



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

August 19, 2025
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. **The City Council will meet with staff in closed session for Conference with Real Property Negotiations (§ 54956.8)**

Property: 2700 Oro Dam Blvd W., Oroville, CA 95965

Agency Negotiators: Brian Ring, City Administrator, David Ritchie, Asst City Attorney

Negotiating Parties: Table Mountain Golf Course

Under Negotiation: Price & Terms

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. **Presentation from Pneumacare**

The City Council shall receive a presentation from Pneumacare. They are contracted through CalAIM to provide services to provide Enhanced Care Management and Community Support services (housing transition and navigation, tenancy and sustaining and food insecurity). Pneumacare has recently opened an office in Oroville to serve the community and would like to introduce themselves to the City Council and inform them of the work they do, and how it can impact the City.

ACTION REQUESTED -

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

1. BENEFIT RESOLUTION FOR UNREPRESENTED EMPLOYEES, WHICH INCLUDES THE CITY ADMINISTRATOR, CHIEF OF POLICE, DIRECTORS, ASSISTANT DIRECTORS, AND THE DEPUTY CITY CLERK PER CALPERS REQUIREMENT

The City Council shall consider adopting the attached updated Benefit Resolution for Unrepresented employees as required by CalPERS, which will memorialize pensionable benefits currently provided, in one location.

ACTION REQUESTED -

APPROVE THE ATTACHED UPDATED BENEFITS RESOLUTION NO. 9406 REQUIRED BY CALPERS.

2. AUTHORIZATION OF PAYMENT TO MELTON DESIGN GROUP FOR WORK PERFORMED AT HEWITT PARK

The City of Oroville previously entered into a professional services agreement with Melton Design Group, Inc. (MDG) for the design and construction administration of the Hewitt Park improvement project. In 2023, during the tenure of prior staff, MDG was verbally authorized to perform additional work without formal written authorization. While the work was completed and invoiced at that time, documentation memorializing the authorization was not executed.

This staff report seeks Council authorization to formally amend the MDG contract to reflect the \$9,383.60 in work already performed and paid for, ensuring the City's records are accurate and the contract amount is aligned with actual expenditures. All funds for the current contract have been expended or are committed; therefore, this amendment will require an additional allocation from the General Fund.

ACTION REQUESTED -

AUTHORIZE PAYMENT TO MELTON DESIGN GROUP, INC. IN THE AMOUNT OF \$9,383.60 FOR WORK PERFORMED IN 2023.

3. APPROVAL OF AGREEMENT NO. 3562 WITH BENEN FOR ELECTRICAL ENGINEERING SERVICES – PEDESTAL SEPARATION PROJECT

The City Council shall consider approving a contract with BenEn in the amount of \$8,522.00 for electrical engineering services to prepare drawings for a new electrical pedestal to be submitted to Pacific Gas and Electric Company (PG&E). This project will separate the electrical service currently shared between 1305 Myers and City-owned streetlights along the adjacent block.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3562 WITH BENEN IN THE AMOUNT OF \$8,522.00 FOR ELECTRICAL ENGINEERING SERVICES RELATED TO THE PEDESTAL SEPARATION PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

4. RESOLUTION AUTHORIZING APPLICATION, ACCEPTANCE, AND EXECUTION OF A GRANT AGREEMENT WITH CALTRANS FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT AND AUTHORIZATION FOR CITY ADMINISTRATOR TO EXECUTE ALL ASSOCIATED DOCUMENTS

The City Council shall consider adopting a resolution authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation (Caltrans) for an Airport Improvement Program (AIP) Matching Grant to support asphalt crack sealing improvements at the Oroville Municipal Airport. The resolution would provide authorization for City Administrator Brian Ring to sign Caltrans Airport grant application documents.

ACTION(S) REQUESTED -

- 1. ADOPT RESOLUTION NO 9407 AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF FUNDING, AND EXECUTION OF A GRANT AGREEMENT WITH CALTRANS FOR AN AIP MATCHING GRANT FOR ASPHALT CRACK SEALING AT THE OROVILLE MUNICIPAL AIRPORT; AND**
- 2. AUTHORIZE THE CITY ADMINISTRATOR TO SIGN ALL ASSOCIATED DOCUMENTATION.**

5. CONTRACT FOR FLOCK SAFETY AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM

The City Council shall consider a contract to renew the Flock Safety Automated License Plate Reader (ALPR) Camera System.

ACTION(S) REQUESTED -

- 1. APPROVE A TWO-YEAR CONTRACT TO RENEW THE FLOCK SAFETY ALPR CAMERA SYSTEM; AND**
- 2. AUTHORIZE THE MAYOR TO SIGN.**

6. APPROVAL OF SET OF REGULAR MEETING MINUTES

The City Council shall consider approving the regular meeting minutes of July 15, 2025 and August 5, 2025.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

7. ADDITIONAL STOP SIGNS ON BIRD STREET AT DOWNER STREET

The City Council shall provide direction to staff regarding the installation of additional stop signs at the intersection of Bird Street and Downer Street to convert the intersection from a two-way to an all-way stop. Currently, Bird Street operates as a through street, with stop control only on Downer Street. Due to consistent pedestrian traffic crossing Bird Street, staff have been requested to convert the intersection to an all-way stop to improve pedestrian safety and reduce vehicle-pedestrian conflicts.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF REGARDING THE INSTALLATION OF STOP SIGNS FOR EASTBOUND AND WESTBOUND TRAFFIC ON BIRD STREET AT THE INTERSECTION OF BIRD STREET AND DOWNER STREET.

8. EMPLOYMENT CONTRACT AMENDMENT WITH PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

The City Council shall consider an amendment to the employment contract with Patrick Piatt, Community Development Director, that would advance Mr. Piatt from Step E, \$150,123 annual salary to Step F, \$158,028 annual salary.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9408 – A RESOLUTION OF THE OROVILLE CITY COUNCIL

AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PATRICK PIATT

– (AGREEMENT NO. 3464).

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

None this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

i. **Business Assistance Housing Development Monthly Report**

ii. **Fire Department Monthly Report**

iii. **Community Development Monthly Report**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 2, 2025 at 4:00 p.m.

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

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

**CITY OF OROVILLE
RESOLUTION NO. _____**

**BENEFIT RESOLUTION BETWEEN THE CITY OF OROVILLE AND
UNREPRESENTED EMPLOYEES, WHICH INCLUDES THE CITY ADMINISTRATOR,
CHIEF OF POLICE, DIRECTORS, ASSISTANT DIRECTORS, AND DEPUTY CITY
CLERK**

WHEREAS The Unrepresented Employees of the City of Oroville ("Unrepresented Employee(s)") are exempt from the Merit System and some employee benefit provisions of the Personnel Rules; and

WHEREAS the Oroville City Council Members grant CalPERS Pensionable benefits to Unrepresented Employees that are the same as or similar to those provided to classified employees, which have been memorialized in employment agreements.

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council of the County of Butte, State of California, that this resolution will supersede language in personal contracts for Unrepresented employees listed above; and

BE IT hereby resolved by the Oroville City Council as follows:

1. Compensation (CalPERS Pensionable):

The Oroville City Council will determine at what step on the appropriate salary range each Unrepresented Employee shall be initially placed upon hire. The City Council will also determine when the Unrepresented Employee shall receive a merit increase and on what step on the salary range the Unrepresented Employee shall be placed upon a successful performance evaluation. Current salary range is attached as Exhibit A.

2. Cost of Living Increases (CalPERS Pensionable if added to salary schedule):

a. 2026 Cost-of-living increase: Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year.

b. Salary Step Plan: Eligibility for salary step movement shall be based upon time in the classification and based a successful annual performance evaluation, at the sole discretion of the Oroville City Council, and with no right of appeal.

c. Out of Sequence Step Increases: The City Council may grant out of sequence merit advancements up to two steps.

3. Administrative Leave (CalPERS Pensionable; except payouts):

a. Unrepresented Employees shall be allowed to take eighty-five (85) hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City

Administrator. Any remaining unused Administrative leave, up to a maximum of forty (40) hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

4. **Bereavement Leave (CalPERS Pensionable):**

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

5. **Sick Leave (CalPERS Pensionable):**

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

6. **Vacation Leave (CalPERS Pensionable; except payouts):**

a. Unrepresented Employees shall initially accumulate vacation leave at the rate of one hundred and twenty (120) hours to one hundred sixty (160) hours of vacation per year, based upon experience. Thereafter, the Unrepresented Employee shall receive one additional day per year to be added to the accumulation rate, above, on the employees' next anniversary date, in their respective positions until a maximum rate of 200 hours per year is reached.

7. **Retirement (CalPERS Pensionable):**

Miscellaneous Unrepresented Employees shall pay 7% of the employee share and Safety Unrepresented Employees shall pay 9% of the employee share of their CalPERS retirement contribution upon commencement of this agreement. PEPRAs Miscellaneous and Safety Unrepresented Employees shall pay 50% of normal cost as determined by CalPERS. If any legislation mandates that the Unrepresented Employee share increases above the stated amounts above during the term of this agreement or any extensions the Unrepresented Employee and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRAs CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRAs CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

8. **Sick Leave Conversion at the Time of Retirement (CalPERS Pensionable):**

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

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

9. **Uniform Allowance for Safety Unrepresented Employees (CalPERS Pensionable for Classic Members):**

Effective February 19, 2019, and on the first pay period in December, and each first pay period in December thereafter; the Safety Unrepresented employee shall receive an annual uniform allowance of \$950.00. This will constitute the clothing allowance for the following calendar year. Uniform Allowance is not reportable as special compensation to CalPERS for PEPRAs employees.

This resolution constitutes benefits offered to Unrepresented Employees, which includes the City Administrator, Chief of Police, Directors, Assistant Directors, and the Deputy City Clerk.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 19, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Brian Ring, City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 9406
BENEFIT RESOLUTION BETWEEN THE CITY OF OROVILLE AND
UNREPRESENTED EMPLOYEES, WHICH INCLUDES THE CITY ADMINISTRATOR,
CHIEF OF POLICE, DIRECTORS, ASSISTANT DIRECTORS, AND DEPUTY CITY
CLERK**

WHEREAS The Unrepresented Employees of the City of Oroville ("Unrepresented Employee(s)") are exempt from the Merit System and some employee benefit provisions of the Personnel Rules; and

WHEREAS the Oroville City Council Members grant CalPERS Pensionable benefits to Unrepresented Employees that are the same as or similar to those provided to classified employees, which have been memorialized in employment agreements.

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This resolution constitutes benefits offered to Unrepresented Employees, which includes the City Administrator, Chief of Police, Directors, Assistant Directors, and the Deputy City Clerk.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 19, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

**RE: AUTHORIZATION OF PAYMENT TO MELTON DESIGN GROUP FOR
WORK PERFORMED AT HEWITT PARK**

DATE: AUGUST 19, 2025

SUMMARY

The City of Oroville previously entered into a professional services agreement with Melton Design Group, Inc. (MDG) for the design and construction administration of the Hewitt Park improvement project. In 2023, during the tenure of prior staff, MDG was verbally authorized to perform additional work without formal written authorization. While the work was completed and invoiced at that time, documentation memorializing the authorization was not executed.

This staff report seeks Council authorization to formally amend the MDG contract to reflect the \$9,383.60 in work already performed and paid for, ensuring the City's records are accurate and the contract amount is aligned with actual expenditures. All funds for the current contract have been expended or are committed; therefore, this amendment will require an additional allocation from the General Fund.

DISCUSSION

During the early stages of the Hewitt Park improvement project, former City staff—specifically a project manager no longer employed by the City—authorized MDG to complete several additional tasks. These included:

- A post-City grading topographic survey (performed by MHM and invoiced through MDG)
- Ramp design, details, and grading plan revisions
- Additional field staking
- Onsite inspections and direction to accommodate field conditions

These services were invoiced and paid, but due to the lack of a formal written amendment and subsequent staff turnover, this expenditure was never documented in a Council-approved action or within the contract file.

The work approved and performed was done in an effort to save the City a significant amount of money in the long run. By adjusting the project scope and design to match the evolving site conditions and needs, and by coordinating efforts with City crews, MDG helped avoid costly delays, design conflicts, and potential change orders that would have resulted in even greater expenses later in the project.

MDG has requested that the City now retroactively authorize the \$9,383.60 in services previously provided. Current staff has reviewed the scope and nature of the work and has confirmed that the services were rendered in good faith and were necessary for the completion of the project.

FISCAL IMPACT

Approval of this amendment will increase the original contract amount by \$9,383.60. All current project funds have been expended or committed; therefore, the increase will require an allocation from the General Fund to cover the amount.

ACTION REQUESTED -

AUTHORIZE PAYMENT TO MELTON DESIGN GROUP, INC. IN THE AMOUNT OF \$9,383.60 FOR WORK PERFORMED IN 2023.

ATTACHMENTS

1. Invoice from Melton Design Group, Inc.
2. Original Professional Services Agreement with MDG (on file with the City Clerk)



Invoice

Date	Invoice #
8/13/2025	6789
For Services Provided:	

Bill To:

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

PROJECT	PROJECT #	TERMS	DUE DATE
2502 Hewitt Park Design Devel/CDs	2502	Due on receipt	8/13/2025

[illegible]

Thank you for your business!			Total	\$9,338.60
Note: This Invoice is for Professional Services and is due upon delivery. If the Invoice is not paid within 30 days, finance charges will be added to the total each month at a rate of 1.5% of the balance due.			Payments/Credits	\$0.00
Phone #	E-mail	Website	Balance Due	\$9,338.60
530-899-1616	Teresa@meltondg.com	MELTONDG.com		

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

This AGREEMENT, effective as of the 21st day of March 2022 shall be

BETWEEN the

CLIENT: City of Oroville
Dawn Nevers
1735 Montgomery Street
Oroville, CA 95965
530-538-2405 / DNevers@cityoforoville.org

AND the

CONSULTANT: Melton Design Group, Inc.
Gregory V. Melton, President / CEO
820 Broadway Street
Chico, CA 95928
530-899-1616 / Greg@meltondg.com

PROJECT: HEWITT PARK RENOVATION , OROVILLE, CA
DESIGN, CONTRACT/BID DOCUMENTS and CONSTRUCTION ADMINISTRATION

DESIGN TEAM:

1. Melton Design Group – Team Lead and Park Designers and Landscape Architects.
2. MHM – Civil Engineering – Survey, Civil Engineering and Utilities.
3. Rain Drop Water Play – Spray Ground Designers
4. Slater Electrical Engineering – Lighting, Electrical and Camera (sub with local camera specialists)
5. Streamline – Structural Engineering
6. Well Consultant – TBD

SECTION 1 – SCOPE OF SERVICES

TASK 1 –PROJECT LAUNCH, PROGRAM DEVELOPMENT and PROJECT COORDINATION

- 1.1 Kick-off meeting with the Client and State of California
- 1.2 Develop program of elements.
 - a. Discuss all possible opportunities and study constraints directing the design.
- 1.3 Conduct bi-monthly meetings / phone calls.
- 1.4 Project management throughout design.

TASK 2 – SITE ANALYSIS, BASE DEVELOPMENT and TOPOGRAPHY

- 2.1 Site Visit and Analysis – onsite and surrounding analysis to confirm existing conditions.
 - a. Confirm utilities and drainage on plans and onsite.
 - b. Identify all elements onsite that are to remain and to be removed.
 - 1) Confirm existing elderberry location, size and setbacks (flagged and logged by consultant)
 - 2) Coordinate existing bank conditions
 - 3) Locate and identify all trees with DBH.
 - 4) Locate existing irrigation mainline and valves.
 - 5) Create as-builts for existing restroom for possible addition.
 - c. Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
 - d. Work with well specialist to identify key area for new well.
- 2.2 Topographic survey of project area including existing elderberry that are within project boundaries
- 2.3 Base Map of existing site conditions using new topographic survey and existing as-builts.
- 2.4 Utility with preliminary drainage, water, electrical and sewer analysis and discussion with City and Butte County EH for Spray Ground.
- 2.5 Client / Team meeting to discuss Scope of Work, design needs and specific desires for the project.
- 2.6 Refine the program of elements and coordinate with Client to prioritize and include Client's desires.

TASK 3 – SCHEMATIC DESIGN CONCEPT, PUBLIC OUTREACH and COST ESTIMATE

- 3.1 Review previous Outreach and integrate into new revised program.
- 3.2 Create Schematic Design plan with alternatives and preliminary Cost Estimates.
 - a. Rendered Drawings.
 - b. Sections / Sketches.
 - c. Inspiration Photos.
 - d. Cost assessment
- 3.3 Create a NOFA for April 12 submittal.
- 3.4 Present Schematic plans to Staff and Commission. (public meeting)
 - a. Assess design options, concepts and re-assess prioritized elements.
 - b. Client to provide additional direction and comment.
 - c. Gain Commission and public input
- 3.5 Finalize Schematic Design and Cost Estimate.
 - a. 3D Color Renderings and Perspectives – multiple rendered views of key elements.
 - b. Element Photo Boards and cut sheets.
 - c. Cost Estimate.

TASK 4 – DESIGN DEVELOPMENT, COSTS and APPROVALS

- 4.1 Create Design Development plan with alternatives for Staff review.
- 4.2 Preliminary engineering of storm drain, sewer and LID measures.
 - a. Digital Plan.
 - b. Cutsheets.

- c. Detail / Finishes.
- 4.3 Preliminary Well design and review.
- 4.4 Coordinate with City of Chico Public Works Engineering and County EH for utilities, spray park and plan review.
- 4.5 Preliminary DD documents for review and comment by staff.
- 4.6 Final Design Development Plan and Costs to gain staff approval
- 4.7 Update to Parks and Recreation Commission to approve Design Development Plans.

TASK 5 – CONSTRUCTION DRAWINGS, SPECIFICATIONS and SUBMITTALS (75% and 100%)

- 5.1 DEMOLITION PLAN – Show location of all elements that require removal and offsite disposal.
- 5.2 GRADING and DRAINAGE PLAN – Show grades at all key points and general topography.
 - a. Identify areas, if needed, requiring imported soil for better drainage and plant health.
 - b. Show drainage patterns with slopes and compaction.
 - c. Detailed grading plan with spot elevations.
 - d. Drainage plans and details.
- 5.3 CONSTRUCTION PLAN – Show location and layout of all proposed hardscape, restroom, play, pathways, fencing, signage, lighting and utilities.
 - a. Material description and detail reference of all parts of the project
 - b. Well plan and details – City and County review
- 5.4 SPRAY GROUND PLAN – Layout, nozzle, supply, pump system, etc.
- 5.5 IRRIGATION PLAN RETROFIT – Irrigation plan with complete water use information including all water use calculations for all planting areas.
 - a. Identify all irrigation water use zones (trees, shrubs and ground covers) along with mainline, new and existing valves, point of connection and meters.
 - b. Show new valves, flow valves and controller layout.

WATER USE CALCULATIONS, SCHEDULING and GUIDELINES

 - c. Provide water use calculations identifying maximum applied water allowance and quantity of water use.
 - d. Develop water use schedule with seasonal adjustments along with estimated water use calculations.
 - e. AB 1881 certificate of completion at end of project.
- 5.6 PLANTING PLAN – Identify all proposed plant species, water use, size and type.
 - a. Drought tolerant, low-maintenance adaptive plants and California natives where possible.
 - b. Provide all surface material, gravel, boulders, etc.
- 5.7 DETAIL SHEETS – Construction details of all proposed elements.
- 5.8 SPECIFICATIONS – Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.
- 5.9 COST ESTIMATE – Calculations and detailed cost estimate to verify budget and bid documents.
- 5.10 SUBMITTALS – Sets of development plans for the Client; revise construction documents, as required, for approval. Submittal of construction documents to Client at 75% and 100%-Final.

DELIVERABLES:

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

TASK 6 – BID ADMINISTRATION and CONTRACTOR SELECTION

- 6.1 Prepare PDF plan set, bid sheet and schedule to include in Bid Documents.
- 6.2 Prepare content Bid Documents, Notice to Contractors and Special and General Provisions. (support with CITY Attorney)
- 6.3 CITY to provide Bid Forms and collect bids from contractors with MDG to synthesize.
- 6.4 Attend pre-bid walk of the site and review of plans.
- 6.5 MDG to provide Addenda and Requests for Information (RFIs) – Provide clarifications of the construction documents to contractors.
- 6.6 BID REVIEW – Review bids with Parks and Recreation to verify that they conform to standards set forth in the specifications of the Project.

TASK 7 – CONSTRUCTION ADMINISTRATION and INSPECTIONS

- 7.1 SUBMITTALS and RFIs – Review and accept or deny required contractor submittals, RFIs, cutsheets and samples.
- 7.2 SCHEDULED SITE VISITS – Participate in 7-9 meetings / project site visits with the project contractor and Client staff to review the progress of construction and inspect the site and work at determined milestones.
 - a. Kick-off with contractor to discuss methodology and schedule.
 - b. Demolitions marked prior to removal.
 - c. Rough grading and drainage prior to hardscape construction. (CITY-MDG)
 - d. Site accessories such as fences, utilities and access. (CITY-MDG)
 - e. Hardscape layout and forming prior to pouring concrete and sample finish.
 - f. Playground inspection review
 - g. Restroom modifications
 - h. Finish grading of new areas along with drainage trench. (CITY-MDG)
 - i. Irrigation installation, trench depth, backfill, clock adjustments and system operations.
 - j. Plant material inspection. (onsite, coordinate previously prior to planting)
 - k. Pre-maintenance period observation and punch list to confirm completion. (CITY-MDG)
 - l. Final walk-through/post-maintenance period punch list. (CITY-MDG)
 - m. AB 1881 Requirements – Provide Certificate of Completion to Client.
 - n. MDG to perform all other inspections including play equipment certifications.
- 7.3 As-Built Drawings developed from contractor drawings.
- 7.4 Project closeout process.

COST SUMMARY PER TASK

TASK 1: PROJECT LAUNCH, PROGRAM DEVELOPMENT and PROJECT COORDINATION	\$ 35,400
TASK 2: SITE ANALYSIS, BASE DEVELOPMENT, WELL and TOPOGRAPHY	\$ 28,242
TASK 3: SCHEMATIC DESIGN CONCEPT, PUBLIC OUTREACH, COST ESTIMATE	\$44,200
TASK 4: DESIGN DEVELOPMENT, COSTS and APPROVALS	\$42,700
TASK 5: CONSTRUCTION DOCUMENTS and SUBMITTALS (75% and 100%-Final)	\$ 247,630
TASK 6: BID ADMINISTRATION and CONTRACTOR SELECTION	\$11,400
TASK 7: CONSTRUCTION ADMINISTRATION and INSPECTIONS	\$27,164
REIMBURSABLES (2.5%)	\$ 10,768
CONTINGENCY (upon written approval)	\$ 20,000
TOTAL	\$ 467,504

Billing will occur monthly. If the project scope changes in a way that could cause the additional or less work beyond this contract, Landscape Architect will dictate an addendum to contract and notify owner prior to exceeding or reducing the estimate.

SECTION 2 - BASIS OF COMPENSATION

Compensation for services described in Section 1 shall be a not to exceed fee of \$ 467,504. Charges for Services described in Section 1 shall be billed monthly in proportion to the work completed. Client agrees to pay Consultant within thirty (30) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received. For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with MDG's Schedule of Rates. Schedule of Rates to be provided at the time Additional Services are requested.

SECTION 3 - ADDITIONAL SERVICES

CONSTRUCTION MANAGER (6 MONTHS – Hired by City of Oroville)..... \$ 25,000

Services not described in Section 1 shall be provided if authorized in writing by Client.

Additional Services include but are not limited to:

1. Geotech inspection and testing during construction, as needed. (approx. \$10,500)
2. Biologist's inspections on elderberry. (\$TBD)
3. Additional meeting, site visits or inspections during construction.
2. Permitting fees.
3. Construction permits will be by construction contractor.
4. Work involving environmental impact reports or initial study.
5. Civil engineering or design for off-site improvements.
6. Construction material testing such as concrete density or soil compaction tests.
7. Work involving making or processing applications for additional permits.
8. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents outlined in Section 1.

9. Any service or reimbursable expense not included in or in excess of Section 1 that are provided by Melton Design Group, Inc. at your request or concurrence.

MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for a time period of 6 months, after which if a contract has not been executed MELTON DESIGN GROUP reserves the right to revise billing rates and fee amounts.
2. If project is put on hold for 6 months a 5% startup fee will be assessed.
3. Invoices are due and payable within 30 days of receipt. A fee of 1.5% interest will be charged per month if past 30 days.
4. This Agreement is governed by the law of Landscape Architect's principal place of business.
5. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
6. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
7. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
8. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
9. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
10. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
11. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
12. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties



- to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
13. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
 14. Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.
 15. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:
Landscape Architects Technical Committee
2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

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

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Melton", is positioned below the word "Sincerely,".

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

2022 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$180.00 / hour
Project Manager	\$145.00 / hour
Irrigation Specialist	\$130.00 / hour
Graphic Designer	\$115.00 / hour
Designer/Technician	\$ 95.00 / hour
Administration	\$ 85.00 / hour

REIMBURSABLE EXPENSES

Black & White Copies 8.5 x 11	\$.30 each
Black & White Copies 11 x 17	\$.55 each
Color Copies 8.5 x 11	\$ 1.35 each
Color Copies 11 x 17	\$ 2.50 each
Binding Covers 8.5 x 11	\$ 3.00 each
Binding Covers 11 x 17	\$ 6.00 each
Black & White 24 x 36 Print	\$ 5.40 each
Black & White 30 x 42 Print	\$ 7.88 each
Color 24 x 36 Print	\$28.86 each
Color 30 x 42 Print	\$42.09 each
Premium Color Glossy Plan Print	\$62.50 each
Foam Core 24 x 36	\$13.25 each
Foam Core 30 x 42	\$15.75 each
Flash Drive	\$ 9.00 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.62 per mile

Note: Rates subject to change after one year of proposal



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

Date: _____ By: _____

Print Name: Chuck Reynolds

Title: Mayor

Company: City of Oroville

NAME AND ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name and Title: Dawn Nevers

Company Project # or Reference Name: _____

Phone #: _____ Email: dnevers@cityoforoville.org

Mailing Address: 1735 Montgomery St.

State / Zip Code: Oroville, CA 95965

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

Email: _____

All checks are to be mailed to:

Melton Design Group, Inc.
820 Broadway Street
Chico, CA 95928

Billing Questions:

Teresa Walsh, Controller
(530) 899-1616, Teresa@meltondg.com



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS

RE: APPROVAL OF AGREEMENT NO. 3562 WITH BENEN FOR ELECTRICAL ENGINEERING SERVICES – PEDESTAL SEPARATION PROJECT

DATE: AUGUST 19, 2025

SUMMARY

The City Council shall consider approving a contract with BenEn in the amount of \$8,522.00 for electrical engineering services to prepare drawings for a new electrical pedestal to be submitted to Pacific Gas and Electric Company (PG&E). This project will separate the electrical service currently shared between 1305 Myers and City-owned streetlights along the adjacent block.

DISCUSSION

Several years ago, the City previously sold 1305 Myers, an old bus station, to a private property owner. The space has since been converted into outdoor dining. The existing electrical pedestal on the property provides power to both the old bus stop and the City's streetlights along the adjacent block. As a result, the private property owner has been inadvertently billed for the streetlight power for several years.

In order to resolve this issue, the City will install a new pedestal to provide dedicated service for the streetlights, ensuring that the property owner is no longer responsible for City electrical costs. BenEn will provide the necessary electrical engineering drawings for submittal to PG&E so that the new service can be installed.

The City reached out to three electrical engineering service providers. BENEN was the most responsive.

FISCAL IMPACT

The contract amount is \$8,522.00 and will be funded from the Capital Projects Fund. There will be additional future cost for actual pedestal installation and trench work.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3562 WITH BENEN IN THE AMOUNT OF \$8,522.00 FOR ELECTRICAL ENGINEERING SERVICES RELATED TO THE PEDESTAL SEPARATION PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.

ATTACHMENTS

1. Proposed Agreement with BenEn (A-3562)
2. Proposal from BenEn

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 19th day of Augst, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the “CITY”) and BENEN, 3250 Ramos Circle, Sacramento, CA 95824 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

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

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

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

1. SERVICES.

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

2. TERM OF AGREEMENT.

The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2026 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon execution of the agreement by both parties and shall continue until all authorized work is completed to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.

The CONTRACTOR shall be compensated in an amount not to exceed \$8,522.00 for services provided pursuant to this Agreement. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

5. CONTRACT ADMINISTRATION.

5.1. The CITY’s Representative. Unless otherwise designated in writing, Alyssa Stutz, shall serve as the CITY’s representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Kin Chan, shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

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

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without

limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial

general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and

coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.

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

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest

or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.

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

C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

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

16. NOTICE.

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

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

CONTRACTOR:
BENEN
3250 Ramos Circle
Sacramento, CA 95824
Attention: Kin Chan

17. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 19th day of August, 2025.

CONTRACTOR:

Kin Chan, P.E.

CITY OF OROVILLE:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney

August 13, 2025

p25-7066

Alyssa Stutz, PE
Director of Public Works
City of Oroville
1735 Monterey Street
Oroville, CA 95965

**Subject: Street Lighting Electric Service Modification at 1305 Meyers Street
Proposal for Electrical Design Services**

Dear Alyssa:

Bennett Engineering Services Inc (BENEN) is pleased to submit this updated proposal for electrical design services for the modification of the electric service system for streetlights at 1305 Meyers Street in the City of Oroville. Our proposed work scope, fee, schedule, assumptions, and key project personnel are presented below:

WORK SCOPE

TASK 1 ELECTRICAL DEIGSN

BENEN will perform field review with the City's maintenance staff to identify which existing streetlights are connected to the existing serviced cabinet. BENEN will trace Google aerial photo to create a base map for the southeast quadrant of the Montgomery Street/Myers Street intersection, on which existing electric service cabinet is located. The base map will also cover the area to include the existing streetlights connecting to existing service cabinet. Based on the collected information, BENEN will prepare 90% electrical plans, specifications, and construction cost estimate (PS&E) for the modification of existing electric service system, which includes:

- Installation of a new City-furnished service cabinet for streetlights
- Installation of conduit and wiring for electric service between PG&E electric service point and the new service cabinet
- Connecting existing streetlights to new electric service cabinet
- Disconnect streetlight circuit breakers in the existing service cabinet
- Removal of wiring between existing service cabinet and streetlights

BENEN will submit 90% electrical service PS&E to the City of Oroville for review. Any comments by the City will be incorporated into the 100% (final) electrical service PS&E.

Deliverables:

- One sheet of no scale Title Sheet with notes
- One to two sheets of 1"=20' electric service plan with service wiring diagram
- Technical Specifications and Engineer's Estimates

Alyssa Stutz, PE
August 13, 2025
Page 2 of 3

TASK 2 BIDDING AND CONSTRUCTION SUPPORT

BENEN will answer questions regarding electric service system from the bidders during the bidding period. BENEN will respond to the Contractor's Requests-for-Information (RFIs) and review the Contractor's shop drawing submittals during construction. In addition, BENEN will prepare as-built electrical plan based on the Contractor's redline drawings.

FEE

Our estimated maximum design fee is \$8,522. The breakdown of fee and manhours by tasks is listed below:

	D. Yau	K. Chan	M. Yang				Other	
	Engr 10	Engr 10	Engr 7	Engr 1	Total	Labor	Direct	Total
Task	\$319	\$319	\$263	\$180	Hours	Cost	Costs	Cost
1. Electrical Design	1	4	9	20	34	\$ 7,562	\$ 160	\$ 7,722
2. Bidding and Construction Support		1	1	1	3	\$ 762	\$ 38	\$ 800
TOTAL	1	5	10	21	37	\$ 8,324	\$ 198	\$ 8,522

If additional personnel are needed for this project, they will be billed in accordance with the attached billing rates.

SCHEDULE

Our proposed project schedule is shown below:

90% PS&E Submittal	3 weeks after receipt of fully executed contract
City's Review	2 weeks after receipt of 90% PS&E Submittal
100% PS&E Submittal	2 weeks after receipt of comments on 90% Submittal

ASSUMPTIONS

This proposal is developed based on the following assumptions:

1. The City of Oroville will handle service application and service disconnect with PG&E.
2. The connection of existing streetlights to new service cabinet will be included in the plan.
3. General specifications boilerplate, if needed, will be prepared by the City of Oroville.

KEY PROJECT PERSONNEL

Daniel Yau, PE, TE, PTOE, will serve as the Principal-in-Charge for this project. Mr. Yau is a licensed Civil and Traffic Engineer in California with over 40 years of experience in traffic and electrical engineering. He has prepared PS&E for more than 1,000 transportation projects in over 100 jurisdictions, including the City of Oroville. He is also a Professional Traffic Operations

Alyssa Stutz, PE
 August 13, 2025
 Page 3 of 3

Engineer certified by the Institute of Transportation Engineers. He holds a BS degree in Civil Engineering from California State University, Fresno and a MS degree in Transportation Engineering from the University of California, Berkeley.

Kin Chan, PE, will serve as the Project Manager for project and will manage all design activities. Mr. Chan is a licensed Civil Engineer in California with 34 years of experience in traffic and electrical engineering. He has prepared PS&E for more than 800 transportation projects for numerous public agencies, including the City of Oroville. He holds BS and MS degrees in Civil Engineering from San Jose State University.

Meng Yang will serve as the Project Engineer for this project and be responsible for preparing PS&E. Mr. Yang has 18 years of experience in traffic and electrical engineering. Prior to joining consulting industry, he worked as a field electrician for 10 years. Thus, he is familiar with all aspects of electric circuitry. He holds a BS degree in Civil Engineering from California State University, Sacramento.

We appreciate the opportunity to submit this proposal. Please let me know if you have any questions.

Sincerely,



Daniel Yau, PE, TE, PTOE
 Vice President

Enclosure (1 – Billing Rates)

cc: Kin Chan/BENEN

BENNETT ENGINEERING SERVICES

Professional Staff Rate Schedule | 2025/2026 Fiscal Year

Billing Classifications	Rate Class	Charge Rate
ENGINEER / SURVEYOR		
	10	\$319
	9	\$304
	8	\$283
	7	\$263
	6	\$245
	5	\$231
	4	\$215
	3	\$203
	2	\$191
	1	\$180
PROJECT COORDINATOR		
	3	\$175
	2	\$150
	1	\$125

Billing Classifications	Rate Class	Charge Rate
DESIGNER/TECH		
	7	\$206
	6	\$191
	5	\$170
	4	\$150
	3	\$135
	2	\$121
	1	\$105
PROJECT ADMINISTRATOR		
	5	\$180
	4	\$157
	3	\$132
	2	\$105
	1	\$90

- ▶ Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus ten percent (10%) for administration, coordination, and handling.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- ▶ Rates are subject to change annually effective July 1, 2026



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER

**RE: RESOLUTION AUTHORIZING APPLICATION, ACCEPTANCE, AND
EXECUTION OF A GRANT AGREEMENT WITH CALTRANS FOR AN
AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT AND
AUTHORIZATION FOR CITY ADMINISTRATOR TO EXECUTE ALL
ASSOCIATED DOCUMENTS**

DATE: AUGUST 19, 2025

SUMMARY

The City Council shall consider adopting a resolution authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation (Caltrans) for an Airport Improvement Program (AIP) Matching Grant to support asphalt crack sealing improvements at the Oroville Municipal Airport. The resolution would provide authorization for City Administrator Brian Ring to sign Caltrans Airport grant application documents.

DISCUSSION

The City of Oroville is participating in a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to perform asphalt crack sealing at the Oroville Municipal Airport. Pursuant to Public Utilities Code Section 21683.1, Caltrans offers a State matching grant equal to five percent (5%) of eligible FAA grant awards for qualifying airport projects.

To receive the state match, Caltrans requires that the City Council adopt a resolution authorizing:

1. Submittal of the AIP Matching Grant application.
2. Acceptance of the grant funds.
3. Execution of the grant agreement with Caltrans.

On March 4, 2025 City Council approved pre-acceptance of FAA AIP and AIG grants for crack sealing asphalt surfaces at the Oroville Municipal Airport; however, Caltrans requires a resolution from the Oroville City Council authorizing City Administrator Brian Ring to sign these documents.

FISCAL IMPACT

The state match will provide funding equal to five percent (5%) of the FAA grant award, reducing the City's share of project costs.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO 9407 AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF FUNDING, AND EXECUTION OF A GRANT AGREEMENT WITH CALTRANS FOR AN AIP MATCHING GRANT FOR ASPHALT CRACK SEALING AT THE OROVILLE MUNICIPAL AIRPORT; AND

AUTHORIZE THE CITY ADMINISTRATOR TO SIGN ALL ASSOCIATED DOCUMENTATION.

ATTACHMENTS

Resolution No. 9407

**CITY OF OROVILLE
RESOLUTION NO. 9407**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the City of Oroville is participating in a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant for asphalt crack sealing improvements at the Oroville Municipal Airport; and

WHEREAS, the California Department of Transportation (Caltrans), pursuant to Public Utilities Code Section 21683.1, provides state matching grants in the amount of five percent (5%) of eligible FAA grant awards; and

WHEREAS, Caltrans requires the City Council to adopt a resolution authorizing the submittal of an application, acceptance of funding, and execution of a grant agreement for an AIP Matching Grant;

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

1. Authorizes the submittal of an application to the California Department of Transportation for an AIP Matching Grant to support the asphalt crack sealing project at the Oroville Municipal Airport;
2. Authorizes the acceptance of an allocation of state AIP Matching Grant funds;
3. Authorizes execution of the related grant agreement with the California Department of Transportation; and
4. Authorizes Brian Ring, City Administrator, or his designee, to execute all documents necessary to carry out the application, acceptance, and implementation of the AIP Matching Grant on behalf of the City.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 19, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

/

/

/

/

/

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, City Attorney

Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JASON WINES, CHIEF OF POLICE

**RE: CONTRACT FOR FLOCK SAFETY AUTOMATED LICENSE PLATE
READER (ALPR) CAMERA SYSTEM**

DATE: AUGUST 19, 2025

SUMMARY

The City Council shall consider a contract to renew the Flock Safety Automated License Plate Reader (ALPR) Camera System.

DISCUSSION

The Oroville Police Department is seeking to renew its contract with Flock Safety automated license plate reader (ALPR) cameras to enhance public safety and investigative efficiency. These cameras have proven instrumental in locating stolen vehicles, identifying wanted suspects, and aiding in critical investigations such as kidnappings and violent crimes. Flock ALPRs provide real-time alerts and a searchable database, enabling officers to respond proactively and effectively. As crime trends evolve, maintaining access to this technology is essential for modern policing and community protection. The system supports transparency and accountability with secure data retention policies and audit trails. Renewing the contract ensures continuity in crime prevention efforts and maximizes the department's ability to safeguard Oroville's residents and property with cutting-edge, evidence-driven tools.

The Oroville Police Department is requesting the Council's approval for a two-year contract, at a cost of \$244,000.00 (\$122,000.00 / year). This new price is discounted from the previous rate from Flock, in response to the Oroville Police Department no longer utilizing the gunshot detection cameras in favor of the new live camera system that was previously approved by the City Council.

FISCAL IMPACT

Funding is already budgeted for \$155,000.00 / Year. Price was reduced due to the removal of Raven cameras from the network. The balance difference will be used to fund the new live feed cameras from Flock.

ACTION REQUESTED -

- 1. APPROVE A TWO-YEAR CONTRACT TO RENEW THE FLOCK SAFETY ALPR CAMERA SYSTEM; AND**
- 2. AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

Agreement No. 3463
Copy of Flock Safety Order Form

Flock Safety + CA - Oroville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Turner
kyle.turner@flocksafety.com
+19499334145



EXHIBIT A
ORDER FORM

Customer:	CA - Oroville PD	Initial Term:	24 Months
Legal Entity Name:	CA - Oroville PD	Renewal Term:	24 Months
Accounts Payable Email:	kriley@oropd.org	Payment Terms:	Net 30
Address:	2055 Lincoln St Oroville, California 95966	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$122,000.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	40	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$122,000.00
Annual Recurring Subtotal:	\$122,000.00
Discounts:	\$3,000.00
Estimated Tax:	\$0.00
Contract Total:	\$244,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Item 5.

Billing Schedule

Item 5.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$122,000.00
Annual Recurring after Year 1	\$122,000.00
Contract Total	\$244,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$3,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade Falcon cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

Item 5.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint [™] technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspects license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

Item 5.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Oroville PD

By: _____

By: _____

Name: Mark Smith

Name: David Pittman

Title: _____

Title: Mayor, City of Oroville

Date: _____

Date: _____

PO Number: _____



**July 15, 2025
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

Council Member Attendance: Chuck Reynolds (**left at 5:34PM**), Scott Thomson, Tracy Johnstone, **Janet Goodson (Absent)**, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – One case.
2. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees
3. Public Employee Discipline/Dismissal Release (§ 54957)
4. Pursuant to Government Code Section 54956.8, the Council met with the City Administrator and City Attorney to discuss Real Property Negotiations regarding 1931 Arlin Rhine Memorial Drive 95965

OPEN SESSION

1. Announcement from Closed Session – Direction given; no reportable action taken.
2. Pledge of Allegiance – Led by Council Member Webber
3. Adoption of Agenda

Motioned by: Vice Mayor Smith

Seconded by: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Kathy Brazil, The CameraMan, Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Reynolds: Shared that a Health Aide Kasey Dahl, saved his wife's life due to a choking event at work. He asked Council for support for a formal resolution to come forward to honor Kasey's heroic efforts. Council Member Johnstone and Mayor Pittman supported this request.

Vice Mayor Smith: Thanked the community for a great 4th of July celebration. Additionally, he thanked CalFire for their participation and protection of the community during the holiday.

Council Member Webber: Shared that Barber Tank will be hosting a backpack giveaway with supplies needed for school and free haircuts on August 3, 2025 from 2-6PM at the Southside Community Center. He explained this is in partnership with other agencies as well.

Mayor Pittman: Shared that the grand opening for Mission Esperanza is scheduled for July 25, from 11AM-1PM.

2. Administration Reports

Brian Ring, City Administrator: Staff held a meeting with Senator Schiff. At this meeting staff advocated on projects and issues in the City of Oroville.

Alyssa Stutz, Public Works Director: See attached supplemental report she provided to Council during the meeting.

Wes Ervin, Principal Planner : Provided the Council with an update on two new CEQA bills (AB130 and SB131). He provided an overview of the bills, and the effect they may have on the City of Oroville and planned housing developments.

Amy Bergstrand, Business Assistance and Housing Development Director: Shared the equipment for the aerial truck and fire engine were ordered on July 11, 2025.

CONSENT CALENDAR

Consent calendar **items 1 - 3** were adopted in one action by the Council.

Motioned by: Council Member Johnstone

Seconded by: Council Member Smith

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

1. BUTTE COUNTY OFFICE OF EDUCATION LEASE AGREEMENT AMENDMENT FOR THE CENTENNIAL CULTURAL CENTER

The City Council approved an amendment to the lease agreement with the Butte County Office of Education (BCOE) to lease the Centennial Cultural Center. The amendment would extend the term of the agreement through June of 2027 and include 5% increases in rent each of the next two years (fiscal years 2025/26 and 2026/27). The Council approved Resolution No. 9396.

2. APPROVAL OF REPAIR COSTS ASSOCIATED WITH THE SALE OF CITY-OWNED PROPERTY AT 3235 BURLINGTON AVENUE

The City Council approved the required repair costs associated with the sale of city-owned property located at 3235 Burlington Ave., Oroville (APN 035-096-004).

3. APPROVAL OF REGULAR MEETING MINUTES

The City Council approved the regular meeting minutes of July 1, 2025.

REGULAR BUSINESS

4. MOU WITH BUTTE COUNTY FIRE SAFE COUNCIL TO FORM OROVILLE AREA FIRE SAFE COUNCIL

The City Council approved entering into a Memorandum of Understanding with the Butte County Fire Safe Council, forming the Oroville Area Fire Safe Council while also authorizing Community Development Director and the Fire Chief to act as liaisons to the BCFSC during the formation process. This was done by the following vote:

Motioned by: Vice Mayor Smith

Seconded by: Council Member Thomson

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

5. **CONSIDER AND APPROVE IMPLEMENTATION OF NEOGOV'S RECRUITING AND APPLICANT TRACKING SYSTEM SOFTWARE**

The City Council directed staff to bring this item back at the August 5, 2025 meeting.

6. **DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT ANNUAL 2025-26 FISCAL YEAR BUDGET**

The City Council approved the FY 2025-25 budget by the following vote:

Motioned by: Vice Mayor Smith

Seconded by: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

7. **INTEREST FORGIVENESS FOR REHABILITATION LOAN AT 1640 HAMMON AVENUE**

The City Council forgave accrued interest for an Owner-Occupied Rehabilitation loan #510 provided to Susan Billings (Akins) for repairs made to 1640 Hammon Avenue (APN: 013-053-005) by the following vote:

Motioned by: Council Member Thomson

Seconded by: Vice Mayor Smith

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

NOES: None

RECUSED: Mayor Pittman

ABSENT: Council Member(s) Reynolds and Goodson

8. **INDUSTRIAL DISABILITY RETIREMENT RESOLUTION FOR MICHAEL SEARS**

The City Council approved the attached CalPERS Resolution No. 9395 required for an industrial disability retirement for Michael Sears by the following vote:

Motioned by: Council Member Webber

Seconded by: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: Council Member(s) Reynolds and Goodson

9. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8

The City Council approved initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26. The Council adopted Resolution No. 9398 and authorized any necessary budget adjustments to the Annual Assessment Report by the following vote:

Motioned by: Vice Mayor Smith

Seconded by: Council Member Thomson

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

NOES: None

ABSTAINED: None

ABSENT: Council Member(s) Reynolds and Goodson

10. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9

The City Council approved initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26. The Council adopted Resolution No. 9397 and authorized any necessary budget adjustments to the Annual Assessment Report by the following vote:

Motioned by: Council Member Thomson

Seconded by: Council Member Reynolds

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

NOES: None

RECUSED: Council Member Johnstone and Mayor Pittman

ABSENT: Council Member Goodson

11. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 11, 13, 16, 18

The City Council approved initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26. The Council adopted Resolution No. 9399 and authorized any necessary budget adjustments to the Annual Assessment Report by the following vote:

Motioned by: Council Member Thomson

Seconded by: Council Member Reynolds

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

NOES: None

RECUSED: Council Member(s) Reynolds and Johnstone

ABSENT: Council Member Goodson

12. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7-10, 12, 14, 15, 17

The City Council approved initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26. The Council adopted Resolution No. 9400 and authorized any necessary budget adjustments to the Annual Assessment Report by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Vice Mayor Smith

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

13. ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2025/26 TAX ROLL

The City Council approved Resolution No. 9401 certifying that the Sewer Service charges to be levied on the 2025/26 tax roll are in compliance with Proposition 218 by the following vote:

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

NOES: None

ABSTAINED: None

ABSENT: Council Member(s) Reynolds and Goodson

PUBLIC HEARINGS

NONE THIS MEETING.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – None.
2. Correspondence
 - i. BAHD Monthly Report June 2025

ADJOURN THE MEETING

The meeting was adjourned at 5:38PM.

Brian Ring, City Clerk

David Pittman, Mayor

CITY OF OROVILLE



PUBLIC WORKS DEPARTMENT CITY COUNCIL UPDATE

JUNE 2025

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

Date: 7/15/2025

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

Airport Division

Operations:

- Fuel Sales:
 - 1,902 gallons of AVGas,
 - 1,113 gallons of Jet A
- Refreshed Based Aircraft spreadsheets for submission to FAA as part of Airport Layout Plan (ALP) update
- Standby for debris cleanup (coordination with Public Works) following July 4 fireworks show (potential for impact to runways)
- Vegetation Management
 - Cal-Fire burning operations for 90% of airport vegetation
 - Vegetation management of remaining vegetation following Cal Fire burning operations
- Worked with legal team on pending hangar tenant evictions for lack of payment



Maintenance:

- FAA Grant pre-application preparation and submission to council for pre-approval of acceptance
- Replacement of electric gate opener on gate #2 off Airport Parkway
- Daily lighting inspections
- Daily FOD inspections

Projects:

- Worked with FAA on preliminary request for potential fireworks at airport (once later scheduled at golf course).

Engineering Division

Hewitt Park Update

Hewitt Park is chugging along, \$370k in contingency.

Community Day on August 12th. Site will be accessible from the sidewalk so community members can see the progress so far. Targeting an hour or 2 in the morning.

Corporation Yard Update

Contractor: United Building Contractors (UBC)

Architect: Studio W

Phase 1 award amount: \$30,000

Contract Award: April 15th, 2025

Discussion:

Programming and Schematic Layout has progressed over the last 3 months. The Public Works Department team and UBC have been focusing solely on Need-To-Have requirements/capabilities, and excluding anything considered to be extra or excessive.

The original duration of 60 days for a Guaranteed Maximum Price (GMP) has proven too short as there were several significant unknowns and missing documents. Further research, interviews, and site investigations/as-built acquisition impacted timely execution. An updated schedule has been provided.

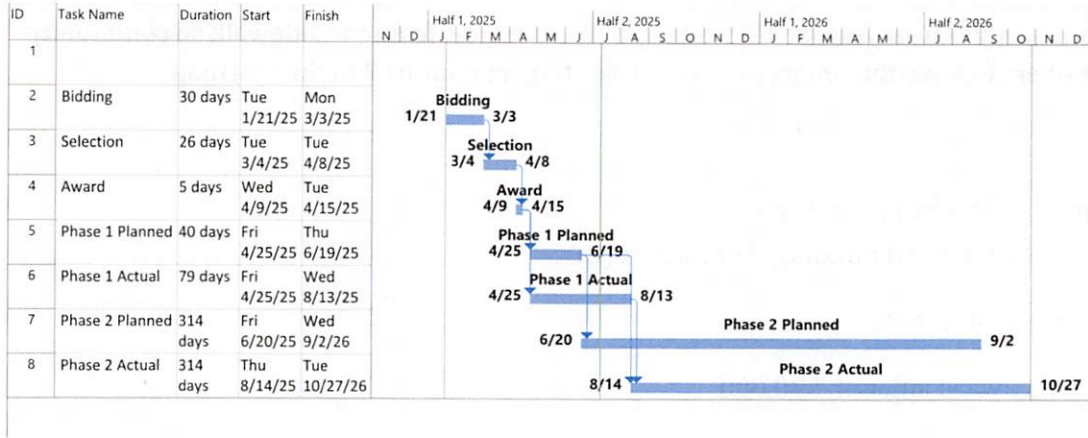
Project is viable with favorable interpretations of occupancy/using alternate means and methods with building code reviews.

Risks to Budget:

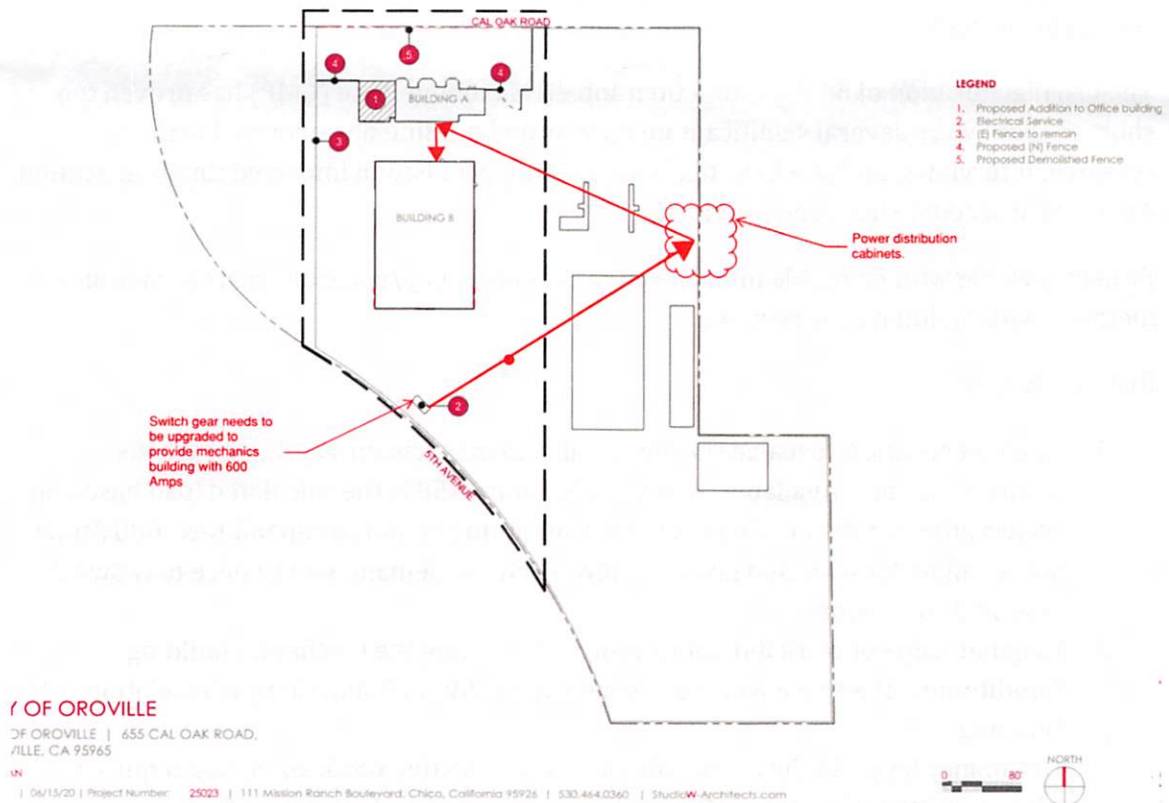
1. Site investigation revealed the electrical load in mechanics building exceeds available supply. Available supply is 150 amps, 450 is the calculated load based on observations of the existing Corp Yard and future required capabilities. 600 Amps would allow for expected growth. New electrical demand will require new switch gear and conductors.
2. Original scope of work did not include conditioning the mechanics building. Conditioning the space will require a 40-ton HVAC unit and thermal insulation of the building.
3. Occupancy levels in the office building due to meeting room sizes may require a higher number of restroom facilities and fixtures based on square footage. Opportunities exist to classify the facility to the City's advantage and keep the required number in the "normal" range.

Reworking fencing and vehicle entrance layout was not in the original scope – Need to have, low on the recommended priority list.

Updated schedule:



Power challenges:



Sample office building layout – pre-decisional

LEGEND

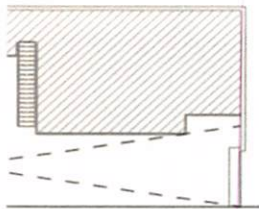
1. Reception & Lobby
2. Breakroom / Kitchen
3. Restroom
4. Touchdown Room & Public Works Director
5. Public works division - Meeting A space
6. Division Manager Office - Wade
7. Public works division street, tree and parks lead (3 desks, 2 plan reading reading stations)
8. Division Manager office - Jamie
9. Utility Leads office
10. Training space
11. I.T. / Server
12. Women's locker room
13. Women's restrooms
14. Mens locker room
15. Mens restrooms
16. Public works division - meeting space (B)
17. Communal laundry

NOTES

(BUILDING AREA = 4,795 SF)

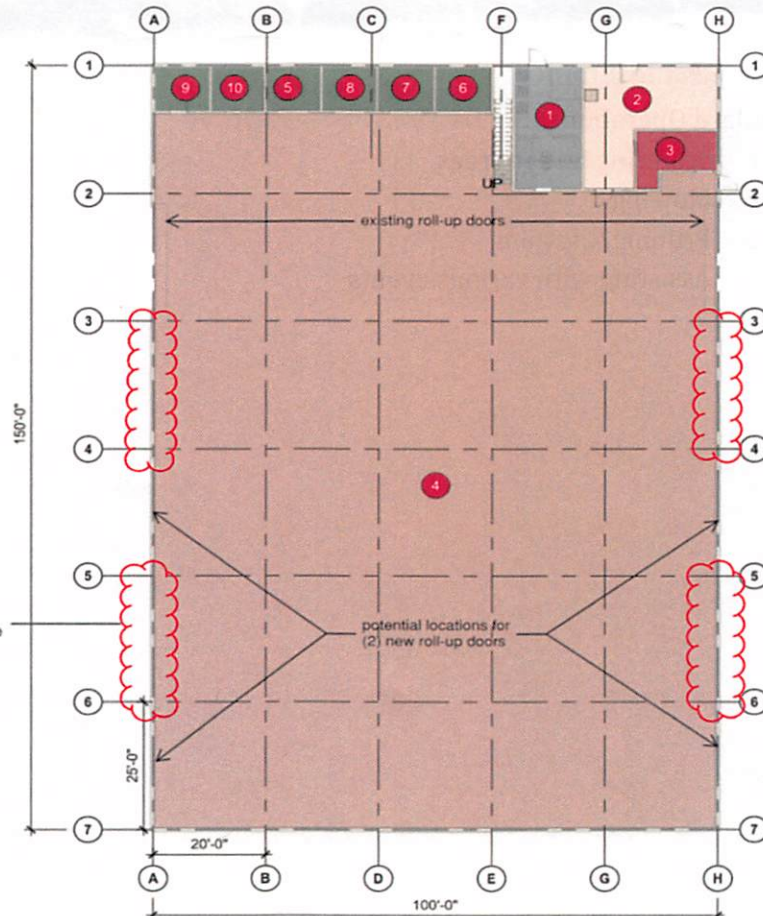
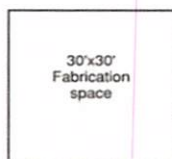


Sample mechanics building layout – Pre-decisional



1

Structural bays located between grids 3 & 4 and 5 & 6. Studio W recommends not placing roll up doors in these locations due to added cost.



LEGEND

1. Multi-user Restrooms
2. Mud & Tool room
3. Office
4. Shop
5. Storage - Unassigned
6. Storage - Mech.
7. Storage - Pipe
8. Storage - Irrigation
9. Storage - Plans
10. Storage - Sewer
11. Existing mezzanine to rer

NOTES

- Original program 2 separated shops se demising wall. PW st be 1 singular space
- Plans are drawn bas as-built drawings and measurements

FIRST FLOOR (FLOOR AREA = 15,000 SF)



Streets and Storm Drain Division

Operations:

- Equipment challenges – sweeper and patching trailer need servicing

Maintenance:

- CityWorks painting red curbs near Wyandotte Academy. Will be looking at painting additional red curbs around other schools and refreshing school yellow striping.
- Three beaver dams in our open channels. Working to get those removed.
- Storm drain cleaning near Rosben and C Street for upcoming PG&E project



Parks & Trees Division

Operations & Maintenance:

- Standard Operations:
 - Watering Street Trees
 - Mowing
 - Pruning/Cleaning
 - Assisting with various events

Museums

Operations

- Museum Closures: Nature Center and Antique Tool Museum remain closed for building and exhibit maintenance.
- Modified Hours: Starting August 2025, Lott Home will only be open on Saturdays from 10:30 am to 2:30 pm until the end of season. This is due to lack of staffing, conditions in home during summer heat, and lack of visitation on Fridays.
- Strategic Planning: Lott Home undergoing strategic planning process with Docent Committee to increase accessibility.
- Docent Association: Curator is working with DA to update bylaws and handbook.
- Volunteer recruitment: recruited 3 new volunteers in May/June/July.
- Events/programs: Curator/Docents will be tabling at the Hmong Family Fun Day on August 9. Planning for fall/winter events underway.
- Preservation: Housekeeping plans for all museums are in development.



Maintenance

- Pioneer Museum roof and HVAC receiving bids
- Antique Tool Museum roof in need of repair to prevent leaking.
- Curator is working with Parks team to fulfill agreement to remove Bolt name from Antique Tool Museum, including signage on building.
- Curator to procure housekeeping supplies to conduct exhibit maintenance in all museums.
 - Nature Museum taxidermy to be cleaned and treated after purchase of a chest freezer.

Projects

- Chinese Temple documentary update: Curator has made contact with documentary creator and director. The film is still in the editing process. Estimated completion date to be determined.
- Chinese Temple augmented reality virtual exhibition near completion. Curator working with CSU Anthropology Student and Chinese Historical Society to complete 3-D scanning of artifacts.
- Nature Center specimen inventory and freeze treatment.

Electrical Division

Projects:

- Asset identification system
- Coordination with Caltrans on streetlights hit by vehicles along SR162
 - Maintenance Agreement Research

Fleet Division

Operations:

- New Mechanic starting 8/4

Projects:

- New Fuel Station Kiosk – project underway, coordinating with Contractor

Sewer Division

Maintenance:

- New impeller installed
- Painting interior of Glen lift station
- CCTV in Foothill area

Additional Notes & Attachments:

- Alyssa working with Managers on potential reorganization of Public Works Department. Looking closely at job descriptions and plans to backfill the Assistant Director/City Engineer role.
- Catalis 311 System roll-out – preparing for training
- Researching training opportunities available to staff – technical and soft skill
- Office Space Rotations
- CMMS Implementation Continues – looking to get staff trained in the next few weeks
- Working closely with CalWater on their Washington Avenue water main project



**August 05, 2025
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 Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Four Cases.
2. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees

OPEN SESSION

1. Announcement from Closed Session – Direction given; no action taken.
2. Pledge of Allegiance – Led by Council Member Johnstone
3. 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

ABSTAINED: None

ABSENT: Council Member Thomson

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Spencer Holtom, Brenda Narayan, Jeff McClure, Natalie Deakins, Amy Jernigan, The CameraMan, Brian Wong and Bill Speer.

1. Council Announcements and Reports

Council Member Webber: Spoke on the backpack, school supply and haircut event put on by Tank the Barber at the Southside Community Center. He stated the support received and the turnout from the community members was amazing.

Mayor Pittman: Shared that Mission Esperanza should be ready to start accepting clients this week. He thanked the collaborating agencies for their participation and assistance with the opening of Mission Esperanza. He stated that out of the recent SBF meeting that happened it was announced that DWR will be giving the City an extra two hundred thousand dollars annually for projects in Oroville. Lastly, the 100th birthday celebration for Lyle Phillips turned out well.

2. Administration Reports

Brian Ring, City Administrator: Reminded the Council and that online/in attendance that the evening was also “National Night Out” and there is an event called “Cone with a Cop” happening at Unicone until 7PM.

Ron, Belser, Code Enforcement Director : Briefly spoke on the “dog case” that happened in Southside Oroville. There were 38 dogs living in a house and the dogs were malnourished and not taken care of. He thanked his incredible Code Enforcement team, and specifically Amber Howard-Brown for her initiative to take care of what needed to be handled. He addressed a brief complaint that was given during public comment. Lastly, he shared that Dolce Sanchez has come on board for Community Navigation services to work alongside Bert Taylor and she’s been a wonderful new addition to the team.

Alyssa Stutz, Public Works Director: See attached report (given to the Council Members during the meeting).

CONSENT CALENDAR

Consent calendar **items 1 – 4** were 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

ABSTAINED: None

ABSENT: Council Member Thomson

1. AWARD ABC NICK’S PIONEER TOWING THE ABANDONED VEHICLE ABATEMENT TOWING SERVICE CONTRACT

The City Council awarded ABC Nick’s Pioneer Towing with the abandoned vehicle abatement towing service contract.

2. POSITION REASSIGNMENT IN FINANCE

The City Council approved a reassignment of positions in the Finance Department. Specifically, staff request removing one vacant Accounting Tech position and adding a Payroll Technician. This will result in a total of two (2) Payroll Technicians.

3. AWARD OF CONTRACT; TOPOGRAPHIC SURVEY FOR 655 CAL OAK

The City Council approved awarding a contract to NorthStar Engineering, of Chico for topographic survey services on the new City of Oroville Corporation Yard in the amount of \$7,500.00.

4. INVESTMENT BROKERAGE FIRM CHANGE

The City Council approved a change from LPL Financial to Ameriprise Financial, to be the new broker for Building Bridges Financial Advisors, who assists the City with financial investments.

5. RESOLUTION RECOGNIZING KASEY DAHL FOR EXTRAORDINARY EFFORTS

The City Council approved Resolution No. 9405 recognizing Kasey Dahl.

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

REGULAR BUSINESS

6. APPOINTMENT OF ERIN LACKEY TO THE ART COMMISSION

The City Council appointed Erin Lackey to the Oroville Arts Commission with a term of August 5, 2025 – August 5, 2029 by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Vice Mayor Smith

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Thomson

7. NEOGOV'S RECRUITING AND APPLICANT TRACKING SYSTEM SOFTWARE

The City Council approved a 2-year agreement with NeoGov's recruiting and applicant tracking system software by the following vote:

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

ABSTAINED: None

ABSENT: Council Member Thomson

8. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2025/26

The City Council shall approved the annual special tax relating to the City's Community Facilities Districts ("CFD's") by adopting Resolution No. 9402 and 9403. They also authorized the Mayor to sign all Proposition 218 certificates for inclusion on the 2025/26 Butte County Tax Roll by the following vote:

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

RECUSED: Council Member Johnstone

ABSENT: Council Member Thomson

PUBLIC HEARINGS

The Public Hearings were opened at 5:53PM

9. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8

The City Council approved the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26 by the following vote:

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

ABSTAINED: None

ABSENT: Council Member Thomson

10. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9

The City Council approved the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Webber

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

NOES: None

RECUSED: Council Member Johnstone, Mayor Pittman

ABSENT: Council Member Thomson

11. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 11, 13, 16, 18

The City Council approved the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Webber

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

NOES: None

ABSTAINED: Council Member Johnstone, Vice Mayor Smith

ABSENT: Council Member Thomson

12. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7, 10, 12, 14, 15, 17

The City Council approved the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26 by the following vote:

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

ABSTAINED: None

ABSENT: Council Member Thomson

13. BUTTE COUNTY PROP 218 RESOLUTION FOR FISCAL YEAR 2025-26

The City Council adopted the Proposition 218 Compliance Resolution No 9404 by the following vote:

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

ABSTAINED: None

ABSENT: Council Member Thomson

Public Hearings were closed at 6:07PM.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

Item 6.

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

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

ADJOURN THE MEETING

The meeting was adjourned at 6:21PM.

Brian Ring, City Clerk

David Pittman, Mayor

CITY OF OROVILLE



PUBLIC WORKS DEPARTMENT CITY COUNCIL UPDATE

JULY 2025

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

Date: 8/05/2025

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

✈ Airport Division

Operations:

- Fuel Sales:
 - 1,885 gallons of AVGas,
 - 1,396 gallons of Jet A
- Refreshed Based Aircraft spreadsheets and submitted to FAA as part of Airport Layout Plan (ALP) update
- Vegetation Management
- Continued work with legal team on pending hangar tenant evictions for lack of payment
- Provided tour of hangars leased by Butte County Sheriff per their request as part of efforts to renew lease agreements



Maintenance:

- Lubricated various hangar doors
- Daily lighting inspections
- Daily FOD inspections

Projects:

- Continued upgrades to LED lighting as time allows
- Preparation for CUPA Inspection
- Preparation for contract award for crack seal project (once approved by Council)

Engineering Division

2000 Challenger Avenue Update

Final Report has been received from the contractor.

Project is viable to convert the existing facility to a Public Safety Facility, with some assumptions. The existing equipment bays cannot be modified to include a second story dormitory due to minimum ceiling height and egress requirements.

Projected cost is \$2.5M in today's dollars. Staff recommends a budget of \$4M to mitigate unforeseen conditions and increase in construction costs.

Site Plan, Areas circled in red will need to be modified to allow for fire engine ingress/egress.



Front Elevation, utilities circled in red will need to be relocated



Rear elevation:



Hewitt Park Update

Contract Award Amount: \$4,530,077

Current Contract Amount: \$4,567,585

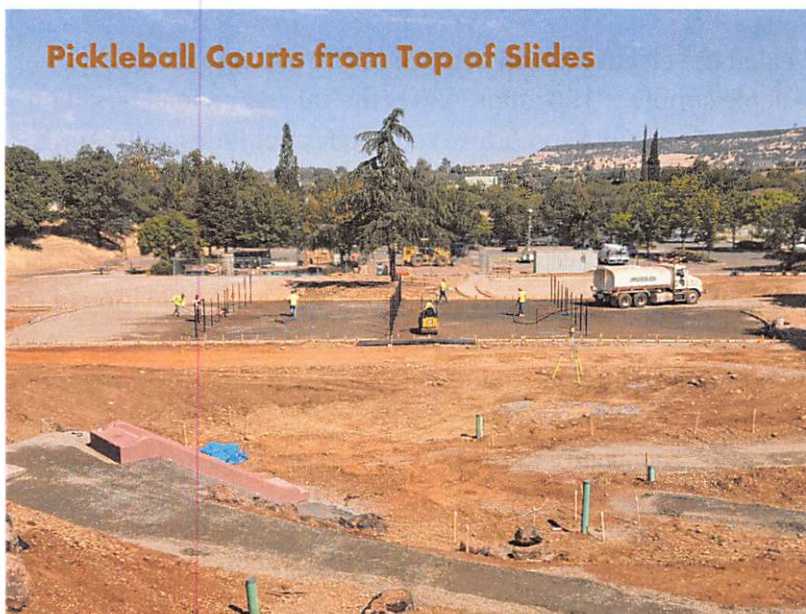
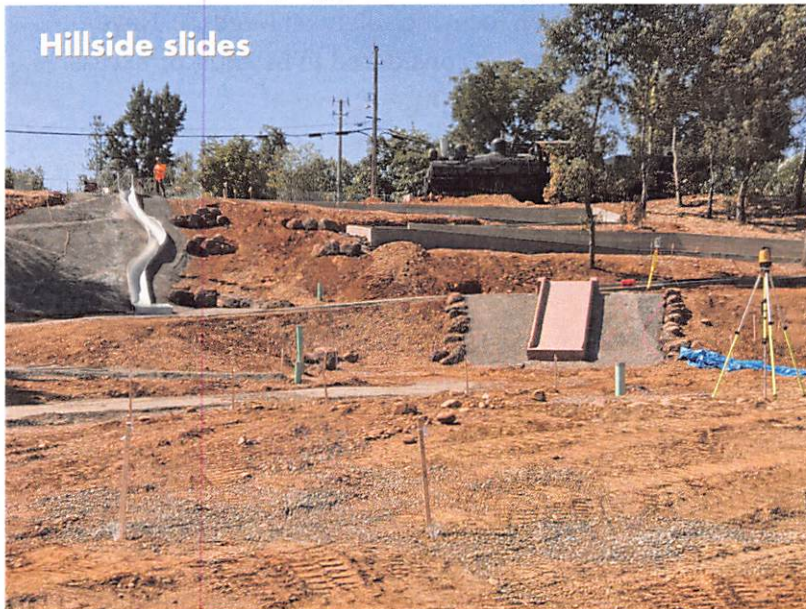
Current Change Orders Planned: \$88,845

Contingency Remaining (including Planned Change Orders): \$326,655

Work progressed on the hillside slides, mass grading, and pickleball courts. Playground equipment mark-out and installation began July 31st.

Pickleball concrete will be placed week of August 4th. Splash Park underground plumbing/drainage work will start in August. Climbing boulders near the slides will be installed.

Community Day on August 12th. Site will be accessible from the sidewalk so community members can see the progress so far. Targeting an hour or two, starting at 11 a.m.



Corporation Yard Update

Contractor: United Building Contractors (UBC)

Architect: Studio W

Phase 1 award amount: \$30,000

Contract Award: April 15th, 2025

Discussion:

Programming and Schematic Layout has progressed over the last three (3) months. The Public Works Department team and UBC have been focusing solely on Need-To-Have requirements/capabilities, and are excluding anything considered to be extra or excessive.

The City staff and shops forces are reviewing for operability and layout.

The original duration of 60 days for a Guaranteed Maximum Price (GMP) has proven too short as there were several significant unknowns and missing documents. Further research, interviews, and site investigations/as-built acquisition impacted timely execution. An updated schedule has been provided.

Early start of Accessibility Path will mitigate site improvement unknowns, bring down GMP.

Project team will bring GMP and proposed schematic layout to the Council for approval tentatively on September 2nd.

Project is viable with favorable interpretations of occupancy/using alternate means and methods with building code reviews.

Risks to Budget:

1. Site investigation revealed the electrical load in mechanics building exceeds available supply. Available supply is 150 amps, 450 is the calculated load based on observations of the existing Corp Yard and future required capabilities. 600 Amps would allow for expected growth. New electrical demand will require new switch gear and conductors.
2. Original scope of work did not include conditioning the mechanics building. Conditioning the space will require a 40-ton HVAC unit and thermal insulation of the building.
3. Occupancy levels in the office building due to meeting room sizes may require a higher number of restroom facilities and fixtures based on square footage. Opportunities exist to classify the facility to the City's advantage and keep the required number in the "normal" range.

Reworking fencing and vehicle entrance layout was not in the original scope – Need to have, low on the recommended priority list.



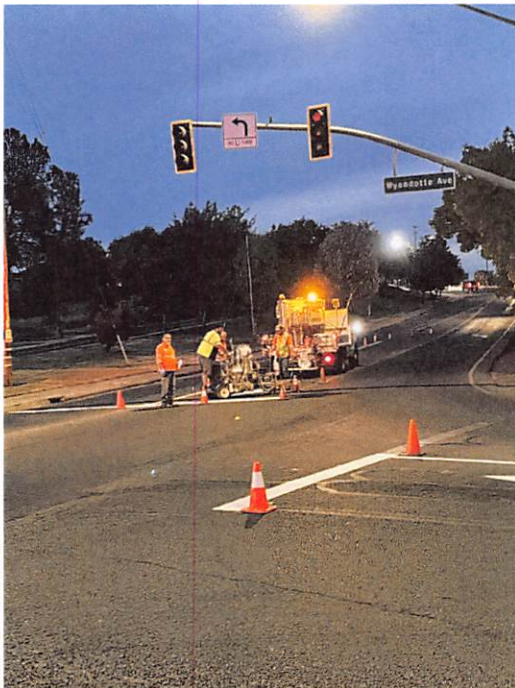
Streets and Storm Drain Division

Operations:

- Equipment challenges – sweeper and patching trailer need servicing.
- Various trainings including CMMS (Computerized Maintenance Management System – MobileMMS), First Aid/CPR, and others.
- Working around vacation schedules and holiday.

Maintenance:

- CityWorks painting red curbs near Wyandotte Academy. Will be looking at painting additional red curbs around other schools.
- Three beaver dams in our open channels. Working to get those removed.
- Storm drain cleaning near Roseben and C Street for upcoming PG&E project
- Road repairs on Gilmore Lane, Stormes Ave, Table Mtn Blvd, and Foothill Blvd totaling over 155 tons of asphalt and 21,000 square feet of asphalt repairs.
- Striped 3.5 miles of center line.
- Put raised reflective road markers on 2.4 miles of streets.
- Stencil painted crosswalks, legends, and lane lines in intersections of Lincoln and Wyandotte, Lower Wyandotte and Wyandotte, Lincoln and Mitchell, Myers and Wyandotte, and Table Mountain and Grand Ave.
- Painted STOP legends and bars along Pine St and Veatch St areas.
- Operated street sweeper 50 hours
-





Parks & Trees Division

Operations

- Worked 162 crew hours with Street Dept on asphalt repair
- Various trainings including MMS, First Aid/CPR, and others.
- Working around vacation schedules and holiday.

Maintenance:

- Cleaned parks and green areas 4 days a week.
- Mowed parks and green areas on a routine basis.
- Cleaned and weeded Landscape, Lighting, and Assessment Districts.
- Trimmed 164 street trees.
- Watered street trees for 146 crew hours.

- Sprayed herbicides throughout parks and green areas.
- Checked and made numerous irrigation repairs in parks and green areas.
- Worked weekends opening and closing museums and working numerous events in parks.
- Stump grind in various locations.
- Change A/C filters in various City facilities.



Museums

Operations

- Museum Closures and Modified Hours: Nature Center and Antique Tool Museum remain closed for building and exhibit maintenance. Starting August 2025, Lott Home will only be open on Saturdays from 10:30 am to 2:30 pm until the end of season. This is due to lack of staffing, conditions in home during summer heat, and lack of visitation on Fridays.
- Strategic Planning: Lott Home and other museums are undergoing strategic planning process to increase visibility and accessibility.
- Docent Association: Curator is working with DA to update bylaws and handbook; Curator is seeking consultation from City Attorney, as well.
- Events/programs: Curator/Docents will be tabling at the Hmong Family Fun Day on August 9. Planning for fall/winter events is underway, including Salmon Festival and Halloween. Curator is working coordinating tea events at Lott Home and Chinese Temple with Lagom Tea Infusions.
- Preservation: Housekeeping plans for all museums are in development. Museum cleanings are scheduled/in progress to prepare for upcoming events. Nature Center taxidermy to be cleaned and treated after purchase of a chest freezer.

Maintenance

- Pioneer Museum roof and HVAC receiving bids.
- Antique Tool Museum roof in need of repair to prevent leaking.
- Curator is working with Parks team to fulfill agreement to remove Bolt name from Antique Tool Museum, including signage on building.

Projects

- Chinese Temple documentary update: Curator has made contact with documentary creator and director. The film is still in the editing process. Estimated completion date to be determined.
- Chinese Temple augmented reality virtual exhibition near completion. Curator working with CSU Anthropology Student and Chinese Historical Society to complete 3-D scanning of artifacts.





Electrical Division

Projects:

- Asset identification system
- Have taken over and completed the monthly service of traffic signals and streetlights for the month of July from St Francis
- Received new Electrical truck. To be put in service soon. Giving the electrical division the ability to be working/responding to multiple locations if needed.
- Coordination with Caltrans on streetlights hit by vehicles along SR162
 - Maintenance Agreement Research



Fleet Division

Operations:

- New Mechanic started 8/4 - Sean Donohue
- Numbers for departments for month of July the mechanics have facilitated repairs and service for vehicles and equipment. Police department 23 - Parks department 8 Street department 13 – Code enforcement 3 – Sewer department 6
- Completed Police department speedometer calibration of 15 police cars (this is not included in the numbers above)

Projects:

- New Fuel Station Kiosk – project underway, coordinating with Contractor



Sewer Division

Maintenance:

- Emergency Repair on Bird St. S14 – S15. Bottom of city sewer main missing, Extreme exfiltration of sewer. Received 3 bids for repair. Duke Sherwood was lowest and facilitated repair on 7/28/25
- Raised to grade and installed vertical lamp hole after utility strike by West Valley construction on city sewer main during Cal Water main replacement project at the intersection of Mitchell and Washington.
- During a recent CCTV inspection of asset HH1 – HH2, crews found multiple large rocks in the city sewer main. This seems to be happening more frequently now, and the sewer division would like to look into locking lids in key locations before we have a major sewer overflow

- In the month of July Cleaning crews cleaned 26,824 feet of pipe and CCTV 4,725 feet of pipe.

One of multiple rocks crews removed from asset HH1-HH2 a 10-inch sewer main



Bird St repair. Duke Sherwood

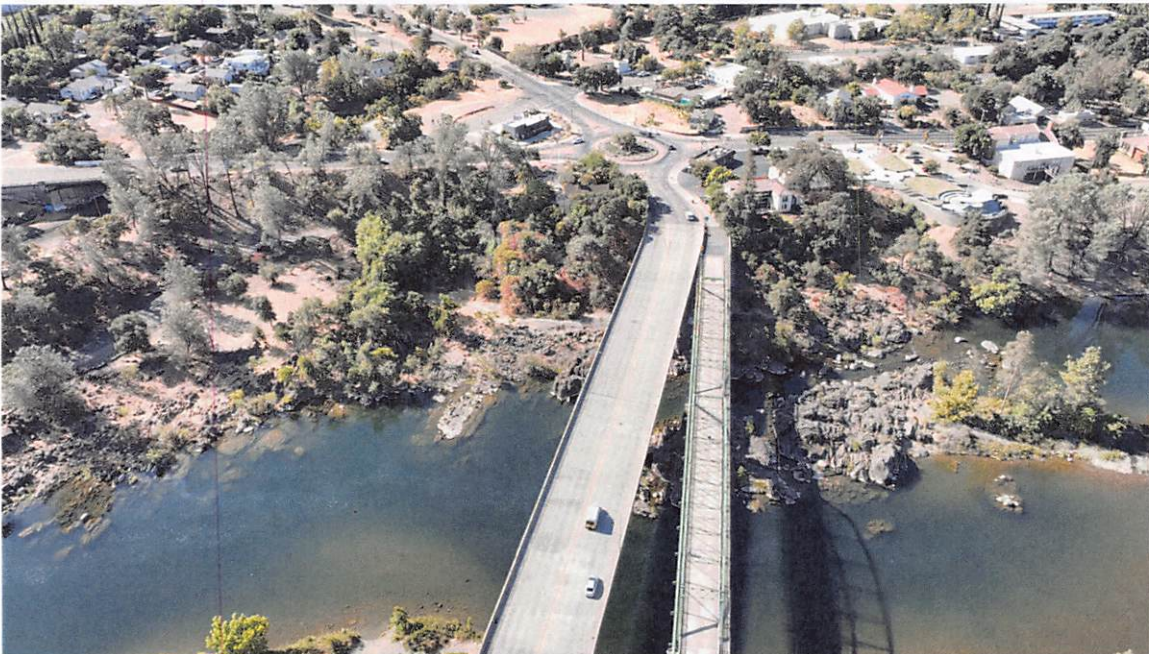


Finished Lamp hole Mitchell/Washington



Additional Notes & Attachments:

- Coordination with Caltrans, BCAG, and Mark Thomas continues for the Washington & Table Mountain Blvd Complete Streets project. Partnered with OPD for drone imagery.
- Coordination continued for Rule 20A Credits and Myers Street
- Fire in 72" Culvert – many discussions held about next steps on this. Looking for feasible alternatives to keep unhoused from entering critical public infrastructure. Partnered with CalFire for drone inspection of culverts.
- Drone Imagery Captured for two projects:
 - Washington & Table Mountain Blvd
 - Fire in 72" Culvert near Central School Basin
- Plan review continued for Riverbend Apartments
- California Transportation Commission ATP Site Tour occurred on 7/21/25.





Trash pile and concrete in 72" Culvert





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS
FROM: ALYSSA STUTZ; DIRECTOR OF PUBLIC WORKS
RE: ADDITIONAL STOP SIGNS ON BIRD STREET AT DOWNER STREET
DATE: AUGUST 19, 2025

SUMMARY

The City Council shall provide direction to staff regarding the installation of additional stop signs at the intersection of Bird Street and Downer Street to convert the intersection from a two-way to an all-way stop. Currently, Bird Street operates as a through street, with stop control only on Downer Street. Due to consistent pedestrian traffic crossing Bird Street, staff have been requested to convert the intersection to an all-way stop to improve pedestrian safety and reduce vehicle-pedestrian conflicts.

DISCUSSION

Bird Street is a key corridor with regular vehicular traffic and notable pedestrian activity. There is a public parking lot at the southeast corner which invites foot-traffic to the intersection. The current two-way stop configuration requires only Downer Street traffic to stop, which can create hazards for pedestrians crossing Bird Street due to continuous eastbound and westbound vehicle flow.

Staff has reviewed the California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines for all-way stop installations.

IMPLEMENTATION PLAN

If direction to staff is to proceed with conversion of the intersection from a two-way to an all-way stop, the Public Works Department will:

- Install stop signs for eastbound and westbound Bird Street approaches.
- Refresh pavement markings, add STOP pavement markings.
- Monitor compliance and effectiveness after installation.
- Provide temporary public outreach and notification to nearby residents and businesses prior to installation.

All work will comply with CA MUTCD standards and City specifications.

FISCAL IMPACT

The cost of materials is estimated at \$1,200.00 and will be funded through the Public Works Street Signs and Markings budget 1001170-6225.

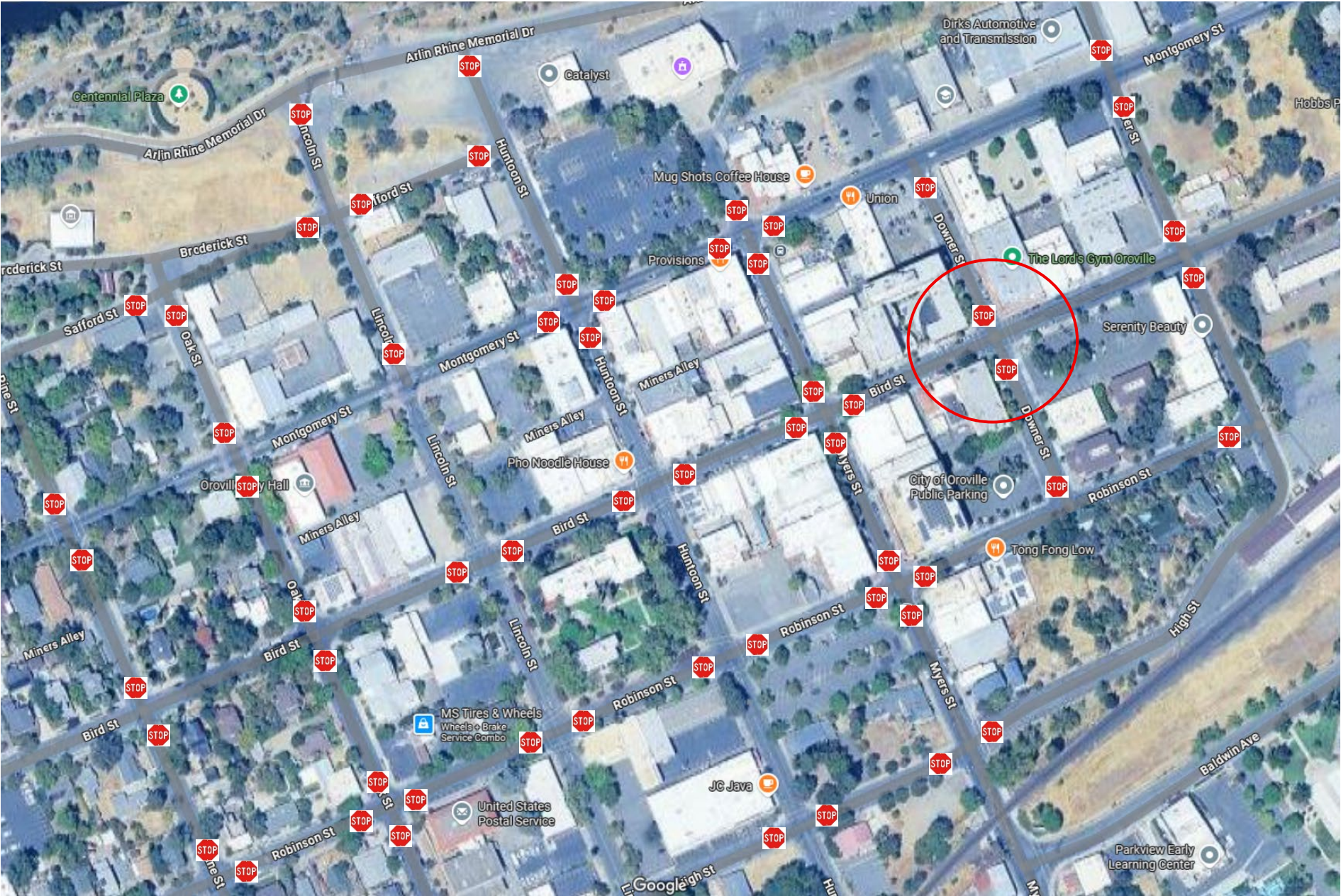
ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF REGARDING THE INSTALLATION OF STOP SIGNS FOR EASTBOUND AND WESTBOUND TRAFFIC ON BIRD STREET AT THE INTERSECTION OF BIRD STREET AND DOWNER STREET.

ATTACHMENTS

1. Intersection Maps – Historic Downtown and Bird Street and Downer Street

Map of Historic Downtown Intersections





Engineering Study – All-Way Stop Warrant Analysis

City of Oroville

Location: Bird Street at Downer Street

Date: August 15, 2025

Prepared by: Alyssa Stutz, Public Works Director / Acting City Engineer

1. Intersection Description

Bird Street: Two-lane local street (as determined from the Caltrans Functional Classification). No posted speed limit sign. Average daily traffic and turning movements, see figures at the end of the report.

Downer Street: Two-lane local street (as determined from the Caltrans Functional Classification). No posted speed limit sign. Average daily traffic and turning movements, see figures at the end of the report.

Land Use: Mixed

Pedestrian Generators: Businesses, public parking lot

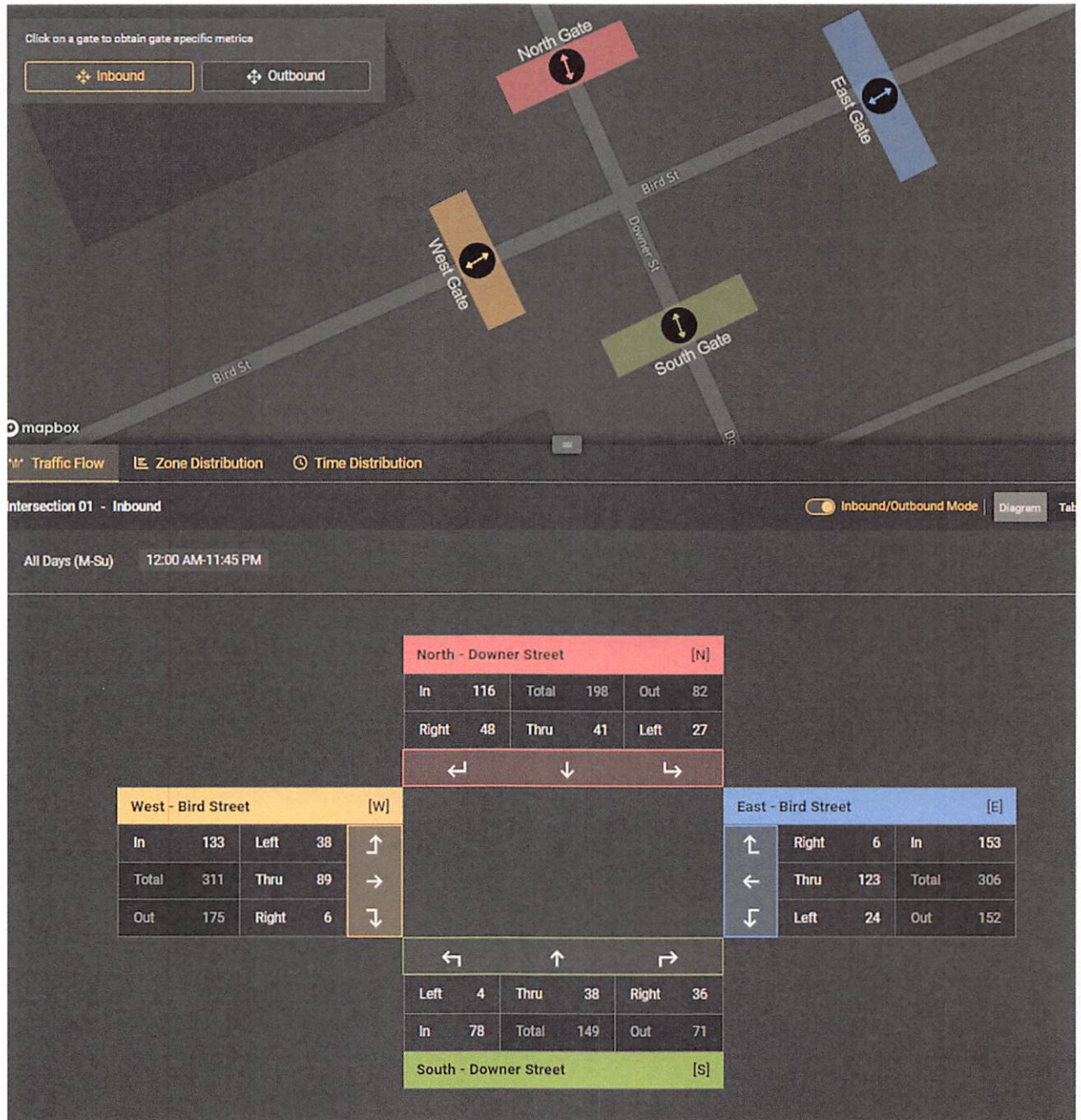
2. Existing Traffic Control

Two-way stop control on Downer Street only.

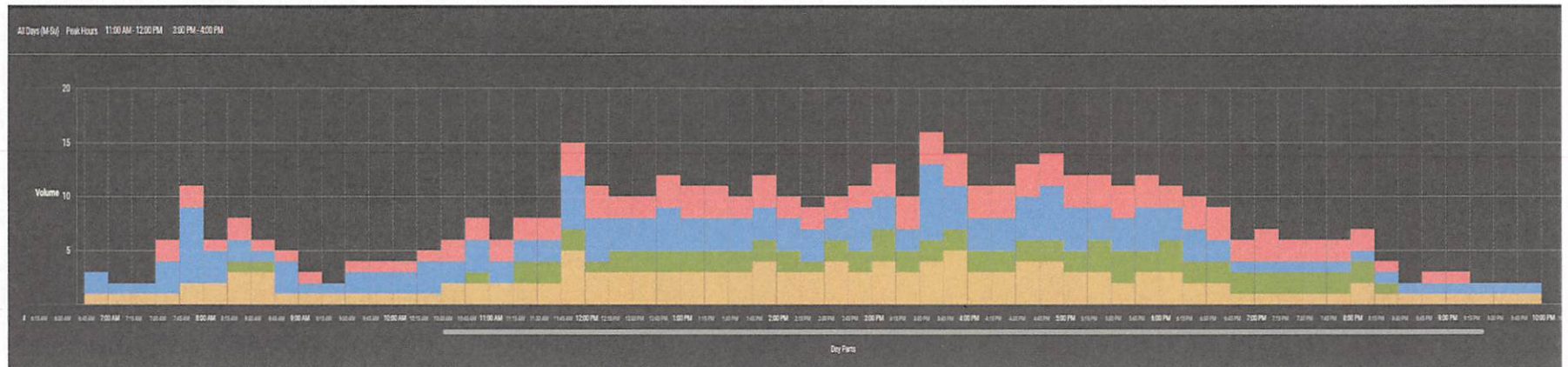
Bird Street operates as a through movement (east-west).

3. Traffic Volume Data

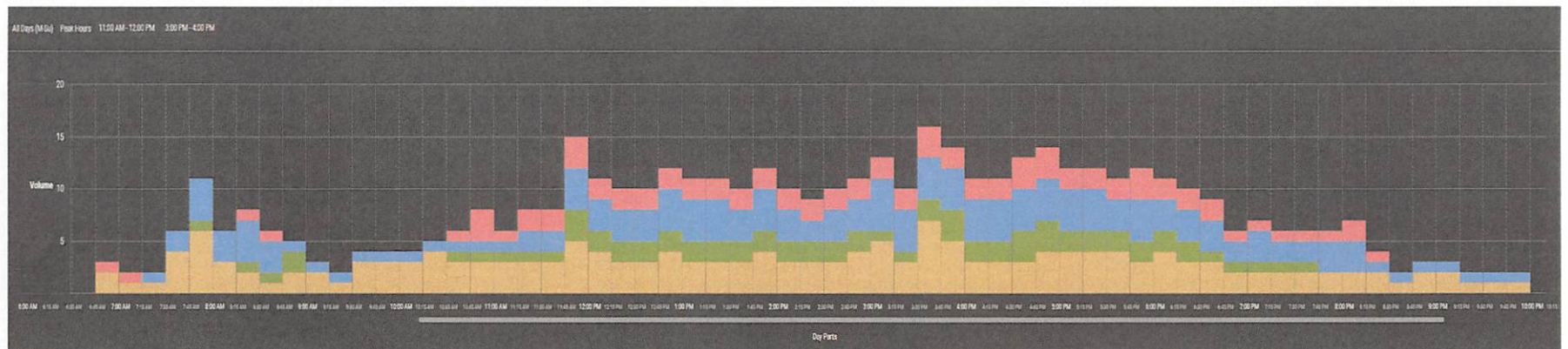
TURNING MOVEMENTS:



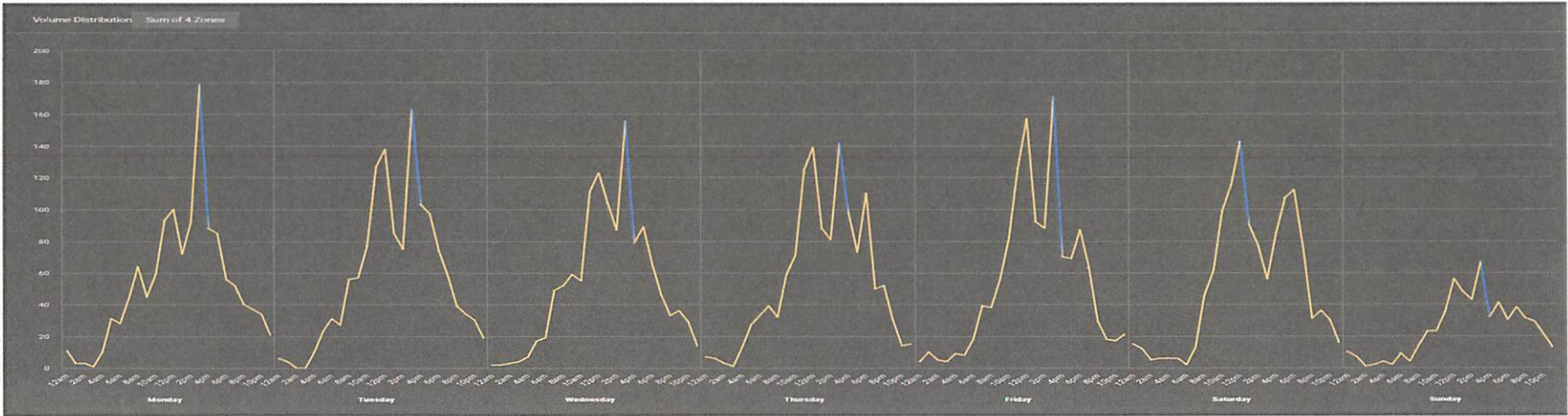
INBOUND TIME DISTRIBUTION:



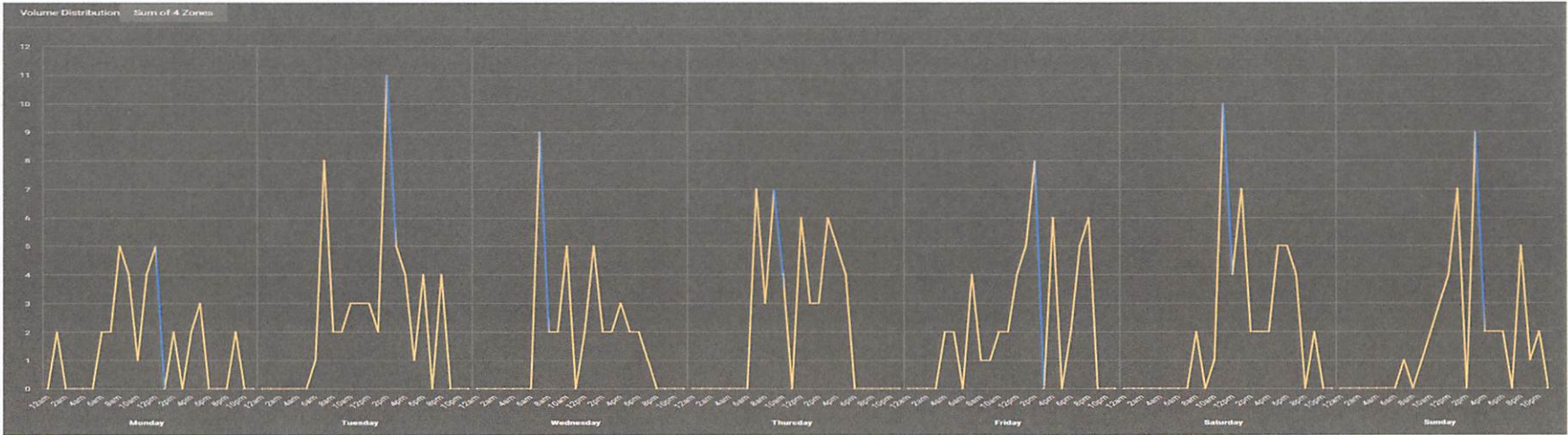
OUTBOUND TIME DISTRIBUTION:



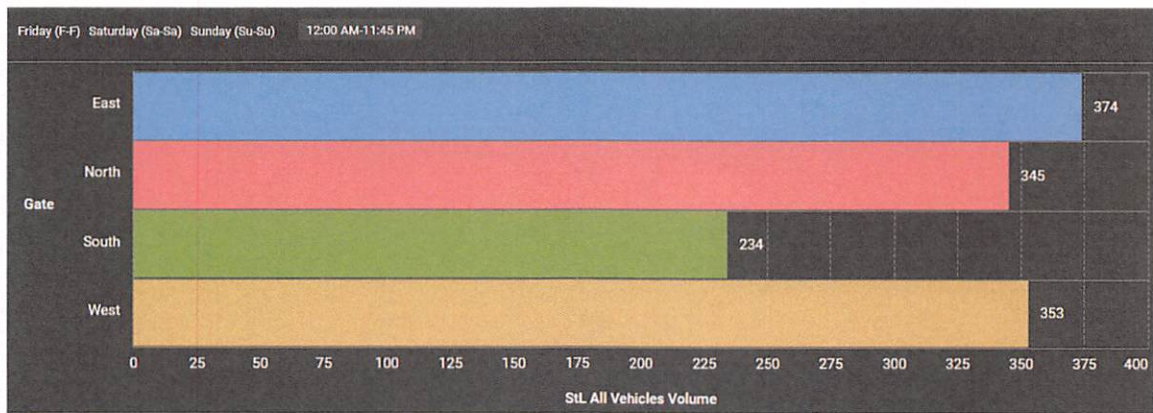
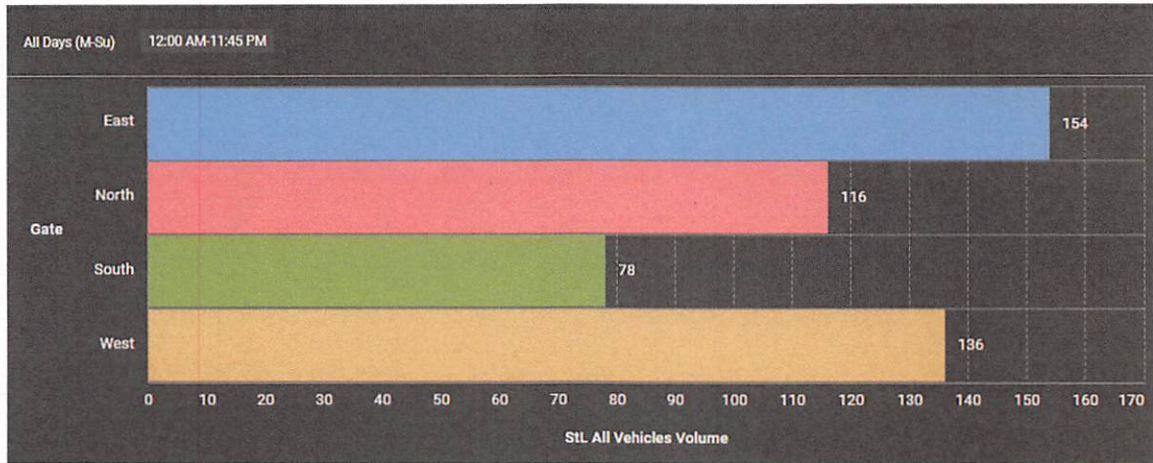
PEDESTRIAN VOLUME PER DAY ON AVERAGE



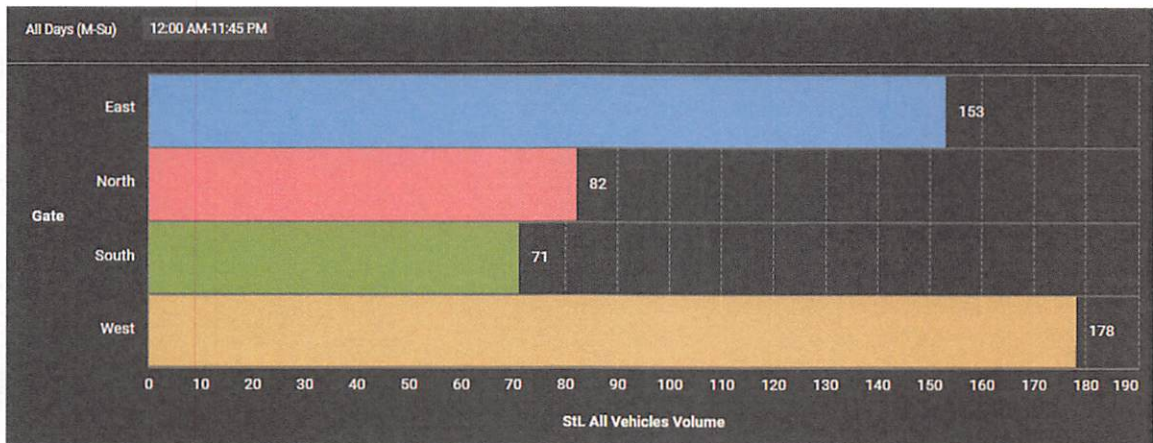
BICYCLE VOLUME PER DAY ON AVERAGE

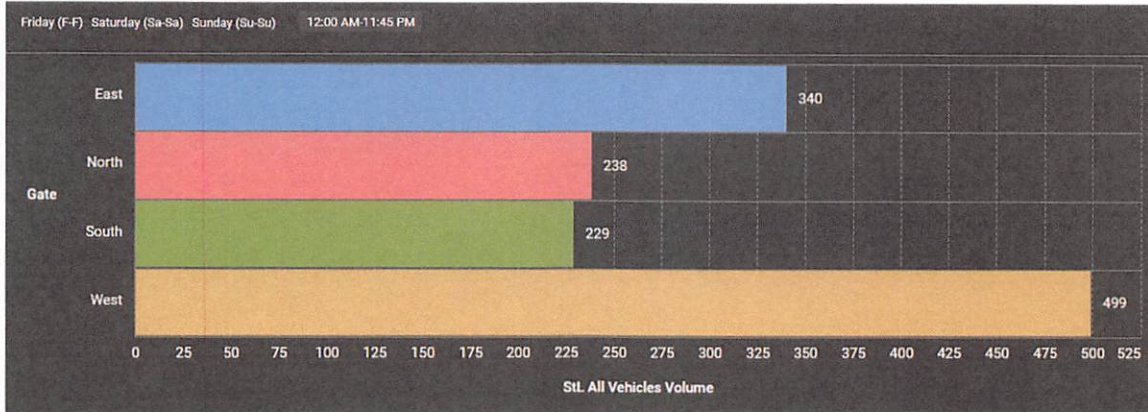


ZONE DISTRIBUTION INBOUND:



ZONE DISTRIBUTION OUTBOUND:





4. Crash History – Past 5 Years

No crash history over the last 5 years according to the Traffic Injury Mapping System (TIMS), only anecdotal data.

5. Sight Distance Assessment

The intersection is located in Oroville's historic downtown, where three of the four corners are occupied by historic commercial buildings constructed directly at the property line. These buildings limit driver sight distance when approaching the intersection, as visibility is restricted until vehicles are near the stop line. The fourth corner is a public parking lot, which opens up the view on that approach and provides comparatively greater visibility. Overall, the constrained right-of-way and the presence of zero-setback buildings create a tighter urban intersection with reduced sight triangles compared to modern design standards.

6. MUTCD Warrant Evaluation Table

Crash History – Five or more reported crashes in a 12-month period that could be corrected by an all-way stop.

Traffic Volumes – The vehicular volume entering the intersection from the major street approaches averages at least 300 vehicles per hour for any 8 hours of an average day and the combined vehicular, pedestrian, and bicycle volume on the minor street approaches averages at least 200 units per hour for the same 8 hours.

Pedestrian Safety – Documented pedestrian crossings where vehicle gaps are insufficient for safe passage.

Special Conditions - Locations near schools, parks, senior centers, or pedestrian-heavy generators. Locations with restricted sight distance. Locations with

unusual conditions where engineering judgment indicates an all-way stop will improve safety and operation.

Warrant Type	CA MUTCD Criteria Met? (Yes/No)	Supporting Data / Notes
Crash Experience	No	Less than 5 reported crashes in a 12-month period
Minimum Vehicular Volume	No	Less than 300 vehicles per hour for any 8 hours of an average day
Minimum Pedestrian Volume	No	Peak times show approximately one vehicle per minute, which does allow gaps for passage
Combination of Conditions	No	
Special Conditions (Schools, senior housing, high pedestrian activity)	Yes	Public Parking Lot, Student Dormitory, High Pedestrian Activity

7. Recommendation

While the analysis shows that this intersection could continue as a two-way stop, installation of an all-way stop at Bird Street and Downer Street is recommended. This installation is expected to improve pedestrian safety, provide equitable crossing opportunities, and reduce vehicle-pedestrian conflicts.

Engineer's Signature: _____

Date: _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: EMPLOYMENT CONTRACT AMENDMENT WITH PATRICK PIATT,
COMMUNITY DEVELOPMENT DIRECTOR**

DATE: AUGUST 19, 2025

SUMMARY

The City Council shall consider an amendment to the employment contract with Patrick Piatt, Community Development Director, that would advance Mr. Piatt from Step E, \$150,123 annual salary to Step F, \$158,028 annual salary.

DISCUSSION

Patrick Piatt accepted the position of Community Development Director and entered into a three-year employment contract with the City on August 7, 2023. The contract provides for a performance evaluation each year of the contract, where with a satisfactory review, consideration is given for a step increase. The Council directed the City Administrator to bring this contract amendment forward advancing Mr. Piatt from Step E, \$150,123 annual salary to Step F, \$158,028 annual salary.

The Government Code requires that all contracts for employment, including amendments, be approved at a regularly scheduled Council Meeting. The amendment to Piatt's employment agreement makes the following change:

- A salary advancement to Step F on the Department Head salary schedule, with an annual salary of \$158,028 with an effective date of August 18, 2025.
- Advancement of vacation accrual from one hundred sixty (160) hours per year, to one hundred sixty-eight (168) hours per year, with an effective date of August 18, 2025.

FISCAL IMPACT

This will represent an annual salary increase of \$7,905 and is included in the existing budget.

ACTION REQUESTED -

**ADOPT RESOLUTION NO. 9408 – A RESOLUTION OF THE OROVILLE CITY COUNCIL
AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE**

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PATRICK PIATT
– (AGREEMENT NO. 3464).**

ATTACHMENTS:

Contract #3464;
Contract Amendment #1;
Contract Amendment #2;
Contract Amendment #3; and
Resolution No. 9408

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9270**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PAT
PIATT**

(Agreement No. 3464)

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Pat Piatt. The Amendment is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

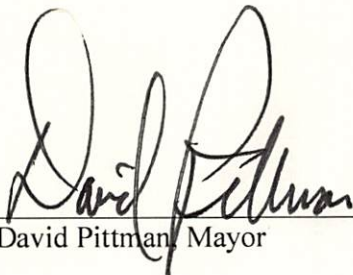
PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 2024, by the following vote:

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

NOES: None

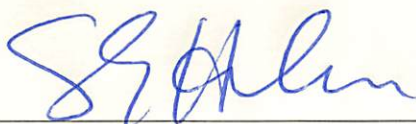
ABSENT: Council Member Riggs

ABSTAIN: None



David Pittman, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Kayla Reaster, Assistant City Clerk

**EMPLOYMENT AGREEMENT FOR DIRECTOR OF COMMUNITY
DEVELOPMENT BETWEEN THE CITY OF OROVILLE AND
PATRICK PIATT**

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Patrick Piatt ("Piatt"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Piatt as its Director of Community Development; and

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

WHEREAS, Piatt desires to be employed as the Director of Community Development of the City.

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

Section 1. Duties:

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

Section 2. Term; Termination; Severance Compensation:

- A. The term of this Agreement shall be effective June 4, 2024, and shall continue until August 7, 2026. On or before February 7, 2026 Piatt shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Piatt of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Piatt shall not be entitled to any compensation except for any accrued vested benefits as listed below.
- B. If Piatt resigns his position as Director of Community Development before the expiration date of the initial or any extended term of this Agreement, Piatt shall give the City a sixty (60) day written notice in advance. In such event, Piatt shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Piatt make such request.
- C. City may terminate this Agreement at any time with or without cause. If the City discharges Piatt from his position, without cause, as Director of Community Development, the City shall pay Piatt a lump-sum cash payment equal to six (6) months' salary. In addition, Piatt shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Piatt is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses

to terminate the agreement, Piatt shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

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

Section 4. Non-Industrial Injury/ Illness:

If Piatt becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Piatt acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to adjust Piatt from Step C to Step D of the department head salary schedule, to an annual base salary of \$142,619, effective May 27, 2024, and payable at the same time and manner as other Council Appointed Employees of the City are paid. Piatt shall also be provided with a one-time payment, paid along with the next regularly scheduled payroll following City Council adoption of this Agreement, in the amount of \$2175.00, less any applicable tax withholdings.

2024 Payment in Lieu of Cost-of-living Increase: Piatt shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level this payment is calculated to be \$4,065, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

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

Section 7. Hours of Work; Administrative Leave:

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

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Piatt shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Piatt shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

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

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:

Piatt shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Piatt shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:

Piatt shall accumulate vacation leave at the rate of twenty (20) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in his department head position until a maximum rate of 25 days per year is reached.

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

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

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

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

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

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

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

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

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

City Paid Medical Benefit after Retirement

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

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

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

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

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

1. New Year's Day
2. Martin Luther King Day

A-3464-1

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

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

Section 13. Technology Fee:

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

Section 14. Retirement:

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

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPR CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPR CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

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

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Piatt shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Piatt's duties as while employed by

the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

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

Section 18. Professional Development:

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

Section 19. General Expenses:

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

Section 20. Civic Club Membership:

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

Section 21. Indemnification:

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

Section 22. Bonding:

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

Section 23. Other Terms and Conditions of Employment:

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

Section 24. Notices:

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

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

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

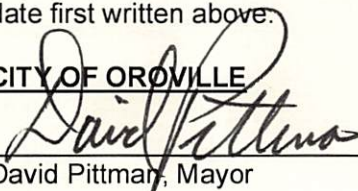
Section 25. General Provisions:

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

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

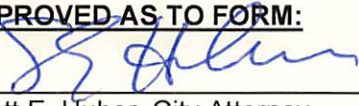
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE


David Pittman, Mayor


Patrick Piatt, Director of Community Development

APPROVED AS TO FORM:


Scott E. Huber, City Attorney

**AMENDMENT #1 TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND PATRICK PIATT**

This Amendment, dated August 20, 2024, is to the Employment Agreement ("Agreement") effective June 4, 2024, between the City of Oroville ("City") and Patrick Piatt ("Piatt").

In consideration of the terms and conditions herein, the City and Piatt agree that the Agreement shall be amended as follows:

1. SECTION 5 IS REPLACED WITH THE FOLLOWING:

City agrees to place Piatt at Step E of the Department Head salary schedule, an annual base salary of \$150,123 effective August 19, 2024 and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Patrick Piatt
Community Development Director

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND PAT PIATT**

(Agreement No. 3464-2)

This Amendment, dated May 6, 2025, is to the Employment Agreement ("Agreement") which was initially amended on August 20, 2024, between the City of Oroville ("City") and Pat Piatt ("Piatt").

In consideration of the terms and conditions herein, the City and Piatt agree that the Agreement shall be amended as follows:

1. SECTION 4 IS REPLACED WITH THE FOLLOWING:

Section 4. Non-Industrial Injury/ Illness:

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

2. SECTION 8 IS REPLACED WITH THE FOLLOWING:

Section 8. Bereavement Leave:

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

3. SECTION 10 IS REPLACED WITH THE FOLLOWING:

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:

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

Section 10.2 Vacation Leave:

Piatt shall accumulate vacation leave at the rate of one hundred sixty hours (160) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

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

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

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

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

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

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

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

4. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Pat Piatt, Director, Community
Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND PAT PIATT**

(Agreement No. 3464-3)

This Amendment, dated August 19, 2025, is to the Employment Agreement ("Agreement") #3464 between the City of Oroville ("City") and Pat Piatt ("Piatt").

In consideration of the terms and conditions herein, the City and Piatt agree that the Agreement shall be amended as follows:

1. SECTION 5 IS REPLACED WITH THE FOLLOWING:

Section 5. Salary:

City agrees to adjust Piatt from Step E to Step F of the department head salary schedule, to an annual base salary of \$158,028, effective August 18, 2025, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2. SECTION 10.2 VACATION LEAVE IS REPLACED WITH THE FOLLOWING:

Section 10.2 Vacation Leave:

Piatt shall accumulate vacation leave at the rate of one hundred sixty-eight (168) hours of vacation per year, effective August 18, 2025. Eight (8) additional hours per year shall be added to the accumulation rate, above, on the employee's anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

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

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

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

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

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

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

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

3. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Pat Piatt, Director, Community
Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9408**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AMENDMENT TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF OROVILLE AND PAT PIATT**

(Amended Agreement No. 3464-3)

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

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 19, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Brian Ring, City Clerk

Business Assistance and Housing Development

Item i.



JULY2025

Loan Portfolio Balance: \$49,455,499.86

Number of Loans	337	Loans in Default	3
Late Payment Notices	2	Late Insurance Notices	0
Annual Inspections Complete	287*	Annual Certs Received	268, 3 incomplete, 18 no response*
*Lowered due to payoffs removed from portfolio		*Lowered due to OCEMAP removed from cert list, not a program requirement	

Loans in Default-3

1. 785 Bird St. Notice of Default received and letter to homeowner mailed. The home was listed for sale but fell out of escrow. A Notice of Sale was recorded for 3/19/25. City approved not redeeming this foreclosure and letting it go to the primary lender. Sale was postponed to 08/06/2025.
2. 9 Midway. Notice of Default was recorded 12/30/2024. Letter sent to homeowner without response. Working on Staff Report for council Action. Payoff Sent to primary 5/1/25. Reconveyance was recorded 06/06/2025, City will start foreclosure process with Mid Valley Title. This process takes approximately 4 months to reach the sale date.

Deceased Borrower-1

3. 6 Golden Eagle Rd. Sent letter to the Estate 7/11/2024. Son is applying to assume the loan. Borrower submitted application and is eligible to assume. Staff is preparing the Loan Assumption Agreement to executed.

Loan Portfolio Analysis

Rehab Loans: 30 (\$1,048,472)	FTHB Loans: 272 (\$18,844,521)
Economic Development Loans: 1(\$163,975)	Landscape Loans: 3 (\$13,051)
Housing Development: 15 (\$28,433,986)	City Employee Mortgage: 7 (\$236,118)
Lease-to-Purchase: 4(\$353,468)	Payoff Requests Processed (2025): 17
Loans Repaid FY -24-25: 19	Payoff Received: \$1,461,152

First Time Home Buyer Program-City Program

Applications Received: 3

Applications under Review: 3

Loans Approved: 0

Loans Closed FY 24-25: 11

First Time Home Buyer Program-County Program administered by City

Program is pending notice from the County if additional funds are being awarded.

Owner Occupied Rehabilitation

Applications Received:5

Applications under Review: 5

Loans Approved:1

Rehab in Process: 5

Loans Closed FY 24-25: 2

Grants Submitted FY23-24 and 24-25

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

Current Project Highlights

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and construction will begin soon.
2. Mission Esperanza-Under construction, pallet shelters are being installed, staffing on-boarding and training is underway. Project will be complete by the end of April without power. Projection to open in June 2025 due to not receiving the PGE gear switch for power until June. Awarded and disbursed Housing Program Fund grant of \$100,000 for operations. Should be complete by end of July, excluding the power. Construction complete waiting for COO.
3. Neighborhood Cleanup Program- grant is 98% expended.
4. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration.
5. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy. City engineer requesting PGE move some poles on site.
6. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval. Pending.
7. 3235 Burlington Ave.-Foreclosure complete, Exempt Surplus Property submitted and approve by State. The City will list it in February 2025 due to repairs suggested by City's realtor. City received a full price offer and will be requesting City approval at the May 6, 2025 Council Meeting. Dry rot and other work was found during the construction phase, requesting approval from council to make repairs. Repairs in process.
8. Website update in progress
9. Annual Portfolio Certification and Drive-by Inspections are underway for 2025, will be ongoing until complete.

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

7/1/2025 to 7/31/2025

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:

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

First Due Station:

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

Item ii.

Agencies

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

Incident Types

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

Stations

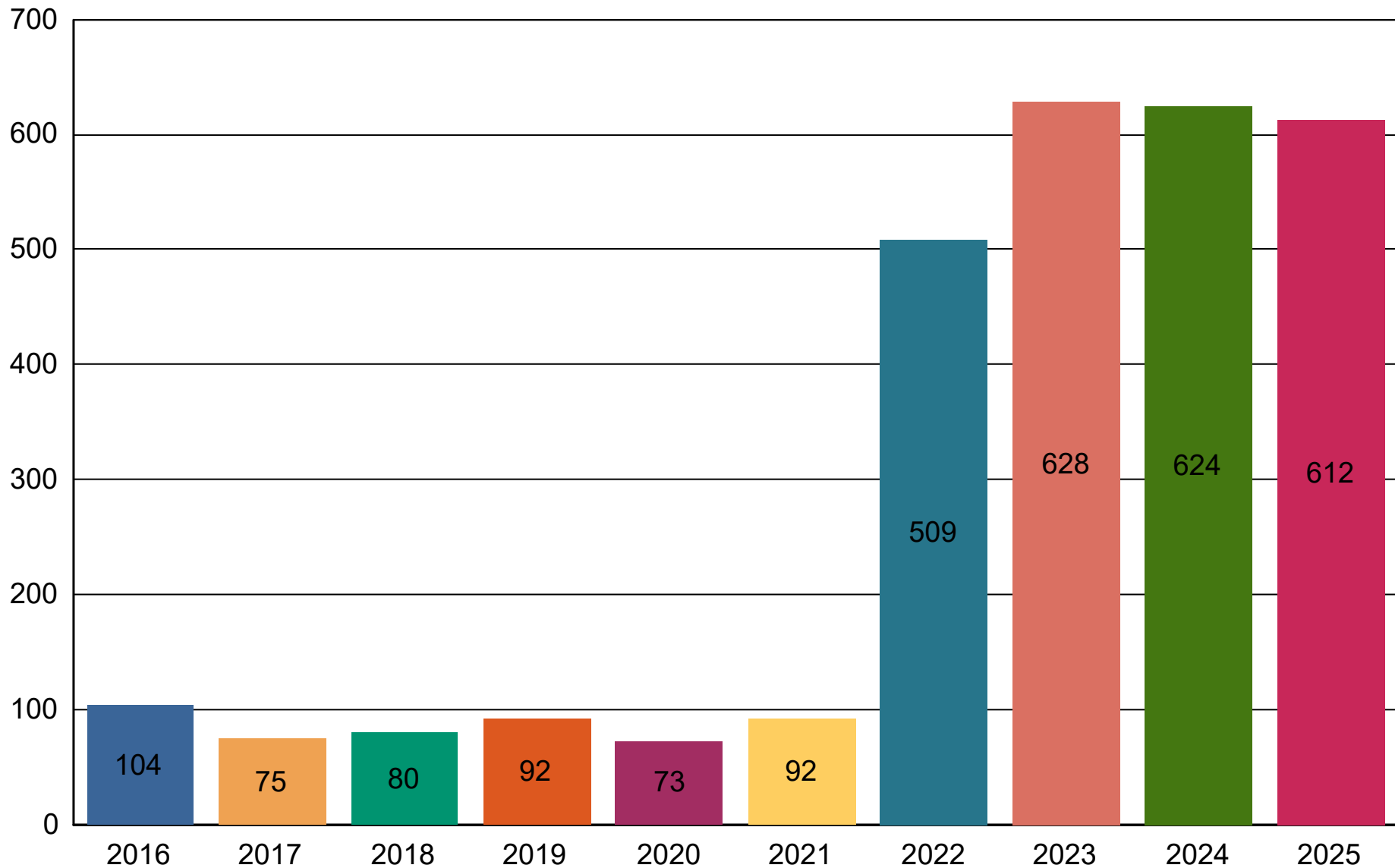
- | | | |
|------------------------------------|--------------------------------------|------------------------------------|
| 11 - CAL FIRE Butte Meadows | 13 - CAL FIRE Stirling City | 22 - CAL FIRE Cohasset |
| 23 - CAL FIRE Forest Ranch | 25 - Butte County Fire Butte College | 33 - Butte County Fire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

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

Item ii.

7/1/25 To 7/31/25



* DATA IS UNAVAILABLE PRIOR TO 02/11/2004

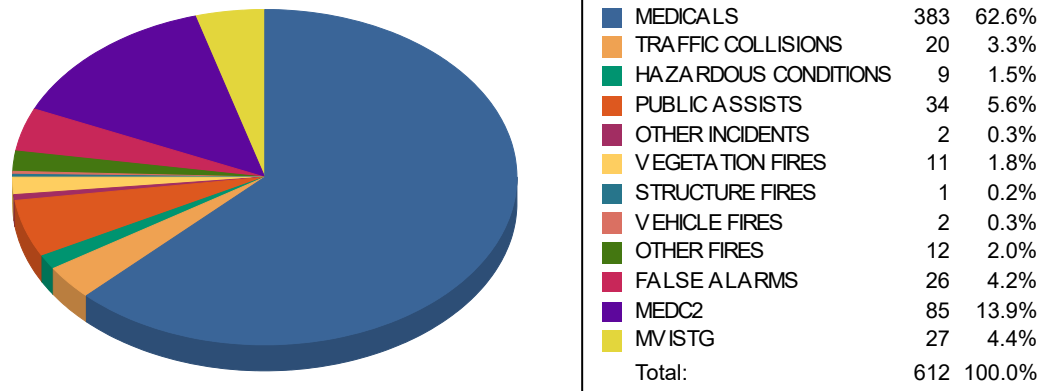


Agency Activity 7/1/2025 to 7/31/2025

Item ii.

	MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG
CAORO	383	20	9	34	2	11	1	2	12	26	85	27
Total	383	20	9	34	2	11	1	2	12	26	85	27

Incident Type Percentages (All Agencies)





All Dispatched Agencies First Due Station Activity By Type 7/1/2025 To 7/31/2025

Item ii.

7/1/2025 TO 7/31/2025

Item ii.

7/1/2025 TO 7/31/2025

Item ii.



Incident Activity by Type For City of Oroville FD 7/1/2025 To 7/31/2025

Item ii.



Cooperator Assistance Provided to **CAL FIRE**/Butte County Fire 7/1/2025 to 7/31/2025

Item ii.

	MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A
CAORO	359	37	11	34	3	2	25	3	2	13	26
Total	359	37	11	34	3	2	25	3	2	13	26

Resource Agency Response to Jurisdictional Agency 7/1/2025 to 7/31/2025

CAORO to CAORO

Total Number of Incidents: **465**

Total Number of Resources Responding: **577**

		MED	T/C	HAZ-CON	P/A	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	B9A	2	8	1	0	2	0	0	2	9	0	0	24
	B9B	0	3	0	0	3	0	0	0	4	0	0	10
	E391	1	1	0	0	4	0	0	1	0	0	0	7
	E91	208	16	5	10	3	1	1	7	19	45	17	332
	E92	91	15	4	21	4	0	1	4	22	20	4	186
	E93	8	0	0	2	2	0	0	4	0	2	0	18
	Total	310	43	10	33	18	1	2	18	54	67	21	577



Resource Agency Response to Jurisdictional Agency 7/1/2025 to 7/31/2025

Item ii.

Total Number of Incidents: **149**

Total Number of Resources Responding: **165**

CABTC to CAORO

		MED	T/C	HAZ-CON	P/A	VEG	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CABTC	CO64	0	0	0	0	2	0	0	0	0	0	2
	E63	72	3	1	8	5	1	0	4	12	6	112
	E64	6	2	1	1	0	0	0	2	2	0	14
	E71	4	0	0	0	0	1	1	0	0	1	7
	E72	1	0	1	0	2	0	0	0	1	1	6
	WT64	0	0	0	0	1	0	1	0	0	0	2
	Others	3	1	1	1	5	1	2	3	4	1	22
	Total	86	6	4	10	15	3	4	9	19	9	165



Resource Agency Response to Jurisdictional Agency 7/1/2025 to 7/31/2025

Item ii.

Total Number of Incidents: 110

Total Number of Resources Responding: 137

CAORO to CABTC

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG
CAORO	B9A	0	2	0	0	0	0	1	2	0	1	2	0	0
	B9B	1	3	0	0	0	0	2	0	1	0	1	1	0
	BOAT91	0	0	0	0	0	2	0	0	0	0	0	0	0
	E391	3	0	0	0	0	0	3	0	0	0	0	0	0
	E692	0	0	0	0	0	0	1	0	0	0	0	0	0
	E91	36	6	3	5	0	0	3	0	0	1	3	7	3
	E92	16	7	3	3	1	2	2	1	0	1	2	2	0
	E93	2	0	0	0	0	0	1	0	0	0	0	0	0
	RS91	0	0	0	0	0	1	0	0	0	0	0	0	0
	Total	58	18	6	8	1	5	13	3	1	3	8	10	3



Resource Agency Response to Jurisdictional Agency 07/01/2025 to 07/31/2025

Item ii.

Total Number of Incidents: 76

Total Number of Resources Responding: 148

CAL FIRE to CAORO

		MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	Total
CABTU	B2102	0	1	0	0	0	1	0	0	0	0	0	2
	B2103	0	0	0	0	0	0	0	0	0	3	0	3
	B2105	0	2	0	0	0	0	0	0	0	1	0	3
	B2106	0	0	0	0	0	0	0	1	0	0	0	1
	B2115	0	1	0	0	0	1	0	0	0	0	0	2
	B2116	0	0	0	0	0	1	0	0	0	0	0	1
	B2117	0	0	0	0	0	0	0	0	0	1	0	1
	B2120	0	0	0	0	2	1	0	0	1	0	0	4
	B3	0	4	0	0	0	0	0	0	0	2	0	6
	CH2101	0	0	0	0	0	0	0	1	0	0	0	1
	D2105	1	0	1	0	0	0	0	0	0	1	0	3
	D2106	0	0	0	0	0	0	0	0	1	0	0	1
	E2154	0	1	0	0	0	0	0	0	0	0	0	1
	E2160	0	0	0	0	0	1	0	0	0	1	0	2
	E2163	0	0	0	0	0	0	0	0	0	1	0	1
	E2164	0	0	0	0	0	1	0	0	0	0	0	1
	E2168	0	0	0	0	0	0	0	0	0	1	0	1
	E2169	1	0	1	0	0	3	0	0	1	0	2	8
	E2176	1	0	0	0	0	0	0	0	0	0	0	1
	E2180	24	3	2	1	0	10	0	0	3	5	2	50

		MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	Item ii.
CABTU	E2186	0	0	0	0	0	1	0	0	0	0	0	1
	E2191	1	0	0	0	0	0	0	0	0	0	0	1
	E2192	0	0	0	0	0	1	0	0	0	0	0	1
	P2122	0	0	0	0	0	1	0	0	0	0	0	1
	PIO2150	0	0	1	0	0	1	0	0	0	0	0	2
	PIOADVSE	0	0	1	0	0	8	1	1	2	4	0	17
	PRVADVSE	0	0	1	0	0	8	1	3	2	5	0	20
	S2103	0	0	0	0	0	0	0	0	0	2	0	2
	T2106	0	0	0	0	0	2	0	0	1	0	0	3
	T2107	0	0	1	0	0	1	0	0	1	1	0	4
	T2108	0	0	0	0	0	1	0	0	0	0	0	1
	U2163	0	0	0	0	0	0	0	0	0	2	0	2
	Total	28	12	8	1	2	43	2	6	12	30	4	148

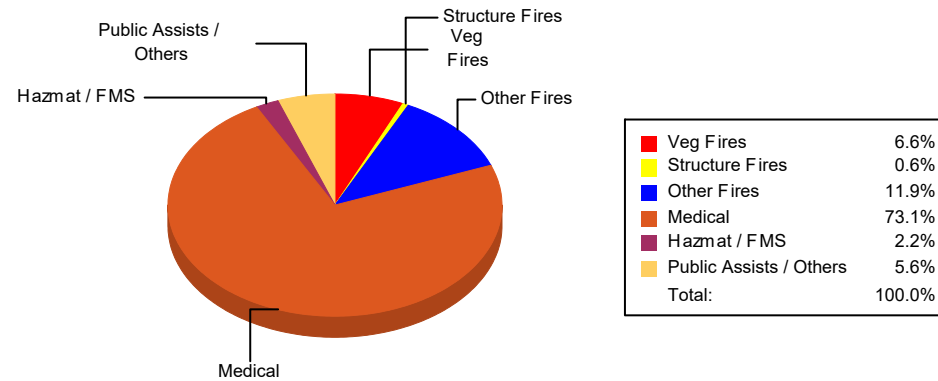


Battalion 9 Total Responses 7/1/2025 to 7/31/2025

Item ii.

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	6	2	16	13	1	0	38
B9B	9	0	7	8	0	0	24
E391	12	0	1	5	0	0	18
E91	11	1	31	338	8	15	404
E92	9	1	30	157	7	25	229
Total	47	4	85	521	16	40	713

Number of Incidents / Incident Type





Incident Activity by Station
7/1/2025 To 7/31/2025

Item ii.

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Envisioning the Future

DEAR OROVILLE COMMUNITY,

Oroville is on the move.

the past month, we've made steady progress on the foundational work that will allow Oroville to grow in a way that is smart, sustainable, and community focused.

We're actively moving forward with the **annexation study that will unlock land** for much-needed housing and commercial space, ensuring that Oroville can welcome future residents and industries without compromising the charm and functionality of our city. This process involves collaboration, transparency, and a genuine effort to bring residents along as we shape what comes next.

At the same time, we're continuing to build out Oroville's role as **a leader in clean energy innovation**. Our biomass energy facility isn't just about power—it's about responsible forest management, job creation, and the future of local manufacturing. We're also preparing the groundwork for a microgrid and energy overlay zone that will help businesses thrive while boosting our city's resilience.

On the customer service front, we've been working behind the scenes to make City Hall more welcoming and more responsive. Whether it's through permit support, clearer forms, or one-on-one help, we're removing the barriers that too often stand in the way of progress. If you haven't visited recently, I encourage you to stop by and experience the difference.

Every project we pursue—whether it's downtown vibrancy, housing expansion, or energy resilience—comes back to the same mission: to build a city that works for its people, not just today but for generations to come.

Thank you for being part of this journey. The groundwork is being laid, and the future of Oroville is taking shape one thoughtful step at a time.

Warm regards,

Patrick Piatt

Community Development Director
City of Oroville



Hear from a Community Member

ALLAN DIKES, DIRECTOR OF OROVILLE RESOURCE CENTER
& RESCUE MISSION

and start a program or business. "Our leaders and our community members are being very proactive in being solution-minded," Allan says.

[Watch the Full Video](#)

Upcoming Meetings & Events

CITY SCHEDULE

City Council Meetings

Aug. 19, 4-7 p.m.

Planning Commission

Aug. 28, 6 p.m.

Arts Commission

Sept. 9, 4 p.m.

Parks Commission

Sept. 9, 5 p.m.

On the Planning Commission Agenda

- **Butte Renewable Energy, Inc.** (BREI) has applied to develop a little over 100 acres of solar panels on six parcels in Oroville's industrial area. If approved by the Planning Commission at its Aug. 28 meeting, the total energy output should be about 20 MW, enough to power 2,000 homes.
- **Jordan Crossing Ministries** has acquired a small parcel in downtown Oroville and is creating a small event center with a 480-square-foot shed, a 360-square-foot pergola, and a small stage with cover. On Aug. 28, the Historic Advisory Committee will consider whether the project contributes to the historic character of the downtown.

By the Numbers

July Highlights from Oroville Community Development

Total Permit Applications Received: 69

Total Permits Issued: 52

Total Permits Finalized: 57

Business Licenses: 5



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