



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

February 01, 2022
REGULAR MEETING
CLOSED SESSION 1:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration.

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
Meeting ID: 968 7031 9529
Passcode: 67684553
3. Listen via Telephone
Telephone: 1-669-900-6833
Meeting ID: 968 7031 9529
Passcode: 67684553

To Provide Comment to the Council:

1. Email before the meeting by 2:00 PM your comments to publiccomment@cityoforoville.org
2. Attend the meeting in person.

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 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: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Optimist Day Proclamation Presentation
2. Code Enforcement Department Presentation

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.

CONSENT CALENDAR

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

1. APPROVAL OF THE MINUTES

City Council may approve the minutes of December 16, 2021, January 4, 2022, January 6, 2022 and January 11, 2022.

RECOMMENDATION

Approve the minutes of December 16, 2021, January 4, 2022, January 6, 2022 and January 11, 2022.

2. PAVING PROJECT TASK ORDERS

The Council may direct staff to issue task orders for the design of pavement reconstruction projects for the 2021-22 construction season.

RECOMMENDATION

Staff recommends that the Council direct the Mayor to issue the three tasks orders discussed above to NorthStar Engineering.

3. OAK TREE MITIGATION AGREEMENT FOR APN: 026-010-068 & 026-010-069

The Council may receive information regarding a mitigation agreement to the City's Oak Tree Loss Mitigation for property owner of APN: 026-010-068 & 026-010-069.

RECOMMENDATION

Because the property owner agrees to the mitigation identified in the Municipal Code, no further Council action is needed.

4. DECLARE BY RESOLUTION, AUTHORIZATION OF THE CITY ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS TO CALRECYCLE FOR AN SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$24,450

The Council will consider approving a resolution authorizing the City Administrator to execute all grant documents for the CalRecycle application for an SB 1383 Local Assistance Grant funding in the amount of \$24,450.

RECOMMENDATION

Resolution No. 9025 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, STATE OF CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$24,450 AND EXECUTE ALL NECESSARY GRANT RELATED DOCUMENTS

5. COUNCIL APPOINTMENTS TO COMMITTEES, COMMISSIONS AND BOARDS

The Mayor may appoint Council Members to various Committees, Commissions and Boards or leave assignments the status quo. Once the Mayor has made these assignments, the Council will vote to confirm the assignments.

RECOMMENDATION

Mayor assign Council Members to various assignments, discuss assignments and vote to confirm or deny assignments.

6. CULTURAL FACILITIES CURATOR / VOLUNTEER COORDINATOR

The City Council will consider amending the previously adopted job description for a Cultural Facilities Curator / Volunteer Coordinator from a part-time position to a fulltime benefitted position.

RECOMMENDATION

Amend the previously adopted Cultural Facilities Curator / Volunteer Coordinator position from a part-time 28-hour position with no benefits to a fulltime 40-hour benefitted position.

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.08 OF THE MUNICIPAL CODE OF THE CITY OF OROVILLE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES AND ESTABLISHING A SEQUENCE FOR EACH DISTRICT ELECTION (SECOND READING)

The Council will consider the adoption of Ordinance No. 1862 to amend Title 2, Chapter 2.08 of the Municipal code of the City of Oroville to adopt revised District voting boundaries and to establish a sequence for each District election.

RECOMMENDATION

Waive the second reading and Adopt Ordinance No. 1862 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING AMENDMENTS TO TITLE 2, CHAPTER 2.08 OF THE MUNICIPAL CODE OF THE CITY OF OROVILLE AND ADOPTING REVISED DISTRICT VOTING BOUNDRIES.

REGULAR BUSINESS

8. AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR MARKETING SERVICES

The Council may provide direction to the City Administrator to release a Request for Proposal (RFP) for Marketing Services.

RECOMMENDATION

Authorize staff to release a Request for Proposal for Marketing Services for the City of Oroville

9. AMERICAN RESCUE PLAN LOANS FOR SMALL BUSINESSES NEGATIVELY IMPACTED BY COVID

The City Council will receive information and provide direction on a potential loan problem to assist small businesses that have been negativity impacted by the pandemic.

RECOMMENDATION

Approval a loan program for business significantly impacted by COVID 19.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence

[i](#) FERC Correspondence

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on February 15, 2022 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**A PROCLAMATION DECLARING THE FIRST THURSDAY OF EVERY
FEBRUARY AS OPTIMIST DAY**

WHEREAS, *Volunteers are the cornerstone of our community, providing generously, services, programs and events, to improve the quality of live for those in and around Oroville.*

WHEREAS, *Volunteers who work with young people are champions for ensuring that young people reach their fullest potential and that dreams can be reached; and*

WHEREAS, *Members of Optimist International celebrate **OPTIMIST DAY** throughout the world, the first Thursday of every February, to promote their efforts in helping and recognizing the young people that make a difference in their communities and to encourage a greater exchange of ideas between young people and adults; and*

WHEREAS, *There are 2400 Optimist Clubs, with more than 70,000 Members, in Optimist International and throughout the world, and they carry out more than 6500 service projects that serve six million young people each year;*

THEREFORE, BE IT RESOLVED, *that I, Chuck Reynolds, Mayor of the City of Oroville, on today, February 1, 2022 issue this Proclamation declaring the first Thursday of every February as **Optimist Day** in the City of Oroville. May this day instill pride in our city's Optimists for all of their accomplishments and for the impact they have to truly make a difference in others' lives.*

Chuck Reynolds, Mayor



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**December 16, 2021
MINUTES**

This agenda was posted on December 14, 2022 at 2:48pm. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 6pm

PRESENT: Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, and Mayor Chuck Reynolds

ABSENT: Vice Mayor Scott Thomson

STAFF: City Administrator Bill LaGrone, Acting Fire Chief Chris Tenms, Assistant City Clerk Jackie Glover.

OPEN SESSION

1. Pledge of Allegiance – Led by Mayor Reynolds
2. Adoption of Agenda – Motion by Council Member Smith and second by Council Member Goodson to adopt the agenda. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Reynolds

NOES: None

ABSTAIN: None

ABSENT: Thomson

PUBLIC HEARINGS

- 1. THIRD PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON AND PROVIDE INPUT REGARDING THE COMPOSITION OF POTENTIAL COUNCIL MEMBER ELECTION DISTRICT BOUNDARIES**

The Council held a public hearing to receive public input on and provide input regarding the composition of potential Council Member election district boundaries.

Motion by Mayor Reynolds and second by Council Member Smith to adopt all maps as draft maps for future consideration. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Reynolds

NOES: None

ABSTAIN: None

ABSENT: Thomson

The following individuals spoke on agenda item 1:

- Julie Miller
- Natalie Sheard
- Stephanie Holstein
- Bryan Williams

ADJOURNMENT

Mayor Reynolds Adjourned the meeting at 6:43pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**January 04, 2022
MINUTES**

This agenda was posted on December 30, 2021 at 4:55pm. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 4:00pm.

PRESENT: Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

STAFF: City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant Community Development Director Dawn Nevers, Assistant City Clerk Jackie Glover, Interim Fire Chief Chris Tennes, City Attorney Scott Huber, City Treasurer Karolyn Fairbanks, Management Analyst III Amy Bergstrand, City Engineer Matt Thompson, Assistant Planner Conner Musler, Principal Planner Wes Ervin, Project Manager Tom Lando.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.95, the City Council met with Scott E. Huber, City Attorney, concerning the workers' compensation case – Amanda Wilkey v. City of Oroville, Claim no. NCWA-558137.
2. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.
3. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.

OPEN SESSION

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Goodson and second by Council Member Smith to adopt the agenda. Motion passed.

AYES: Hatley, Riggs, Pittman, Smith, Goodson, Thomson, Reynolds
NOES: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- The Cameraman
- Stephanie Holstein

CONSENT CALENDAR

Motion by Council Member Smith and second by Council Member Goodson to approve the consent calendar items excluding item 7. Motion passed.

AYES: Hatley, Riggs, Pittman, Smith, Goodson, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

1. INVESTMENT POLICY ADOPTION FOR 2022

The Council adopted Resolution No. 9009 - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2022.

2. MEETING CALENDAR FOR 2022

The City Council adopted the City's Meeting Calendar for 2022.

3. MINIMUM WAGE INCREASE

The City Council approved the Master Salary Schedule to include the Recycling Coordinator position and an increase to minimum wage for two positions.

4. HOUSING PROGRAM FUND LOAN FOR PROSPECT VIEW APARTMENTS

Council considered approving a Housing Program Fund loan to AMG & Associates for the development of Prospect View Apartments located at 135 Nelson Ave., Oroville CA and adopted Resolution No. 9012 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF \$1,000,000 WITH AMG & ASSOCIATES FOR PROSPECT VIEW APARTMENTS.

5. EXTENSION AND ADDITION TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH VETERANS HOUSING DEVELOPMENT CORPORATION (VHDC)

Council considered extending the ENA with VHDC until January 31, 2023 to develop affordable housing for veterans and their families. Additionally, Council considered the transfer a newly developed 3.91-acre parcel located behind the City's corporation yard to develop affordable, multi-family, permanent supportive housing for veterans and their families.

Council adopted Resolution No. 9013 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF OROVILLE AND

VETERANS HOUSING DEVELOPMENT CORPORATION UNTIL JANUARY 31, 2023; a Item 1.
adopted Resolution No. 9014 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO TRANSFER THE NEWLY CREATED PARCEL LOCATED ON MITCHELL AVE. TO THE VETERANS HOUSING DEVELOPMENT CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING TO EXTREMELY-LOW AND VERY-LOW INCOME VETERANS AND THEIR FAMILIES.

6. COMMUNITY MEMBER APPOINTMENTS TO VARIOUS COMMISSIONS AND COMMITTEES

The City Council appointed community members to serve on the Citizens Oversight Committee, Planning Commission, Arts Commission, Parks Commission, and Housing Loan Advisory Committee to fill current vacancies. Council appointed Sherrie French to the Citizens Oversight Committee with terms expiring June 30, 2025; and appoint Christopher Logue as Member and Cheri Moore as Alternate to the Housing Loan Advisory Committee with terms expiring June 30, 2024; and appoint Warren Jensen to the Planning Commission with term expiring June 30, 2026; and appoint Michael Grant Jones and Mickey Rich to the Parks Commission with terms expiring of June 30, 2026; and appoint Jennifer Beers and Misty Rayome to the Arts Commission with terms expiring June 30, 2025.

8. AMENDMENT TO GROUND LEASE AGREEMENT WITH ROBERT M. TAYLOR CORPORATION ESTABLISHING RENT FOR THE FIRST OPTION PERIOD OF THE GROUND LEASE

The Council reviewed and considered approving an amendment to a ground lease agreement with the Robert M. Taylor Corporation for first 15-year option period of the ground lease of the property located at the corner of Challenger Avenue and Chuck Yeager Way in Oroville. The proposed lease amendment will bring the ground lease to current market value for rent. In addition, the undeveloped 4.12 acre portion of the ground lease will be returned to the City for future development purposes. Council adopted Resolution No. 9008 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF OROVILLE AND THE ROBERT M. TAYLOR CORPORATION - (Agreement No. 852-2).

Council Member Hatley recused himself from item 7 due to the proximity of his residence.

7. PROPOSED ANNEXATION OF TERRITORY INTO THE CITY'S ASSESSMENT DISTRICTS

The City previously formed several maintenance districts to serve as a funding source to pay for the maintenance and servicing of certain improvements within certain residential housing tracts located throughout the City. The Consolidated Landscape and Lighting Maintenance assessment District (the "LLMAD") funds landscape and lighting improvements; the Consolidated Benefit Assessment District (the "BAD") that funds drainage and storm water improvements and related services. The City also manages Community Facilities District No. 2006-1 and Community Facilities District No. 2006-2 (the CFD's"). Those Districts provide fire, police and emergency services facilities and services, respectively. The Council considered annexing the Village at Ruddy Creek development into these assessment districts.

Motion by Vice Mayor Thomson and second by Council Member Smith to adopt Resolution No.-9015, Resolution of Initiating Proceedings for the Annexation of Territory into the Consolidated Landscape and Lighting Maintenance Assessment District; and adopt Resolution No.9016, Resolution of Initiating Proceedings for the Annexation of Territory

into the Consolidated Benefit Assessment District; and adopt Resolution No.9017, Resolution Declaring Intention to Annex Territory into the Consolidated Landscape and Lighting Maintenance Assessment District; and adopt Resolution No.9018, Resolution Declaring Intention to Annex Territory into the Consolidated Benefit Assessment District; and adopt Resolution No.9019, Resolution Announcing Intent to Annex Territory into Community Facilities District 2006-1 and Community Facilities District 2006-2. Motion passed.

AYES: Riggs, Pittman, Smith, Goodson, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: Hatley (Recused)

REGULAR BUSINESS

Council Member Hatley returned to the meeting.

9. HOUSING PROGRAM FUND LOAN FOR VETERAN VILLAGE APARTMENTS

Council considered approving a Housing Program Fund loan to Veteran's Housing Develop Corporation (VHDC) for the development of Veteran Village Apartments, located on Mitchell Ave.

Motion by Council Member Hatley and second by Council Member Goodson to adopt Resolution No. 9011– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF \$1,750,000 WITH VHDC FOR VETERAN VILLAGE APARTMENTS. Motion passed.

AYES: Hatley, Riggs, Pittman, Smith, Goodson, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

10. PARCEL CREATION OF VETERANS HOUSING

The Council approved creating a parcel that in the future could be developed into housing for veterans.

Motion by Council Member Riggs and second by Council Member Goodson to adopt Resolution No. 9020 that will create the parcel and easement, that directs staff to continue to work toward developing housing for veterans, and that directs staff to seek Council authorization for any conveyance of said parcel. Motion passed.

AYES: Hatley, Riggs, Pittman, Smith, Goodson, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

11. TASK ORDER WITH NORTHSTAR ENGINEERING TO DRAFT SMALL-LOT DEVELOPMENT STANDARDS FOR SOUTH OROVILLE AND ENVIRONS UNDER AGREEMENT NO. 3387

The City of Oroville considered approving a task order from NorthStar Engineering to draft small-lot development standards for South Oroville and other locations.

Motion by Council Member Smith and second by Council Member Goodson to approve a contract with NorthStar Engineering for \$12,840 to draft Small-lot development standards for South Oroville and other locations. Motion passed.

AYES: Hatley, Riggs, Pittman, Smith, Goodson, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

12. PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC

The City Council considered a Professional Services Agreement with Trover Construction Project Management LLC to perform owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program in the amount of \$130.00 per hour average (not to exceed \$165.00 per hour), as needed. Additionally, under this contract, the contractor may be utilized for City maintenance projects as they arise.

Motion by Council Member Smith and second by Council Member Goodson to adopt Resolution No. 9010 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC IN THE AMOUNT OF \$130.00 AND HOUR (NOT TO EXCEED \$165.00 PER HOUR), TO PROVIDE REHABILITATION PROGRAM AS NEEDED – (Agreement No. 3396-1).

AYES: Hatley, Riggs, Pittman, Smith, Goodson, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Hatley – Spoke about the phone tree individuals have to navigate when a person calls the main number and the frustrations with using it.
 - b. Pittman – Commented on FERC correspondence and updates at Bidwell Marina.
 - c. Smith – Mentioned that the International Sportsman's Expo will Oroville representation.
2. Future Agenda Items
 - a. Goodson – A Committee to address blight/code enforcement in the South Oroville Community.
3. Administration Reports
 - a. LaGrone – Wished everyone a happy holiday, asked council to review the committee list and send in recommendations to be approved at the next meeting.
4. Correspondence
 - i. FERC Correspondence

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 5:20pm.

APPROVED:

ATTESTED:

Chuck Reynolds, Mayor

Jackie Glover, Assistant City Clerk



**January 06, 2022
MINUTES**

This agenda was posted on January 5, 2022 at 1pm. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds opened the meeting at 6:00pm

1. Roll Call

PRESENT: Council Members – Art Hatley, Janet Goodson, Krysi Riggs, David Pittman, Eric Smith, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

STAFF PRESENT: City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant City Clerk Jackie Glover, City Attorney Scott Huber

2. Pledge of Allegiance – Led by Mayor Reynolds

3. Adoption of Agenda -Motion by Council Member Smith and second by Council Member Goodson to adopt the agenda. Motion passed.

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

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING

1. FOURTH PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON AND PROVIDE INPUT REGARDING THE COMPOSITION OF POTENTIAL COUNCIL MEMBER ELECTION DISTRICT BOUNDARIES

The Council held a public hearing to receive public input on and provide input regarding the composition of potential Council Member election district boundaries.

Vice Mayor Thomson announced that he had to leave for a prior commitment with work and left the meeting at 6:58pm.

Motion by Council Member Goodson and second by Council Member Pittman to adopt Draft Map 29 as the map. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs

NOES: None

ABSTAIN: Reynolds

ABSENT: Thomson

The following individuals spoke on agenda item 1:

- Celia Hirschman
- Bobby O'Reiley
- Jason Corona
- Julie Miller
- Natalie Sheard
- Luke Sheard
- Stephanie Holstein
- Kay Castro
- Jon Shult

ADJOURNMENT

Mayor Reynolds adjourned the meeting at approximately 7:26pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**January 11, 2022
MINUTES**

This agenda was posted on January 7, 2022 at 5:17pm.

OPEN SESSION

1. Call To Order – Meeting called to order by Mayor Reynolds at 3:01pm.

2. Roll Call:

PRESENT: Council Members Art Hatley, Janet Goodson, Krys Riggs, Eric Smith, David Pittman, Vice Mayor Scott Thomson, and Mayor Chuck Reynolds

ABSENT: None

STAFF: City Administrator Bill LaGrone, Assistant Community Development Director Dawn Nevers, Human Resource Manager Liz Ehrenstrom.

3. Pledge of Allegiance – Led by Mayor Reynolds

4. Adoption of Agenda – Motion by Council Member Smith and second by Council Member Goodson to adopt the agenda.

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

NOES: None

ABSTAIN: None

ABSENT: None

CLOSED SESSION

Council convened to closed session on the following items:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Code Enforcement Director
2. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.
3. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the property commonly known as 225 Chuck Yeager Way, Oroville, CA 95965.

OPEN SESSION

4. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.

ADJOURNMENT

Mayor Reynolds adjourned the meeting at 7:52pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

City Clerk Bill LaGrone



CITY OF OROVILLE STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBER OF THE COUNCIL

FROM: MATT THOMPSON, ACTING CITY ENGINEER

RE: PAVING PROJECT TASK ORDERS.

DATE: FEBRUARY 1, 2022

SUMMARY

The Council may direct staff to issue task orders for the design of pavement reconstruction projects for the 2021-22 construction season.

DISCUSSION

Staff has a list of pavement reconstruction projects that are envisioned for the 2021-22 construction season. Three have been identified as having high priority. Staff requests authority to issue task orders for them in order to expedite them. The three projects are discussed below.

Stanford Avenue Parking Lot – The Oroville City Elementary School District (the District) has requested the City of Oroville assist them in the repaving of the parking lot at Stanford Avenue Elementary School. The City will assist by providing engineering services both by staff and by consultants for the design, contract document preparation, and construction management. The District will be reimbursing the City. The project has been deemed a high priority because of the desire to complete it before school starts in August 2022.

Nelson Avenue at SB 70 Offramp – A large pavement failure exists at the end of the off ramp at Nelson Avenue and has existed there for a number of years now. Staff believes that subsurface conditions are preventing conventional maintenance procedures from being successful. Maintenance staff has expended a significant amount of time and resources at this location. This project will require an encroachment permit from Caltrans. Staff has determined that this project is a high priority because of the inordinate amount of time and resources expended by staff at the location and because of the potentially long timeframe for obtaining an encroachment permit.

Yard Street at Bridge Street – Staff has received a request to update the access ramps at the intersection. All four corners need some reconstruction necessitating the reconstruction of the intersection. The project has been deemed a high priority because of the desire to complete it before school starts in August 2022.

FISCAL IMPACT

As proposed the three task orders will costs \$77,980.00. Staff expects the District to reimburse the City for \$26,240.00.

RECOMMENDATION

Staff recommends that the Council direct the Mayor to issue the three tasks orders discussed above to NorthStar Engineering.

ATTACHMENTS

Location Maps for TO #1, TO #2, & TO #3
Proposed Task Order #1 Stanford Ave Elem Parking Lot
Proposed Task Order #2 Nelson Ave – SB 70 Ramps
Proposed Task Order #3 Bridge Street at Yard Street



City of Oroville Planning - Location Map TOC 1

Interactive Viewer

Item 2.

☐ Parcels





City of Oroville Planning - TO 2 Location Map

Interactive Viewer

Item 2.

☐ Parcels

Nelson Avenue

4th Street



City of Oroville Planning - Location Map TO 3

Interactive Viewer

Item 2.

☐ Parcels



TASK ORDER #1
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of _____, 2022, by and between the City of Oroville ("City") and **NorthStar** ("Consultant").

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically production of plans, specifications, estimates, etc. for the repaving of the parking lot at Stanford Avenue Elementary School and associated work; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **3387** between the City and the Consultant.

TASK ORDER

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's proposal attached as Exhibit "A" which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance

with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$26,240.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Task Order, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Task Order creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Task Order ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Task Order. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this

Task Order shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Task Order shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
10. Consultant's Books and Records.
 - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Task Order.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
 - c. Any records or documents required to be maintained pursuant to this Task Order shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Task Order.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Task Order or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Task Order. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal Task Order monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Task Order. All work performed by Consultant under this Task Order shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Task Order, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Task Order or its failure to comply with any of its obligations contained in this Task Order, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.
17. Insurance Requirements, Incorporation and Conflicts. Consultant, at Consultant's own cost and expense, shall procure and maintain insurance, for the duration of

the Task Order, as required under Contract Number 3387 between the City and the Consultant. The terms of Contract Number 3387 between the City and the Consultant are incorporated by reference as if fully set forth herein. To the extent that any conflict exists between Contract Number 3387 and this Task Order, the terms of Contract Number 3387 shall control.

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

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

If to Consultant: **Ross Simmons, Senior Managing Engineer
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
rsimmons@northstareng.com**

19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number 3387 stand alone and are unaffected by this Task Order.

20. Amendments. This Task Order may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Task Order is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Task Order will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Task Order without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Task Order shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Task Order shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Task Order.
23. Severability. If any term or portion of this Task Order is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Task Order shall continue in full force and effect.
24. Controlling Law Venue. This Task Order and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to

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

25. Litigation Expenses and Attorney's Fees. If either party to this Task Order commences any legal action against the other part arising out of this Task Order, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Task Order may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Task Order, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Task Order. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Task Order. Each party warrants that the individuals who have signed this Task Order have the legal power, right, and authority to make this Task Order and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Task Order. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent

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

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

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

APPROVED AS TO FORM:

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

Attachments:

Exhibit A - Consultant Scope

Exhibit B – **Fee Proposal/Schedule**

SCOPE OF WORK

SERVICES PROVIDED

NorthStar has prepared the following scope of services to develop the project design and subsequent construction bid documents that best supports the successful implementation of this project. This scope is based on our understanding of the project at the time of this proposal, a recent site visit, our experience, and the Design Team's collective experience with similar improvement projects. We appreciate the opportunity to discuss the scope of this project and the respective level of effort during the proposal process.

Task 1 Project Management

NorthStar Engineering will perform the various services and activities associated with management of the construction contract. Diligent contract management for state funded contracts is a critical component in successfully managing these public funds and ultimately maintaining the City's positive standing with funding agencies.

PROJECT ADMINISTRATION AND OVERHEAD

Project Administration and Overhead includes front office and project administration including but not limited to, managing insurance policies, packaging, mailing and deliveries, billing, Ajera billing software setup, certified payroll invoicing, etc.

PROJECT COORDINATION

Explicit and thorough communications with the City and with the Design sub consultants is vital to the success of any project, and as such the NorthStar Design Team segregates this as a separate scope and budget component to acknowledge and account for this element during the life of the project development. To effectively manage the project NorthStar expects to have a weekly one-hour meeting for a month duration with the City to review project progress and activities.

QUALITY ASSURANCE / QUALITY CONTROL

NorthStar Engineering's approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 30 years. Two primary methods for consistently delivering a quality product on-time and within budget; internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

Task 2 Basemapping

Topographic Surveys & Mapping

NorthStar will perform a topographic survey and provide a base map suitable for the design of the new improvements. The topographic map shall include:

- Surface improvements

- Topographic features
- Underground utilities compiled from utility surface features, as-built plans, and franchise utility system maps (research performed by NorthStar).
- Existing striping
- Trees larger than 5" diameter, measured at breast height.

The vertical control will be on the North American Vertical Datum of 1988 (NAVD88). The topographic survey will be compiled in AutoCAD Civil 3D 2018. A signed pdf file of the Topographic Base Map and the AutoCAD drawing file will be provided for the project teams use.

Our preliminary research indicates that sufficient record mapping exist along Stanford Avenue within the project area. If sufficient monuments are found, the right of way lines along Stanford Avenue shall be compiled from record data and shown on the topographic survey. It is assumed that the project limits along the south edge will not go past the retaining wall in the parking lot. No boundary line determination is included in this scope for this southern edge. If it is determined that right-of-way or boundary lines are needed a separate scope and estimate shall be provided by NorthStar.

Task 3 Design

Right of Way, Utility Coordination, & Encroachment Permit

NorthStar will communicate and coordinate with adjacent property owners including, but not limited to, City of Oroville (Encroachment Permit) to establish temporary construction signage, proposed locations and grades of driveways, locations of mailboxes, parking layouts, walkway configurations, fence relocation(s), tree removal, and other related permits and improvements if necessary.

NorthStar coordinate with utility companies to identify utility conflicts and collaborate on appropriate avoidance or relocation solutions.

Utility companies where coordination will be provided include domestic/potable water supply, gas (Pacific Gas and Electric, PG&E), Electric (PG&E), storm drain (City of Oroville), and telecommunications (Comcast and AT&T).

Preliminary Design Development: 35%

This preliminary design task serves multiple functions in the design process: to advance the level of design to identify and resolve design challenges and accurately determine utility conflicts. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Technical design will follow primarily the criteria and guidance set forth in the 2011 (6th ed.) American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of

Stanford Ave Parking

Professional Services Agreement Scope of Work; NorthStar Engineering
12/2/2021

Highways and Streets and Caltrans Highway Design Manual if certain criteria are undefined. Additionally, design elements will follow the Caltrans Standard Specifications and Standard Drawing to the extent practical and augmented with local design details and criteria as applicable.

NorthStar will layout the curb, gutter, sidewalk, bike lanes, roadway intersections, and approximate grading catch points to best meet design criteria and project goals. This is expected to include, but not limited to, curb cut ramps at public and private roadway intersections and private driveways, repaving, striping, and signage. Vertical grading will be performed to identify potential constraints to existing right-of-way.

If necessary, an evaluation of potential utility conflicts will also be performed as part of this early layout phase.

DELIVERABLES:

- Draft and Final versions of the Basis of Design (Hardcopy and Digital copies).
- Meeting to discuss identified design challenges as needed.

Preliminary (60%) Level

This design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications. This level of design will incorporate design elements below as needed:

- detailed grading design and design elevation labels.
- plan and profile sheets for storm drainage improvements.
- develop a full plan sheet set.
- project specific construction details

DELIVERABLES:

- Title/ Signature/ Legend sheet (1).
- Typical Sections (1).
- Overview Plan/ Survey Control (1).
- Demolition Plan (3, 40 scale).
- Improvement Plans (Including Signage/Striping) (6, 10 scale).
- Engineers Estimate.
- One set of general and standard specifications.

Task 3.A Final Design and Contract Documents

90% LEVEL OF CONTRACT DOCUMENTS

Based on the City technical review and comments to the 60%, the project plans, specifications and estimate will be progressed to a 90% level of completion. This level of completion is essentially complete including preparation and inclusion of applicable bid documents. Additionally, this level

of design will be developed to support submittal for the Request for Allocation for the construction phase of the project. The project plans will include additional needed label detailing, notes and design refinements to support implementation of the project by any contractor. Similarly, project specifications and engineer's estimate will be refined to support successful implementation of the project.

NorthStar will develop all applicable contract documents for the subsequent bidding and construction of the project. This will include in addition to the Specifications, Contractor-Agency agreement (specifically for and obtained from the City of Oroville) and needed Bid Documents. This combination of Specifications, Agreement and Bid Documents will be combined into one "Bid Book" document. Both the Agreement and Bid Documents (modified as necessary) will be incorporated based on previously formatted City documents. Bid Documents are expected to include, but not limited to: Notice to Contractors, Special provisions, Descriptions of Project, General Provisions, General Construction Details and Bid Forms.

DELIVERABLES:

- NorthStar will provide deliverables in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
 - General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
 - Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 90% level of project plans, Final (100%) Contract Documents

After receiving comments from the 90% level of design contract documents, the Contract Documents will be refined to address applicable comments and best support constructability of the project.

Task 4 Storm Drain MS4 (Less than 2,500 S.F.)

The project is proposing to create and/or replace less than 2,500 s.f. of impervious surface. It is assumed that storm drain MS4 management system complying with Post Construction Standards will not be required for this project and is not included in the proposal.

Although MS4 is not required, time has been included in the estimate to provide a clarification letter and supporting documentation to the City of Oroville.

Task 5 Bidding

NorthStar will route for signatures and deliver the Final (100%) Contract Documents for bidding purposes after completion of full review and subsequent modifications.

Additionally, NorthStar will aid the City during the construction bidding and awarding process. Specifically, NorthStar will provide technical support to the City by answering and documenting questions from potential bidders and staff. If applicable, NorthStar will attend a Pre-Bid Conference to answer questions or clarify technical information presented in the construction documents of prospective construction bidders. NorthStar will also provide written responses to contractor requests for information (RFI's) during the bidding process and draft addendums as applicable.

NorthStar will coordinate and assist the Client with the following:

- Answer any questions from contractors and/or bidders
- Responses will be provided via phone, email, formally response to submitted RFI's (assumes 4 hours)
- Prepare addendums to be released to the bidders (assumes 2 addendums)

PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Geotechnical investigation
- Landowner coordination: including right of way appraisals and acquisitions when necessary
- SWPPP can be provided for additional cost
- Traffic Control Plan can be provided for additional cost
- Construction staking can be provided for an additional cost



Civil Engineering
Architecture
Environmental
Planning
Surveying
Water Resources

COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: **\$26,240**

Task 1: Project Management	\$4,420
Task 2: Topographic Base Map	\$9,440
Task 3: Design	\$9,260
Task 4: MS4	\$960
Task 5: Bidding	\$2,160



Civil Engineering
 Architecture
 Environmental
 Planning
 Surveying
 Water Resources

STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$220.00
Senior Managing Engineer/Surveyor	\$200.00
Senior Engineer/Surveyor	\$180.00
Associate Engineer/Surveyor	\$160.00
Assistant Engineer/Surveyor	\$140.00
Junior Engineer	\$120.00
Senior Designer/Technician	\$130.00
Associate Designer/Technician	\$110.00
Assistant Designer/Technician	\$ 90.00
Party Chief	\$180.00
Two-Person Survey Crew	\$245.00
Three-Person Survey Crew	\$310.00
Party Chief (Prevailing Wage)	\$200.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner (Wolfe)	\$170.00
Senior Planner/Enviro Scientist/Planner/GIS Analyst	\$145.00
Associate Planner/Enviro Scientist/Planner/GIS Technician	\$120.00
Assistant Planner/Enviro Scientist/Planner	\$100.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$160.00
Administrative	\$ 95.00

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year

TASK ORDER #2
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of _____, 2022, by and between the City of Oroville ("City") and **NorthStar** ("Consultant").

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically production of plans, specifications, estimates, etc. for the repaving of intersection of Nelson Avenue, 4th Street, and the southbound off-ramp from Route 70, and associated work; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **3387** between the City and the Consultant.

TASK ORDER

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's proposal attached as Exhibit "A" which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$25.260.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for

services properly performed up to the effective date of termination.

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

at any time, provided that any such use not within the purposes intended by this Task Order shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Task Order shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
10. Consultant's Books and Records.
 - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Task

Order.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
 - c. Any records or documents required to be maintained pursuant to this Task Order shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Task Order.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
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 - a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal Task Order monitoring; and
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13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Task Order. All work performed by Consultant under this Task Order shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent

professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Task Order, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Task Order or its failure to comply with any of its obligations contained in this Task Order, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.
17. Insurance Requirements, Incorporation and Conflicts. Consultant, at Consultant's

own cost and expense, shall procure and maintain insurance, for the duration of the Task Order, as required under Contract Number 3387 between the City and the Consultant. The terms of Contract Number 3387 between the City and the Consultant are incorporated by reference as if fully set forth herein. To the extent that any conflict exists between Contract Number 3387 and this Task Order, the terms of Contract Number 3387 shall control.

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

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

If to Consultant: **Ross Simmons, Senior Managing Engineer
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
rsimmons@northstareng.com**

19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number 3387

stand alone and are unaffected by this Task Order.

20. Amendments. This Task Order may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Task Order is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Task Order will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Task Order without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Task Order shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Task Order shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Task Order.
23. Severability. If any term or portion of this Task Order is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Task Order shall continue in full force and effect.

24. Controlling Law Venue. This Task Order and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Task Order shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Task Order commences any legal action against the other party arising out of this Task Order, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Task Order may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Task Order, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Task Order. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Task Order. Each party warrants that the individuals who have signed this Task Order have the legal power, right, and authority to make this Task Order and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Task Order. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person,

other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Task Order. For breach or violation of this warranty, City shall have the right to rescind this Task Order without liability. For the term of this Task Order, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Task Order, or obtain any present or anticipated material benefit arising therefrom.

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

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

CITY OF OROVILLE

NORTHSTAR

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

APPROVED AS TO FORM:

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

Attachments:

Exhibit A - Consultant Scope

Exhibit B – **Fee Proposal/Schedule**

SCOPE OF WORK

SERVICES PROVIDED

NorthStar has prepared the following scope of services to develop the project design and subsequent construction bid documents that best supports the successful implementation of this project. This scope is based on our understanding of the project at the time of this proposal, a recent site visit, our experience and the Design Team's collective experience with similar improvement projects. We appreciate the opportunity to discuss the scope of this project and the respective level of effort during the proposal process.

The following tasks are presented to follow the schedule provided with this proposal. More detailed discussions on the proposed prerequisite order of work are presented in the Schedule of Work section.

Task 1 Project Management

NorthStar Engineering will perform the various services and activities associated with management of the construction contract. Diligent contract management for state funded contracts is a critical component in successfully managing these public funds and ultimately maintaining the City's positive standing with funding agencies.

PROJECT ADMINISTRATION AND OVERHEAD:

Project Administration and Overhead includes front office and project administration including but not limited to, managing insurance policies, packaging, mailing and deliveries, billing, Avera billing software setup, certified payroll invoicing, etc.

SCHEDULES:

NorthStar Engineering management will develop project schedules and monitor progress throughout our various project. Updates to the project schedule will be provided in conjunction with the monthly meetings as needed. If necessary NorthStar Engineering will provide additional office staff and resources to maintain critical project and funding deadlines.

QUALITY ASSURANCE / QUALITY CONTROL:

NorthStar Engineering's approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 30 years. Two primary methods for consistently delivering a quality product on-time and within budget; internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

PROJECT COORDINATION

Explicit and thorough communications with the City and with the Design sub consultants is vital to the success of any project, and as such the NorthStar Design Team segregates this as a separate

scope and budget component to acknowledge and account for this element during the life of the project development.

To effectively manage the project NorthStar Engineering expects to have a weekly one-hour meeting for a month duration with the City to review project progress and activities. These meetings include one site visit and will be preceded with an agenda identifying key issues to be addressed during the meeting. Subsequent to the monthly meeting progress reports including meeting minutes will be prepared and submitted to the City identifying specific requests for information, assignment of tasks, expected schedule of pending design activities, etc.

Task 2 Basemapping

Task 2.A Topographic Surveys & Mapping

This subtask includes creating a comprehensive and accurate existing conditions base map that will serve as the foundation for right-of-way coordination, and development of technical civil designs for the project. As a first order of work the Design Team will review the previous existing available information and request utility mapping and USA utility location markings. In conjunction with the kick-off meeting, a site visit with NSE survey department will ensue. Survey will be briefed on the limits of survey and pertinent improvements and features that are essential to the base map.

The topographic mapping will be completed at a minimum scale of 1"=20' with a 1' contour intervals for use in design development. Supplemental data will be merged in Autodesk C3D to build a Triangulated Irregular Network (TIN) surface as part of the existing conditions base map. The topographic survey will capture at a minimum: existing structures, roadway and roadway features, utilities, grade breaks, monuments, fences, trees, signs, storm drain facilities, and other typical features. Multiple control points will be set at the site to facilitate subsequent field investigations and construction staking.

The right-of-way field surveying and mapping will include the prerequisite research of recorded maps and documents to understand existing boundaries and location of monuments in the field as needed. Existing monuments will be located during the field survey if present and utilized in the analysis and development of right-of-way lines applicable. Linework developed the survey will be incorporated into a CAD file to develop a comprehensive existing condition base file that will function as the foundation for design.

Task 3 Design

Task 3.A Right of Way, Utility Coordination, & Encroachment Permit

NorthStar will communicate and coordinate with adjacent property owners including, but not limited to, Caltrans (Traffic Control Permit) to establish temporary construction signage, proposed locations and grades of driveways, locations of mailboxes, parking layouts, walkway configurations, fence relocation(s), tree removal, and other related permits and improvements if necessary.

NorthStar coordinate with utility companies to identify utility conflicts and collaborate on appropriate avoidance or relocation solutions.

Utility companies where coordination will be provided include domestic/potable water supply, gas (Pacific Gas and Electric, PG&E), Electric (PG&E), storm drain (City of Oroville), and telecommunications (Comcast and AT&T).

Task 3.B Preliminary Design Development: 35%

This preliminary design task serves multiple functions in the design process: to advance the level of design to identify and resolve design challenges and accurately determine utility conflicts. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Technical design will follow primarily the criteria and guidance set forth in the 2011 (6th ed.) American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets and Caltrans Highway Design Manual if certain criteria are undefined. Additionally, design elements will follow the Caltrans Standard Specifications and Standard Drawing to the fullest extent practical and augmented with local design details and criteria as applicable.

IMPROVEMENT LAYOUT AND INITIAL GRADING

NorthStar will layout the curb, gutter, sidewalk, bike lanes, roadway intersections, and approximate grading catch points to best meet design criteria and project goals. This is expected to include, but not limited to, curb cut ramps at public and private roadway intersections and private driveways, repaving, striping, and signage. Vertical grading will be performed to identify potential constraints to existing right-of-way.

If necessary, an evaluation of potential utility conflicts will also be performed as part of this early layout phase.

DELIVERABLES:

- Draft and Final versions of the Basis of Design (Hardcopy and Digital copies).
- Meeting to discuss identified design challenges as needed.

Task 3.C Preliminary (60%) Level

This design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications. This level of design will incorporate design elements below as needed:

- detailed grading design and design elevation labels.
- plan and profile sheets for storm drainage improvements.
- develop a full plan sheet set.
- project specific construction details

DELIVERABLES:

- Title/ Signature/ Legend sheet (1).
- Typical Sections (1).
- Overview Plan/ Survey Control (1).
- Demolition Plan (3, 40 scale).
- Improvement Plans (Including Signage/Striping) (6, 10 scale).
- Temporary Traffic Control Plan (2, 100-scale).
- Engineers Estimate.
- One set of general and standard specifications.

Task 3.D Final Design and Contract Documents

90% LEVEL OF CONTRACT DOCUMENTS

Based on the City technical review and comments to the 60%, the project plans, specifications and estimate will be progressed to a 90% level of completion. This level of completion is essentially complete including preparation and inclusion of applicable bid documents. Additionally, this level of design will be developed to support submittal for the Request for Allocation for the construction phase of the project. The project plans will include additional needed label detailing, notes and design refinements to support implementation of the project by any contractor. Similarly, project specifications and engineer's estimate will be refined to support successful implementation of the project.

NorthStar will develop all applicable contract documents for the subsequent bidding and construction of the project. This will include in addition to the Specifications, Contractor-Agency agreement (specifically for and obtained from the City of Oroville) and needed Bid Documents. This combination of Specifications, Agreement and Bid Documents will be combined into one "Bid Book" document. Both the Agreement and Bid Documents (modified as necessary) will be incorporated based on previously formatted City documents. Bid Documents are expected to include, but not limited to: Notice to Contractors, Special provisions, Descriptions of Project, General Provisions, General Construction Details and Bid Forms.

DELIVERABLES:

Nelson Ave Intersection Improvements
Professional Services Agreement Scope of Work; NorthStar Engineering
11/23/2021

- NorthStar will provide deliverables in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
 - General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
 - Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 90% level of project plans, Final (100%) Contract Documents

After receiving comments from the 90% level of design contract documents, the Contract Documents will be refined to address applicable comments and best support constructability of the project.

Task 4 Storm Drain MS4 (Less than 2,500 S.F.)(Not included)

The project is proposing to create and/or replace less than 2,500 s.f. of impervious surface. It is assumed that storm drain MS4 management system complying with Post Construction Standards will not be required for this project and is not included in the proposal.

If a Post Construction Standard (MS4) analysis and report is requested by the City of Live Oak, an Additional Work Authorization will be needed prior to assisting with such tasks. Our estimated fee to perform that work is \$3,500.00

Task 5 Bidding

NorthStar will coordinate and assist the Client with the following:

- Answer any questions from contractors and/or bidders
- Responses will be provided via phone, email, formally response to submitted RFI's (assumes 4 hours)
- Prepare addendums to be released to the bidders (assumes 2 addendums)

PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Geotechnical investigation
- Landowner coordination: including right of way appraisals and acquisitions when necessary
- SWPPP can be provided for additional cost
- Construction staking can be provided for an additional cost



Civil Engineering
Architecture
Environmental
Planning
Surveying
Water Resources

COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: **\$26,480**

Task 1: Project Management	\$8,980
Task 2: Topographic Base Map	\$6,640
Task 3: Design	\$7,500
Task 4: MS4	\$960
Task 5: Bidding	\$2,400



Civil Engineering
 Architecture
 Environmental
 Planning
 Surveying
 Water Resources

STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$220.00
Senior Managing Engineer/Surveyor	\$200.00
Senior Engineer/Surveyor	\$180.00
Associate Engineer/Surveyor	\$160.00
Assistant Engineer/Surveyor	\$140.00
Junior Engineer	\$120.00
Senior Designer/Technician	\$130.00
Associate Designer/Technician	\$110.00
Assistant Designer/Technician	\$ 90.00
Party Chief	\$180.00
Two-Person Survey Crew	\$245.00
Three-Person Survey Crew	\$310.00
Party Chief (Prevailing Wage)	\$200.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner (Wolfe)	\$170.00
Senior Planner/Enviro Scientist/Planner/GIS Analyst	\$145.00
Associate Planner/Enviro Scientist/Planner/GIS Technician	\$120.00
Assistant Planner/Enviro Scientist/Planner	\$100.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$160.00
Administrative	\$ 95.00

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year

TASK ORDER #3
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of _____, 2022, by and between the City of Oroville ("City") and **NorthStar** ("Consultant").

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically production of plans, specifications, estimates, etc. for the repaving of intersection of Yard and Bridge Streets, and associated work; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **3387** between the City and the Consultant.

TASK ORDER

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's proposal attached as Exhibit "A" which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance

with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$25.260.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Task Order, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Task Order creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Task Order ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Task Order. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this

Task Order shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Task Order shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
10. Consultant's Books and Records.
 - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Task Order.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
 - c. Any records or documents required to be maintained pursuant to this Task Order shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Task Order.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Task Order or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Task Order. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal Task Order monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Task Order. All work performed by Consultant under this Task Order shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
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If to City: **City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant: **Ross Simmons, Senior Managing Engineer
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
rsimmons@northstareng.com**

19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number 3387 stand alone and are unaffected by this Task Order.

20. Amendments. This Task Order may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Task Order is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Task Order will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Task Order without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Task Order shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Task Order shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Task Order.
23. Severability. If any term or portion of this Task Order is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Task Order shall continue in full force and effect.
24. Controlling Law Venue. This Task Order and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to

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

25. Litigation Expenses and Attorney's Fees. If either party to this Task Order commences any legal action against the other party arising out of this Task Order, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Task Order may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Task Order, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Task Order. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Task Order. Each party warrants that the individuals who have signed this Task Order have the legal power, right, and authority to make this Task Order and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Task Order. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent

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

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

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

CITY OF OROVILLE

NORTHSTAR

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

APPROVED AS TO FORM:

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

Attachments:

Exhibit A - Consultant Scope

Exhibit B – **Fee Proposal/Schedule**

SCOPE OF WORK

SERVICES PROVIDED

NorthStar has prepared the following scope of services to develop the project design and subsequent construction bid documents that best supports the successful implementation of this project. This scope is based on our understanding of the project at the time of this proposal, a recent site visit, our experience, and the Design Team's collective experience with similar improvement projects. We appreciate the opportunity to discuss the scope of this project and the respective level of effort during the proposal process.

Task 1 Project Management

NorthStar Engineering will perform the various services and activities associated with management of the construction contract. Diligent contract management for state funded contracts is a critical component in successfully managing these public funds and ultimately maintaining the City's positive standing with funding agencies.

PROJECT ADMINISTRATION AND OVERHEAD

Project Administration and Overhead includes front office and project administration including but not limited to, managing insurance policies, packaging, mailing and deliveries, billing, Ajera billing software setup, certified payroll invoicing, etc.

PROJECT COORDINATION

Explicit and thorough communications with the City and with the Design sub consultants is vital to the success of any project, and as such the NorthStar Design Team segregates this as a separate scope and budget component to acknowledge and account for this element during the life of the project development. To effectively manage the project NorthStar expects to have a weekly one-hour meeting for a month duration with the City to review project progress and activities.

QUALITY ASSURANCE / QUALITY CONTROL

NorthStar Engineering's approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 30 years. Two primary methods for consistently delivering a quality product on-time and within budget; internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

Task 2 Basemapping

Topographic Surveys & Mapping

NorthStar will perform a topographic survey and provide a base map suitable for the design of the new traffic intersection project. The topographic map shall include:

- Surface improvements

- Topographic features
- Underground utilities compiled from utility surface features, as-built plans, and franchise utility system maps (research performed by NorthStar).
- Existing striping
- Trees larger than 5" diameter, measured at breast height.

The vertical control will be on the North American Vertical Datum of 1988 (NAVD88). The topographic survey will be compiled in AutoCAD Civil 3D 2018. A signed pdf file of the Topographic Base Map and the AutoCAD drawing file will be provided for the project teams use.

This topographic survey excludes any right-of-way or boundary line determination within the project area. If it is determined that right-of-way or boundary lines are needed a separate scope and estimate shall be provided by NorthStar.

Task 3 Design

Right of Way, Utility Coordination, & Encroachment Permit

NorthStar will communicate and coordinate with adjacent property owners including, but not limited to, City of Oroville (Encroachment Permit) to establish temporary construction signage, proposed locations and grades of driveways, locations of mailboxes, parking layouts, walkway configurations, fence relocation(s), tree removal, and other related permits and improvements if necessary.

NorthStar coordinate with utility companies to identify utility conflicts and collaborate on appropriate avoidance or relocation solutions.

Utility companies where coordination will be provided include domestic/potable water supply, gas (Pacific Gas and Electric, PG&E), Electric (PG&E), storm drain (City of Oroville), and telecommunications (Comcast and AT&T).

Preliminary Design Development: 35%

This preliminary design task serves multiple functions in the design process: to advance the level of design to identify and resolve design challenges and accurately determine utility conflicts. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Technical design will follow primarily the criteria and guidance set forth in the 2011 (6th ed.) American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets and Caltrans Highway Design Manual if certain criteria are undefined. Additionally, design elements will follow the Caltrans Standard Specifications and Standard Drawing to the extent practical and augmented with local design details and criteria as applicable.

NorthStar will layout the curb, gutter, sidewalk, bike lanes, roadway intersections, and approximate grading catch points to best meet design criteria and project goals. This is expected to include, but not limited to, curb cut ramps at public and private roadway intersections and private driveways, repaving, striping, and signage. Vertical grading will be performed to identify potential constraints to existing right-of-way.

If necessary, an evaluation of potential utility conflicts will also be performed as part of this early layout phase.

DELIVERABLES:

- Draft and Final versions of the Basis of Design (Hardcopy and Digital copies).
- Meeting to discuss identified design challenges as needed.

Preliminary (60%) Level

This design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications. This level of design will incorporate design elements below as needed:

- detailed grading design and design elevation labels.
- plan and profile sheets for storm drainage improvements.
- develop a full plan sheet set.
- project specific construction details

DELIVERABLES:

- Title/ Signature/ Legend sheet (1).
- Typical Sections (1).
- Overview Plan/ Survey Control (1).
- Demolition Plan (3, 40 scale).
- Improvement Plans (Including Signage/Striping) (6, 10 scale).
- Engineers Estimate.
- One set of general and standard specifications.

Task 3.A Final Design and Contract Documents

90% LEVEL OF CONTRACT DOCUMENTS

Based on the City technical review and comments to the 60%, the project plans, specifications and estimate will be progressed to a 90% level of completion. This level of completion is essentially complete including preparation and inclusion of applicable bid documents. Additionally, this level of design will be developed to support submittal for the Request for Allocation for the construction phase of the project. The project plans will include additional needed label detailing, notes and design refinements to support implementation of the project by any contractor. Similarly, project

specifications and engineer's estimate will be refined to support successful implementation of the project.

NorthStar will develop all applicable contract documents for the subsequent bidding and construction of the project. This will include in addition to the Specifications, Contractor-Agency agreement (specifically for and obtained from the City of Oroville) and needed Bid Documents. This combination of Specifications, Agreement and Bid Documents will be combined into one "Bid Book" document. Both the Agreement and Bid Documents (modified as necessary) will be incorporated based on previously formatted City documents. Bid Documents are expected to include, but not limited to: Notice to Contractors, Special provisions, Descriptions of Project, General Provisions, General Construction Details and Bid Forms.

DELIVERABLES:

- NorthStar will provide deliverables in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
 - General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
 - Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 90% level of project plans, Final (100%) Contract Documents

After receiving comments from the 90% level of design contract documents, the Contract Documents will be refined to address applicable comments and best support constructability of the project.

Task 4 Storm Drain MS4 (Less than 2,500 S.F.)

The project is proposing to create and/or replace less than 2,500 s.f. of impervious surface. It is assumed that storm drain MS4 management system complying with Post Construction Standards will not be required for this project and is not included in the proposal.

Although MS4 is not required, time has been included in the estimate to provide a clarification letter and supporting documentation to the City of Oroville.

Task 5 Bidding

NorthStar will route for signatures and deliver the Final (100%) Contract Documents for bidding purposes after completion of full review and subsequent modifications.

Additionally, NorthStar will aid the City during the construction bidding and awarding process. Specifically, NorthStar will provide technical support to the City by answering and documenting questions from potential bidders and staff. If applicable, NorthStar will attend a Pre-Bid Conference to answer questions or clarify technical information presented in the construction documents of prospective construction bidders. NorthStar will also provide written responses to contractor requests for information (RFI's) during the bidding process and draft addendums as applicable.

NorthStar will coordinate and assist the Client with the following:

- Answer any questions from contractors and/or bidders
- Responses will be provided via phone, email, formally response to submitted RFI's (assumes 4 hours)
- Prepare addendums to be released to the bidders (assumes 2 addendums)

PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Geotechnical investigation
- Landowner coordination: including right of way appraisals and acquisitions when necessary
- SWPPP can be provided for additional cost
- Traffic Control Plan can be provided for additional cost
- Construction staking can be provided for an additional cost
- Right-of-way or boundary line determination within the project area



Civil Engineering
Architecture
Environmental
Planning
Surveying
Water Resources

COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: **\$25,260**

Task 1: Project Management	\$3,740
Task 2: Topographic Base Map	\$7,340
Task 3: Design	\$10,820
Task 4: MS4	\$960
Task 5: Bidding	\$2,400



Civil Engineering
 Architecture
 Environmental
 Planning
 Surveying
 Water Resources

STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$220.00
Senior Managing Engineer/Surveyor	\$200.00
Senior Engineer/Surveyor	\$180.00
Associate Engineer/Surveyor	\$160.00
Assistant Engineer/Surveyor	\$140.00
Junior Engineer	\$120.00
Senior Designer/Technician	\$130.00
Associate Designer/Technician	\$110.00
Assistant Designer/Technician	\$ 90.00
Party Chief	\$180.00
Two-Person Survey Crew	\$245.00
Three-Person Survey Crew	\$310.00
Party Chief (Prevailing Wage)	\$200.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner (Wolfe)	\$170.00
Senior Planner/Enviro Scientist/Planner/GIS Analyst	\$145.00
Associate Planner/Enviro Scientist/Planner/GIS Technician	\$120.00
Assistant Planner/Enviro Scientist/Planner	\$100.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$160.00
Administrative	\$ 95.00

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: OAK TREE MITIGATION AGREEMENT FOR APN: 026-010-068 & 026-010-069

DATE: FEBRUARY 1, 2022

SUMMARY

The Council may receive information regarding a mitigation agreement to the City's Oak Tree Loss Mitigation for property owner of APN: 026-010-068 & 026-010-069.

DISCUSSION

The property owner purchased APN: 026-010-068 & 026-010-069 in 2021 to plant approximately 10,000 Almond trees. When the owner first acquired the parcels, there were a number of Oak trees that were removed by the previous owner. The present owner unknowingly removed 67 (1012 DBH inches) additional Oak trees without City review to accommodate the proposed Almond orchard.

Per the City's Oak Tree Mitigation Ordinance, the removal of any oak trees six inches or larger in diameter breast height (DBH) shall be replaced by two inches of plantings on site or nearby, subject to the approval of the Community Development Director.

The parcel is zoned Open Space (OS). Per the zoning, an agriculture is an allowable use for the parcel. Adjacent parcels to the west, south and east of the site are zone Open Space and have been developed as agricultural land. The parcel to the immediate north is zoned at Intensive Commercial (M-2) with no existing development.

However, Oak trees are a protected species in California and the Oroville Municipal Codes section 17.12.065 Oak tree loss mitigation is meant to preserve Oroville's valuable native oak trees by protecting them during grading and construction, minimizing their removal, replacing them when removal is approved, and monitoring them to ensure that they are maintained.

Code Enforcement issued a stop work notice to the property owner due to the removal of oak trees without a permit, notification, or planning O.M.C. 17.12.065 (C) (1). After reviewing and independent arborist report dated 4/1/2021, the City's Master Arborist determined the in-lieu fee to be approximately \$100 per tree to replant and monitor.

The property owner has agreed to the mitigation and will plant a total of 573, 3-inch replacement oak trees. Due to the number of trees needing to be replanted, staff will allow the property

owner to phase these plantings in over a three-year period with annual site inspections to monitor their progress.

FISCAL IMPACT

None.

RECOMMENDATION

Because the property owner agrees to the mitigation identified in the Municipal Code, no further Council action is needed.

ATTACHMENTS

- Agreement
- Arborists Memo
- Aerial of Parcels

OFFICIAL BUSINESS:
AP No. 026-010-069 &
026-010-068

Pursuant to Sections 6103 and
27383 of the Government Code,
the City of Oroville is exempt
from payment of recording fee.

After recording return to:

City of Oroville
Department of Community Development
1735 Montgomery Street
Oroville, CA 95965-4897

SPACE ABOVE THE LINE FOR RECORDER'S USE ONLY

AGREEMENT REGARDING OAK TREE MITIGATION

This Agreement is entered into this 27th day of December 2021, by and between Sukhvinder Singh and Jasveer Singh ("Owner") and the City of Oroville ("City"), a municipal corporation.

WHEREAS, the Owner is the fee title holder to real property ("Site") within the jurisdiction of the City, which Site is described in Exhibit "A" attached to and incorporated in this Agreement by this reference;

WHEREAS, City has determined that in order to satisfy the on-site replacement of the removal of Sixty-Seven (67) native oak trees for oak tree mitigation, Owner has agreed to plant a total of Five Hundred Seventy-Three (573), three-inch oak trees within the boundaries of Assessor's Parcel Number 026-010-069 & 026-010-068 as shown on the Assessor's Parcel Map recorded at the County of Butte.

WHEREAS, the O.M.C. 17.12.065 Oak Tree Loss Mitigation requires Owner to monitor and report about the health of the trees for a period of five (5) years, and to replace trees as described in this Agreement.

NOW, THEREFORE, CITY and OWNER AGREE AS FOLLOWS:

1. Owner shall comply with the following:

1.1 Owner shall monitor and provide reports pertaining to the Five Hundred Seventy-Three (573) oak trees planted within the parcel boundaries in accordance with the City of Oroville's Arborist's Memorandum attached as Exhibit "C";

1.2. If more than twenty-five percent of the oak trees planted within the parcel boundaries fail to survive during the five years after being planted, Owner shall replace the trees within 30 days from the date of the City's notice to do so.

2. The City and its successors and assigns are deemed the beneficiaries of the obligations contained herein, without regard to technical classification and designation. The agreement shall run in favor of the City and its successors and assigns without regard to whether the City has been, remains, or is an owner of land, and shall bind the Owner and Owner's successors and assigns, whether they are public or private entities. Such beneficiaries shall have the right to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other property proceedings to enforce the curing of such breach to which it or any other beneficiaries of the agreement are entitled.

3. This Agreement shall not be amended by the parties except by a written agreement duly approved by the parties. The City and its successors and assigns, and the Owner and owner's successors and assigns shall have the right to consent and agree to change in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Agreement without the consent of any tenant, easement holder, licensee, mortgage, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site.

4. The Owner and Owner's successors and assigns, whether public or private entities, shall perform each and every obligation set forth in this Agreement.

5. If either party breaches this Agreement resulting in litigation, the prevailing party to such litigation shall be entitled to receive reasonable attorney's fees from the losing party.

6. This Agreement shall be recorded against the title of the Site.

IN WITNESS WHEREOF, the Agency and Owner have executed this Agreement.

CITY OF OROVILLE

OWNER

Mayor Chuck Reynolds

Sukhvinder Singh,

ATTEST:

Jasveer Singh

City Clerk Bill LaGrone

APPROVED AS TO FORM:

City Attorney Scott Huber

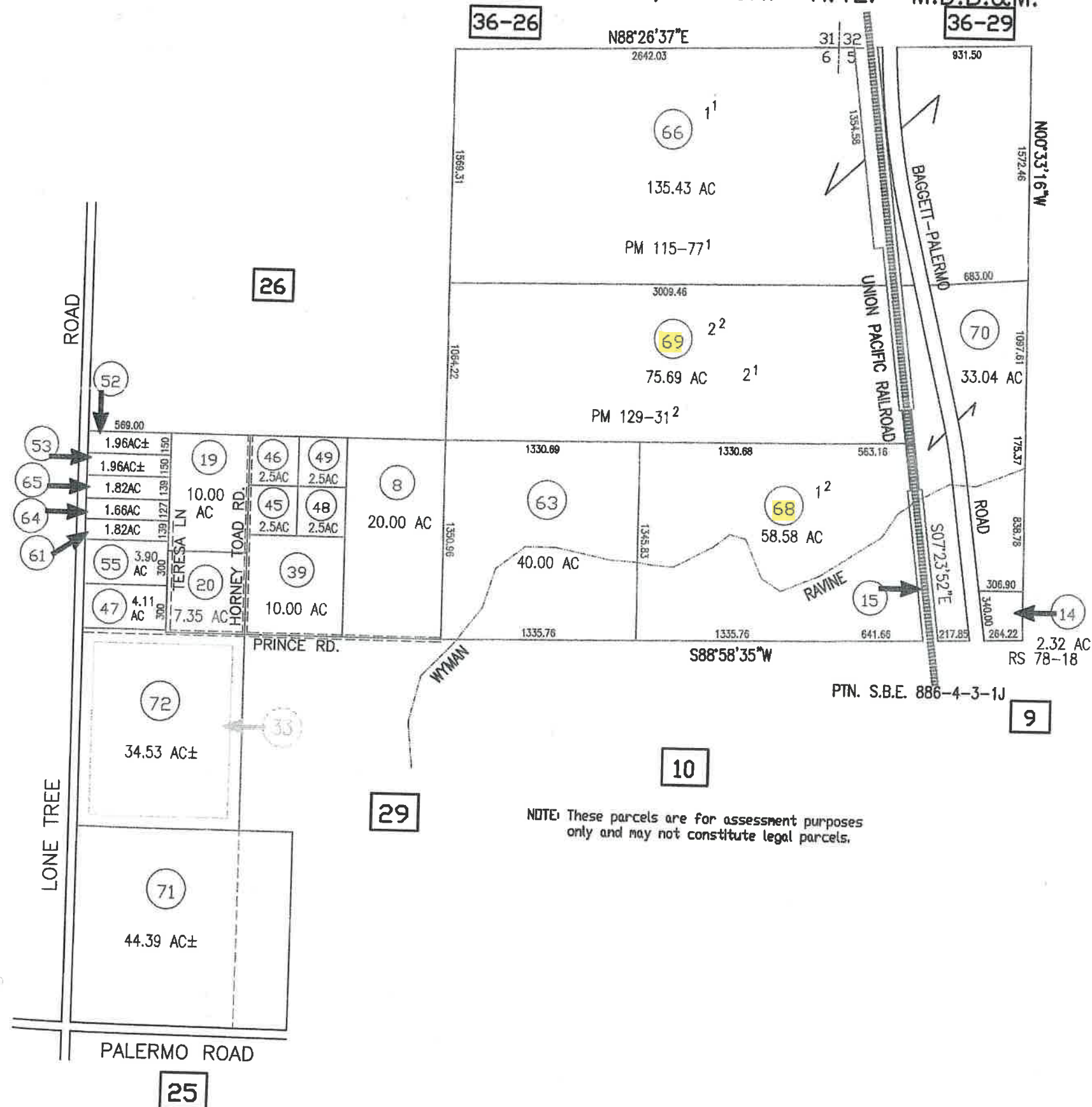
EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT "A"

PTN. SEC'S. 5, 6 & 7, T.18N. R.4E. M.D.B.&M.



26-01

 $1'' = 800'$

2

5

6

9

10

29

25

**Assessor's Map No. 26-01
County of Butte, Calif.**



City of Oroville

PARKS, TREES, AND STREETS

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2401 – FAX (530) 538-2426
www.cityoforoville.org

WADE
ATTEBERRY

INTEROFFICE MEMORANDUM

TO: DAWN NEVERS; COMMUNITY DEVELOPMENT DIRECTOR

FROM: WADE ATTEBERRY; PUBLIC WORKS MANAGER

RE: ARBORIST FINDINGS FOR APN 026-010-069 & 026-010-068

DATE: January 21, 2022

A stop work notice was issued due to removing oak trees without a permit for APN 026-010. After reviewing all information provided within the Arborist Report that was submitted by the property owner, making a site visit to the property, and discussing the future of the property with the property owner and Administration, it is my finding that there is sufficient space within the property to replace all oak trees that were removed.

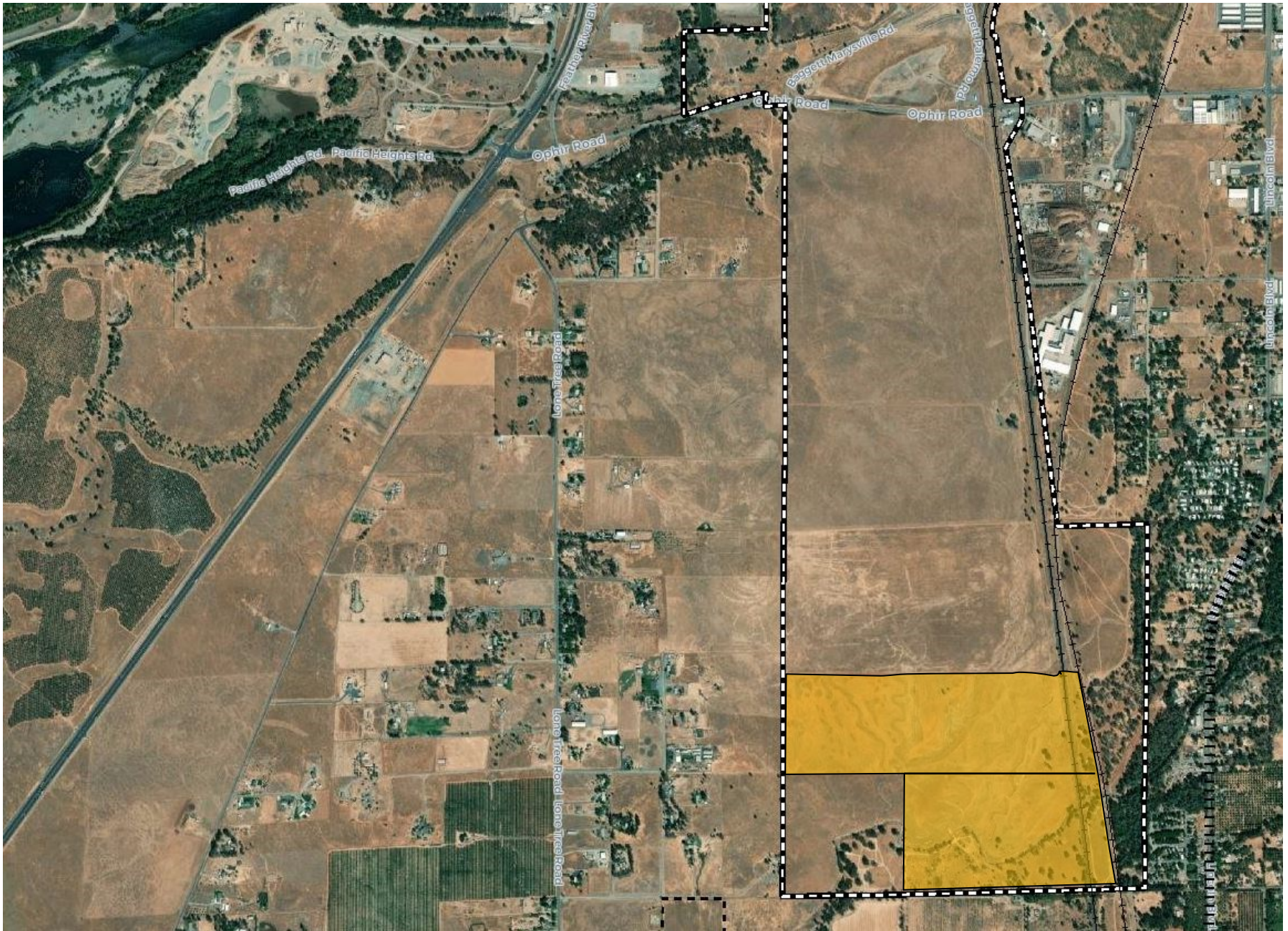
The property owner unknowingly removed 1012 inches of protected oak trees of which 860 inches shall be mitigated. It is my understanding that the property owner has agreed to stop removal and preserve all remaining oak trees on the property.

The property owner has agreed to plant a total of 573, 3-inch replacement oak trees. I feel because of the number of trees needing to be replanted we could allow him to phase these plantings in over a three-year period. Also, I feel with the number of oak trees needing to be replaced, we should make annual site visits.

I feel this is the best-case scenario to meet the intent of the Oak Tree Loss Mitigation Ordinance while allowing the property owner to plant the intended Almond orchard.

Respectfully Submitted,

Wade Atteberry
P.W. Manager
Certified Arborist WE#4514AM





CITY OF OROVILLE STAFF REPORT

TO: MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: DECLARE BY RESOLUTION, AUTHORIZATION OF THE CITY ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS TO CALRECYCLE FOR AN SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$24,450

DATE: FEBRUARY 1, 2022

SUMMARY

The Council will consider approving a resolution authorizing the City Administrator to execute all grant documents for the CalRecycle application for an SB 1383 Local Assistance Grant funding in the amount of \$24,450.

DISCUSSION

The Department of Resources Recycling and Recovery (CalRecycle) has been tasked with administering a one-time grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. This non-competitive grant program will provide funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

The CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants. Funding application are due February 1, 2022, and the authorizing Resolutions are due March 1, 2022. Staff has submitted a grant application for the \$24,450 to provide the needed personnel, consultants, and collection equipment.

Staff is requesting Council to declare by Resolution, authorization of the City Administrator to execute all grant documents necessary, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

FISCAL IMPACT:

Should the grant be awarded, the \$24,450 will provide assistant in covering the cost of the Recycling Consultant, personnel, and collection equipment.

RECOMMENDATION:

Resolution No. 9025 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, STATE OF CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$24,450 AND EXECUTE ALL NECESSARY GRANT RELATED DOCUMENTS

ATTACHMENTS:

Resolution No. 9025

Grant Application

RESOLUTION NO. 9025**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, STATE OF CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$24,450 AND EXECUTE ALL NECESSARY GRANT RELATED DOCUMENTS**

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, the City of Oroville has submitted a grant application for \$24,450 to provide the needed personnel, consultants, and collection equipment to provide the needed guidance and program reporting; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meeting of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

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

The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

The City Council hereby authorizes the City Administrator (or the City Administrators authorized designees) as Signature Authority to execute all documents necessary to implement and secure payment for the CalRecycle 1383

Local Assistance Grant Program (Grant ID: 24932).

The City Council hereby authorizes the City Administrator to execute in the name of the City of Oroville, all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

This Resolution shall take effect immediately upon its adoption and is effective for no less than five (5) years from the date of adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on February 1, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



Application Certification

Application Information

Applicant: City of Oroville

Cycle Name: SB 1383 Local Assistance Grant Program

Application Due Date: 02/01/2022

Cycle Code: OWR1

Secondary Due Date: 03/01/2022

Grant ID: 25278

Grant Funds Requested: \$24,450.00

Matching Funds: \$0.00 (if applicable)

Contacts

Name	Title	Prime	Second	Auth	Cnslt	Prtcpt. Auth
Jennifer Arbuckle	Grant Manager/Consultant	X			X	
Dawn Nevers	Assistant Community Development Director		X			
Bill LaGrone	City Administrator			X		

Budget

Category Name	Amount
Admin Costs	\$0.00
Collection	\$0.00
Education	\$0.00
Enforcement	\$0.00
Equipment	\$4,000.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$0.00
Materials	\$0.00
Personnel	\$20,450.00
Training	\$0.00
Upgrade/Expansion	\$0.00

Documents	Document Title	Received Date
-----------	----------------	---------------

Required

Application Certification

Required By Secondary Due Date

Resolution - Individual Application

Resolution - Regional Application Lead Participant

Application Certification

Other Supporting Document(s)

Draft Resolution

Draft Resolution

1/19/2022

Joint Powers Agreement

Letter of Authorization/Resolution

Letter of Designation

Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

☒ Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

☒ Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

☒ Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

☒ Not Applicable

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which may consist of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Application Certification

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date

Print Name

Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND
BOARDS**

DATE: FEBRUARY 1, 2022

SUMMARY

The Mayor may appoint Council Members to various Committees, Commissions and Boards or leave assignments the status quo. Once the Mayor has made these assignments, the Council will vote to confirm the assignments.

DISCUSSION

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

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

FISCAL IMPACT

None

RECOMMENDATION

Mayor assign Council Members to various assignments, discuss assignments and vote to confirm or deny assignments.

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2020-2021

Item 5.

									
	Chuck Reynolds	Scott Thomson	Krysi Riggs	Janet Goodson	Art Hatley	David Pittman	Eric Smith		
ALUC - Airport Land Use						X		1, Alt	Airport Manager
ARTS COMMISSION				X			A	1, Alt	Community Development Director
BCAG - Butte County Assocation of Governments	X	A						1, Alt	City Administrator or City Engineer
BCAQCB - Butte County Air Quality Control Board	X	A						1, Alt	City Administrator or Director of Community Develop
CHAMBER OF COMMERCE		X	A					1, Alt	City Administrator
Citizens Oversight Committee				X	A		X	2, Alt	Finance Director
COCC - Butte County Continuum of Care				A			X	1, Alt	Director of Community Development
EXECUTIVE COMMITTEE/ INTERGOVERNMENTAL	X					X	X	3	City Administrator
LEAGUE OF CALIFORNIA CITIES			X				A	1, Alt	City Administrator
LOAN ADVISORY HOUSING and ECONOMIC DEVEL	X		X			X		3	Business Assistance and Housing Director
ODBA - Oroville Downtown Business Assocation			X					1	PIO
ORAC - Oroville Recreation Area Committee		X					A	1, Alt	PIO
SBF - Supplemental Benefit Committee	X	X	A			X		3, 3 Alt	Program Specialist
SC-OR - Sewerage Commission Oroville Region	X	A						1, Alt	City Engineer
SGMA - Sustaniable Groundwater Management					A		X	1, Alt	City Engineer
Butte County Mosquito & Vector Control								1	Director of Community Development
TOURISM			X					1	PIO
VETERAN MEMORIAL PARK					X			1	City Administrator

X - Voting Member A - Alternate Member

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2020-2021

Item 5.

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: CULTURAL FACILITIES CURATOR / VOLUNTEER COORDINATOR

DATE: FEBRUARY 1, 2022

SUMMARY

The City Council will consider amending the previously adopted job description for a Cultural Facilities Curator / Volunteer Coordinator from a part-time position to a fulltime benefitted position.

DISCUSSION

On September 7th, 2021, the City Council approved unfreezing the Cultural Facilities Curator / Volunteer Coordinator position and salary schedule. The position will be responsible for all curator duties, including preservation of artifacts and coordinating the docent program for the Lott Home, Pioneer Museum, Chinese Temple & Museum Complex, Bolt's Antique Tool Museum and the Feather River Nature Center. Additionally, the Curator will be tasked with working with Explore Butte County, the Chamber of Commerce, and the Downtown Oroville Business Association to collaborate on tourism.

The City of Oroville is unique in the fact that it oversees five museums containing incomparable collections of artifacts and local history. Due to the City's previous financial state, the position was frozen. The museums have remained open to the public because of the Oroville Docents Association and the support of the Parks Department.

At the time of approval, staff requested the position to be budgeted in the 2021/2022 fiscal year budget at 28 hours per week with no benefits. After further research and discussions with the Docents Association, staff believes a full-time Cultural Facilities Curator / Volunteer Coordinator position will be necessary. The necessity is consequential of the further decline in Docent Association members (volunteers) which has caused the reduction in the days of operation for each museum. Having a fulltime Curator that can be solely focused on the museums while rebuilding a strong volunteer program will be beneficial to increase the tourism to the museums and the historic downtown.

FISCAL IMPACT

A budget adjustment in the 2021/22 Fiscal Year Budget was made in September of 2021 for the Cultural Facilities Curator/ Volunteer Coordinator position. With 5 months remaining in

the fiscal year, no further adjustment will be necessary. A fulltime position will be budgeted in the 2022/2023 Fiscal Year Budget if approved.

RECOMMENDATION

Amend the previously adopted Cultural Facilities Curator / Volunteer Coordinator position from a part-time 28-hour position with no benefits to a fulltime 40-hour benefitted position.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.08 OF THE MUNICIPAL CODE OF THE CITY OF OROVILLE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES AND ESTABLISHING A SEQUENCE FOR EACH DISTRICT ELECTION (SECOND READING)

DATE: FEBRUARY 1, 2022

SUMMARY

The Council will consider the adoption of Ordinance No. 1862 to amend Title 2, Chapter 2.08 of the Municipal code of the City of Oroville to adopt revised District voting boundaries and to establish a sequence for each District election.

DISCUSSION

Pursuant to Elections Code section 21601(a), the City is required to review its voting district boundaries following each decennial federal census. On October 19, 2021, the Council began a series of public hearings to revise the voting District Boundaries based on the new Census numbers. The Council held the required public hearings on October 19, 2021, November 18, 2021, December 16, 2021, and January 06, 2022, to introduce tentative maps and to receive public input. A community workshop was held on December 15, 2021, to ensure anyone that needed assistance creating their own version of a map had the proper assistance.

The tentative maps under consideration have been published pursuant to the Elections Code.

At the January 6, 2022, Special Council Meeting, Council gave direction to proceed with the adoption of District Map 29. The Council should determine the sequencing of the district elections.

At the January 18, 2022 Oroville City Council meeting, the Council gave direction regarding the sequencing of elections and additional language to be added to the proposed Ordinance. The sequencing directed was District A-29, B-29, and F-29 were to be up for election in 2022 and Districts C-29, D-29, and E-29 to be up for election in 2024. The Council direction to include language that would automatically rescind this Ordinance in the event of a Court ruling that no longer required the City to be divided into Districts. The additional information has been added to the proposed Ordinance and is highlighted in yellow.

If approved, this process will be in place for the November 2022 general election. The Council will consider adoption of the Ordinance.

FISCAL IMPACT:

The costs for the demographer and other related fees were previously approved by the Council.

RECOMMENDATION:

1. Waive the second reading and Adopt Ordinance No. 1862 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING AMENDMENTS TO TITLE 2, CHAPTER 2.08 OF THE MUNICIPAL CODE OF THE CITY OF OROVILLE AND ADOPTING REVISED DISTRICT VOTING BOUNDRIES.

ATTACHMENTS:

1. ORDINANCE 1862
2. MAP 29

ORDINANCE NO. 1862

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.08 OF THE MUNICIPAL CODE OF THE CITY OF OROVILLE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES.

WHEREAS, On October 6, 2020, the City Council of Oroville (“City”) adopted Ordinance No. 1846, changing the City from at large to by-district voting system, adopting boundaries for the City’s six voting districts and establishing an implementation schedule for conversion to by-district voting during the 2022 and 2024 election cycles: and

WHEREAS, pursuant to Elections Code section 21601(a), the City is required to review its voting district boundaries following each decennial federal census; and

WHEREAS, in 2019, the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (“FAIR MAPS”) Act (AB 849) amended the process and criteria by which the City must evaluate and adjust its voting district boundaries; and

WHEREAS, as permitted under Elections Code section 21607.1(e), on October 19, 2021, a duly noticed public workshop conducted by City staff and the City’s redistricting consultant, Q2 Data and Research, was held for the purpose of explaining the redistricting process under the FAIR MAPS Act and receiving public input regarding communities of interest and the composition of one of more council districts; and

WHEREAS, at the regular City Council meeting of November 18, 2021, and at the special City Council meeting of December 16, 2021, the City Council held public hearings to receive public input regarding communities of interest and the composition of districts including at the latter meeting public live map drawing; and

WHEREAS, on January 6, 2022, the map attached hereto as Attachment 1 accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each council district depicted, was posted as a draft map (“Draft Map 29”) on the City’s redistricting website; and

WHEREAS, at the regular City Council meeting held on January 18, 2022, the City Council held a public hearing to receive public input regarding the composition of one or more council districts and, as described in this Ordinance, selection of Draft Map 29 to be the City Council District Map as that term is used in the Oroville Municipal Code section 2.08, which Ordinance was thereafter introduced for a first reading at the same regular meeting of the City Council; and

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

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The map described in this Ordinance and attached hereto as Exhibit A is hereby adopted as the “City Council District Map” as codified in Section 2.08.130 of the Oroville Municipal Code and incorporated therein by this reference.

SECTION 3 - Election Schedule- Section of 2.08.140 of the Oroville Municipal Code is revised as follows: Council Members shall be elected in Council Districts A, B, and F beginning at the general municipal election in November 2022, and every four years thereafter. Council Members shall be elected in Council Districts C, D, and E beginning at the general municipal election in November 2024, and every four years thereafter.

SECTION 4. Sunset Provisions -This Ordinance shall be of no further force and effect if the California Voting Rights Act, Elections Code sections 14025 through 14032, as it now exists or may hereafter be amended, is repealed, or declared by a court of competent jurisdiction to be facially unconstitutional, in whole or in part, or unconstitutional, in whole or in part, as applied to the City of Oroville, or is amended such that its provisions no longer apply to the City of Oroville. In the event this Ordinance is of no further force and effect pursuant to this section, the City Council shall immediately consider an Ordinance repealing subsections 2.08.120, 2.08.130, and 2.08.140 of Title 2, Chapter 2.08 of the Municipal Code of the City of Oroville. In the event this Ordinance is of no further force and effect pursuant to this section, the incumbent Council Members elected pursuant to the provisions of this Ordinance shall complete their terms of office, and their successors shall be elected at-large in the order in which their terms expire and in accordance with all other provisions of law, unless the provisions of subsections 2.08.120, 2.08.130, and 2.08.140 of Title 2, Chapter 2.08 of the Municipal Code of the City of Oroville are re-enacted by the City Council and approved by the voters in accordance with Government Code section 34871, et seq.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, phrase, or portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. This Ordinance shall be effective commencing on the thirtieth (30th) day after its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

PASSED AND APPROVED by the Oroville City Council at a regular meeting held on this 1st day of February, 2022, by the following vote:

YES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

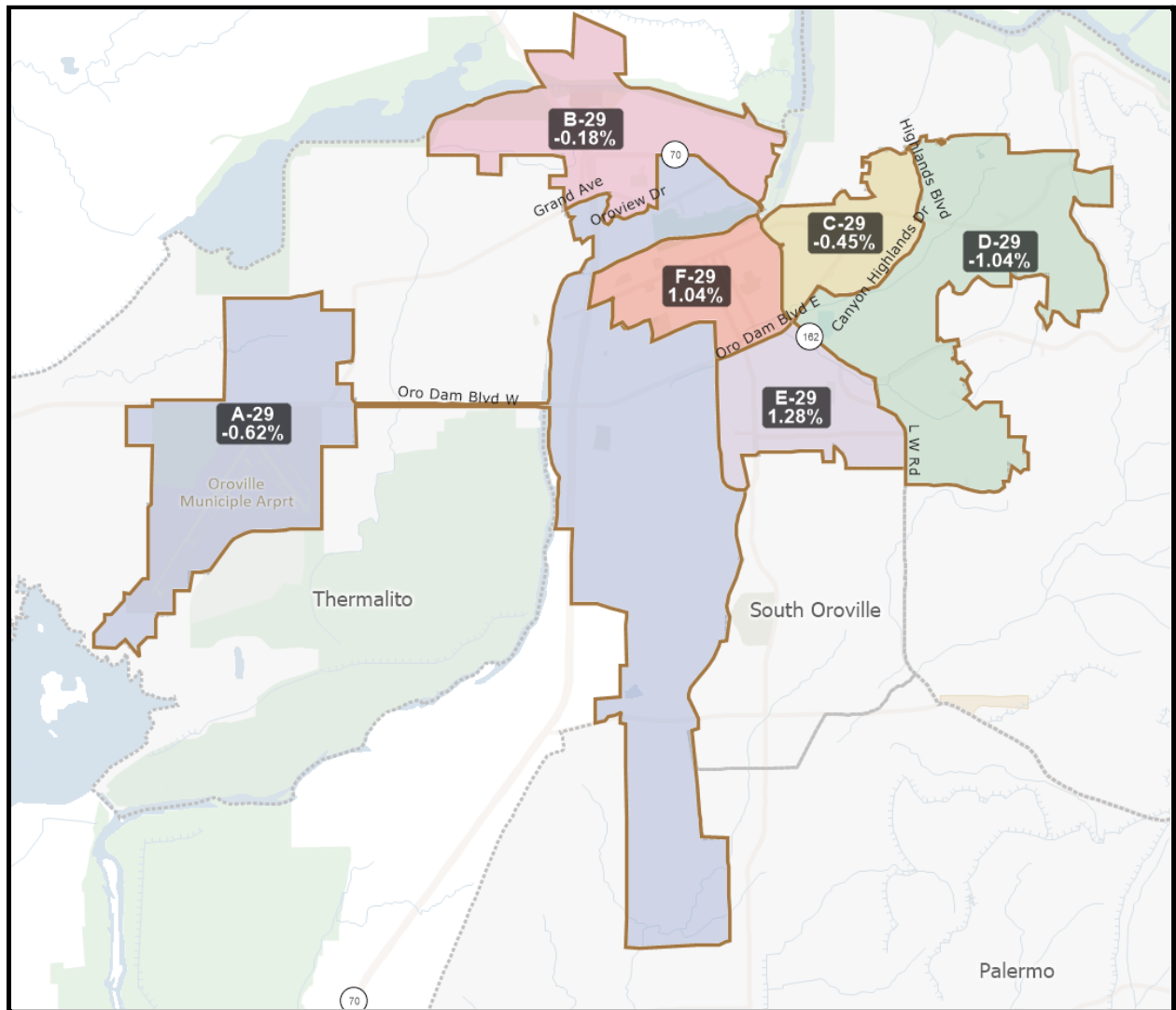
Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

Oroville City Council Redistricting 2021
December 13, 2021

Public Map Submission #12012021429

User Title: Our Town Map



Submission Comments: "This map is the most evenly split district map based on neighborhoods, communities of interest, districts and population density. This map allows for the most equal representation by a council member."



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR MARKETING SERVICES

DATE: FEBRUARY 01, 2022

SUMMARY

The Council may provide direction to the City Administrator to release a Request for Proposal (RFP) for Marketing Services.

DISCUSSION

Staff has produced a Request for Proposals (RFP) for Marketing Services. The City of Oroville seeks a firm to develop and implement a sustainable and strategic marketing and branding plan addressing the attraction, expansion, and retention of tourists, both individual and group, in Oroville; including strategic visioning, style guide development, marketing collaterals design and production. The City requests the proposal include examples of previous work completed, strategies used to develop the project(s), and an implementation outline to detail plans to launch the strategy.

Staff is requesting permission to release an RFP for Marketing Services for 30 days. This Contract shall include the cost of labor, and any needed materials to achieve the services as set forth in the Scope of work section of this Request for Proposal (RFP). The contract term will be for three (3) years. See the attached suggested RFP for additional details. Once the proposals are submitted staff will return to this Council with proposed contracts.

FISCAL IMPACT

The funds will come from the general fund balance

RECOMMENDATION

Authorize staff to release a Request for Proposal for Marketing Services for the City of Oroville

ATTACHMENTS

Request for Proposal for Marketing Services

CITY OF OROVILLE
REQUEST FOR PROPOSALS

Marketing Services

REQUEST FOR PROPOSAL

Objective

The City of Oroville seeks a firm to develop and implement a sustainable and strategic marketing and branding plan addressing the attraction, expansion, and retention of tourists, both individual and group, in Oroville; including strategic visioning, style guide development, marketing collaterals design and production, and media buying for all elements of the plan from the idea phase through launch. A well-designed marketing and branding plan will promote the region as a premier destination to the benefit of job creation, increased tax revenues (both transient occupancy and sales), and improved economic development for the City of Oroville. The plan should provide an accurate portrayal that resonates with visitors and residents alike. This firm should also identify common ideas and directions for community stakeholders to produce a collectively generated internal sense of place.

The City of Oroville ("Oroville" or "City") is accepting Proposals to provide Marketing Services for the City of Oroville, California.

This Contract shall include the cost of labor, and any needed materials to achieve the services as set forth in the Scope of work section of this Request for Proposal (RFP). The contract term will be for three (3) years.

Obtaining Contract Documents: Proposal Documents may be obtained from:

<https://www.cityoforoville.org/business/rfp>

Overview:

The City of Oroville is located in Butte County in the Sierra Nevada Foothills within the Northern Sacramento Valley. The City is considered the gateway to Lake Oroville and Feather River recreational areas. Lake Oroville, which is adjacent to the City, is the second largest lake in California. Lake Oroville was created with the construction of the Oroville Dam, the tallest earthen dam in the United States. The lake offers many sporting activities throughout the year, such as skiing, sailing, swimming, fishing, camping and picnicking. With all these wonderful surrounding features the City of Oroville has a lot to offer. We are looking to work with a marketing firm to highlight these features and enhance our image.

Proposals are due to the City of Oroville on or before 2:00 p.m., local time, on Tuesday March 8, 2022 at City Hall, 1735 Montgomery St, Oroville, California, 95965. Proposals received after said time or at any other place other than the time and place stated herein will not be considered. Postmarks will not be accepted.

Proposals will be evaluated and awarded in accordance with the City of Oroville Purchasing Policy, copies of which are available upon request. The selected proposal will be recommended for contract award to the Oroville City Council at a meeting within sixty (60) days after the final date of proposal acceptance. The City of Oroville reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal.

Any **questions** concerning this RFP should be addressed to Jordan Daley at (530) 538-2518, email: jdaley@cityoforoville.org or sent to City of Oroville Administration Department, Attention: J o r d a n D a l e y at 1735 Montgomery St, Oroville, CA 95965.

Goals

- Drive visitation and increase travelers and visitor expenditures
- Establish the rebrand of Oroville for current residents, potential visitors and travelers
- Demonstrate how the rebrand will integrate with our existing advertising, social media and website
- Establish consistency in photography and messaging that underpin the true experience of Oroville and result in return visitors

Strengths

- Proximity to an abundance of natural outdoor recreational amenities
- Visually appealing local scenery for photo and video
- High energy amongst stakeholders for cohesive tourism marketing effort
- Opportunity for growth in content marketing

Challenges

- Lack of cohesive feel and image in current marketing efforts; lacking an image and tagline that clearly identifies who Oroville is while being inviting and positive
- Effectively promoting the City of Oroville in addition to outside area attractions
- Being proactive to new technology and marketing strategies and initiatives
- Maintaining a website that feels both evergreen and innovative and also mobile friendly
- Lack of recognized city-wide event calendar that functions as the best resource for residents and tourists alike

1. SCOPE OF WORK

The City understands there are a variety of approaches to achieve these goals. Proposals must address all areas listed below. Indicate in the proposal when sub-consultants are planned and attach background information on the sub-consultant(s).

- Audit current marketing assets to determine what implicit and explicit messages are currently being sent and to what success.
- Provide analysis and direction on the current website and/or a new website.
- Develop a marketing and branding plan that specifies primary audiences, brand values, personality, and identifies a place-brand strategy to hold a specific position and purpose in the Oroville community.
- Develop a marketing strategy to include traditional media (print, radio, and television), digital advertising, social media marketing, website, blog and/or e-newsletters, and any other avenues seen as necessary.
- Develop consistent and high-quality photography and videography standards so marketing assets appear cohesive to new brand identity.
- Increase resident-held place identity and stakeholder cooperation to form “common ground” for a community collective goal and measures to meet those goals.
- Increase awareness among all audiences of the value of Oroville and encourage community support.
- Create and maintain a community calendar of events that serves as the best local resource for both residents and tourists alike to discover things to do in Oroville.
- Define plan successes and provide post-advertising measurement and analysis with written overviews

The City requests the proposal include examples of previous work completed, strategies used to develop the project(s), and an implementation outline to detail plans to launch the strategy. The examples provided should demonstrate ability and creativity to develop a strategy and associated plans/vision.

2. AWARD OF CONTRACT

The contract(s) will be based on the final scope of work that is mutually agreed upon between the City. The contract will be negotiated for the extent of services to be rendered and for the method of compensation. The final scope of services and compensation negotiated between the City and the successful proposer.

Present the following materials in the order shown below:

Project Understanding: A brief statement of the respondent’s understanding of the scope of work to be done and the commitment to perform the work including a summary of exceptions taken to the RFP, statement of work, and scope of work.

Qualifications of Consultant: An organizational chart depicting the project member(s), including any subcontractors; include a brief resume of the qualifications and experience of the consultant (project members) and examples of related work. At the very least, the Project Manager indicated on the organizational chart must be the same person actually leading the project and must participate in the oral interviews (if interviews are necessary).

Narrative Requirements: A thorough explanation and description of the consultant's proposed course of action and approach to accomplish the objectives listed in the "Scope of Work"; A detailed explanation of how the Bidder proposes to coordinate and develop subcontracting relationships; A detailed description of the proposed approach to communicate with the City.

Consultants are encouraged to explain in some detail their understanding of the scope of work and to identify supplemental tasks or work undertakings to enhance the project and/or reduce the costs thereof.

Provide a detailed description of the proposed consultation services, how it meets each of the objectives of this RFP, a detailed description addressing all of the areas of interest, as well as functions that are not fulfilled by the respondent's solution.

Relevant Experience: A brief statement of the consulting firm's experience in each area pertaining to each Task. Include at minimum five (5) references of contracts of similar size and scope with name, addresses, and phone numbers to be contacted regarding your company's job performance.

Samples of Work: Consultants are encouraged to submit work examples including marketing, communications, and community relations projects the consultant has worked on; copy writing examples (up to 3 examples); graphic design projects including brochures, newsletters, flyers, presentations, ads, etc. (up to 10 examples); and examples of both photography (up to 3 printed be viewed on-line).

Additional Information: If Consultant believes the City may have omitted pertinent ideas or Tasks they shall be noted in the body of their proposal, and the Rate and Fee Proposal shall reflect pricing per the City's stated Scope of Work as well as pricing to address the changes Consultant proposes as an alternate process.

Pricing Structure: Bidders shall submit, in a separate sealed envelope, a completed bid form detailing estimated costs, by key program tasks, on a time and material basis, indicating hourly rates for personnel, travel, total hours and total cost for completing the project by year.

Any start-up costs, which are nonrecurring, or which may be expected to be reduced, over time should be clearly identified.

This is to be provided in a separate, sealed envelope marked with the name of the Consultant, Marketing Services. Price is not to be mentioned anywhere in the transmittal letter or body of the proposal.

3. CITY RIGHTS

The City may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The City also reserves certain rights, including, but not limited to, the following:

- Reject any or all of the proposals.
- Issue subsequent RFPs.
- Cancel the entire RFP.
- Remedy technical errors in the RFP process.
- Appoint evaluation committees to review qualifications or proposals.

Seek the assistance of outside technical experts in qualification or proposal evaluation.
 Approve or disapprove the use of particular subcontractors.
 Establish a short list of firms eligible for discussions after review of the RFP.
 Negotiate with any, all, or none of the firms.
 Solicit best and final offers from all or some of the firms.
 Award a contract to one or more firms.
 Waive informalities and irregularities in the RFP.
 Award without discussion.
 Determine not to enter into the lease agreements, if an agreement on the Guaranteed Maximum Price is not reached or the City is unable to secure Project financing to the District's satisfaction.
 Add additional related work to the Project.
 Delete items from the Project.

Evaluation Process

The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services at a reasonable value.

Evaluation Criteria

The City of Oroville will evaluate all proposals and make an award using the following criteria, which are listed below:

- a. Thoroughness of the proposal
- b. Relevant experience of the consultant in producing similar, high-quality strategies and Campaigns
- c. Prior experience developing and implementing successful identity and branding campaigns for cities or other "place" clients
- d. The degree to which the consultant illustrates its understanding of Oroville and a critical marketing and branding campaign for the City
- e. The quality of promotional materials and presentation(s) requested by the Selection Committee or the City Council
- f. Evaluation of applicant's experience and qualifications including introductory letter, background and demonstrated past performance including references of previous clients and/or work performed; and
- g. Evaluation of applicant's ability to meet all the service requirements of the RFQ as outlined above.

4. SUBMITTAL REQUIREMENTS

The Consultant shall submit one (1) copy of the Schedule of Fees to the City of Oroville, Community Development Management Department in a separately sealed envelope and one (1) copy of the items that meet the Evaluation Criteria listed in the table below in a separate envelope and send to:

City of Oroville
 Attention: Dawn Neverson, Assistant Community Development Director
 1735 Montgomery St
 Oroville, CA 95965

City staff will accept proposals for City of Oroville Marketing Services until **2:00 p.m. on March 8, 2022.**
Postmarks will not be accepted, and late Proposals will not be considered.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. PUBLIC INFORMATION

All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Proposals may be reviewed by outside interested parties after all proposals received for a particular project have been reviewed and the intended awardee has been selected.

By submission of a proposal, Consultant understands and agrees that the City of Oroville is subject to the California Public Records Act (Cal. Gov. Code section 62500 et seq.), and that all or part of the proposal submitted by Consultant may be subject to disclosure therein regardless of whether the proposal or part thereof is marked as proprietary. The City reserves sole discretion to determine whether disclosure is necessary under State law, and Consultant hereby releases City from all liability relating to such disclosure. City shall have no obligation to litigate the issue of disclosure under the Act on behalf of Consultant.

2. RFP ADDENDA

The City of Oroville reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. It is the responsibility of all interested parties to verify the existence of addenda (check Purchasing's website at www.cityoforoville.org/PurchasingBids or call/ email the stated City contact).

3. PROPOSAL PREPARATION COSTS

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the vendor.

4. PROPOSALS

All proposals will be firm for a period of one-hundred and twenty (120) calendar days following the required date of submission unless an alternate time frame is stated in the Request for Proposals.

5. DEVIATIONS

If there are any deviations from the specifications set forth herein, the bidder shall note the deviations in his proposal. Failure to note a deviation from the specifications may be grounds for rejection by the City of that particular proposal. Where deviations are noted, the City reserves the right to accept a proposal containing such deviations provided that, in the sole opinion of the City, the deviation or deviations so noted do not affect the overall capability of the alternative item or process proposed to perform the function for which it is to be acquired and such deviations result in lesser total cost to the City for the subject item or service.

6. WITHDRAWAL OF PROPOSAL

Any proposer may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the City Clerk.

7. SELECTION PROCEDURES

Proposals submitted will be subject to the City's selection procedures for technical and/or professional consultants. Accordingly, final selection will be based upon overall capability to perform services and not exclusively upon cost of services.

The City may make any investigation it deems necessary to determine the ability of a Proposer to carry out the obligations indicated in the Request for Proposal and the submitted Proposal. At the City's sole discretion, the Proposer shall furnish to the City all information and data for this purpose if materials submitted by, or investigation of, any Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the stated obligations.

The City of Oroville reserves the right to accept the proposal that is in the best interest of the City. The City's decision shall be final.

8. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

9. AWARD OF CONTRACT

The award of the contract, if it is awarded, shall be made on the basis of availability of budgeted funds and to a responsible Contractor who presents the best value to the City.

4.20.040(C) [DN1] Procure for the city the needed quality in supplies, services and equipment that prove to be the best value to the city. Determination of best value may take into consideration additional elements beyond cost such as warranty, life cycle related costs, lead time, desired aesthetics, work experience as verified through references or work examples, vendor location, prior work with the city or other factors deemed relevant by the purchasing officer in the procurement of the needed supplies, equipment or work to be performed.

10. CITY OF OROVILLE BUSINESS LICENSE

The awarded Consultant may be required to obtain a City of Oroville Business License per [Municipal Code 6.02 [DN2]— Business Licenses.

6.02.020 It is unlawful for any person to be engaged in business in the city without having a valid license from the city to do so, in compliance with any and all regulations contained in this chapter pertaining to the business, unless the person is exempt under the provisions of this chapter. No person who is an employee, or the direct representative of a licensee, shall be required to pay a license fee for doing any part of the work of the licensee.

The selected Consultant shall execute an agreement with the City within ten (10) working days after

notification of selection, unless the time for execution has been extended for good cause at the sole discretion of the City. Failure of the selected firm to meet contract submission requirements (e.g. insurance) or failure to timely execute an agreement with the City may result, in the sole discretion of the City, a decision to select from the remaining proposers or to call for new proposals.

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2022, by and between the CITY OF OROVILLE ("City"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the City [proposes][desires] _____;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, 21__, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. CONSULTANT SERVICES

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Exhibit A, attached and incorporated herein. Consultant shall provide the services at the time, place and in the manner specified in Exhibit A.

SECTION 2. COMPENSATION AND REIMBURSEMENT OF COSTS

- A. City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in Exhibit B, attached and incorporated herein, in a total amount not to exceed _____ (\$_____). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract. The payments specified herein shall be the only payments to be made to Consultant for services rendered pursuant to this Contract.
- B. Consultant shall submit monthly invoices to City for work completed to the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.
- C. All correct, complete and undisputed invoices sent by Consultant to City shall be paid within thirty (30) calendar days of receipt.

SECTION 3. TERM AND TERMINATION

- A. Consultant shall commence work on or about _____ and complete said work no later than _____. Time is of the essence.
- B. If Consultant fails to perform its duties to the satisfaction of City, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then City shall have the right to terminate this Contract effective immediately upon City giving written notice thereof to Consultant.

- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Consultant's sole right to terminate shall be limited to termination for cause.
- D. Consultant hereby acknowledges and agrees that the obligation of City to pay under this Contract is contingent upon the availability of City's funds which are appropriated or allocated by the City Council. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the City Council, City may terminate this Agreement by furnishing at least thirty (30) calendar days' written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Consultant shall not be entitled to a remedy of acceleration of payments due over the term of this Agreement. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.
- E. In the event that City gives notice of termination, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- F. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.
- G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant, provide labor and safety equipment as required by Consultant for such access.
- B. Pursuant to the City's business license ordinance, Consultant shall obtain a City business license prior to commencing work.
- C. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City

that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.

- D. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract. Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of City. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit.
- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City's Risk Manager shall determine to be necessary.
- G. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- H. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.
- I. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Consultant's profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing

the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.

- J. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from City's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except for use by City on those portions of the City's project for which such items were prepared.
- K. Consultant, including its employees, agents, and subconsultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and 2) if required by the City Attorney, Consultant shall file financial disclosure forms with the City Clerk.

SECTION 5. INSURANCE

- A. Unless modified in writing by City's Risk Manager, Consultant shall maintain the following noted insurance during the duration of the Contract:

Coverage	Required	Not Required
Commercial General Liability	X	
Comprehensive Vehicle Liability	X	
Workers' Compensation and Employers' Liability	X	
Professional Liability (Errors and Omissions)		X

(Place an "x" in the appropriate box)

- B. Coverage shall be at least as broad as:

1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;

2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;

3. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and

Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents and volunteers;

4. Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000.

5. The City does not accept insurance certificates or endorsements with the wording "but only in the event of a named insured's sole negligence" or any other verbiage limiting the insured's insurance responsibility.

- C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- D. The General Liability shall contain or be endorsed to contain the following provisions:
 - 1. City, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Consultant; premises owned, leased or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.
 - 2. The insurance coverage of Consultant shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
 - 3. Coverage shall state that the insurance of Consultant shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to City. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to City.
- E. Insurance is to be placed with insurers with a current A.M.Best's rating of no less than A-VII.
- F. Consultant shall designate the City of Oroville as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original

endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: Risk Management Department, City of Oroville, 1735 Montgomery Street certificates and_ endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager prior to the commencement of contracted services. City may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.

- G. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, without limitation, provisions concerning indemnification.
- H. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Consultant shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Consultant shall immediately notify City Of Oroville (530)538-2401 No later than three (3) calendar days after the event, Consultant shall submit a written report to City's Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Consultant's insurance company; and 4) a detailed description of the damage and whether any City property was involved.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with California Civil Code § 2782.8, when the services to be provided under this Contract are design professional services to be performed by a design professional, as that term is defined under Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligence, recklessness, or willful misconduct of Consultant, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.
- B. Other than in the performance of professional services by a design professional, which is addressed solely by subdivision (A) of this Section, and to the fullest extent permitted by law, Consultant shall indemnify protect, defend and hold

harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Consultant its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.

- C. The Consultant's obligation to defend, indemnify and hold harmless shall not be excused because of the Consultant's inability to evaluate liability. The Consultant shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by the City, unless this time has been extended in writing by the City. If the Consultant fails to accept or reject a tender of defense and indemnity in writing delivered to City within thirty (30) calendar days, in addition to any other remedy authorized by law, the City may withhold such funds the City reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Consultant accepts or rejects the tender of defense in writing delivered to the City, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Consultant herein.
- D. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.
- E. City shall have the right to approve or disapprove the legal counsel retained by Consultant pursuant to this Section to represent City's interests. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing the obligations set forth in this Section.

SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

- A. This Contract shall be deemed to have been entered into in Oroville, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.

- C. No covenant or condition to be performed by Consultant under this Contract can be waived except by the written consent of City. Forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Consultant of said covenant or condition is complete, City shall be entitled to invoke any remedy available to City under this Contract or by law or in equity despite said forbearance or indulgence.
- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.
- F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- H. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

SECTION 8. SURVIVAL

The provisions set forth in Sections 3 through 7, inclusive, of this Contract shall survive termination of the Contract.

SECTION 9. COMPLIANCE WITH LAWS – NONDISCRIMINATION

- A. Consultant shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 10. REPRESENTATIVES

- A. City's representative for this Contract is _____, telephone number (530) _____, fax number (530) _____. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Consultant's representative for this Contract is _____, telephone number (____) _____, fax number (____) _____. All of City's questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

SECTION 11. NOTICES

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:	To Consultant:

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.
- C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

SECTION 12. AUTHORITY TO CONTRACT

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Consultant or otherwise substantially change the scope of the services provided herein.

SECTION 13. DATE OF CONTRACT

The date of this Contract shall be the date it is signed by City.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the days and year set forth below:

CITY OF OROVILLE

By: _____
Chuck Reynolds, Mayor
City of Oroville

ATTEST:

By: _____
Jackie Glover, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

CONSULTANT

By: _____
Title: _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: AMERICAN RESCUE PLAN LOANS FOR SMALL BUSINESSES
NEGATIVELY IMPACTED BY COVID**

DATE: FEBRUARY 1, 2022

SUMMARY

The City Council will receive information and provide direction on a potential loan problem to assist small businesses that have been negatively impacted by the pandemic.

DISCUSSION

To help offset the impact to multiple small businesses in the area, and to avoid the closure of small business, it was necessary to discuss a potential loan program. The City received approximately \$4,900,000 in America Rescue Plan money for COVID relief.

The America Rescue Plan monies are specifically intended to be for loans or grants to mitigate financial hardship created by COVID 19. A review of the Federal Register regarding rules and regulation for these monies verified these dollars can be used for mortgage, rent and utilities.

There may be businesses that bring significant impact to our community that may need loans of this nature. Staff proposes the Council authorize a loan program funded by America Rescue Plan money in an amount of \$600,000. Each time a business makes application for these relief dollars the proposed loan will be brought to Council for determination if loan should be approved, loan amount, and term. Interest on the loan should remain at a minimum of 3.2%. The Council can modify this process or terms of agreement at their discretion any time.

For additional details of loan parameters see attached loan program document.

FISCAL IMPACT

None at this time

RECOMMENDATION

Approval a loan program for business significantly impacted by COVID 19.

ATTACHMENTS

Coronavirus Business Loan Program Flyer



City of Oroville

Coronavirus Business Loan Program

PURPOSE:	To make small business loans to business located in the city limits of Oroville that have been negatively affected by the Coronavirus pandemic and who can demonstrate the impact to the business.
MIN/MAX AMOUNTS:	The city of Oroville has allocated \$600,000 to assist City of Oroville Businesses. Loans in the mount of \$5,000-\$100,000 will be considered. (Larger loan requests may also be considered with approval of City Council)
INTEREST RATE:	Fixed Interest Rage-Prime interest rate (currently 3.25%)
USE OF FUNDS:	Working Capital
CASH FLOW COVERAGE:	Historical repayment ability averaging 1.5X must be demonstrated with last three years tax returns.
BUSINESS HISTORY:	Must be in business a minimum of 2 years.
LOAN TERM:	Up to 60 months.
RE-PAYMENT TERMS:	(Alternate terms may be considered with approval of City Council)
ORIGINATION FEES:	Lender's (City's) out of pocket expenses (credit report, UCC filing, documentation fees, etc.) can be taken from loan proceeds.
CREDIT HISTORY:	Acceptable credit history is required.
STREAMLINE APPLICATION:	1. Loan Application, including credit authorization, job retention report and debt schedule. 2. Business Narrative, including management overview and plan to re-start post interruption (if applicable) 3. Copies of last 3 years Federal Business Tax Returns. 4. Interim Financial Statements within 90 days of date of application; including accounts receivable and paying agings. 5. Personal Financial Statement from all 20% or more owners. 6. Copy of previous year Federal Personal Tas Returns for all 20% or more owners. 7. Copy of Driver's license or acceptable government identification.
COLLATERAL:	Dependent on available collateral, strength of credit request, and size of loan. At a minimum a UCC-1 filing will be secured covering machinery, equipment, accounts receivable and inventory.
JOB RETENTION:	All jobs will be considered as retained
CONDITIONS:	1. All 20% or more owners will personally guarantee the loan. If the loan is made for the benefit of an LLC or Corporation, the LLC or Corporation will also be required to guarantee the loan. 2. Acceptable personal and business credit histories will be required. 3. Additional conditions may apply.
CONTACT:	Contact the City of Oroville Business and Housing Development Department (530) 538-2495

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D. C. 20426

**Project No. 2100-000—California
Feather River Hydroelectric Project
California Dept. of Water Resources**

January 14, 2022

VIA USPS First Class Mail

**Ms. Julianne Polanco
Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816**

**Subject: Designation of non-federal representative for consultation under the
National Historic Preservation Act**

Dear Ms. Polanco:

On January 12, 2022, California Department of Water Resources (licensee) filed a request to be designated as our non-federal representative for the purpose of consultation with the California State Historic Preservation Officer (California SHPO) pursuant to section 106 of the National Historic Preservation Act (NHPA). The licensee is proposing to repair and/or refurbish the Oroville Dam radial gate hoists at its Feather River Project (No. 2100). The project is located on the Feather River in Butte County, California.

By this letter, we designate the licensee as our non-federal representative for the purpose of conducting consultation with the California SHPO, appropriate Indian tribes, and other consultation parties pursuant to the regulations at 36 C.F.R. §800.2(c)(4) implementing section 106 of the NHPA. As our non-federal representative, the licensee can perform tasks in support of our compliance with section 106. Such tasks may include, for example: performing cultural resource surveys and studies, determining areas of potential effect, identifying eligible properties, determining any adverse effects to those properties, proposing mitigation to address adverse effects if needed, and developing a draft Memorandum of Agreement in order to memorialize any proposed mitigation. However, the Commission remains ultimately responsible for all findings and determinations made pursuant to section 106.

Project No. 2100-000

- 2 -

We appreciate your assistance with section 106 consultation regarding the decommissioning that is being planned at the Feather River Project. If you have any questions regarding this letter, please contact me at (202) 502-6012.

Sincerely,



Rebecca M. Martin
Environmental and Project Review Branch
Division of Hydropower Administration
and Compliance

cc: VIA FERC Service List

Gwen Knittweis
California Dept Of Water Resources
P.O. Box 942836
Sacramento, California 94236

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

January 12, 2022

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Manager
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Dam Breach Analyses and Inundation Maps

Dear Ms. Knittweis:

We received your three letters dated February 7, 2019, March 5, 2020, and October 28, 2021 that transmitted dam breach analyses, reports, and inundation maps for the Oroville Dam, Bidwell Canyon Saddle Dam, Parish Camp Saddle Dam, Thermalito Diversion Dam, Thermalito Forebay Dam, and Thermalito Afterbay Dam, which are parts of the Feather River Project, FERC Project No. 2100. We have completed our review of the subject reports and have comments in the Enclosure.

Within 60 days from the date of this letter, submit responses to our comments or a plan and schedule for doing so. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

Enclosure

cc:

Ms. Sharon Tapia, Chief
Division of Safety of Dams
California Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001

1. The subject analyses and inundation maps are only for the 'fair weather' failure case. Per the Commission Guidelines, provide a plan and schedule for submitting updated analyses and inundation maps for the 'flood' failure case.
2. All of the dam breach analyses included the assumption that downstream levees would be allowed to overtop but not breach. Embankments typically are assumed to fail when overtopped and there may be portions of the models where an overtopping levee failure would substantially alter the inundation limits. DWR should provide justification for this assumption and document any additional model sensitivity analyses as necessary (e.g. at critical locations where the difference between an overtopping levee breach may not be negligible compared to weir flow over the levee).
3. As discussed only briefly in the report, the Oroville Dam average breach width was on the narrow side of the range given in Chapter 2 of the Commission's Engineering Guidelines, and was narrower than that used in the previous dam breach analysis (2006). Based on the sensitivity analyses contained within the report, the average breach width correlates strongly to the peak breach flow, which would impact the inundation limits to some distance downstream. DWR should provide additional explanation justifying the use of the average breach width for the fair weather case.
4. In the Thermalito Diversion Dam report, Table 1 describes the failure of 'the entire concrete gravity structure', though a width of only 300 feet was specified for the breach parameters. The Commission's guidelines do not require a full width breach of a gravity structure, however DWR should clarify this apparent inconsistency.
5. For the Thermalito Afterbay Dam hypothetical breaches, a Time to Failure of 4 hours was chosen, with the partial justification given as Table 9-3 from the 2013 Federal Guidelines for Inundation Mapping (FEMA P-946). However, Table 9-4 from the same FEMA P-946 provides the FERC guidelines, with a maximum Time to Failure of 1 hour. An increase in breach flow for a 1 hour Time to Failure at the Afterbay Dam could substantially increase the downstream inundation area (e.g. Gridley). DWR should either revise the Thermalito Afterbay Dam breach analysis to utilize a Time to Failure within the range provided in the Commission's guidelines or provide appropriate sensitivity analyses to demonstrate that the proposed inundation area is appropriately conservative.

6. For the Oroville Dam inundation maps, very few labels are provided on the individual map pages that would help a non-GIS user orient themselves to the limits of the inundation area (particularly during an urgent situation), especially along the eastern and northern inundation limits. Similar to the other dam/structure inundation maps, DWR should consider adding more road and location labels, particularly near the inundation edges in the event that only hard copies maps are available.
7. For the Oroville Dam inundation maps, the major vehicular and rail corridors of Interstates 5 and 80 are crossed by the inundation flows. DWR should consider adding notes indicating whether these bridges/causeways would be inundated or not.

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional
Office 100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

January 12, 2022

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources (DWR)
P.O. Box 942836
Sacramento, California 94236-0001

Subject: Updated Faulting and Seismicity, Shear Wave Velocity, and Prairie Creek
Fault Northern Extension Phase II Reports – Response to Comments

Dear Ms. Knittweis:

This is in response to your letter dated August 14, 2020, that submitted a memorandum providing responses to our June 25, 2020 comments on various seismicity documents for dams of the Feather River Project, FERC No. 2100. We have reviewed the submittal and we have the following comment which does not require a response:

- **Comment No. 2 (Hanging Wall Effects):** The vintage of the reports relative to the Chapter 13 of the Commission's guidelines is noted. However, DWR should understand that forthcoming seismic stability analyses (e.g. Oroville Dam) will also be subject to requirements of Chapter 13 of the Engineering Guidelines. To avoid additional comments and potential revisions to those studies, we recommend that DWR assess the effect of the 'hanging wall' as part of those efforts in accordance with Chapter 13 of our guidelines.

File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:

Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001