 2026 season, DWR program organizers plan to use Bedrock Park as the primary takeout location for rafts. To ensure safe river access, DWR staff will coordinate the temporary placement of two A-frame No Parking signs near the bike trail entrance.



A-frame NO PARKING signs in 2 adjacent parking spots to maintain access during 2026 season in area marked above:
Beginning in late September through early November (dates vary).

2026 Program Schedule:

- Dates: September 24th - November 7th
- Days: Mostly Wednesdays, Thursdays, and Saturdays
 - Plus, additional free public tours during Oroville Salmon Festival weekend (Sunday, September 27th)
 - Internal agency tours during up to 3 Tuesdays (October 6th, 13th, and 20th)
 - Potential additional trips on up to 4 Fridays (October 9th, 16th, 23rd, and 30th)
 - Sunday October 25th
- Times:
 - Weekdays: 8:00 AM – 12:00 PM (with occasional trips extending until 3:30 PM)
 - Saturdays: 7:30 AM – 3:00 PM

The program is staffed and managed by DWR, with all setup and takedown handled by program personnel.

FISCAL IMPACT

Waiver of special event fees will result in a loss of approximately \$113.42.

ACTION REQUESTED –

APPROVE THE WAIVER OF SPECIAL EVENT FEES OF APPROXIMATELY \$113.42 FOR THE FEATHER RIVER FLOATING CLASSROOM PROGRAM AND AUTHORIZING USE OF BEDROCK PARK AS THE PROGRAM'S TAKE-OUT LOCATION, WITH TEMPORARY PLACEMENT OF NO PARKING SIGNS.

ATTACHMENTS

Photos of past Floating Classrooms







**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: TIM KABER, DIRECTOR OF PUBLIC WORKS

RE: AWARD OF CONSTRUCTION CONTRACT WITH R&R HORN CONTRACTORS FOR THE NORTON STREET IMPROVEMENT PROJECT

DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider approval of the construction contract for the Norton Street Improvement Project to R&R Horn Contractors, Inc., the lowest responsive and responsible bidder, and authorize the Mayor to sign the contract on behalf of the City.

The Norton Street Improvement Project includes reconstruction of the entire roadway, new curb and gutter, storm drain improvements, and ADA improvements.

DISCUSSION

The project was advertised for competitive public bidding on Public Purchase on July 30, 2026. The mandatory job walk was held August 6, 2026. Bids were received and publicly opened on August 20, 2026, at 2:00 p.m. in the Lobby at City Hall.

The Engineer's Estimate for the project was \$600,000 – \$1,500,000

A total of seven (7) bids were received. The lowest responsive and responsible bidder was R&R Horn Contractors with a total bid of \$756,567.00.

R&R Horn Contractors	\$ 756,567.00
Knife River Construction	\$ 874,494.65
Lamon Construction	\$ 897,354.20
All American Construction	\$ 957,653.30
Martin General Engineering	\$ 1,013,933.55
Franklin Construction	\$ 1,060,465.00
Western Engineering	\$ 1,086,000.00

The work generally consists of:

- Full depth recycling with concrete treatment of roadway structure.
- New 3" asphalt road surface.

- Minor concrete curb, gutter, and sidewalk replacement for ADA compliance.
- New storm drain pipes, drainage inlets and manholes.

The contract requires completion within 75 calendar days following issuance of the Notice to Proceed. Construction is estimated to be complete by mid-November.

All construction plans were prepared by Rolls Anderson & Rolls. The engineering estimate was \$1,077,944.00.

FISCAL IMPACT

Approval of this item will result in an expenditure of \$908,000 which includes R&R Horn's base bid of \$756,567 and an approximate 20% contingency of \$151,433 to cover change orders that may occur due to unforeseen issues arising. This project will be funded with \$250,000 in Local Transportation Funds (LTF) and \$658,000 in SB1 funds. Funding for this expenditure is included in the \$1,000,000 FY26/27 city budget, resulting in \$92,000 cost savings.

ACTION REQUESTED -

APPROVE THE CONTRACT WITH R&R HORN CONTRACTORS (A-3595) IN AN AMOUNT NOT-TO-EXCEED \$908,000 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Construction Contract (A-3595)
2. R&R Horn Contractors Bid Submittal

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this _____ day of _____, 2026 by and between City of Oroville (referred to herein as the "Owner" or the "City") and R&R Horn Contractors, Inc. (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Contractor's Proposal.

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$756,567.00 In no event shall Contractor's compensation exceed the amount of \$908,000.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of

damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 75 days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 5 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of (\$1000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

- a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.
- c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.
- d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
- e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

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

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

16. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

Item 7.

AGENCY: City of Oroville (First Party)

By: _____

Mayor

(Official Title)

CONTRACTOR: R&R Horn Contractors, Inc. (Second Party)

By: _____

(Authorized Representative)

(Official Title)

FORM OF PERFORMANCE BOND

Item 7.

KNOW ALL PERSONS BY THESE PRESENTS: That WHEREAS, the City of Oroville, California hereinafter called City, on _____, 20_____, awarded

Name and Address of Contractor hereinafter

designated as the "Principal", the contract for:

Norton Street Improvement Project

NOW THEREFORE, we the Principal, and _____
_____ as Surety, are held and firmly
bound unto _____, hereinafter called the
_____, in the penal sum of _____
_____ Dollars (\$_____)

lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assign, shall in all things stand to and abide by and keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void: otherwise, it shall be and remain in full force and virtue, and also in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed or materials and/or equipment to be furnished thereunder or the Specifications accompanying the same, shall in anywise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of, 20.

By _____ By _____

Surety

Contractor

FORM OF LABOR AND MATERIAL BOND

Item 7.

KNOW ALL PERSONS BY THESE PRESENTS: That we _____ as Surety, and

_____, as Principal, are held and firmly bound unto City of Oroville, in the sum of _____ Dollars (\$ _____), said sum being (100% of the estimated amount of the foregoing and annexed contract,

Norton Street Improvement Project

to be paid to said _____, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: That if the above bounden principal, as Contractor in the annexed contract or his/her subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay any person, company or corporation renting or hiring teams or implements or machinery for or contributing to said work to be done, or any person who supplies both work and materials therefore, or the amount due under the Employment Insurance Act with respect to such work or labor, the surety will pay for the same, in an amount not exceeding the above obligation, and also, in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered. This obligation and bond shall insure to the benefit of any and all persons entitled to file claims under Section 1184C of the Code of Civil Procedure and said persons or any of them or their assigns shall have a right to action thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D., 20____.

Principal _____

Surety _____

(Seal)

By _____

(Attorney in Fact)

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

On this _____ day of _____, 20, before me _____ a Notary Public in and for the County of _____, _____ known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of _____ and acknowledged to me that he has subscribed the name of thereto as surety, and **his/her** own name as Attorney in Fact.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

BID FORM

Bid Opening Date: Thursday, August 20th, 2026

Hour of Bid Opening: 2:00 p.m.

Place of Bid Opening:

City of Oroville

1735 Montgomery Street, Council Chambers

Oroville, California 95965

The Award of the contract will occur upon the City determining the lowest, most responsive and responsible bidder as the qualified bidder.

TO: The City of Oroville, State of California:

Bid of, R&R Horn Contractors, Inc., organized and existing under the laws of the State of California, and doing business as:

☒ a Corporation () a Partnership () an Individual

to the City of Oroville, 1735 Montgomery Street, Oroville, California 95965. The bidder, in compliance with the Invitations for Bids for:

NORTON STREET IMPROVEMENT PROJECT

having examined the plans and specifications with related documents of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The bidder is required to examine carefully the work site, the proposal form, plans, Specifications, Supplemental Specifications, special provisions and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered for performing the work as scheduled, and as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, Specifications, Supplemental Specifications, special provisions and contract. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

Bidder hereby agrees to commence work under this contract within fifteen (15) working days after issuance of the Notice to Proceed by the City and, will fully complete the project within seventy-five (75) working days after the issuance of the Notice to Proceed, unless the period of completion is extended thereafter as stipulated in the specifications. Liquidated damages established for this contract are established at \$1,000 per day for each working day that all project work is not completed after the 75th calendar day.

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages to the City as prescribed in these specifications. It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item does not exceed twenty-five percent (25%) and of other items, thirty percent (30%).

All items contained in the project bid schedule, including the additive bid alternatives, must be submitted for the entire work. Award of contract will be based on the lowest most responsive and responsible bidder for the base bid and any alternates if alternates are selected, at the City's discretion. The amount of the bid for comparison purposes will be the total bid of all items for each respective Bid Schedule. The unit prices shall include all labor, materials, tools, equipment, overhead, profit, fees and all other items of expense necessary for and incidental to the finished work.

The bidder understands that the City reserves the right to award or reject any or all bids for each respective Bid Schedule. The bidder agrees that their bids shall be good and may not be withdrawn for a period of sixty (60) calendar days after the actual date of opening thereof.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) calendar days and deliver surety bonds as required by the general conditions. The bid security, attached, is to become the property of the City in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City caused thereby.

Accompanying this bid is Bidder's Bond

(Note: Insert the words "cash," "cashier's check," "certified check," or "bidder's bond" as the case may be in the amount equal to at least ten percent (10%) of the total bid.)

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co- partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

R&R Horn Contractors, Inc.

Richard Horn - President

Kevin Albert - Treasurer

Quin Hogan - Vice President

Ben Rosenbluth - Secretary

Licensed in accordance with an act providing for the registration of Contractors,

License No. & Exp. Date: 958638 3/31/2027

Classification(s) A, B, C-13, C-46, HAZ

ADDENDA: This proposal is submitted with respect to the changes to the contract included in addendum number(s) 1, 2, 3, 4

(Fill in addendum numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the department must be noted above.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code are true and correct.

Signature of Bidder 

Date: 8/20/2026

Name and Title of Bidder: Ben Rosenbluth - Secretary

Name of Business: R&R Horn Contractors, Inc.

Business Address: 13504 Skypark Industrial Ave, Chico, CA 95973

Telephone Number: 530-342-8655

Attest: 

Dated: 8/20/2026

License No. & Exp. Date: 958638 3/31/2027

Classification: A, B, C-13, C-46, HAZ

DIR No.: 1000007553

SEAL: (If bid by corporation)

NORTON STREET IMPROVEMENT PROJECT

Item 7.

BID SCHEDULE

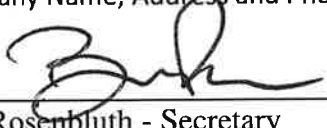
Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

R&R Horn Contractors, Inc.

13504 Skypark Industrial Ave, Chico, CA 95973

530-342-8655

Contractor's Company Name, Address and Phone Number


Ben Rosenbluth - Secretary

8/20/2026

Contractor's Title, Signature and Date

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the TOTAL BID PRICE:

(Any quantities shown are estimated and for reference only. Bidder is responsible for verifying all quantities)

*Install Only means Item has been purchased by City of Oroville Prior to Bid and it is the responsibility of the contractor to install per plans and manufacturer's instructions

SEE BASE BID SCHEDULE A

Notes:

1. Contractors must use this form to provide bids (no exceptions or alterations are permitted).
2. Bid item totals must roll up to the base bid total and include all materials and labor required for a complete installation.

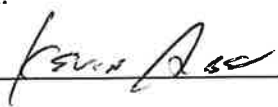
Total Base Bid \$ 756,567⁰⁰

Total Add Alternate Bid \$ N/A

Total Base Bid and Add Alternate \$ 756,567⁰⁰ (In Figures)

\$ Seven Hundred Fifty-Six Thousand Five hundred sixty-seven (In Words)

BID AMOUNT OF EACH OF THE ABOVE BID ITEMS MUST BE FILLED IN AND COMPLETED IN INK.

*Signature of Bidder: Ben Rosenbluth  Kevin Albert 

Company Name (printed): R&R Horn Contractors, Inc.

*If Corporation, two officer signatures are required.

BASE BID SCHEDULE A

NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$ 71000 ⁰⁰	\$ 71000 ⁰⁰
2	Construction Surveys	1	LS	\$ 11900 ⁰⁰	\$ 11900 ⁰⁰
3	Job Site Management	1	LS	\$ 11500 ⁰⁰	\$ 11500 ⁰⁰
4	Temporary Traffic Control	1	LS	\$ 16200 ⁰⁰	\$ 16200 ⁰⁰
5	Clearing and Grubbing	1	LS	\$ 15100 ⁰⁰	\$ 15100 ⁰⁰
6	Demolition	1	LS	\$ 37100 ⁰⁰	\$ 37100 ⁰⁰
7	Full Depth Recycling – Cement	2,553	SY	\$ 28 ⁰⁰	\$ 71484 ⁰⁰
8	Cement (Full Depth Recycling – Cement)	51	TON	\$ 230 ⁰⁰	\$ 11730 ⁰⁰
9	P.C.C. Sidewalk	612	SF	\$ 11 ⁰⁰	\$ 6732 ⁰⁰
10	P.C.C. Curb Ramp	3	EA	\$ 4700 ⁰⁰	\$ 14100 ⁰⁰
11	P.C.C. Transition Curb	50	LF	\$ 58 ⁰⁰	\$ 2900 ⁰⁰
12	P.C.C. Vertical Curb and Gutter	267	LF	\$ 47 ⁰⁰	\$ 12549 ⁰⁰
13	P.C.C. Rolled Curb and Gutter	586	LF	\$ 46 ⁰⁰	\$ 26956 ⁰⁰
14	P.C.C. Modified Rolled Curb and Gutter	330	LF	\$ 46 ⁰⁰	\$ 15180 ⁰⁰
15	P.C.C. Barrier Curb (no gutter)	166	LF	\$ 42 ⁰⁰	\$ 6972 ⁰⁰
16	Hot Mix Asphalt Residential Driveway Approach	257	SF	\$ 37 ⁰⁰	\$ 9509 ⁰⁰
17	6" P.C.C. Residential Driveway Approach	618	SF	\$ 49 ⁰⁰	\$ 30282 ⁰⁰
18	Roadway Excavation	165	CY	\$ 282 ⁰⁰	\$ 46530 ⁰⁰
19	Class 2 Aggregate Base	339	TON	\$ 101 ⁰⁰	\$ 34239 ⁰⁰
20	Hot Mix Asphalt (3")	385	TON	\$ 164 ⁰⁰	\$ 63140 ⁰⁰
21	Adjust Manhole Frames & Covers to Finish Grade	4	EA	\$ 2600 ⁰⁰	\$ 10400 ⁰⁰
22	Adjust Cleanout Frames & Covers to Finish Grade	2	EA	\$ 403 ⁰⁰	\$ 806 ⁰⁰
23	Adjust Meter Box Frames & Covers to Finish Grade	4	EA	\$ 1400 ⁰⁰	\$ 5600 ⁰⁰
24	Adjust Valve Box Frames & Covers to Finish Grade	4	EA	\$ 1100 ⁰⁰	\$ 4400 ⁰⁰
25	Install City Std. SD-02 Drop Inlet	6	EA	\$ 6200 ⁰⁰	\$ 37200 ⁰⁰
26	Install Catch Basin	1	EA	\$ 5200 ⁰⁰	\$ 5200 ⁰⁰
27	Install Storm Drain Cleanout	1	EA	\$ 691 ⁰⁰	\$ 691 ⁰⁰
28	Install 12" Dia. CMP SD Pipe	131	LF	\$ 178 ⁰⁰	\$ 23318 ⁰⁰
29	Install 15" Dia. CMP SD Pipe	42	LF	\$ 189 ⁰⁰	\$ 7938 ⁰⁰
30	Install 24" Dia. CMP SD Pipe	192	LF	\$ 258 ⁰⁰	\$ 49536 ⁰⁰
31	Install 12" Dia. CMP Slotted Trench Drain Pipe	90	LF	\$ 307 ⁰⁰	\$ 27630 ⁰⁰
32	Install 15" Dia. CMP Slotted Trench Drain Pipe	160	LF	\$ 323 ⁰⁰	\$ 51680 ⁰⁰
33	Thermoplastic Pavement Markings, White	231	SF	\$ 19 ⁰⁰	\$ 4389 ⁰⁰
34	Roadside Sign – One Post	4	EA	\$ 570 ⁰⁰	\$ 2280 ⁰⁰
35	Blue Pavement Marker	1	EA	\$ 21 ⁰⁰	\$ 21 ⁰⁰
36	Install Wood Fence	84	LF	\$ 49 ⁰⁰	\$ 4116 ⁰⁰
37	Relocate Mailbox	3	EA	\$ 853 ⁰⁰	\$ 2559 ⁰⁰
38	Concrete Minor Structures (Steps)	1	LS	\$ 3700 ⁰⁰	\$ 3700 ⁰⁰

LIST OF SUBCONTRACTORS

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent (0.5%) of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER & DIR #**

Staking 1.5%

Rolls, Anderson & Rolls
115 Yellowstone Dr., Chico, CA 95973
LIC #: N/A DIR#: 1000029385

LIST OF SUBCONTRACTORS

Item 7.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent (0.5%) of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER & DIR #**

Tree Removal 1.8%

Mountain F. Enterprises, Inc.
950 Iron Point Rd Ste 210, Folsom, CA 95630
842929 DIR# 1000005328

LIST OF SUBCONTRACTORS

Item 7.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent (0.5%) of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER & DIR #**

Striping 1.1%

Dg Striping Inc
14615 State Hwy 113, Woodland, CA 95776
1086970 DIR# 1001089494

LIST OF SUBCONTRACTORS

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent (0.5%) of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER & DIR #**

Concrete 11 1/2%

Rock Creek Construction, Inc.
PO Box 3666, Chico, CA 95927
LIC#: 883815 DIR#: 1000038332

LIST OF SUBCONTRACTORS

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent (0.5%) of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER & DIR #**

FDR 5.4%

Griffin Soil LLC
248 Industrial Dr, Stockton, CA 95206
LIC#: 791232 DIR#: 2000012215

LIST OF SUBCONTRACTORS

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent (0.5%) of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER & DIR #**

QA Material Testing 2, 2 1/2

M.T. Hall & Associates
609 Entler Ave., Suite 4, Chico, CA 95928
LIC #: N/A DIR #: 1000025222

BIDDER'S BOND

CITY OF OROVILLE

We, R&R Horn Contractors, Inc.
as Principal, and

Western Surety Company

as Surety are bound unto the City of Oroville, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **NORTON STREET IMPROVEMENT** as shown on the Project Plans and Technical Specification, for which bids are to be opened at 1735 Montgomery Street, Oroville, California 95965 on August 20th, 2026.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: August 19, 2026

R&R Horn Contractors, Inc.

THIS DOCUMENT
MUST BE NOTARIZED


Principal

Western Surety Company
Surety

By: 
Sara Walliser, Attorney-in-Fact

Note: Correspondence or claims relating to this bond should be sent to the surety at the following address:

151 N. Franklin Street, 17th Floor, Chicago, IL 60606

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

On August 19, 2026 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Sara Walliser
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Deanna Quintero

(Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8216456-971829**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Breanna Boatright; Tony Clark; Elizabeth Collodi; Brad Espinosa; Matthew Foster; Dineen Fraser; John Hopkins; Jennifer Lakmann; Kathleen Le; Kris Lopes; Jason March; Cassandra Medina; Samie Naake; Deanna Quintero; Sharon Smith; Mike Taylor; Quentin Thomas; Peggy Trusty; Sara Walliser; Samantha Watkins; John Weber; Mindy Whitehouse; Steven L. Williams

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of June, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of August, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EQUAL OPPORTUNITY CERTIFICATION

Item 7.

The bidder and proposed subcontractor(s) hereby certify the he/she has X, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Notes: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided above. The above Certification is part of the Bid. Signing this Bid on the signature portion of the Bid Schedule thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONCOLLUSION AFFIDAVIT

Item 7.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statement, Questionnaire, and Non-Collusion Affidavit are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

Item 7.

In accordance with Public contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, members, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion of the bid schedule thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

Item 7.

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES _____ NO X

If the answer is yes, explain the circumstances in the following space.

Note: The bidder must place a checkmark after "YES" or "NO" in one of the blank spaces provided. The above Questionnaire is part of the Bid. Signing this Bid on the signature portion of the bid schedule thereof shall also constitute signature of this Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

Item 7.

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.



City of Oroville
ENGINEERING
 1735 Montgomery Street
 Oroville, CA 95965-4897
 (530) 538-2540 FAX (530) 538-2426
www.cityoforoville.org

August 14, 2026

Oroville CA 95965

SUBJ: ADDENDUM # 4 – Norton Street Improvement Project

This addendum modifies the following sections of the Bid Documents:

Page BR-8, Section 15: Change Working day to Calendar day.

Page BD-1: Change Working day to Calendar day.

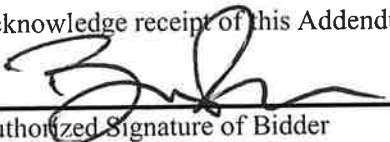
Page BD-2: Change the period of Bid Withdrawal to ninety (90) days.

Page GC-9: Strike through “The City will provide the inspection and testing services to be employed pursuant to the City Quality Assurance Plan (QAP) for Federally Funded Highway Projects dated January, 2015.” All material testing will be performed by the Contractor. The QAP date October, 2022 is provided for reference.

Page GC-14: Insurance requirements have been updated.

Page TS-26: Replace “approaches” with “conforms outside of the public right-of-way.”

Acknowledge receipt of this Addendum:



Authorized Signature of Bidder

Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY
ORDINANCE AND ASSOCIATED DRAFT POLICIES**

DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider the latest version of the transparency and accountability ordinance for elected officials, which includes changes staff were directed to make at the April 7, 2026 City Council meeting. In addition, the Council shall consider two draft policies associated with this draft ordinance that were also requested to be drafted.

DISCUSSION

At the request of Council Member Johnstone and Council Member Webber, at the December 16, 2025 Council meeting the Council reviewed adding new language to the Elected Officials Guiding Principles handbook or to the Municipal Code regarding elected officials' transparency and accountability. During this meeting, staff were given direction to make a number of edits to the proposed language and bring the item back for further discussion in an ordinance format.

Revisions to the language were presented to the City Council on February 17, 2026, March 17, 2016 and again on April 7, 2026. During each of these meetings, staff were directed to make additional edits to the document and to bring the item back. In addition, at the April 7, 2026 meeting, staff were directed to bring back draft policies associated with the ordinance.

This latest version includes changes from the recent meeting in April, along with all the various changes made throughout this process.

In addition to the draft ordinance, two draft policies are included for consideration: Protocol for Anonymous Reporting of Concerns About Elected Official's Behavior and Protocol for Reviewing Alleged Transparency Ordinance Violations.

FISCAL IMPACT

None.

ACTION REQUESTED -

DIRECT STAFF TO MAKE EDITS TO ORDINANCE OR DRAFT POLICIES; OR

DIRECT STAFF TO SCHEDULE A NEW PUBLIC HEARING FOR THE ORDINANCE.

ATTACHMENTS

Marked up version of revised language regarding transparency and accountability for elected officials

Clean version of revised language regarding transparency and accountability for elected officials.

Draft Protocol for Anonymous Reporting of Concerns About Elected Official's Behavior

Draft Protocol for Reviewing Alleged Transparency Ordinance Violations

YELLOW HIGHLIGHTED SECTIONS INDICATE NEW CHANGES

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Section 2.08.015

SECTION 1: FULL TRANSPARENCY IN ACTION STANDARDS

All substantive councilmember communications with city staff, applicants, developers, or contractors regarding City matters, including but not limited to pending permits, contracts, land use, budget items, shall be disclosed at ~~the next~~an upcoming regularly scheduled City Council meeting, during Council Member reports. Nothing in this section is intended to limit councilmembers general policy discussions about City matters, that are not substantive or related to a quasi-judicial decision pending before council, and that they believe may bring about positive change for the community. For the purpose of this section, the term "substantive" is defined as communication intended to influence a pending Council decision.

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No councilmember shall individually give direction to staff. Direction to staff is received by consensus of the entire Council, not any one individual member. This is not to mean that councilmembers cannot have direct conversations with appointed Department Heads or request routine information (which shall be shared with all councilmembers).

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Any proposed sale or transfer of city-owned property or assets valued over \$50,000 shall require:

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- Two public readings on separate meeting dates providing ability for public input at both meetings; and
- Independent appraisal paid by the city; and
- 10-day public comment period after the first public reading.

Commented [BR1]: Consider adding justification for \$50k threshold or remove section.

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SECTION 2: CONTRACT NEGOTIATIONS & COUNCIL AUTHORITY

~~No councilmember, including the Mayor, shall participate in the making, drafting, or negotiation of any contract on their own authority.~~

Councilmembers shall not independently negotiate contracts unless authorized by a majority of the Council.

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SECTION 3: CONFLICT OF INTEREST & RECUSAL PROTOCOL

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All Council members will strictly comply with Government Code section 1090 and the Fair Political Practices Act. If there is a question as to whether a conflict exists that creates a requirement for recusal, Council Members may consult with the City Attorney for an analysis. Council Members shall report that such analysis was done and the outcome when the matter comes before Council for deliberation.

Commented [BR2]: Section 3 noted as redundant with State law - requested to consider removal.

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SECTION 4: STAFF PROTECTION & WHISTLEBLOWER SAFEGUARDS

Individual councilmembers shall not direct staff to take action unless authorized by a majority of the Council. No retaliation shall be taken against any city employee for refusing an improper directive or for reporting a violation of this Resolution ordinance.

Within 60 days, the City Administrator shall establish a secure, anonymous reporting system for staff to report such violations will be approved by resolution.

- Attempts by any councilmember to influence, pressure, or intimidate staff outside public process or any violation of this Resolution.

All reports shall include specific, verifiable facts and shall be forwarded immediately and confidentially to the City Attorney, and City Administrator or Human Resource Manager for assessment and assignment to external investigator if needed. No further action will be taken without corroborated evidence.

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SECTION 6: ENFORCEMENT & PUBLIC ACCOUNTABILITY

Council shall adopt a policy by resolution outlining the procedures to be followed to address allegations of violations of the ordinance. A final finding of violation of this ordinance. Violations of this Resolution shall be deemed official misconduct and may result in:

- Public censure;
- Referral to the Fair Political Practices Commission (FPPC) or other applicable agency;
- Additional mandatory training;
- Loss of committee assignments; or
- Demand for resignation (non-binding).

Any finding of violation shall be made public via inclusion in the next council agenda packet.

The City Attorney shall also publish an annual transparency compliance report every January.

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SECTION 6: EXEMPTIONS

This ordinance shall be interpreted and applied in a manner consistent with the California Public Records Act. Nothing in this ordinance shall require the release of any

privileged information unless and until such privilege is waived by the majority of the City Council.

SECTION 7: SEVERABILITY

If any portion of this ordinance is found to be unlawful or unenforceable by court of competent jurisdiction, that portion shall be deleted and the remainder shall remain in full force and effect.

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Protocol for Reviewing Alleged Transparency Ordinance Violations

Effective Date: TBD

Applies To: City Council Members (and Council-appointed bodies, as applicable)

Authority: Municipal Code §2.08.015

1. Purpose

Establish a fair, timely, and consistent process to address alleged violations of the City's transparency requirements and appropriate conduct standards, ensure corrective action, and promote public trust.

2. Scope

This policy applies to allegations associated with violations of Oroville Municipal Code §2.08.015

3. Reporting

- Where to Report: City Administrator, City Attorney, or Human Resource Manager.
- What to Include: Specific and verifiable facts of the alleged violation.
- Non-Retaliation: Retaliation against complainants or witnesses is prohibited and may be addressed as a separate violation.

4. Intake & Triage

The City Administrator (or designee), in consultation with the City Attorney, will promptly assess:

1. Materiality – are there sufficient details sufficient to proceed?
2. Urgency – assess the need for any immediate cure-and-correct or interim measures.
3. Next steps:
 1. Dismiss - insufficient facts.
 2. Informal resolution for minor/first time matters - coaching, voluntary apology, mediated discussion, reminder of rules.
 3. Formal investigation for more serious allegations – performed by an outside independent investigator.
4. Respondent will be informed of allegation and next steps.

5. Findings

Upon completion of intake and triage, City Administrator and / or City Attorney shall report out during an upcoming Council meeting, with a brief summary of the concern that was raised and the follow up actions taken (dismissal, informal resolution or formal investigation).

Should a formal investigation be needed, a written report will state facts, applicable provisions and findings (substantiated/unsubstantiated). Findings will be reported first to Respondent and Complainant and subsequently to the City Council at a future regularly scheduled Council meeting.

6. Council Action & Due Process

- Written notice of the alleged violation and evidence summary shall be provided to Council member at least 7 calendar days before Council consideration.
- Respondent / Council Member may submit a written response and speak at the Council meeting, consistent with Council Rules.
- Council shall deliberate in open session unless law requires closed session. Any corrective measure shall be consistent with Section 5 of the Municipal Code §2.08.015.
- Actions and rationale recorded in minutes; records retained by the City Clerk.

Protocol for Anonymous Reporting of Concerns About Elected Officials' Behavior

Effective Date: TBD

Applies To: All members of the public, City staff, contractors, and volunteers

Purpose: To provide a safe, confidential, and accessible process for anonymously reporting concerns about the behavior of elected officials, including potential violations of city policy, ordinance, ethics rules, or expected conduct standards.

1. Reporting Options

Individuals may anonymously report concerns through any of the following channels:

- Physical Drop Box: Sealed written reports may be submitted at a secure drop box located at LOCATION TBD
- Mail: Anonymous letters may be sent to:
City Administrator
1735 Montgomery Street, Oroville CA 95965

Alternatively, individuals may also set up a time with the City Administrator, City Attorney or Human Resource manager to directly report and discuss their concerns (should they feel comfortable to do so).

2. Information to Include

To assist in review, reports should include specific and verifiable facts associated with the concern:

- Date and location of the incident.
- Description of the behavior or concern.
- Any witnesses or documents.
- Whether the issue is ongoing or urgent.
- Any additional information that would help with the review of the concerns.

3. Confidentiality

The City will make every reasonable effort to preserve the anonymity of the reporting party. Information will be shared only with staff or investigators who need it to address the concern.

4. Protection Against Retaliation

Retaliation - direct or indirect - against any person who raises a concern, including anonymously, is strictly prohibited and may itself constitute a violation leading to separate corrective action.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: ALTERNATIVES FOR FILLING DISTRICT A VACANCY

DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider alternatives for filling potential vacancy in District A now that Councilmember Johnstone moved out of the district and resigned from her position effective Friday August 21, 2026.

DISCUSSION

Councilmember Johnstone has informed staff and the City Council that she has recently sold her home within District A and resigned from her position effective Friday August 21, 2026.

Should a City Council seat become vacant, pursuant to Government Code section 36512(b), the Council shall have 60 days from the commencement of the vacancy to fill the vacancy by appointment or call for a special election. If filled by appointment, the person appointed shall fill the vacancy and hold office for the unexpired term of the former incumbent.

Alternatives to consider should the seat become vacant:

1. Fill by appointment: Invite eligible members of the public to put in an application for consideration to be appointed to fill the vacancy and hold office for the remainder of the unexpired term. Allow two – three weeks for applications to be received. Put item on future agenda (prior to 60 days, by October 20, 2026) for the Council to consider appointment for the remainder of the term. Appointment would be by majority of the Council.
2. Request a special election prior to 60 days, by October 20, 2026.

** Please note – while this is one of the two legal alternatives, should this alternative be selected, there is insufficient time to get a Special Election completed prior to the conclusion of the term.

FISCAL IMPACT

Will be some staff time (and potential staff time at the County Elections office) with either option.

ACTION REQUESTED -
PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None.



**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: KAYLA REASTER, ASSISTANT CITY CLERK
RE: APPOINTMENT TO VACANT COUNCIL COMMITTEE ASSIGNMENTS
DATE: SEPTEMBER 1, 2026

SUMMARY

Due to the resignation of former Council Member Johnstone, vacancies now exist on six Council Committees. The Mayor shall appoint Council Members to her former appointments. Once the Mayor has made these appointments, the Council will vote to confirm the assignments.

DISCUSSION

Council Member Johnstone's unscheduled vacancy on the City Council has resulted in six vacancies on various committees, boards, commissions, and other bodies to which she was appointed by the City Council.

Pursuant to County Policy and Resolution #8813, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions and committees unless otherwise specifically provided by statute or City Charter. The role of the Council is to advise and consent (i.e. approve or reject), however, the Council may not substitute its desired appointments for that of the Mayor. This appointment authority shall not extend to citizen appointments to the Planning Commission, the Parks Commission, the Arts Commission or the Citizen's Oversight Committee related to Measure U, which shall be appointed by majority vote of the Council.

The Mayor shall announce his appointments at or before a properly noticed regular or special meeting of the City Council, which lists this matter as an item for action to be taken. A vote of the Council shall be taken. Appointments must be approved by a majority of the Council present at the meeting. Appointments shall expired each year unless otherwise announced by the Mayor prior to the appointment.

The following committee assignments were previously held by Council Member Johnstone and are now vacant:

Committee / Commission	Primary/Alternate
Airport Land Use Commission	Primary
Arts Commission	Primary
Butte County Continuum of Care	Primary
Executive Committee	Alternate
Housing Loan Advisory Committee	Primary
Supplemental Benefits Fund Committee	Primary

FISCAL IMPACT

None.

ACTION REQUESTED -

MAYOR ASSIGN COUNCIL MEMBERS TO VARIOUS VACANT ASSIGNMENTS DUE TO VACANCY OF COUNCIL MEMBER JOHNSTONE, DISCUSS ASSIGNMENTS AND VOTE TO CONFIRM OR DENY ASSIGNMENTS.

ATTACHMENTS

Current Council Assignment List
Resolution #8813

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2026

Item 10.

	 David Pittman Scott Thomson Chuck Reynolds Janet Goodson Tracy Johnstone Shawn Webber Eric Smith								
ALUC - Airport Land Use					X			1, Alt	Airport Manager
ARTS COMMISSION				A	X			1, Alt	Community Development Director
BCAG - Butte County Association of Governments	X						A	1, Alt	City Administrator or City Engineer
BCAQCB - Butte County Air Quality Control Board	A						X	1, Alt	City Administrator or Director of Development
CHAMBER OF COMMERCE		A				X		1, Alt	City Administrator
Citizens Oversight Committee	X		A	A		X		2, 2 Alt	Finance Director
COCC - Butte County Continuum of Care					X		A	1, Alt	Director of Community Development
EXECUTIVE COMMITTEE/ INTERGOVERNMENTAL	X			X	A	A	X	3, 2 Alt	City Administrator
LEAGUE OF CALIFORNIA CITIES	X						A	1, Alt	City Administrator
LOAN ADVISORY HOUSING and ECONOMIC DEVEL		X			X	X	A	3, 2 Alt	Business Assistance and Housing Director
ODBA - Oroville Downtown Business Association		A				X		1,Alt	PIO
ORAC - Oroville Recreation Area Committee			A			X		1,	PIO
SBF - Supplemental Benefit Committee	X	X	A	A	X	A		3, 3 Alt	Program Specialist-Consultant
SC-OR - Sewerage Commission Oroville Region	X			A				1, Alt	City Engineer
Wyandotte Creek - Groundwater Management			A	X				1, Alt	City Engineer
Butte County Mosquito & Vector Control							X	1,Alt.	Director of Community Development
TOURISM						X		1	PIO
VETERAN MEMORIAL PARK			X					1	City Administrator
Oroville Dam Citizen Advisory Commission	X					A	X	2, Alt	City Administrator
Butte Choice Energy Authority (BCEA) (CCA)		A	X	A			X	2, 2 Alt	Community Development Director
LAFCO									Appointed by BC City Selection Committee

X - Voting Member A - Alternate Member

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2025

Item 10.

Committee or Board	Meeting Date	Meeting Time
ALUC - Airport Land Use	3rd Wednesday	9:00
ARTS COMMISSION	2nd Tuesday	4:00 PM
BCAG - Butte County Association of Governments	4th Thursday	9:00
BCAQCB - Butte County Air Quality Control Board	4th Thursday	10:00
CHAMBER OF COMMERCE	2nd Wednesday	3:00 PM
Citizens Oversight Committee	4th Tuesday/Wednesday	Quarterly
COCC - Butte County Continuum of Care	3rd Monday	1:00 PM
EXECUTIVE COMMITTEE/ INTERGOVERNMENTAL(w/County)	As Needed	
LEAGUE OF CALIFORNIA CITIES	Various	
LOAN ADVISORY HOUSING	2nd Thursday	10:00
ODBA - Oroville Downtown Business Association	3rd Thursday	8:30
ORAC - Oroville Recreation Area Committee	1st Friday	10:00
SBF - Supplemental Benefit Committee	3rd Wednesday	2:00 PM
SC-OR - Sewerage Commission Oroville Region	4th Wednesday	5:00 PM
Wyandotte Creek - Groundwater Management	4th Thursday	1:00 PM
Butte County Mosquito & Vector Control	2nd Wednesday	4:00 PM
TOURISM	2nd Tuesday	10:00
VETERAN MEMORIAL PARK	3rd Monday	6:45pm
Oroville Dam Citizen Advisory board	4th Friday - Quarterly	10:00
Community Choice Aggregation (CCA)	1st Monday	5:30 PM
LAFCO	1st Thursday	9:00

**CITY OF OROVILLE
RESOLUTION NO. 8813**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OROVILLE, CALIFORNIA ADOPTING A POLICY REGARDING
COUNCIL COMMITTEE APPOINTMENTS**

WHEREAS, it has long been held that unless a Charter of a city expressly provides for municipal control over a particular concern, general state law would prevail; and

WHEREAS, the Oroville City Charter does not provide for municipal control over boards, commissions, and committees appointments and the Council has not previously adopted a policy related thereto; and

WHEREAS, California Government Code Section 40605 provides that an elected mayor shall make all appointments to boards, commissions, and committees with the approval of the city council; and

WHEREAS, the California Attorney General has opined that Government Code Section 40605 establishes an advice and consent relationship; and

WHEREAS, even though the Council has previously followed the process as outlined in Government Code 40605, the Council believes that it is necessary to formalize the process for making boards, commissions, and committee appointments for the City of Oroville.

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

1. The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute or City Charter. The role of the Council is to advise and consent (i.e. approve or reject), however, the Council

may not substitute its desired appointments for that of the Mayor. This appointment authority shall not extend to citizen appointments to the Planning Commission, the Parks Commission, the Arts Commission, or the Citizen's Oversight Committee related to Measure U, which shall be appointed by a majority vote of the Council.

A. Example of appointment process:

1. Example 1 - The Mayor names Person 1 to a committee. The Mayor makes a motion and a Councilmember makes a second to the motion. The vote is 4-3, with 4 Councilmembers voting in support of the motion. The motion passes and Person 1 is appointed to the committee.

2. Example 2 – The Mayor names Person 1 to a committee. The Mayor makes a motion and a Council Member makes a second to the motion. The vote is 3-4, with 4 Councilmembers voting in opposition of the motion. The motion fails and Person 1 is not appointed to the committee. The Mayor names Person 2 to the committee. The Mayor makes a motion and a Councilmember makes a second to the motion. The vote is 4-3, with 4 Councilmembers voting in support of the motion. The motion passes and Person 2 is appointed to the committee.

2. The Mayor shall announce his or her appointments at or before a properly noticed regular or special meeting of the City Council Agenda which lists this matter as an item for action to be taken. A vote of the council shall be taken. Appointments must be approved by a majority of the council present at the meeting. Appointments shall expire in February of each year, unless otherwise announced by the Mayor prior to the appointment.

PASSED AND ADOPTED by the City Council of the City of Oroville at a special meeting on September 5, 2019, by the following vote:

AYES: Hatley, Pittman, Thomson, Goodson, Smith, Draper, Reynolds

NOES: None

ABSTAIN: None

ABSENT: None



Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST: September 5, 2019



Scott E. Huber, City Attorney



Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADMINISTRATOR
RE: CITY COUNCIL REGULAR MEETING AGENDA POSTING TIMELINES
DATE: SEPTEMBER 1, 2026

SUMMARY

The City Council shall consider directing staff to change the timing associated with the publishing of regular City Council agendas.

DISCUSSION

At the request of Council Member Thomson and Council Member Reynolds, the Council shall consider directing staff to modify existing publishing timelines associated with the Regular City Council meeting agendas.

California Government Code section 54954.2(a)(1) states that at least 72 hours (3 days) before a regular meeting, the legislative body must post an agenda that meets all the applicable requirements.

Current practice is to post the agenda and packet 96 hours (4 days) before the meeting. However, if all items have been submitted and have been appropriately reviewed, staff posts the agenda and packet 120 hours (5 days) before the meeting.

In checking with other jurisdictions, standard practice for posting the agenda packet varies from the Wednesday before the meeting (6 days) to the Friday before the meeting (3 days). Moving the posting date up will allow more time for the Council and the public to review all of the material; while at the same time, may result in some items to be pushed to later agendas.

FISCAL IMPACT

None.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: FIRST READING OF ORDINANCE NO. 1900 REQUIRING SHORT-TERM RENTAL PLATFORMS LISTING ADDRESSES PURSUANT TO SB 346

DATE: SEPTEMBER 1, 2026

SUMMARY

The proposed ordinance establishes a comprehensive short-term rental (STR) program and implements SB 346. It makes the following Municipal Code changes:

- Chapter 5.36 (new)—Establishes STR permits, operating and safety standards, local-contact requirements, platform reporting, and enforcement procedures.
- Section 17.04.060 (amended)—Updates the STR definition and cross-references Chapters 5.36 and 3.20.
- Section 17.08.180 (new)—Establishes the zoning requirements for operating an STR within a lawful dwelling.
- Chapter 3.20 is not amended; its existing transient occupancy tax requirements continue to apply.

DISCUSSION

The ordinance places the primary STR regulations in new Chapter 5.36 of Title 5. It also makes the two specific Title 17 changes identified above. Existing Chapter 3.20 continues to govern transient occupancy tax registration, collection, reporting, and remittance.

The City does not possess a comprehensive inventory of STR properties operating within Oroville. Accurate, platform-verified addresses would improve coordination among Fire, Police, Code Enforcement, Building, and other City functions when responding to incidents or complaints and provide a more level playing field for established lodging businesses that collect Transient Occupancy Tax (TOT).

Public Safety

The City's primary concern is public safety. Frequent turnover of occupants unfamiliar with the property, neighborhood, emergency procedures, and evacuation routes can create concerns involving occupancy, ingress and egress, fire and life safety, parking, nuisance activity, and impacts to neighboring properties. The City's ability to respond begins with knowing where STRs are located.

Level Playing Field

Hotels and other established lodging businesses operate at known locations and are subject to applicable building, fire, business, land-use, and tax requirements. Accurate STR information

will help ensure comparable lodging businesses operate under a fair and consistent regulatory framework and improve administration of existing TOT requirements.

FISCAL IMPACT

The ordinance may result in additional TOT revenue if currently unidentified or unregistered STR operations are identified through the reporting process. The amount cannot presently be estimated because the City does not have reliable data regarding the number of STRs currently operating in Oroville. Administrative costs are expected to consist primarily of staff time for compliance monitoring.

ACTION(S) REQUESTED -

CONDUCT A PUBLIC HEARING FOR THE FIRST READING OF ORDINANCE NO. 1900 – SHORT-TERM RENTAL HOSTING PLATFORMS TO REPORT LISTING ADDRESSES IN COMPLIANCE WITH SB 346; AND

DIRECT STAFF TO BRING ORDINANCE BACK FOR FORMAL ADOPTION AT THE SEPTEMBER 15, 2026 CITY COUNCIL MEETING.

ATTACHMENTS

Draft Ordinance No. 1900

CITY OF OROVILLE
ORDINANCE NO. 1900

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER 5.36 TO THE OROVILLE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR SHORT-TERM RENTALS; IMPLEMENTING THE SHORT-TERM RENTAL FACILITATOR ACT OF 2025; AND AMENDING SECTIONS 17.04.060 AND 17.08 BY ADDING SECTION 17.08.180

WHEREAS, short-term rentals provide an alternative form of visitor accommodation and can contribute to the local economy and the City's transient occupancy tax revenues; and

WHEREAS, short-term rentals operate within residential structures and neighborhoods, creating a need for reasonable standards addressing fire and life safety, occupancy, parking, noise, refuse, emergency access, and neighborhood compatibility; and

WHEREAS, the City Council finds that the City's primary interest in regulating short-term rentals is protecting the health, safety, and welfare of occupants, neighboring residents, emergency responders, and the public; and

WHEREAS, hotels, motels, and other established lodging businesses operate at known locations and are subject to applicable business licensing, fire and life safety, building, land-use, and transient occupancy tax requirements, and the City Council desires a fair and consistent regulatory framework for comparable transient lodging; and

WHEREAS, Chapter 3.20 of the Oroville Municipal Code imposes a transient occupancy tax upon qualifying transient occupancy, defines covered lodging broadly, requires registration, and requires monthly reporting and remittance; and

WHEREAS, Senate Bill 346, Chapter 751, Statutes of 2025, enacted the Short-Term Rental Facilitator Act of 2025, Government Code section 50990 et seq., effective January 1, 2026, authorizing local agencies that adopt implementing ordinances to obtain specified information from short-term rental facilitators; and

WHEREAS, the City Council desires to make the Short-Term Rental Facilitator Act of 2025 applicable within the City and integrate its provisions into a comprehensive local short-term rental regulatory program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS AND PURPOSE

The City Council finds that the foregoing recitals are true and correct and incorporates them by reference. This Ordinance protects public health and fire and life safety; identifies and assigns responsibility for short-term rentals; protects neighborhood compatibility; promotes equitable regulation of transient lodging; facilitates administration of the City's transient occupancy tax; and implements the Short-Term Rental Facilitator Act of 2025.

SECTION 2. CHAPTER 5.36 ADDED

Chapter 5.36, "Short-Term Rentals," is added to Title 5 of the Oroville Municipal Code to read as follows:

CHAPTER 5.36 — SHORT-TERM RENTALS

5.36.010 Purpose.

This Chapter establishes standards for the permitting and operation of short-term rentals to protect occupants, neighboring residents, emergency responders, and the public; maintain neighborhood compatibility; ensure equitable regulation of transient lodging; and facilitate compliance with City taxes and regulations.

5.36.020 Definitions.

For purposes of this Chapter:

“Director” means the Community Development Director or designee.

“Guest” means a person occupying or visiting a short-term rental during a rental period.

“Hosted short-term rental” means a short-term rental in which the owner or permanent resident occupies the dwelling as the person’s primary residence during the rental period.

“Local responsible contact” means an owner, property manager, agent, or other person designated by the owner who is available 24 hours per day while the short-term rental is occupied and has authority to respond to complaints and take corrective action.

“Operator” means the owner or a person legally authorized by the owner to operate or manage a short-term rental.

“Owner” means the person or entity holding legal title to the real property on which a short-term rental is located.

“Short-term rental” or “STR” means a furnished lawfully established dwelling, or a permitted portion thereof, offered or provided for compensation for transient occupancy for 30 consecutive days or less. A hotel, motel, bed and breakfast, or other commercially operated transient lodging establishment approved by the City as such is not an STR under this Chapter.

“Short-term rental facilitator” means a short-term rental facilitator as defined in Government Code section 50991, as amended.

“Short-term rental permit” means the regulatory permit issued under this Chapter.

“Unhosted short-term rental” means a short-term rental in which the owner or permanent resident is not present during the rental period.

5.36.030 Permit Required.

- A.** No person shall advertise, offer, maintain, operate, rent, or cause property to be rented as an STR without a valid STR permit.
- B.** The permit is required in addition to a business license, transient occupancy registration certificate, zoning clearance, and other approval required by this Code.
- C.** A permit is personal to the owner and property, does not run with the land, creates no vested right, and may not be transferred.
- D.** Sale or transfer of the property terminates the permit. A new owner shall obtain a new permit before operation.

5.36.040 Application.

An application in a form prescribed by the Director shall include at minimum:

- A.** Property address and assessor parcel number;
- B.** Owner name, mailing address, telephone number, and email;
- C.** Operator information, if different;
- D.** Local responsible contact and 24-hour telephone number;
- E.** Hosted or unhosted status;
- F.** Floor plan showing sleeping rooms, exits, and proposed occupancy;
- G.** Site plan showing on-site parking;
- H.** Number of lawful bedrooms and proposed overnight occupancy;
- I.** Evidence the structure and each proposed sleeping room are lawfully established for residential occupancy;
- J.** Owner certification of compliance with applicable building, fire, zoning, and life-safety requirements;
- K.** Evidence of registration under Chapter 3.20;
- L.** Evidence of a City business license;
- M.** Owner acknowledgment of responsibility for compliance; and
- N.** Additional information reasonably necessary to determine compliance.

5.36.050 Issuance, Term, and Renewal.

- A.** The Director shall issue a permit upon determining the application is complete and the operation complies with this Chapter and other applicable law.
- B.** A permit is valid for one year unless suspended or revoked.
- C.** Annual renewal requires an application, applicable fees, and continued compliance.
- D.** The Director may deny renewal for outstanding violations; unpaid City taxes, fees, fines, or penalties; or unresolved enforcement matters relating to the STR.

5.36.060 Fees.

The City Council may establish by resolution fees to recover the reasonable costs of administering, inspecting, monitoring, and enforcing the STR program.

5.36.070 Business License and Transient Occupancy Tax.

- A.** Every STR shall maintain a City business license as required by Chapter 5.04.
- B.** Every STR shall register, collect, report, and remit transient occupancy tax as required by Chapter 3.20.
- C.** An STR permit does not relieve an owner or operator of obligations under Chapter 3.20.
- D.** Failure to remain current with required filings or payments is grounds for suspension, revocation, or nonrenewal.

5.36.080 Operational Standards.

- A.** An STR shall be used for transient lodging and not as an event venue, banquet facility, reception facility, or commercial assembly use unless separately authorized.

- B.** Overnight occupancy shall not exceed two persons per approved bedroom plus two additional persons, unless a lower maximum is required by applicable building or fire requirements or established by the Director based on the property.
- C.** Occupancy shall not exceed the permit maximum.
- D.** Guests shall use available on-site parking to the maximum extent reasonably practicable and obey parking laws.
- E.** The owner or operator shall provide adequate refuse and recycling facilities and ensure proper storage and collection.
- F.** Guests shall comply with applicable noise, nuisance, parking, fire, and public safety laws.
- G.** Outdoor activities shall not create unreasonable noise or disturbance.
- H.** An STR shall not create a public nuisance or threaten public health or safety.
- I.** The owner shall maintain the STR in a safe, sanitary, and code-compliant condition.

5.36.090 Fire and Life Safety.

- A.** Every STR shall comply with applicable building and fire codes.
- B.** Required smoke alarms and carbon monoxide alarms shall be properly installed and functioning.
- C.** At least one appropriately rated, readily accessible fire extinguisher shall be maintained.
- D.** Required exits, hallways, stairways, and emergency escape and rescue openings shall remain unobstructed.
- E.** Each sleeping room used by guests shall be lawful for sleeping purposes.
- F.** The property address shall be visible from the street as required by applicable law.
- G.** The City may require an initial inspection and may conduct later inspections as authorized by law when reasonably necessary to verify compliance.
- H.** Nothing in this Chapter authorizes entry without consent, an inspection warrant, or other lawful authority.

5.36.100 Local Responsible Contact.

- A.** An owner of an unhosted STR shall designate a local responsible contact available 24 hours per day while occupied.
- B.** The contact shall have authority to respond to complaints, contact guests, end unlawful or nuisance activity, and take reasonable corrective action.
- C.** Upon City notice of an urgent health, safety, or significant neighborhood disturbance, the contact shall respond promptly by telephone and, when an in-person response is reasonably necessary, be capable of arriving within 45 minutes.
- D.** The owner shall promptly notify the City of a change in contact.

5.36.110 Information Posted Within Rental.

Each STR shall conspicuously post the permit number, maximum occupancy, 24-hour contact number, property address, emergency telephone information, evacuation and exit information, parking requirements, refuse information, and notice that applicable City laws remain in effect.

5.36.120 Advertising and Permit Number.

- A.** Every advertisement or listing shall display the City STR permit number and any transient occupancy tax certification required by law.
- B.** A listing shall not represent occupancy, bedrooms, parking, or other characteristics inconsistently with the permit.
- C.** Advertising an STR without a valid permit violates this Chapter regardless of whether a paid stay occurs.

5.36.130 Short-Term Rental Facilitators—SB 346.

- A.** Pursuant to Government Code section 50990, the City makes the Short-Term Rental Facilitator Act of 2025, Government Code section 50990 et seq., applicable within the City.
- B.** Upon City request, each short-term rental facilitator shall report, in the form and manner prescribed by the City, the physical address, including nine-digit ZIP Code, of each STR during the reporting period, as required by Government Code section 50993.
- C.** If the address is insufficient to identify a specific STR, the City may request the assessor parcel number, listing URL, and information exclusively related to identifying an accessory dwelling unit, guest house, timeshare unit, or multifamily unit, as authorized by Government Code section 50993.
- D.** Because Section 3.20.070 requires monthly transient occupancy tax remittance, the reporting period shall be monthly, as authorized by Government Code section 50993(d).
- E.** A facilitator shall include in each listing any applicable local license number and any City-issued transient occupancy tax certification, as required by Government Code section 50994.
- F.** The City may audit or examine facilitator records only when and as authorized by Government Code section 50995. Audit or examination costs shall be paid by the City.
- G.** Failure to report information required by this Section is subject to an administrative fine or penalty pursuant to Government Code sections 50993(e) and 53069.4.
- H.** This Section shall be interpreted consistently with the Act, as amended.

5.36.140 Owner Responsibility.

The owner is responsible for compliance and violations connected with the STR regardless of use of a manager, agent, facilitator, or other person.

5.36.150 Violations and Enforcement.

- A.** A violation is unlawful and may be enforced through remedies authorized by this Code or State law, including prosecution under Section 1.08.010, civil action, permit suspension or revocation, and nuisance abatement.
- B.** Each day a violation continues is a separate violation.
- C.** Remedies are cumulative.
- D.** Nothing limits otherwise lawful authority of Police, Fire, Code Enforcement, Building, Finance, or other authorized personnel.

5.36.160 Permit Suspension or Revocation.

- A. The Director may suspend, revoke, or decline to renew a permit for a material false statement or omission; failure to maintain a business license or Chapter 3.20 registration; nonpayment of related City obligations; repeated violations; a public nuisance; failure to maintain fire or life-safety conditions; failure of the local contact to respond; or operation materially inconsistent with the permit.
- B. Except when immediate action is reasonably necessary to protect health or safety, the City shall provide written notice of the grounds and an opportunity to respond before a final decision.
- C. The Director may temporarily suspend a permit pending further proceedings when an immediate health or safety threat exists.
- D. After revocation, the property is ineligible for a new STR permit for 12 months unless modified on appeal.

5.36.170 Appeals.

- A. An applicant or permittee may appeal a denial, suspension, revocation, or nonrenewal to the City Council by filing a notice of appeal with the Finance Officer within 15 days after service or mailing of the decision.
- B. The appeal shall be processed and heard in accordance with Section 5.04.210.
- C. A timely appeal stays the decision except a temporary suspension issued under Section 5.36.160(C) for an immediate health or safety threat.
- D. The City Council's decision is final.

5.36.180 Public Nuisance.

Operation of an STR in violation of this Chapter is declared a public nuisance and may be abated under applicable provisions of this Code and State law.

5.36.190 No Vested or Property Right.

An STR permit is a regulatory privilege and creates no vested or property right to continued operation.

5.36.200 Administrative Regulations.

The Director may establish forms, procedures, checklists, and administrative regulations reasonably necessary to implement this Chapter and consistent with this Code and applicable law.

SECTION 3. SECTION 17.04.060 AMENDED

The definition of "Short-term rental" in Section 17.04.060 of the Oroville Municipal Code is amended to read as follows:

Short-term rental. A furnished lawfully established dwelling, or a permitted portion thereof, offered or provided for compensation for transient occupancy for 30 consecutive days or less, and where meals are typically not provided. A short-term rental with more than five guest rooms shall be considered a hotel or motel, as applicable. A short-term rental shall comply with Chapters 5.36 and 3.20.

SECTION 4. SECTION 17.08.180 ADDED

Section 17.08.180, "Short-term rentals," is added to Chapter 17.08 of the Oroville Municipal Code to read as follows:

17.08.180 Short-term rentals.

- A.** Notwithstanding the allowed-use tables of this Title, an STR may be operated only within a lawfully established dwelling unit and only upon issuance and maintenance of the permit required by Chapter 5.36, a zoning clearance under Section 17.48.030, and all other approvals required by this Code.
- B.** Authorization of an STR does not authorize a change in the underlying residential use or authorize an event venue, assembly use, or other activity not otherwise permitted in the applicable zoning district.
- C.** An accessory dwelling unit, junior accessory dwelling unit, or other dwelling subject to a recorded restriction, condition of approval, or applicable law prohibiting rentals of 30 days or less shall not be used as an STR.
- D.** Where a lawful dwelling is a nonconforming use, STR operation shall not expand, extend, or otherwise increase the nonconformity and remains subject to Section 17.48.090.

SECTION 5. CHAPTER 3.20 NOT AMENDED

The City Council finds that Chapter 3.20 already applies to short-term rentals through its existing definitions and requirements. This Ordinance does not alter the tax rate, tax base, exemptions, or procedures established by Chapter 3.20.

SECTION 6. CEQA

The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that regulatory, permitting, reporting, and enforcement requirements for short-term rental activity will not have a significant effect on the environment. To the extent applicable, the Ordinance is also categorically exempt under CEQA Guidelines section 15321 as an action involving enforcement of laws, regulations, and standards.

SECTION 7. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the decision shall not affect the remaining portions. The City Council declares it would have adopted this Ordinance and each portion irrespective of the invalidity of any other portion.

SECTION 8. EFFECTIVE DATE

This Ordinance shall take effect 30 days after adoption.

SECTION 9. PUBLICATION

The City Clerk shall cause this Ordinance, or a summary of it, to be published in the manner required by law.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

ATTEST:

Kayla Reaster, Asst. City Clerk

APPROVED AS TO FORM:

David Ritchie, Asst. City Attorney



Formal Complaint

From michael trolinder <[REDACTED]>

Date Sun 8/16/2026 3:41 PM

To CityHall_CityClerk <cityclerk@cityoforoville.org>

 2 attachments (5 MB)

2eabaa7e-c59e-46e6-85d2-550fdc0d7ae6.pdf; mike formal complaint.pdf;

 External email >

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

City Clerk,

Please accept the attached Formal Complaint concerning Councilmember Chuck Reynolds and the Gateway Project, together with Exhibit A.

Please provide this complaint to the City Council and the appropriate City official or body for review.

I will also be submitting a signed hard copy by mail.

Please confirm receipt of this email and attachment.

Thank you,

Michael Trolinder

FORMAL COMPLAINT

Gateway Project — Conduct of Councilmember Chuck Reynolds

To: Oroville City Council

Through: City Clerk

City of Oroville

1735 Montgomery Street

Oroville, CA 95965

From: Michael Trolinder

Re: Formal Complaint Concerning Councilmember Chuck Reynolds — Gateway Project, Official Conduct, Equal Treatment, and Protection From Retaliation

I. Purpose of This Complaint

I am requesting a formal review of the conduct of then-Mayor and Councilmember Chuck Reynolds concerning the Gateway Project.

This complaint is **not based simply on the fact that my development proposal was not selected.**

I understood that the City had the right to reject my proposal.

What I expected was the opportunity to present the proposal and have it considered on its merits.

I invested approximately **\$6,000 in direct costs**, including payment to a contract draftsman preparing the Gateway proposal, and devoted approximately **three months of my professional time** to developing and pursuing the project.

During that period, I was also foregoing other income-producing work.

I made that investment because I reasonably relied upon the City of Oroville to follow its own rules and established governmental process.

I accepted the possibility of losing the project.

I did not expect to lose the opportunity to compete through a process in which my proposal was never given the opportunity I understood it would receive.

The City's subsequent independent investigation by MRG, Inc. raises serious questions about whether the conduct and influence of a sitting councilmember affected that process.

II. Correction of the Record Regarding the Development Team

The MRG investigation and subsequent newspaper reporting refer to the proposal as the **“Trolinder/Wong proposal.”**

I want the record to be clear on this point.

Wong was not an investor or equity participant in the Gateway proposal.

Wong signed the proposal letter as an **endorsement of the proposal.**

His signature was not an investment, ownership interest, or financial participation in the development.

The equity-based development group consisted of **Trolinder, Russell and Gallaway, together with a development partner.**

I was therefore personally financially and professionally invested in the Gateway opportunity.

III. The City's Independent Investigation

The City conducted an independent fact-finding investigation concerning the Gateway Project through MRG, Inc.

The investigation interviewed 19 witnesses.

I rely heavily upon that investigation because it provides an independent record of testimony, documents, and findings concerning the conduct of Councilmember Reynolds and the Gateway process.

IV. Reynolds' Participation in the Gateway Negotiations

The MRG investigation contains testimony that Reynolds participated in meetings concerning the Gateway agreement.

One employee testified that Reynolds attended meetings with Mendez and stated that he was **directing staff and the progress of the project**, despite that not being the role of the mayor.

Other testimony described Reynolds' participation in meetings in which the Gateway agreement was being developed.

LaGrone testified that Reynolds' participation **influenced the process**, stating that the mayor made clear that this was the direction the City wanted to go and who it wanted as its developer.

Most significantly, the investigator concluded that Reynolds **did attend the negotiations as mayor and directed and influenced the process in a manner which enabled Mendez to receive more favorable terms in the final Gateway agreement.**

This finding raises a fundamental question concerning the proper separation between the legislative responsibilities of an elected official and the administrative responsibilities of City staff.

V. Oroville's Code of Ethics in Effect at the Time

I request that Reynolds' conduct be evaluated under the **Code of Ethics that was in effect when the Gateway events occurred**, rather than under any later-adopted ethics provisions.

The City's Chapter 2.16 Code of Ethics establishes standards applicable to elected and appointed officials.

Section 2.16.010 states that proper democratic government requires officials to **be independent, impartial and responsible to the people**, and that government decisions and policy be made through the proper channels of government.

Section 2.16.020 requires public officials to carry out City laws **impartially** and discharge their duties regardless of personal considerations.

Section 2.16.030(B) provides that officials should not **exceed their authority** or breach the law.

Section 2.16.040(C) provides:

“No official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.”

Section 2.16.080 addresses ex parte and unilateral communications that exclude the interests of other parties when designed to influence an official decision to obtain more favored treatment or special consideration. It expressly states that its purpose is to guarantee that **all interested parties have an equal opportunity to express their interests.**

Section 2.16.090 requires public officials to conduct themselves in a manner that maintains public confidence in the public trust and avoids the appearance of improper influence or conflict.

I ask the City to determine whether Reynolds' conduct was consistent with these standards.

VI. Councilmembers and Direction of City Staff

Oroville Municipal Code §2.08.010 provides:

“No councilmember or committee shall issue any order or direction to any officer or subordinate.”

The City's code also provides that the **Council as a body** is responsible for formulating administrative policies and communicating those policies through the established governmental channel. §2.08.030.

The MRG investigator found that Reynolds participated in the Gateway negotiations and **directed and influenced the process.**

I therefore ask the City to determine whether Reynolds' conduct was consistent with §2.08.010 and the City's established governmental structure.

VII. The Gateway Process and Equal Opportunity

My concern is not that another developer was selected.

My concern is whether I received the **same opportunity to present and advance my proposal** that was available to the developer who ultimately received the City's agreement.

The MRG investigator specifically connected Reynolds' conduct at the April 2022 community event with my proposal.

The report states that Reynolds' conduct at that event was aimed at **discouraging progress on the Trolinder/Wong proposal for Gateway.**

At the same time, the investigator found that Reynolds participated in negotiations with Mendez and influenced the process in a manner that enabled Mendez to receive more favorable terms.

Those findings raise a serious question under the City's existing ethical requirement that interested parties have an equal opportunity to express their interests.

I ask the City to determine whether my proposal received equal treatment and whether Reynolds' conduct affected that opportunity.

VIII. My Reliance Upon the City's Process

I did not expect the City to guarantee that my proposal would be selected.

I expected the City to follow its own rules.

I expected a competing proposal to have an opportunity to be presented and evaluated.

I invested approximately **\$6,000 in direct preparation costs** and approximately **three months of professional time.**

I also gave up other income-producing work during that period.

I made those commitments because I believed the City's governmental process would be conducted according to its established rules.

I am not claiming that I was entitled to win Gateway.

I am asking whether I was given a fair opportunity to compete.

IX. The Gateway Agreement and City Safeguards

The MRG investigation also identified significant changes made during the renegotiation of the Gateway agreement.

The investigation reported that provisions protecting the City's interests were removed, including:

- reversion of the property to the City if the developer failed to meet performance benchmarks;
- restrictions concerning money secured using the Gateway property as collateral; and
- a prohibition against the developer selling the property.

Huber told the investigator that he had concerns about the removal of the protections and the City's lack of financial due diligence concerning Mendez. He stated that he raised those concerns but was directed to move forward.

The investigation also found that the final contract was approved and signed with **Exhibit 5, the Milestone Schedule, missing.**

I am not asking this complaint to determine that every contract issue constituted an ethics violation.

I am asking that these circumstances be considered as part of the broader question of **how the Gateway agreement was negotiated, who influenced the process, and whether established governmental safeguards were followed.**

X. Reynolds' Statements Concerning Me

There is a separate matter that I believe should be included in the City's review.

During the MRG investigation, Reynolds described me as:

“a complete nut.”

He then stated:

“I understand he checked himself into a mental institution with Trump Derangement Syndrome.”

I deny that factual assertion.

I did not check myself into a mental institution.

I recognize that elected officials may have strong disagreements with citizens and that political debate can be contentious.

This statement, however, was not merely a disagreement about Gateway.

It was a factual assertion concerning my personal history and mental health, made by a **sitting elected official while he was being questioned about his conduct concerning a development proposal with which I was involved.**

I am not asking the City in this complaint to adjudicate a private defamation claim.

I am asking the City to consider whether this statement was appropriate conduct by a sitting elected official and whether it is relevant to evaluating the impartiality, personal animus, or treatment of a citizen and competing development proposer.

XI. Request for Protection From Harassment, Intimidation, and Retaliation

I am also asking the City to take reasonable steps to ensure that I am not subjected to further **harassment, intimidation, retaliation, or misuse of public office** by Councilmember Reynolds arising from my participation in the Gateway matter or my submission of this complaint.

My concern is not ordinary political disagreement or criticism.

My concern is the use of the position, influence, access, or resources of public office to target, intimidate, discredit, retaliate against, or otherwise harass a citizen who has raised concerns about the conduct of an elected official.

The MRG investigation documents the hostility surrounding the Gateway dispute and records Reynolds making highly personal statements about me, including the factual assertion concerning my alleged mental-health history.

I therefore request that the City:

1. **Direct that City authority, City staff, City facilities, City communications systems, and other City resources not be used to harass, intimidate, retaliate against, or target me because I raised concerns about the Gateway Project or filed this complaint.**
2. **Require that legitimate City business involving me or the Gateway matter be conducted through appropriate City administrative or legal channels rather than through personal intervention by an individual councilmember.**

3. **Require that future official communications concerning this complaint or the Gateway matter be documented and, when reasonably practicable, conducted through an appropriate City representative.**
4. **Investigate any subsequent allegation of retaliation, intimidation, harassment, or misuse of City authority arising from my participation in this matter.**
5. **Preserve all City records and communications concerning me, the Gateway Project, this complaint, and communications involving Councilmember Reynolds concerning these matters.**

I am not asking the City to restrict lawful private speech or legitimate political disagreement.

I am asking the City to enforce the standards governing the conduct of its public officials and ensure that my participation in a governmental process does not expose me to retaliation or harassment through the use of public office.

XII. Requested Findings

I respectfully request that the City determine:

1. Authority

Whether Reynolds exceeded the proper authority of a councilmember or mayor by participating in, directing, or influencing administrative negotiations with Mendez.

2. Ethics

Whether Reynolds' conduct was consistent with the City's requirements for impartiality, proper governmental channels, fair and equal treatment, and avoidance of improper influence under Chapter 2.16.

3. Equal Treatment

Whether my proposal received the same opportunity to express its interests and compete for consideration as the proposal advanced by Mendez.

4. Effect on My Proposal

Whether Reynolds' actions or influence contributed to my proposal not receiving an opportunity to be presented and evaluated on its merits.

5. Statements Concerning Me

Whether Reynolds' statement concerning my alleged mental-health history was appropriate conduct for a sitting elected official and whether it is relevant to evaluating his treatment of me and my proposal.

6. Gateway Contract Process

Whether the removal of contractual safeguards and approval of the agreement without Exhibit 5 complied with the City's established procedures and responsibilities.

7. Protection From Further Conduct

What measures are appropriate to ensure that I can participate in this governmental matter without harassment, intimidation, retaliation, or misuse of public office.

8. Corrective or Disciplinary Action

If violations are found, what corrective or disciplinary action is appropriate under the City's Code of Ethics and other applicable law.

The City's §2.16.150 provides that a violation of the Code of Ethics may constitute cause for suspension, removal from office or employment, or other disciplinary action after notice and a hearing conducted by the appropriate authority or, in the case of the Council, a majority of the Council.

XIII. Conclusion

I am not asking the City to give me the Gateway project.

I am asking the City to determine whether I was given a fair opportunity to compete for it.

I invested approximately **\$6,000**, approximately **three months of professional time**, and the income-producing work I gave up during that period because I relied upon the City's established process.

The City's independent investigation subsequently found that a sitting mayor participated in negotiations with another developer and directed and influenced that process in a manner that enabled the other developer to receive more favorable terms.

The same investigation found that Reynolds' conduct at the community event was aimed at discouraging progress on my competing proposal.

And during the investigation, Reynolds made a factual assertion concerning my mental-health history that I state is false.

These are not merely disagreements between two private citizens.

They concern the conduct of a person holding public office and the integrity of the City's governmental process.

I respectfully ask the City to **set the record straight, determine whether its established ethical standards were followed, and take appropriate action to protect the integrity of the City's process and prevent further harassment or retaliation through the use of public office.**

Respectfully submitted,

Michael Trolinder

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

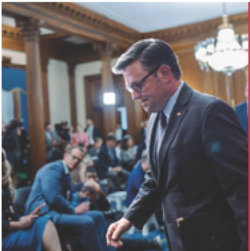
Date: August 16, 2026

EXHIBIT A

October 7, 2025 Enterprise-Record / Oroville Mercury-Register article

“Investigation shows how Gateway ‘fell apart’”

Attach the newspaper article separately to the email.



POLITICS

Trump open to health deal on Day 6 shutdown

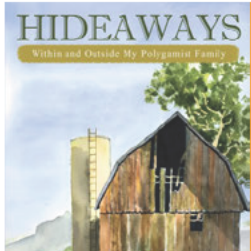
News » A8



NFL

Clutch 49ers cruising in next man up

Sports » B1



HIDEAWAYS

Within and Outside My Polygamist Family

THE BIBLIO FILE

A childhood spent in a polygamist family

Community » A4

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Sunny; warm

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Page B8

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MOVIES

FILMMAKERS TURN BUTTE INTO '80S HORROR SET



GRACE WILLMAN — CONTRIBUTED

Left to right, “The Fuzzies” Director of Photography Shawn Dyer; director, co-writer and animator Josh Funk; and co-writer, actor and producer Dustin Vaught film a scene for their movie Thursday, June 27, 2024 in lower Bidwell Park in Chico.

By Molly Myers
mmyers@chicoer.com

CHICO » What do puppets, Bidwell Park and a twisted sense of horror have in common? They all star in “The Fuzzies,” a new horror-comedy filmed entirely in Butte County.

“I think that if you don’t like horror films, you can get into it because of the comedic level of it,” said Dustin Vaught, who produced the film and acted in it. “And if you’re from the area, you can be like, ‘Oh, I know that area. I know where that is,’ and that’s always fun.”

Vaught co-wrote the film with his brother-in-law Josh Funk, who directed and animated the movie. While the movie’s 3-day premiere at the Pageant Theatre is sold out, the pair is working on distributing the film on major streaming outlets

in 2026. Much went into the filming process, including the use of about 20 puppets, countless hours of painstaking stop motion shots and the help of 40 Chico State students.

Funk, an assistant professor of digital media at Chico State, emphasized the important role the students played in the production of the film. Many of them took his digital illustration and stop motion classes, directly using the skills he taught them to work on the movie.

In true full circle fashion, Funk’s former professor, Dave Hoppe, also helped by offering up an entire house to serve as a set. Hoppe was in the middle of moving into another home on his property — leaving the filmmakers free to turn the empty space into a full-blown 1980s wonderland.

“He was very gracious



CONTRIBUTED BY DUSTIN VAUGHT

Julia Nevers, lead animator on “The Fuzzies,” adjusts one of the movie’s puppets for a dream sequence at Dave Hoppe’s home Saturday, March 16, 2024 in Chico.

and let us kind of set decorate every single room in the house and put wallpaper up and paint,” said Funk. “Not only that, he also painted and did so much of the art design too. ... He became a very crucial part of our prop team.”

Other filming locations included Cedar Grove in lower Bidwell Park and a private property in Cohasset. Vaught said they filmed at the Cohasset location in 2023 and had planned to re-

HORROR » PAGE 6

FIRE RECOVERY

Traffic down, rebuild goes on in Cohasset

By Michael Weber
mweber@chicoer.com

COHASSET » Fourteen months after the Park Fire razed much of the Cohasset community, residents are beginning to rebuild and reporting less truck traffic after the completion of debris removal by the California Governor’s Office of Emergency Services.

Cohasset resident of 19 years Maggie Kriebel said post-fire recovery activity by the state has wound down, and residents are seeing fewer logging and dump trucks which burdened residents with long

traffic stops, some more than 45 minutes.

Kriebel said many Cohasset residents have started rebuilding on their properties, while others secured fifth wheel trailers for temporary occupancy.

“I don’t know that we’ll get everyone back, but we’re grateful for any of our neighbors who do get back,” Kriebel said.

Butte County Public Information Office Kristi Olio said Monday that post-disaster cleanup in Cohasset and Forest Ranch is 100% complete with all parcels finished with both



MICHAEL WEBER — ENTERPRISE-RECORD

The community of Cohasset’s welcome sign stands Monday, Oct. 6 in Cohasset.

COHASSET » PAGE 5

COURTS

ICC issues first conviction for Darfur atrocities

The ICC has convicted a leader of the feared Janjaweed militia of playing a leading role in atrocities in Sudan’s Darfur region. PAGE A6



TEE TO GREEN

Butte Creek’s women outfox Mother Nature

Ominous weather didn’t deter the Butte Creek Women’s Golf Club from hosting its 59th Women’s Golf Invitational. PAGE B1

BUSINESS

↘	Dow Jones	46,694.97 (-63.31)
↗	S&P 500	6,740.28 (+24.49)
↗	Nasdaq	22,941.67 (+161.16)

LAKE OROVILLE

Water Levels

Current: 789.07 feet elevation; full capacity: 900 feet elevation. Source: Department of Water Resources and CA Data Exchange. Oct. 6, 2025

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MediaNews Group



Gateway

FROM PAGE 2

“it’s not open to anyone else.”

On Sept. 23, Reynolds refuted Sheard’s statements saying they were “completely false.”

In the report Reynolds said that Trolinder “blew up” and “started verbally attacking” him adding, “I remember some of it. It didn’t last very long. (Sheard) put a stop to it, but what he started screaming was, ‘I know who you are,’ and ‘we’re taking that Gateway property from you. We’re taking it.’ And I said, ‘I don’t know if you’re taking anything from me. It don’t belong to me. What are you talking about, taking it, and who’s we?’ But that was the gist of his attack.”

Trolinder said he introduced himself to Reynolds saying, “‘Hey, I’m the person that sent you that letter.’ And he exploded on me and told me all the reasons that (Mendez) had a million dollars in this, and I’m bucking this and I’m screwing the system and I’m getting in the way and accused me of all kinds of things. It took me half an hour to talk him down and to get him to get rational again.”

In the Sept. 23 interview Reynolds added, “The guy (Trolinder) is a complete nut. I understand he checked himself into a mental institution with Trump Derangement Syndrome.”

He further said that by the time the contract was signed Mendez had “put in all of this work, paid fees, cleared the title. He put in a year of work.” Reynolds also said Mendez received \$1.5 million from an investor to “clear the title and pay the fees” on Gateway prior to June 7, 2022. It is unclear how or why Mendez would have taken these actions prior to having a signed contract with the city.

Overall the investigator concluded he found preponderant evidence that Reynolds, Pittman, Riggs and Smith did know that other developers were interested in Gateway prior to May 17, 2022.

Negotiations, charter violation

Witnesses including Huber, LaGrone and city staff-

ers told the investigator that Reynolds was present during contract negotiations with Mendez.

“I can tell you; I don’t know what the interest was, but the former mayor ... frequently spent an hour or two a day in the city administrator’s office,” Huber told the investigator. “Not every day, but many days, which is, I have to say highly unusual. But that’s what he did.”

Employee 4 recalled participating in Gateway meetings with Mendez, LaGrone, Huber and sometimes Employee 3. She stated Reynolds sat in on all these meetings which was “intimidating.”

“During the meetings with (Mendez), in reviewing the agreement, (Reynolds) sat in on all of the meetings and said that he was directing staff and the progress of this project, which is not the role of a mayor,” Employee 4 testified. “And it was very uncomfortable ... but the mayor had interjected himself into the meetings and the process, and he’s one of those people that if you go against him, he will make your life very difficult.”

Employee 3 recalled the team that “hammered out the (Gateway) agreement” consisted of LaGrone, Reynolds, Employee 1 and Huber.

LaGrone confirmed Reynolds’ participation in the negotiations “influenced” the process saying, “The mayor made it clear that this was the direction the city wanted to go, and this is who they wanted their developer to be.”

These descriptions of Reynold’s influence on the Gateway negotiations “are revealing when considered in conjunction with (Trolinder’s) description of (Reynolds’) statements and actions at the (April 2022 community) event, aimed at discouraging progress on the Trolinder/Wong proposal for Gateway,” according to the report.

When asked, on Sept. 23, about his participation in the negotiations Reynolds said that it was “absolutely not true.”

“I believe in the beginning more like for introductions. Why would I be in negotiations? I don’t understand that stuff,” Reynolds said. “It’s just absolutely not true. That’s just the opinion from people who have

an axe to grind. I ran every one of them out of the city because they didn’t know how to do their jobs.”

However, the investigator’s fact-finding confirmed that Reynolds did attend the negotiations as mayor and directed and influenced the process in a manner which enabled Mendez to receive more favorable terms in the final Gateway agreement, stated the report.

Pittman said this finding is one of his “biggest concerns” because Reynolds had “no business being in meetings with city staff. ... It’s personally wrong and wrong in terms of city business to be in meetings (like that) intimidating staff.”

“He had no business doing that. The council never voted to have him represent us or the city in those meetings. What purpose would it serve?” said Pittman on Sept. 23. “He just inserted himself and it’s against the City Charter rule.”

The City Charter code Pittman referred to is 2.08.010, which states, “No council member or committee shall issue any order or direction to any officer or subordinate.”

No protection

To avoid triggering requirements set forth in the California Surplus Land Act which included the Gateway property be developed with affordable housing if it wasn’t sold by the end of 2022 was a primary reason the city did not issue a Request for Proposal for the project and decided to transfer the Snyder agreement to Mendez.

LaGrone told the investigator, “This was all done under the advice and guidance of our legal counsel.” It was during the negotiations that provisions — including reversion of property ownership to the city if the developer failed to meet performance benchmarks and the requirement that money secured by the developer using the Gateway land as security could only be used for project development — were excised from the agreement. Additionally, there was no provision in the agreement prohibiting the sale of the property by the developer.

In his interview Huber said he had apprehensions about several things

including the removal of the reversionary clause and that the city “hadn’t done any financial due diligence” on Mendez. He said he shared these concerns with the City Council on at least two occasions but was directed to move forward.

“I was concerned about... What happens if he doesn’t perform? And I was told ‘Oh, that’s never going to happen. He’s a great developer. No big deal. Don’t worry about it’ ... I was directed, ‘Oh no, it’s okay. Everything’s fine,’” he said.

Huber’s testimony was supported by Smith who said the council was informed in closed session that provisions protecting the city were not in the Mendez agreement. Smith said he “pushed” Huber on the issue but was told “this is the best we can do.”

Thomson also recalled the council directed Huber to “include more safeguards” and they wanted to have “performance markers” in the agreement. He further stated he did not know the final Mendez agreement did not include these.

Hatley and Pittman told the investigator the council did not receive or received “very few” updates on the Gateway negotiations. Both men stated they believed the final agreement included protections for the city.

Goodson testified the council gave LaGrone direction to ensure the safeguards were in the Mendez agreement. She could not recall being told they were included but assumed they were.

Riggs said that in closed sessions, one-on-one conversations and in open session discussions assurances were made by LaGrone, Reynolds and Huber that the safeguards were included in the Mendez agreement.

Reynolds told the investigator he did not remember receiving briefings on the Gateway negotiation or ever being informed of Huber’s concerns.

However, the investigator concluded that an October 4, 2021, email and draft Gateway agreement sent by Huber to Men-

dez established, “more likely than not, that working copies of the evolving Gateway agreement were provided to (LaGrone) and (Reynolds) for review.”

“Under these circumstances, I find it implausible they were unaware the provisions protecting the city in the Snyder agreement were removed from the final Gateway agreement,” the investigator wrote. “Overall, I found (Reynolds’) claimed lack of knowledge on Gateway negotiations farfetched, based on his active participation in all the city staff meetings with (Mendez) receiving emailed copies of draft Gateway agreements from (Huber), and his encounter with (Trolinder) ... in April 2022.”

Missing exhibit

In addition to the omission of protective safeguards, the final contract was missing Exhibit 5, the “Milestone Schedule,” when the agreement was approved and signed.

The milestones included dates for subdivision, marketing and incorporation of sub developers; site engineering and conceptual architectural design; on-site and off-site construction; building design, approval and construction; and post construction sales, leasing and operations which were slated for completion on June 4, 2025.

Though the Milestone Schedule is referred to in the body of the contract, the page where Exhibit 5 should have appeared was left blank except for the notation “To be attached before signing. For form only — do not sign.” Reynolds, LaGrone, Huber and Mendez signed it anyway after the council unanimously approved it.

In his testimony Huber maintained that when asked by Employee 2 to sign the contract he asked about the missing exhibit and was told, “Don’t worry about it. Just sign it and I’ll slip it in. I’ll slide it in afterwards”. He stated he approved “as to form and content” the final Gateway agreement, knowing Exhibit 5 was not attached.

In her testimony Em-

ployee 2 “unequivocally” maintained she was never given the exhibit, never saw it and never told Huber she would insert it into the contract later.

Employees 2, 3 and 4 all had a hand in preparing agenda packets for City Council meetings including the June 7, 2022 meeting which included the Mendez contract. When asked whose fault it was that Exhibit 5 was missing from the final contract, Employee 4 told the investigator, “All of us. I mean it, passed through all of our hands during the review process.”

Riggs said both staff and council were at fault and “if it wasn’t in the agenda packet contract specifically, that should have been flagged. I should have known that. I should have found that. ... We had discussed it so much that it was not something that we looked for because we had assumed, of course, it’s in there. It’s all we freaking talked about.”

The report made clear there was general consensus among six of the councilors that they had seen or knew about Exhibit 5 and its contents and assumed it was part of the final contract but admitted they didn’t double check before voting to approve the agreement.

Reynolds testified he did not recall ever seeing Exhibit 5 and when, as mayor, he received any document, including the Mendez contract, to sign he would just go to the pages with signature tabs and sign them. He said he didn’t look at other pages of and documents before signing.

Mendez told the investigator that Exhibit 5 was “never finished,” that “there was never that Exhibit 5.”

The investigator found the evidence collected for this report “did not support (Mendez’) assertion that Exhibit 5 was ‘never finished’ and not intended to be part of the final Gateway agreement. This Exhibit is referred to in the body of the main agreement and, if not intended for inclusion, would not have an attachment page placeholder at the conclusion of the contract.”

Cohasset

FROM PAGE 1

debris and hazardous tree removal.

Since the fire, 11 residents applied for a rebuilding permit and as of Monday, seven have been issued, Olio said.

This newspaper reported in July that of the 457 properties damaged or destroyed by the fire, 415 had signed up with the state’s debris removal program.

Kriehbel said the community has restarted dis-

cussions on working toward becoming a Firewise USA community, with one meeting held in October and another meeting scheduled 2 p.m. Nov. 15 at the Cohasset Community Center.

The town of Cohasset’s sign, which was severely damaged from the fire, was rebuilt and erected June 22 by residents Jion Lingemann and Dan Botsford, who recreated the sign by using parts of the old sign and wood milled by Zach Phillips, according to Susana Malcom, board member of the Co-

hasset Community Association.

Malcom said the old sign had been up since at least the 1980s on the left side of the road coming in to town, and the new sign is now the right and bares similar resemblance.

Kriehbel shared that, as drives past the sign, she is reminded that “we’re still here. ... our normal has changed, but we’re still Cohasset.”

“I know it seems silly because it’s just a sign,” Kriehbel said. “But it was our sign for our community.”

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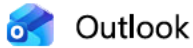
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118



To whomever this may concern.

From Ayla Thao <[REDACTED]>

Date Mon 8/17/2026 6:08 PM

To CityHall_CityClerk <cityclerk@cityoforoville.org>

ⓘ External email >

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Hello, my name is Ayla Thao. I am 15 years old but I have a lot to say.

I have seen information about data centers being built around in october.

I am not aware if you are aware yourself, but ai uses gallons of water each minute printing and generating videos and images and also collecting data.

I believe that we could do better than using ai for our centers as yes, we do own a large body of water but how will that last trying to collect data every minute of the day?

Tomorrow at 4PM I was hoping that it could be brought to the attention of the head council as I do really see a future for this community, and I believe we should be stronger than letting ai waste our water system.

Thank you, best regards

Ayla Thao