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

November 05, 2024
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54956.8, the Council will meet with the City Administrator and City Attorney to discuss Real Property Negotiations regarding 1931 Arlin Rhine Memorial Drive 95965

2. Pursuant to Government Code Section 54957, the Council will meet with the Personnel Officer and City Attorney to the Public Employee appointment of the Interim Police Chief.

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

4. Pursuant to Government Code Section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. PENSION UNFUNDED ACCRUED LIABILITY UPDATE

Every fall the City receives an updated Actuarial report from CalPERS. This report contains information regarding the CalPERS unfunded accrued liability (UAL) that is of great concern to the City. The report contains information regarding the success (or lack thereof) of the investment earnings achieved by CalPERS for each year.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 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. A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA RECOGNIZING NOVEMBER 2024 AS HOMELESS YOUTH AWARENESS MONTH

The City Council shall consider adopting a resolution recognizing November 2024 as Homeless Youth Awareness Month.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9326 AND AUTHORIZE THE MAYOR TO SIGN.

2. DISTRIBUTION OF MEDICAL ACCOUNT FUNDS TO ELIGIBLE FIRE DEPARTMENT RETIREES FOR FUTURE MEDICAL EXPENDITURES

The City Council will consider the distribution of medical account funds to eligible fire department retirees for future medical expenditures.

ACTION REQUESTED-

APPROVE THE DISTRIBUTION OF MEDICAL ACCOUNT FUNDS TO FOUR FIRE DEPARTMENT RETIREES, EITHER VIA CASHOUT OR ROLLED OVER INTO A TAX-FREE ACCOUNT TO BE USED FOR FUTURE MEDICAL EXPENSES.

3. AMENDMENT TO PAYROLL TIME KEEPING POLICY

The City Council may consider updates to the City's Payroll Time Keeping Policy.

ACTION REQUESTED -

APPROVE UPDATES TO THE CITY'S PAYROLL TIME KEEPING POLICY

4. CONTRACT WITH CIVIC PLUS FOR CITY WEBSITE REDESIGN

The City Council will consider utilizing Civic Plus to redesign and host the City's website, utilizing the Public, Education, and Government (PEG) Fund, in the amount of $42,287.95. Annual cost after implementation would be $19,415.25.

ACTION REQUESTED -

APPROVE THE AWARD OF CONTRACT FOR THE CITY WEBSITE REDESIGN TO CIVIC PLUS IN THE AMOUNT OF $42,287.95 FOR IMPLEMENTATION AND $19,415.25 ANNUALLY AND AUTHORIZE STAFF TO SIGN.

5. STATE ROUTE 162 ACTIVE TRANSPORTATION PROGRAM PROJECT – BUDGET ADJUSTMENT AND CONSULTANT AMENDMENT NO. 4 FOR DESIGN AND SUPPORT SERVICES

The City Council will consider a design contract amendment and budget adjustment in the amount of $163,148.00 for the State Route (SR) 162 Active Transportation Program (ATP) Project for construction/design support, as-built drawings, and record-of-survey/monumentation efforts. This additional work is required to complete the project.

ACTION REQUESTED -

APPROVE AMENDMENT NO. 4 FOR MARK THOMAS TO PROVIDE ADDITIONAL CONSTRUCTION/DESIGN SUPPORT, AS-BUILT DRAWINGS, AND RECORD-OF-SURVEY DOCUMENTS AND MONUMENTATION.

6. 2025 CITY OF OROVILLE MEETING SCHEDULE

The City Council may consider adopting the proposed meeting schedule for the 2025 year.

ACTION REQUESTED -

APPROVE THE REVISED CITY OF OROVILLE 2025 MEETING SCHEDULE.

7. APPROVAL OF THE OCTOBER 15, 2024 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the Regular Meeting Minutes of the October 15, 2024 City Council meeting.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

8. UPDATE ON THE MISSION ESPERANZA PALLET SHELTER PROJECT AND REQUEST FOR GRANT FOR OPERATIONAL EXPENSES

The City Council will receive a presentation from Suzi Kochems, city consultant, regarding the Mission Esperanza Project.

Additionally, Council will consider approving a Housing Program Fund grant in the amount of $100,000 to Mission Esperanza for operating expenses until Mission Esperanza begins servicing clients at the new shelter site.

ACTION(S) REQUESTED -

1. **RECEIVE PRESENTATION REGARDING MISSION ESPERANZA.**

2. **APPROVE GRANT REQUEST IN THE AMOUNT OF $100,000 TO MISSION ESPERANZA TO BRIDGE THE OPERATIONAL GAP UNTIL THE MISSION IS ABLE TO OPEN ITS DOORS AND ACCEPT NEW CLIENTELE.**

9. RESOLUTION IMPLEMENTING CALFIRE 66-HOUR WORKWEEK

The City Council shall consider approving an amendment to the CAL FIRE contract, reducing the current workweek from 72 hours to 66 hours. This amendment will result in an annual increase in contract costs of approximately $693,067. It is estimated that the change in workweek will increase costs by approximately $404,289 this fiscal year.

ACTION REQUESTED -

APPROVE RESOLUTION NO. 9327 DIRECTING STAFF TO BRING BACK AN AMENDMENT TO THE CALFIRE CONTRACT INCREASING FIREFIGHTER STAFFING LEVELS IN AN AMOUNT OF APPROXIMATELY $404,289 FOR A TOTAL OF APPROXIMATELY $5,431,753 FOR FIRE PROTECTION SERVICES AND AUTHORIZE THE MAYOR TO SIGN.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

10. 4:30PM - MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIRST TIME HOMEBUYER PROGRAM GUIDELINES

The City Council will conduct a public hearing to solicit comments regarding modifications to the Community Block Development Grant (CDBG) First Time Homebuyer Program Guidelines.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9324 _ A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIRST TIME HOMEBUYER PROGRAM GUIDELINES.

11. 5:00PM - PUBLIC HEARING REGARDING THE ADOPTION OF AN ORDINANCE AMENDING CHAPTER 9 SECTION 04.030 CITY PARKS USE REGULATIONS INCORPORATING LANGUAGE RESTRICTING CAMPING IN PARKS AND PUBLIC SPACES

The City Council shall consider adopting an ordinance amending Chapter 9, section 04.030 of the Oroville Municipal Code incorporating language to restrict camping in parks and public spaces.

ACTION(S) REQUESTED -

1. **INTRODUCE AMENDMENTS TO CHAPTER 9 SECTION 04.030 OF THE OROVILLE MUNICIPAL CODE REGARDING CAMPING IN PARKS AND PUBLIC SPACES;**
2. **WAIVE THE FIRST READING AND INTRODUCE BY TITLE ONLY ORDINANCE NO. 1883 – AN ORDINANCE AMENDING CHAPTER 9 SECTION 04.030 CITY PARKS USE REGULATIONS INCORPORATING LANGUAGE RESTRICTING CAMPING IN PARKS AND PUBLIC SPACES;**
3. **DIRECT STAFF TO RETURN TO COUNCIL FOR A SECOND READING AND PUBLIC HEARING.**

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - i. Butte County Mosquito & Vector Control District
   - ii. CalWater WaterSense Excellence Award Announcement
   - iii. PG&E Notice Rate Change Rates (A.24-09-014)

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on November 19, 2024 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES**

RE: **PENSION UNFUNDED ACCRUED LIABILITY UPDATE**

DATE: **NOVEMER 5, 2024**

SUMMARY

Every fall the City receives an updated Actuarial report from CalPERS. This report contains information regarding the CalPERS unfunded accrued liability (UAL) that is of great concern to the City. The report contains information regarding the success (or lack thereof) of the investment earnings achieved by CalPERS for each year.

DISCUSSION

The pension costs for the City continue to be of great concern. Staff scheduled this presentation working with our financial advisors, NHA Advisors to bring us up to date with the UAL portion of our pension costs.

A discussion will follow in a few months to review and discuss strategies to address fiscal sustainability with regard to unfunded pension costs.

FISCAL IMPACT

None

ACTION REQUESTED

Receive information only.

ATTACHMENTS

NHA Pension Investment Performance Presentation

CITY OF OROVILLE

CALPERS UNFUNDED ACCRUED LIABILITY (UAL) AND PENSION UPDATE

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

NOVEMBER 5, 2024

Presentation Objectives

- Executive Summary
- Background – What is a UAL?
- Historical and Projected CalPERS UAL Payment Schedule
- Considerations for Continued CalPERS UAL Cost Management

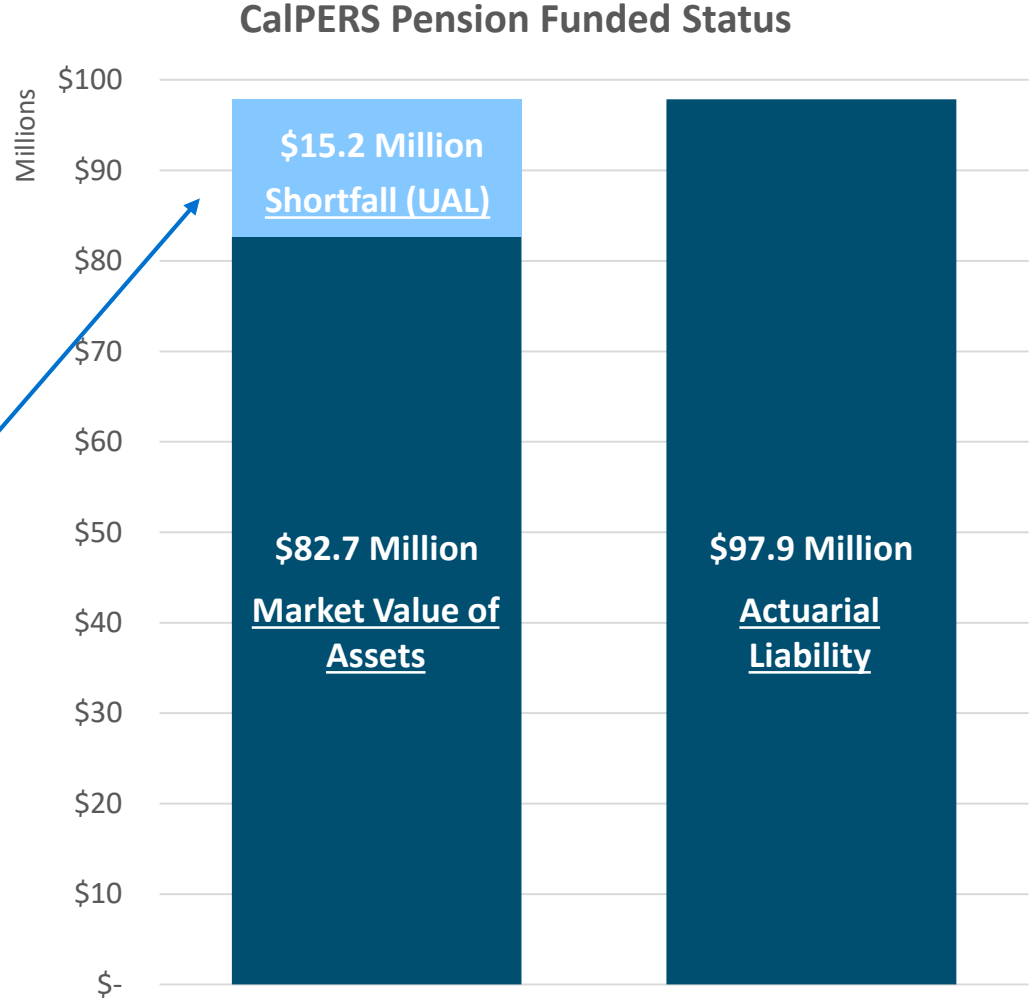
Executive Summary

- City of Oroville has a projected $15.2M CalPERS Unfunded Accrued Liability ("UAL"), as of the latest CalPERS valuation estimates for 6/30/2023
  - Miscellaneous Plan: $6.0M | Safety Plan: $9.2M
  - Increase from $12.8M in prior year (6/30/2022) due to CalPERS investment underperformance
- CalPERS FY 2023-24 Investment Returns: 9.3%
  - Projected to decrease UAL to $14.3M (as of 6/30/2024)
  - City's UAL payments will not be impacted by this change until FY 2026-27
- City also has $17.1M of outstanding Pension Obligation Bonds (POBs)
  - Issued in 2021 to restructure $19M of UAL and 2007 POBs at a 3.21% interest rate
- Continuing to monitor and manage ongoing debt liabilities (i.e. UAL + POB) will be critical for fiscal resiliency
  - Resources: City maintains $3.9M Section 115 Trust balance for pensions

Background on How CalPERS Works

Two Payments Made to CalPERS Annually

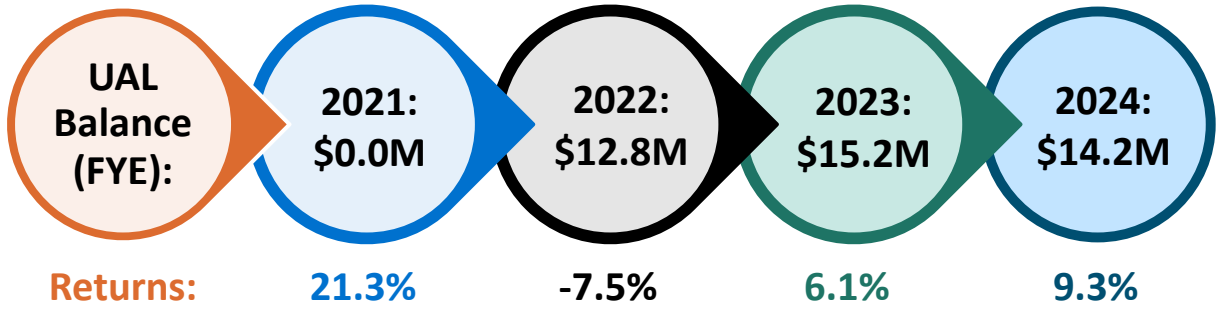
- **(1) Normal Cost (NC)** = Annual cost for current employees
- **(2) Unfunded Accrued Liability (UAL):** Annual payment to amortize the "debt" to CalPERS
  - CalPERS actuaries calculate how much the City is required to have in its account with them to pay out benefits to City's retirees over the next 30-40 years (Actuarial Liability)
  - CalPERS annually calculates the Market Value of City's assets held on account with them; Most public agencies have *less assets than required* to meet Actuarial Liability
  - This shortfall (i.e., the "UAL") is not repaid all at once but amortized over time with the City paying down a portion each year (principal and interest)
    - CalPERS uses a "discount (i.e., interest) rate" of 6.80%
    - CalPERS annually adjusts this repayment schedule by adding a new "base" (i.e., layer) which adds to (in bad investment years) or lowers (good investment years) the overall repayment schedule
      - Over the past 20 years, the addition of these "layers," along with other CalPERS assumption changes, has created a very irregular repayment shape for most CalPERS public agencies

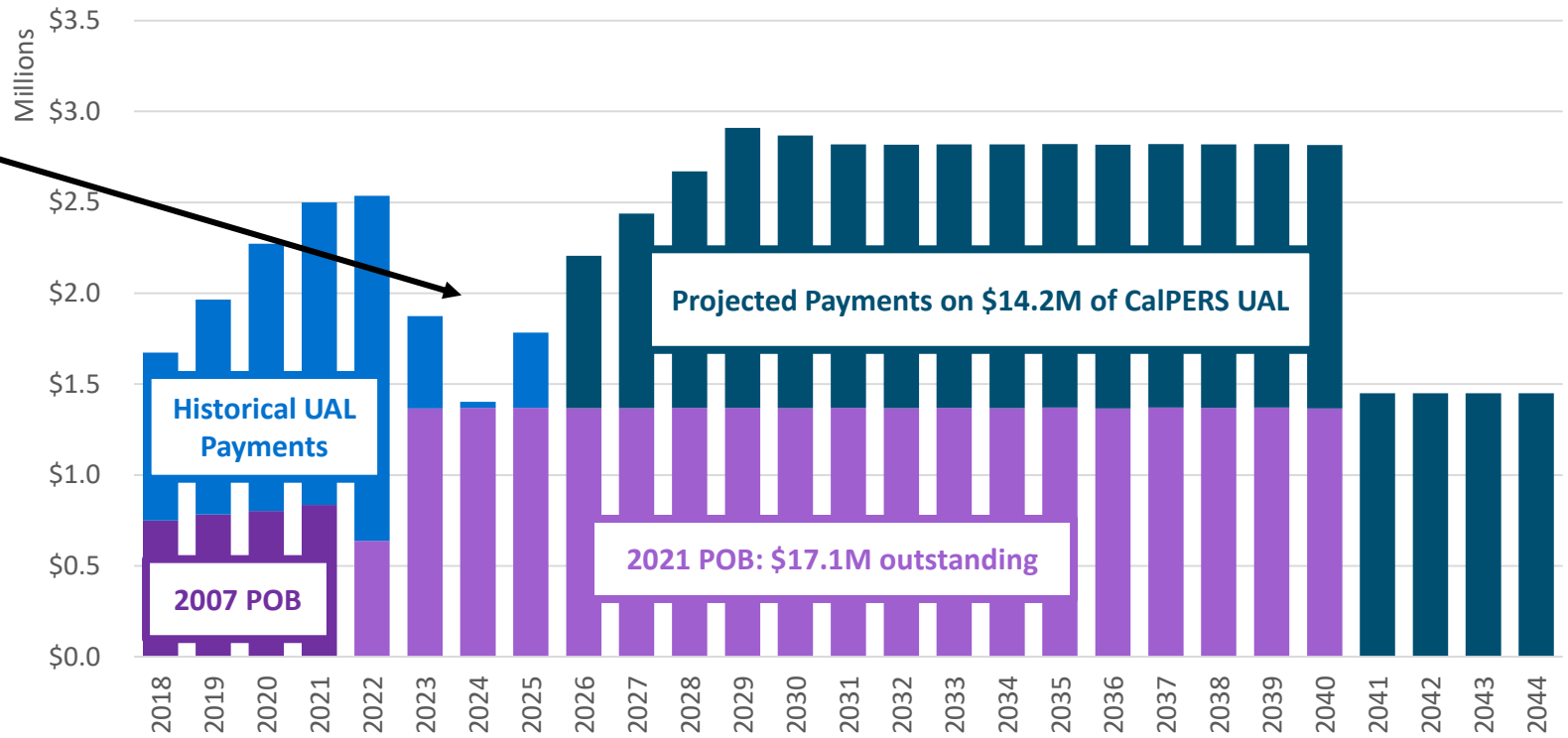


*Figures in chart based on CalPERS 6/30/2022 valuation report data.

Historical and Projected CalPERS UAL Payment Schedule

- UAL balance is projected to decrease to $14.2M from 9.3% returns in FY 2023-24
- City has benefitted from lower payments in FY 2022/23 to FY 2024/25 due to 2021 POB and strong 21.3% CalPERS returns in FY 2020/21
  - City has prudently leveraged these savings to build up $3.9M in its Section 115 Trust



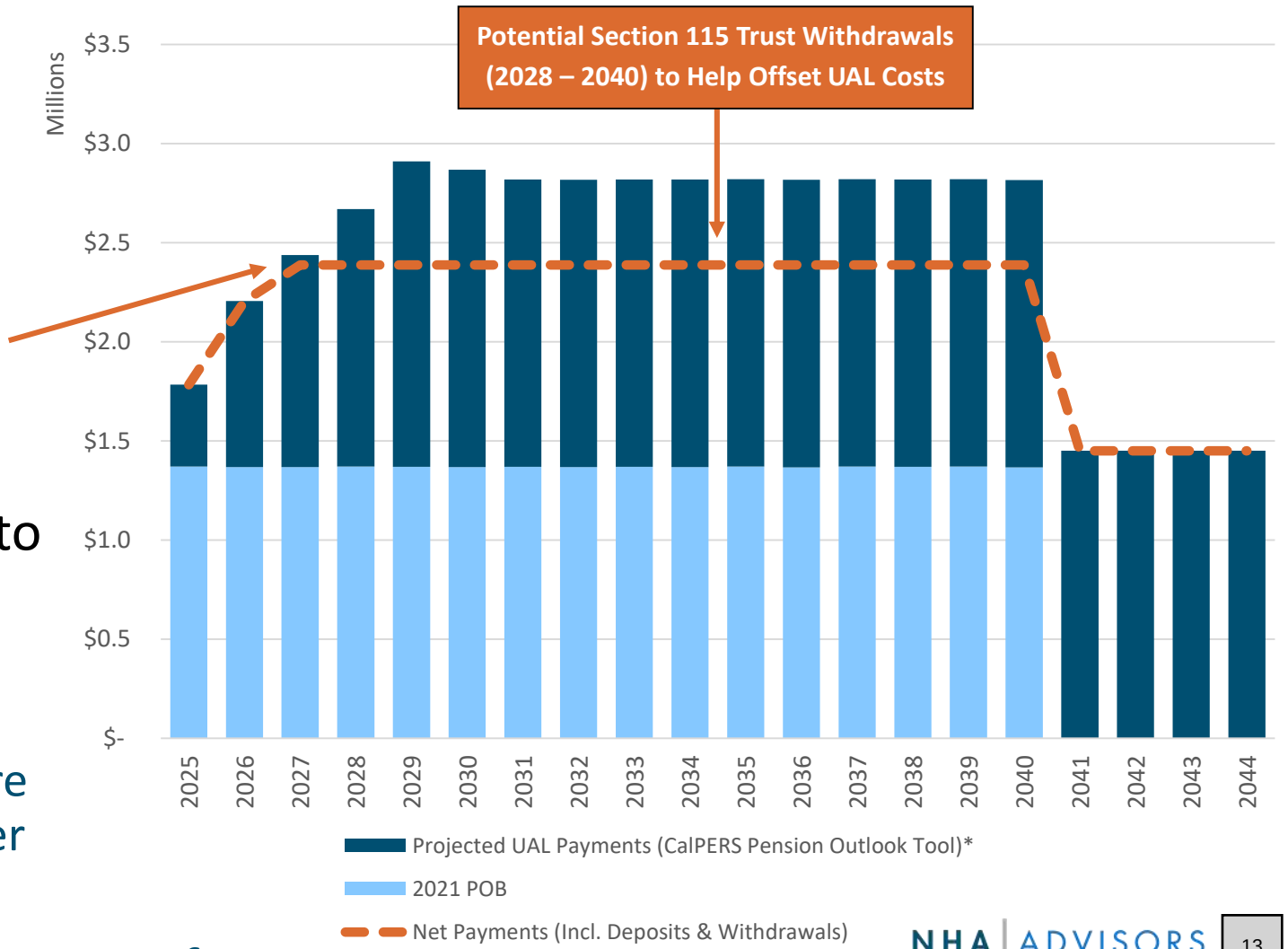


Source: CalPERS Pension Outlook Tool & Actuarial Valuation Reports

NHA ADVISORS Financial & Policy Strategies. Delivered.

Leveraging Section 115 Trust Assets to Stabilize Future Costs

- Assumptions:
  - $3.9M current balance from the Section 115 Trust stays invested
  - No additional contributions
  - 4.5% long-term investment returns rate for Section 115 Trust
- Funds could be withdrawn from the 115 Trust during higher payment years to reduce impact to the General Fund
  - If the City can make additional contributions to the Section 115 Trust in FY 2025, it can reduce future impact to General Fund even further



*Source: CalPERS Pension Outlook Tool (assumes CalPERS earns 9.3% in FY 2023-24, and 6.8% every year thereafter)

NHA ADVISORS Financial & Policy Strategies. Delivered.

Conclusion

- City of Oroville has taken several pro-active measures over the last several years to better manage rising pension costs
  - 2021 POB (UAL Restructuring)
    - City would have a >$32M UAL and more escalating payment schedule if no POB was issued
  - Section 115 Trust - $3.9M balance
- City must stay vigilant to combat the continued impact of rising pension costs
  - Annual review of cost projections + Section 115 Trust analysis to assess cost-smoothing strategy
  - City currently has $8M of fund balance assigned to pensions
    - As part of FY 2025/26 budget process, City can explore leveraging some of this to further enhance cost mitigation strategies
      - Analyze bolstering 115 Trust vs. paying down UAL quicker with CalPERS (ADPs and Fresh Start Amortization)
- City should make sure to incorporate recent projections and cost management strategy into long term forecast/planning to ensure fiscal sustainability
  - Model out pessimistic scenarios as well to ensure ideal reserve thresholds maintained

QUESTIONS?

CITY OF OROVILLE
RESOLUTION NO. 9326

A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA RECOGNIZING NOVEMBER 2024 AS HOMELESS YOUTH AWARENESS MONTH

WHEREAS, homelessness among youth is a significant issue nationwide, affecting thousands of children and young adults each year; and

WHEREAS, the City of Oroville acknowledges that homeless youth are often vulnerable to exploitation, hunger, lack of access to education, and limited opportunities for personal growth and well-being; and

WHEREAS, the challenges faced by homeless youth often include separation from their families, barriers to healthcare, mental health services, stable housing, and educational attainment, all of which hinder their ability to lead healthy, productive lives; and

WHEREAS, national studies estimate that on any given night, over 4 million youth and young adults between the ages of 13 and 25 experience homelessness or housing instability across the United States; and

WHEREAS, organizations in the City of Oroville, along with concerned citizens, service providers, and public institutions, work tirelessly to support homeless youth and provide essential services such as emergency shelters, counseling, education, job training, and mentorship programs; and

WHEREAS, Homeless Youth Awareness Month, observed in November, brings attention to the issues facing homeless youth and highlights the need for continued efforts to prevent homelessness and provide adequate support to these vulnerable young individuals; and

WHEREAS, raising awareness of youth homelessness encourages community action, strengthens support networks, and promotes policies that address the root causes of homelessness among youth in Oroville and beyond.

NOW, THEREFORE, BE IT RESOLVED, that the Oroville City Council does hereby proclaim the month of November 2024 as Homeless Youth Awareness Month in the City of Oroville, and encourages all citizens, businesses, and organizations to participate in activities, programs, and initiatives that support and uplift homeless youth, and to advocate for solutions that address the challenges faced by homeless youth in our community.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 5, 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

APPROVED AS TO FORM:

_____

Scott E. Huber, City Attorney

_____

David Pittman, Mayor

ATTEST:

_____

Kayla Reaster, Asst City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **DISTRIBUTION OF MEDICAL ACCOUNT FUNDS TO ELIGIBLE FIRE DEPARTMENT RETIREES FOR FUTURE MEDICAL EXPENDITURES**

DATE: **NOVEMBER 5, 2024**

SUMMARY

The City Council will consider the distribution of medical account funds to eligible fire department retirees for future medical expenditures.

DISCUSSION

The City Council is aware that the City is changing medical plan vendors for the calendar year 2025. Approximately half of the City employees will be enrolling in Teamsters medical plans and half of the City is enrolling in Vanasek medical plans. The City has four fire department retirees who have medical accounts on file with the City which provide for retiree medical benefits. These accounts were set up upon retirement at the retiree's request to fund medical premiums post retirement. The benefit at the time allowed for accumulated sick leave to be converted into a dollar value account to pay for medical, dental and vision premiums as retirees. With the change in medical providers and the fact that the City no longer has a City fire department (fire services are contracted out to Cal Fire), Teamsters will not accept them into their medical plans as there is no labor group to associate them with. These retirees can get a medical plan through Vanasek insurance however it will be at a higher premium because the cost of medical plans with Vanasek is based upon age. Staff have reached out to Nationwide Retirement Solutions to inquire if they had a tool that would allow the City to roll over these medical funds into individual accounts for these retirees where they could use the funds to pay for their own healthcare plans. This would allow transfer of funds without taxation and give the fire department retirees use of their full funds for retiree medical benefits, as it was intended. Retirees would have the option to cash their accounts out to be used for future medical expenses or roll them over into another tax-free account to be used for future retiree costs. Staff have spoken to these retirees and are requesting authorization to distribute the funds to the four fire department retirees. The value of all four accounts is $200,844.38.

FISCAL IMPACT

The Funds will be paid from account 100.1150.5310 the Health Insurance Account.

RECOMMENDATION

Approve the distribution of medical account funds to four fire department retirees, either via cashout or rolled over into a tax-free account to be used for future medical expenses.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

RE: **AMENDMENT TO PAYROLL TIME KEEPING POLICY**

DATE: **NOVEMBER 5, 2024**

SUMMARY

The Council may consider updates to the City's Payroll Time Keeping Policy.

DISCUSSION

The City has been transitioning to a new payroll software for some time now. Currently, the payroll process includes using timesheets in the old software and calculating the payroll in the new software. Staff are now ready to implement the timekeeping portion of the new software which will require a few minor updates to the Payroll Time Keeping Policy.

The attached policy was implemented on 12/01/21. Updates are shown in redline.

FISCAL IMPACT

None

RECOMMENDATION

Approve updates to the City's Payroll Time Keeping Policy

ATTACHMENTS

Payroll Time Keeping Policy with redline updates.

PAYROLL TIME KEEPING POLICY

City of Oroville
Finance Department
Current Effective Date: 11/05/24
Previous Revision Date: 12/10/21

A. Purpose

To outline the policies and procedures adopted by the City Council regarding provisions for keeping and submitting time for the purpose of paying payroll to the employees of the City of Oroville.

B. Policy Scope

This policy is applicable to all employees of the City of Oroville who keep and submit time records to the Finance Department for purposes of payroll.

C. Policy

Submitting and processing timesheets.

- The Finance Department will develop and maintain procedures that employees, supervisors ~~and timekeepers~~ will follow to ensure timesheets and payroll are processed accurately and timely.

- This policy will help ensure that employees are completing their own timesheets and submitting them to their department supervisors ~~and timekeepers~~ in a timely manner.

1. All employees are required to accurately complete and submit ~~, sign and date~~ a timesheet. Employees will be held accountable and responsible for the accuracy of the information provided on the timesheet. Employees are expected to thoroughly complete a timesheet and present it to their supervisor in a timely manner. The deadline for this requirement is at the end of each shift and submitting their timesheet to their supervisor at the end of their last shift for the pay period. Employees may *not* complete a timesheet for another employee unless a supervisor, manager or department director has granted permission. The employee must submit ~~still sign and date~~ the timesheet to indicate that the employee has reviewed and agrees with the entries on the timesheet. Timesheets must be submitted by the employee and approved by their supervisor ~~using an electronic signature~~ through the timesheet software program.

Employees utilizing software for reporting and/or approving timesheets will obtain a confidential sign-on and password.

2. All supervisors are required to review and verify the accuracy of information provided on timesheets by their assigned personnel. Supervisors are expected to complete their review in a timely manner and forward them to their Supervisor. Supervisors are responsible for ensuring that all employees who worked during the pay period have provided a timesheet. The deadline for this supervisory review is 12:00 noon on the Monday after the end of the pay period. If an employee is absent due to illness, out-of-town assignment, authorized absence, or emergency and is unable to complete a timesheet, the supervisor is responsible to ensure that the employee's time is submitted in an accurate and timely manner. Upon return of the employee, the supervisor will ensure the employee has reviewed the accuracy and completeness of the employee's electronic timesheet. Timesheets must be approved using an electronic signature through the timesheet software program.

3. All ~~timekeepers~~ Supervisors are required to ensure that all timesheets submitted to them have been accurately, completely, and thoroughly processed and the data is submitted in in a timely manner. ~~Timekeepers~~ Supervisors are expected to ~~submit~~ review and approve payroll changes to ~~Payroll Change Forms to~~ correct any inaccurate or late timesheet information

to be processed the following pay period. Upon discovery of errors, corrections are to be made in conjunction with the processing of the next payroll period. Corrections must be reviewed by Supervisors and the Finance Department. ~~Time for one pay period may not be entered with another pay period to correct a previous error; a Payroll Change Form must be submitted.~~

The above timelines will be adjusted whenever a holiday occurs on the Monday prior to payday. The Finance Department will provide advance notice and guidelines, via email, to all timekeepers in such situations.

D. Responsibilities

- **Employee**
  - Maintain an accurate daily time record of hours worked and the correct charge codes. Timekeeping should be done daily.
  - Clocking in and out using the technology provided. Including clocking in and out for lunch breaks.
  - Exempt employees are not required to clock in and out.
  - Obtain approvals for overtime and leaves.
  - Prepare and submit the completed time record in the format required by the time designated.
    - Time not submitted by the designated cut off time will be estimated by the supervisor. and a payroll change request can be approved for the next payroll. ~~submitted for any changes at a later date~~.

- **Supervisor**
  - Ensuring that employees reporting to the supervisor have the correct time and leave on their timesheet.
  - Ensuring the accuracy of the timesheet.
  - Approving of overtime.
  - Approval of the timesheet and submission by noon on the Monday following a payroll cycle.
  - ~~o~~

- **Finance Department**

- Final review of timesheet information, reconcile overtime and leave used.
- Ensure that all employees are paid on appropriate dates in accordance with federal and state regulations.
- Process and post payroll and interface with the financial software.

E. Enforcement

- Employees who don't adhere to this policy will be subject to disciplinary action at the discretion of their supervisors and the City Administrator.
  - First time offenders will be:
    - Counseled to ensure that timesheet reporting requirements are understood.
    - Advised of the consequences of further infractions
    - Provided with a copy of this policy and acknowledgement receipt that it has been communicated and understood.
  - Second time offenders will:
    - Receive a written warning in their personnel files.
    - Be subject to spot checks by their supervisors.
    - Be required to attend a training session on timekeeping.
  - Third time offenders will meet with their supervisors and City Administrator that this infraction will be noted in the employee's next annual performance evaluation, and they will receive a second written warning in their personnel file.
  - Fourth time offenders will have their case presented by their supervisor to the City Administrator ~~a disciplinary review committee~~ for review. Punitive actions up to and including termination if the actions continue.

PROCEDURES

Procedures are being developed as the time sheet process is being built by the IT Department and Finance Department.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TYSON PARDEE, MANAGER**
INFORMATION TECHNOLOGY DIVISION

RE: **CONTRACT WITH CIVIC PLUS FOR CITY WEBSITE REDESIGN**

DATE: **NOVEMBER 5, 2024**

SUMMARY

City Council will consider utilizing Civic Plus to redesign and host the City's website, utilizing the Public, Education, and Government (PEG) Fund, in the amount of $42,287.95. Annual cost after implementation would be $19,415.25.

DISCUSSION

The City of Oroville's current website is nearly 10 years old and is beginning to show its age. A redesign will give the City an opportunity to modernize the site's technology, improve the user experience, increase security and maintain compliance with federal regulations for Americans with Disabilities Act (ADA) compliance.

On August 19, 2024, City staff released the Request for Proposals for the redesign of the City Web site. The City of Oroville was seeking the best proposal that centralizes content management, is ADA compliant, easier for the public to navigate, and allows for any City Staff member to manage items within their department. Part of the process was also finding a provider that would be equipped to integrate additional features that may be needed or new technologies that may be developed in the future.

Thirteen companies bid on the project and of those, four were selected to provide a demonstration of their product. After the demonstrations, City staff agreed that Civic Plus fulfilled all RFP requirements and provided a powerful and simplistic user interface. Civic Plus also has a few other features that set them apart. A couple of these items include a greater ADA compliance, ability to graphically create better designed department landing pages and the ability to push news and calendar events directory from the website.

FISCAL IMPACT

Funding is available with the PEG fund.

RECOMMENDATION

Approve the award of contract for the City website redesign to Civic Plus in the amount of $42,287.95 for implementation and $19,415.25 annually and authorize staff to sign.

ATTACHMENTS

1) CivicPlus RFP Submission
2) CivicPlus Quote
3) Bids Received

CIVICENGAGE
municipal websites
CENTRAL

Website Redesign & Hosting Services

City of Oroville, California

PRESENTED BY:

Taylor Wilson, Account Executive

September 6, 2024



CIVICPLUS

September 6, 2024

Tyson Pardee, IT Manager
1735 Montgomery St.
Oroville, CA 95965

RE: Website Redesign & Hosting Services

Dear Mr. Pardee and Selection Committee:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personal, one-stop, and frictionless.

With CivicPlus' Municipal Websites Central (Web Central) content management system (CMS) Oroville won't simply be getting a website—you'll also obtain the tools to build a trusted and long-term relationship between you and your residents. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your residents from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Hands-on migration of existing content by our team of experts
- Guaranteed redesign after four years of service to keep your website fresh and innovative
- 24/7/365 emergency support with secure hosting and maintenance

Your new website will be developed on the most robust and flexible CMS systems available. Web Central is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your residents and staff in more efficient ways.

CivicPlus will be the only provider of services and systems for this response and will not be utilizing subcontractors. This proposal is valid for 90 days from September 6, 2024.

I welcome the opportunity to discuss our proposed solution for Oroville and answer any questions you may have about partnering with CivicPlus.

Sincerely,

Taylor Wilson



TAYLOR WILSON
Account Executive
taylor.wilson@civicplus.com
785.323.1508

Table of Contents

Experience Summary. 1

Firm Capabilities. 8

Cost 14

Draft Scope of Work. 19

Exceptions to Model Contract. 22

Experience Summary

CivicPlus History

CivicPlus began in 1998 when we decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus implemented new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.

Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology.

Experience

25+ Years | **10,000+** Customers | **850+** Employees

Recognition

Inc. 5000 11-time Honoree
GovTech 2024 Top 100 Company
Stevie® Awards Multiple Global Awards for Service Excellence

Contact Information

RFP Contact – Taylor Wilson, Account Executive | 785.323.1508 | taylor.wilson@civicplus.com

Primary Office – 302 S. 4th Street, Suite 500, Manhattan, KS 66502 | Toll Free: 888.228.2233 | Fax: 785.587.8951

Website – civicplus.com



POWERING & EMPOWERING GOVERNMENT

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus empowers municipal leaders to transform interactions between residents and government into consistently positive experiences.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.

Experience with Websites

CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada with over 3,300 customers utilizing the Web Central CMS. With such experience, we are confident that we can provide the best solution for Oroville.

Key Personnel

From project management to design and development to training and support, a professional and experienced project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start that connect with your style and municipality's needs. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

Project Manager – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope

Consultant – Examines current state, recommends solutions to challenges, provides actionable steps for implementation

Art Director – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website

Web Content Specialist – Guides content development process, ensuring application of best practices for usability and accessibility

Trainer – Educates your team to use the Web Central system and demonstrates effective use of tools and functionality

PROJECT TEAM LEADERS

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.

Tiffany Williamson, Senior Vice President of Product

- **Education** – BA Speech Communication, JD Pepperdine University School of Law
- **Resume** – Chief Technology Officer & General Manager, VP Operations & Global Segment Marketing, VP Global Segment Planning & Marketing, Director, Strategic Planning
- **15+ Years Experience** – Building and scaling SaaS platforms for the Government, Education, and Legal markets

Adam Block, Senior Director of Professional Services

- **Education** – BS Business Administration Management; Economics
- **Resume** – Lead Project Manager; Financial Services
- **10+ Years Experience** – Project Management; Business Management; Team Building; Customer Service

Jeremy Wilson, Senior Director of Customer Success

- **Education** – BS Political Science
- **Resume** – Assistant Manager of Account Management; Solutions Specialist
- **5+ Years Experience** – Customer Service; Leadership Sales; Team Building

Jim Flynn, Director of Information Security

- **Education** – BA Computer Information Systems
- **Resume** – Chief Systems Architect; Information Technology Director; Software Engineer
- **20+ Years Experience** – Cybersecurity; Hosting; Network Infrastructure; System and Software Architecture

Project Timeline

A typical ultimate project ranges from 16 – 28 weeks. Oroville's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

Phased Approach

PHASE 1: INITIATE

Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

PHASE 2: ANALYZE

Customer Deliverables – Oroville will be responsible for submitting deliverables as outlined.

Align Consulting – Align Consulting involves establishing goals for a project, addressing stakeholder needs, and establishing collective goals. All stakeholders will understand the project's scope, resources, and tasks required—achieving a shared vision for a successful website project.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting – Meet with your project manager and web content specialist to detail our content development process.

Mood Board & Layout Proposal – A custom layout in greyscale format and recommended color palette will be created by your art director, to which you'll have the ability to review and provide feedback and approval.

PHASE 1: INITIATE
2-4 Weeks

- Project Kickoff Meeting
- Planning & Scheduling

PHASE 2: ANALYZE
4-6 Weeks

- Customer Deliverable Submission
- Consulting Engagement
- Design Discovery Meeting
- Content Process Meeting
- Mood Board & Layout Proposal

PHASE 3: DESIGN & CONFIGURE
6-10 Weeks

- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

PHASE 4: OPTIMIZE
1-2 Weeks

- Website Finalization

PHASE 5: EDUCATE
1-2 Weeks

- Training Engagement

PHASE 6: LAUNCH
2-4 Weeks

- Website Launch Confirmation Meeting
- Website Launch

PHASE 3: DESIGN & CONFIGURE

Design Concept Development – You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your project team on any feedback and then final approval.

Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – Oroville will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the Web Central project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Training Engagement – The training plan aims to equip staff with the necessary skills and tools to maintain and update your website, with customized sessions for both administrators and users. Training will utilize your production site for experience with your website.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your Web Central project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Your Role

- Collect photos and logos for your website's branding and design.
- Share website statistics for content, navigation, and design adjustments (if available).
- Complete the Design Form to communicate design preferences.
- Provide technical information in the DNS form for the set-up of your website domain name(s).
- Review and approve project milestones.
- Update current website content and remove unnecessary pages.
- Track website updates to update during training.
- Confirm up-to-date web browsers on organizations computers.
- Compile a list of your website users and desired permission levels.
- Reserve training location and necessary resources (computers, conference phone, etc.).



Past Projects

KEY WEST, FL

A City of Key West Web Specialist recalls that when the City was searching for a new website provider, it wanted a system that provided integrated functionality designed to fit the needs of local governments, but that also allowed for some flexibility and custom configurations presented with a modern, easily navigable interface.

“We wanted more online capabilities for applications and communications with the public,” they said. “Before CivicPlus, applications were only available on our website as PDF forms. So a key factor in a solution partner was the ability to convert them to digital forms and help us improve our ADA compliance.”

Upon launch of its new website, Key West’s residents immediately noticed and appreciated the aesthetic and functional improvements.

“People loved how beautifully it was laid out and how easy it was to navigate,” they said.

> **“CivicPlus has done a fantastic job of engaging customers, soliciting feedback, and using that feedback to enhance its products.”**
> — City of Key West Web Specialist

Key West’s CivicPlus website also helped the City meet its communication goals by using its Web Central Send newsletter functionality and NotifyMe® subscription tool.

“The core group of citizens who live here year-round are a tight-knit community,” said the Web Specialist. “Our long-term residents have been here for generations. They are the unspoken stakeholders in our community. Our newsletter helps us send targeted messages and gather feedback from citizens and make the changes they want to see.”

READING, MA

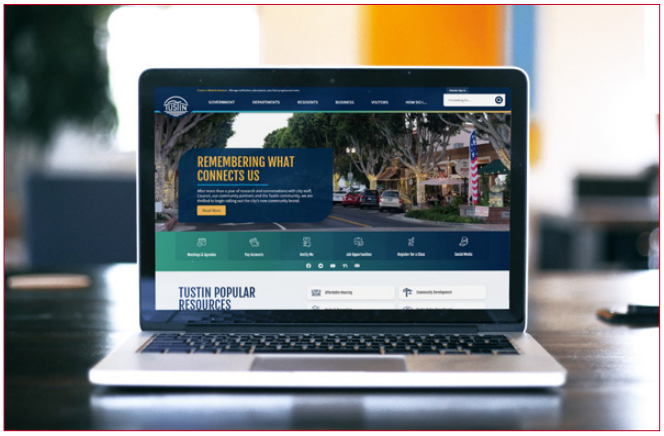
In January 2023, Reading, Massachusetts was awarded the Massachusetts Municipal Association’s (MMA) Website of the Year award for its size community. To achieve this goal, both the design (look and feel) and functional capabilities (like the ability to minimize the number of clicks residents needed to make before finding what they are looking for) were essential to a quality municipal website.

When asked what ultimately led to Reading moving forward with CivicPlus, Jayne Wellman, Director of Operations, noted:

"CivicPlus offered the only platform we were interested in working with at the time...We looked at other websites, we looked at the website providers and we did not think that any other provider integrated the website piece with the functionality piece that we needed to have. We needed payments to integrate with multiple different kinds of payment systems. All our back-end systems — like Assessing or GIS — had to work seamlessly on the website. We post all our procurement on the website. It's not just a brochure for a municipality. It is a complicated, integrated system. When we brought the project to CivicPlus and we talked a lot about what our options were, how to do this or that, how far down the road, how to construct the contract for design refreshes in the future. All of that was part of the conversation we had at the very beginning of the process, before even signing the contract, we came up with a lot of different pieces about how and the website would develop longitudinally, because we're designing a system now that will probably be still running in eight years, it was a heavy lift and we wanted to be really intelligent about how we did that. CivicPlus gave us the ability to sort that out in the beginning and be able to anticipate and build for future needs. We needed that, and CivicPlus has since acquired a number of different companies in this space like SeeClickFix who we have had a great partnership with."

References

TUSTIN, CALIFORNIA



tustinca.org

Contact: Stephanie Najera, Communications Manager
Address: 300 Centennial Way, Tustin, CA 92780
Email: snajera@tustinca.org
Phone: 714.573.3107
Fax: N/A

Description of Services: Ultimate package website redesign, development, and implementation including content migration, and training. Project Enhancements include Platinum Security, Monsido, and 4-Year Redesign. CivicPlus continues to provide hosting, support, and maintenance.

CHINO, CALIFORNIA

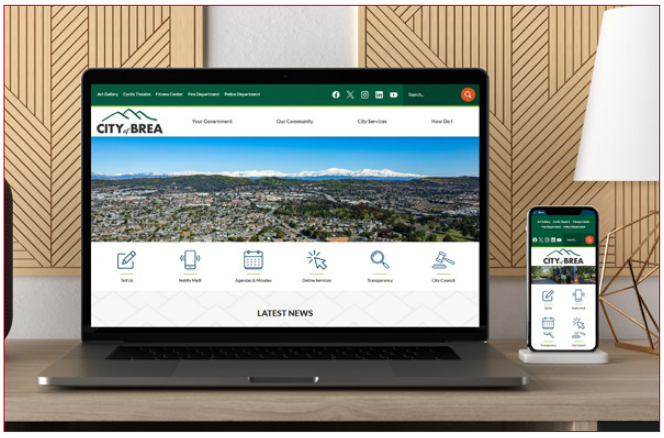


cityofchino.org

Contact: Vivian Castro, Deputy City Manager/ Public Information Officer
Address: 13220 Central Avenue, Chino, CA 91710
Email: vcastro@cityofchino.org
Phone: 909.334.3307
Fax: N/A

Description of Services: Ultimate package website redesign, development, and implementation including content migration, and training. Project Enhancements include Monsido and 4-Year Redesign. CivicPlus continues to provide hosting, support, and maintenance.

BREA, CALIFORNIA

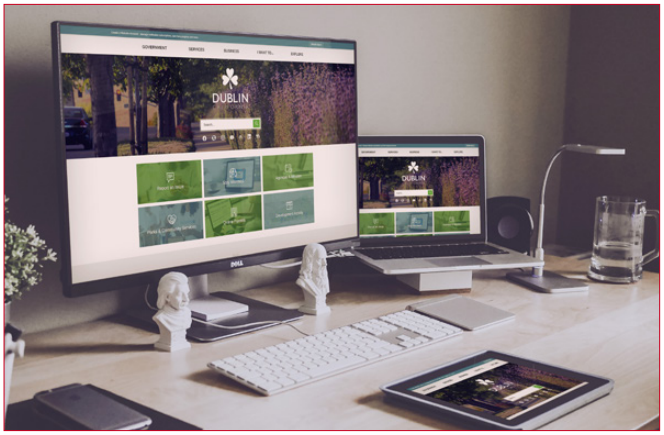


ci.brea.ca.us

Contact: Anthony Sanchez, Tax and Accounting Specialist
Address: 1 Civic Center Circle, Brea, CA 92821
Email: anthonys@ci.brea.ca.us
Phone: 714.671.3658
Fax: N/A

Description of Services: Ultimate package website redesign, development, and implementation including content migration, and training. Project Enhancement includes 4-Year Redesign. CivicPlus continues to provide hosting, support, and maintenance.

DUBLIN, CALIFORNIA



dublin.ca.gov

Contact: Shari Jackman, Communications Manager/Public Information Office
Address: 100 Civic Plaza, Dublin, CA 94568
Email: shari.jackman@dublin.ca.gov
Phone: 925.556.4555
Fax: N/A

Description of Services: Ultimate package website redesign, development, and implementation including content migration, and training. Project Enhancements include AudioEye and 4-Year Redesign. CivicPlus continues to provide hosting, support, and maintenance.

LODI, CALIFORNIA



lodi.gov

Contact: Benjamin Buecher, IT Manager
Address: 221 W Pine Street, Lodi, CA 95240
Email: bbuecher@lodi.gov
Phone: 209.333.6800
Fax: N/A

Description of Services: Ultimate package website redesign, development, and implementation including content migration, and training. Project Enhancements include Platinum Security and 4-Year Redesign. CivicPlus continues to provide hosting, support, and maintenance.

Firm Capabilities

To ensure project success, our dedicated team of professionals work hand in hand with our customers' staff and leadership. This consultative approach of our time-tested and refined implementation process ensures stakeholders are aligned in objectives and target outcome of project. We also provide a robust, full-featured CMS to meet your needs.

Meeting Your Required Elements

Developed & Managed by Vendor

CivicPlus delivers a completed website on a hosted platform. CivicPlus has 26 years of experience building and supporting local government websites, and there are over 3,300 current customers on the Web Central platform. The content development process begins with your team meeting with the CivicPlus production team assigned to your project. They will cover best practices for content, the type of content to be carried over, the migration timeline, agenda and minutes migration, best practices related to colors and images, creating engaging content, and the development of online forms. The production team will hold an initial meeting with your team to identify the mood, look, and feel of your website. There will be multiple opportunities to proof your presented designs until you feel the options truly portray your organization. Every project is designed from scratch and is highly collaborative.

During implementation, you'll be assigned a project team to assist you throughout development to ensure your project's success and satisfaction. Your team will consist of a project manager, art director, web content specialist, and trainer. The project manager coordinates the process from start to finish and will be your primary connection. The art director is the creative voice, working with you to clarify your vision into a cohesive look and layout. Web content specialists will provide feedback and guidance on the layout of content on your new website. Your trainer will provide on-site/online training to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future.

After the Go Live of your website, your dedicated customer success manager will help find solutions for your changing needs by creating an ongoing strategy to better engage your residents using the tools and products we offer and when your staff has technical questions, our support personnel are ready to provide answers and ensure their confidence in using our system. The Web Central product is designed for ease of use for all administrative users in all areas. No need for knowledge of HTML to update pages or images with drag-and-drop creation of content. Widgets are used at the page level not only to place content but to organize it and present it in a user-friendly way.

Software as a Service (SaaS) Model

Web Central is a SaaS-based solution.

Designed for Government Use

The Web Central CMS is developed specifically for local government and includes modules and tools offering unique functionality to streamline your processes, self-service options to reduce call volume and walk-ins for common requests, and permission-based access for website management. We believe Web Central to be a robust solution that exceeds the functionality of your current website, but would like to discuss any specific items or concerns with you in detail.

Americans with Disabilities Act (ADA) Compliant

CivicPlus website designs are currently built using WCAG 2.1 Level AA guidelines. With the addition of AudioEye, included in this proposal, the website will be compliant with WCAG 2.2 AA, the latest published and accepted standard for accessibility.

With the optional enhancement of Monsido, you have the ability to quickly locate and fix issues such as broken links, misspellings, outdated content, SEO errors, web accessibility errors, and more. Monsido helps you keep your website up-to-date with current guidelines, optimize your website, and keep track of all of your progress from one place. Monsido offers automated scans and error detection to eliminate guesswork and the need for endless manual checks, leaving you to focus on what matters the most: offering your users a great web experience. WCAG 2.2 is now available as testing criteria in the Monsido Platform. Monsido is committed to staying at the forefront of accessibility testing, aligning our solution with all iterations of the WCAG. As accessibility guidelines evolve you can be sure Monsido will incorporate any revisions.

Hosted in Diverse Data Centers with Diverse Network Connections

Included with this proposal is the CivicPlus Guardian Hosting & Security package. Hosting is with Netsolus in a Tier II SOC 2 Compliant Data Center with Cloudflare's DDoS protection and Regional Content Delivery Network (CDN) services. Platinum Security, an optional enhancement, is hosted in Microsoft Azure for the US Government.

Services Monitored by Support 24/7

Our award-winning Technical Support Team is available from 7 a.m. to 7 p.m. (CST) by phone, email, and live chat. Online support can be accessed through your website dashboard. Any ongoing tickets are available online to track the status. Additionally, you will have a dedicated customer success manager.

Emergency services are available after regular hours with our on-call staff 24/7/365 and are provided free of charge for true emergencies (i.e., website is down, applications are malfunctioning, etc.). However, customers may incur support charges for non-emergency requests during off hours (i.e., basic functionality/ usage requests regarding system operation and management). A self-service training tool known as the CivicPlus Help Center is also available and accessible at any time. The Help Center includes click-by-click tutorials and instructions on how to create content throughout the system.

Further, CivicPlus provides proactive maintenance by identifying potential system issues through regular reviews of site logs, error messages, servers, router activity, and the internet. Includes daily backups, scheduled upgrades, testing, development, and operating system patches.

Site-Wide SSL Encryption

Regulated data is encrypted at rest and during transmission. CivicPlus will include an SSL for your site, or you may bring your own.

Site-Wide Messaging Capability for Emergency Notifications (I.e. Evacuation Warnings)

The Web Central CMS includes an Alert Center module, which will activate a custom banner at the top of all your pages, just a department and its pages, or just the home page. Site visitors can subscribe to those alerts by email and/or text message using the Notify Me module. In addition, you can also create a "splash screen" that is completely customizable.

Granular Permissions Set for Individual Pages, Designated Sections, & the Entire Website

Our solution is permissions-based, meaning workflow and approvals are handled through Group and User Administration. Permission groups for your staff can be set as Author (Save and Submit), Publisher (Save and Publish), Owner (system administrator access for a controlled area), as well as the Full System Administrator. Guest permissions are used for the public. Multiple permission levels can be set for all content on the website. These permission levels include removing guest rights to any pages, documents, or modules, allowing them to only be viewed by those in your organization through the use of a login and password (or Custom IdP Integration with ADFS 4.0, 5.0, Entra ID (formerly Azure AD), or Okta).

Active Directory and/or Azure Active Directory

Custom Identity Provider (IdP) integration, included with your project, supports ADFS 4.0, ADFS 5.0,

Microsoft Entra ID (formerly Azure AD), or Okta to allow your staff to authenticate with network credentials for the CivicPlus Authentication Service.

Software Upgrades Performed Semi-Annually
Updates happen twice a month from 10 p.m. Saturday evening to 6 a.m. Sunday morning. You'll be advised in your Web Central Dashboard and via emailed communication. These activities are performed on alternate Saturdays with one Saturday being used for Hosting & Patching, and other Saturday for software patches, bug fixes, enhancements, and upgrades. Most of the updates are done within a short window and are expected to be completed in 15 minutes or less. If extended outages are expected, notices are provided at a minimum of two weeks.

Customizable Forms
Web Central CMS includes a Form Center module that provides this functionality. The Form Center helps content creators easily develop every aspect of an online form with no programming knowledge necessary. Forms are created through a simple drag-and-drop interface similar to web pages.

Process Automation and Digital Services is an optional enhancement that would provide the organization with the ability to create encrypted forms, progressive web apps, and robust workflows leveraging a number of APIs.

Facility Directory
Web Central includes a Facilities Module that provides this functionality.

Job Postings
The Web Central CMS includes a Jobs module that can be used to post job openings and collect applications utilizing our Form Center. Please note that the built-in fillable forms functionality is not encrypted.

Web Central CMS

The Web Central CMS, developed specifically for municipalities, is robust and flexible with all the features and functionality you need.

Resident Engagement
Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Blog – Post opinions/information on various topics and allow resident comments and subscriptions.

Calendar – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

Submit Requests and Report Issues – Allow residents to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types) via Citizen Request Tracker (CRT).

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

News – Post news items to keep your residents up to date on important information via News Flash.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me (includes up to 500 SMS users).

Pop-up Modal – Call attention to important information sitewide or on specific pages.

Asset Management
Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module.

Archive Center – Manage and retain serial and older documents.

Document Center – Organize and manage documents in one central repository.

Public Assets – Store and resize all your images in one central location. Images are optimized for

performance, mobile responsiveness, and contain alt text for accessibility compliance.

Information & Navigation

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they need.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information (commonly displayed in website footers and right-hand navigation).

Resource Directory – Showcase information on local businesses and/or community resources.

Staff Directory – Provide contact information for departments and individual staff members. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

Department-Specific

Activities – Create and post activities, events, and classes so residents can register for them and even pay online.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities with supporting documentation and allow onine submittal.

Commonly-Used Widget Library

Community Voice Widget – Encourage civic participation and engagement by adding specific discussion areas to relevant pages.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms.

Image Widget – Add images to a page.

Notify Me Widget – Place specific Notify Me subscriptions lists on pages to allow users to sign up for the exact lists you recommend.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

Administrative Features

Browser-Based – Update your website from an internet connection on any platform (Mac or PC).

Administrative Dashboard – Quick access to messages, recent activities, pending approvals, and expiring items.

Content Scheduling & Versioning – Set content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published or reviewed.

Website Statistics – Provided website analytics for analysis.

User-Friendly Features

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit your design standards, keeping your website clean and consistent. You can easily adjust the placement and style of widgets, content, and more to match your desired look.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications.

Translation – Integration with Google Translate translates web pages into over 100 languages.

The Civic Experience Platform

Administrative – Staff have access to single sign-on (SSO), a dashboard for administrative access, APIs for better integration, and a centralized data store with robust automation and integration capabilities.

CivicPlus Portal – Allow residents to build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, they'll be more likely to conduct regular revenue-generating business with your municipality, and your staff will benefit from reduced phone calls, walk-ins, and emails.

Integration Hub – Access simplified developer integrations and data sharing between CivicPlus and third-party solutions. (Additional fees may appy.) Examples include:

- A News Flash update in a specific category to immediately post to the Alert Center
- Push a new Calendar Event to post directly in the News Flash module
- Automatically create an issue in SeeClickFix 311 CRM after sending a notification via Notify Me or posting in the Alert Center

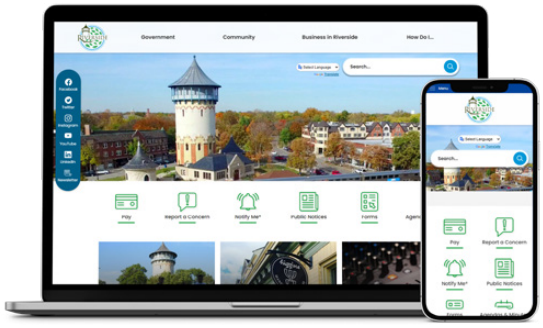
Ultimate Package Designs

You'll meet with your art director to discuss your website vision and build your custom layout. We will then collaborate with you to create a custom design that represents your community. We will focus on including the functionality to meet your website needs, including an option for up to three Advanced Design Components, if desired. Advanced Design Components provide next-level user engagement by leveraging the latest design enhancements in the Web Central product. Your art

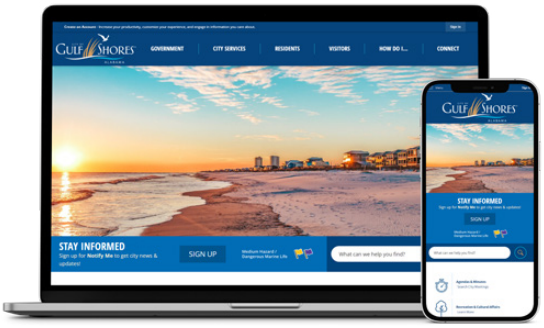
director will help you choose the components that work best for your website goals and desired site maintenance level.

MOOD BOARD & LAYOUT PROPOSAL

Your project team will present a custom mood board reflecting the colors and/or imagery that will set the tone for your design. A mood board is a collection of colors and/or images used to align the visual direction of the project. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application. Aligning project goals and design through the layout proposal ensures a timely and efficient implementation of your Web Central website. Once approved, the mood board and layout proposal will be used to guide the design concept for your website.



Riverside, IL
riverside.il.us



Gulf Shores, AL
gulfshoresal.gov

48-Month Redesign

CivicPlus understands daily trends and analyzes website design to make it easier for residents to navigate. That's why we have included a recurring redesign every 48-months, providing a brand-new website design and layout, with quality control reviews to ensure content is consistent. This approach ensures a welcoming and familiar virtual hub for community engagement.

Guardian Security

Our Enterprise Level Hosting Solution is designed with local governments in mind, offering unparalleled DDoS protection to safeguard your digital infrastructure from the most aggressive cyber threats. With our state-of-the-art security measures, you can ensure the continuity of critical services, even in the face of sophisticated attacks.

We guarantee a high availability of **99.9% uptime**, ensuring your services are accessible when your residents need them the most.

Data Center

- Redundant Power Supply
- Uninterruptible Power Supply (UPS) Systems
- Enhanced Cooling Infrastructure
- Diesel Engine Generators
- Energy Storage
- Redundant HVAC Systems
- N+1 Redundancy
- Fully Redundant Network
- System Monitoring – 24/7/365

Security

- Web Application Firewall (WAF) Protects Against SQL Injection, Cross-Site Scripting, & Other Threats
- OWASP Modsecurity Core Rule Set Guards Against OWASP Top 10 Vulnerabilities
- Server Management Services Ensure Smooth Operation & Optimal Performance
- Regular Software Updates & Security Patches
- Antivirus Management & Updates Protect Against Malware
- Continuous System Monitoring for Health & Performance

Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 90 days from September 6, 2024.

Features & Functionality

- Web Central CMS Tools, Widgets, & Features
- DNS Setup for URL cityoforoville.org
- AudioEye Managed
- Custom IdP Integration

Implementation

- Ultimate Package
  - 1 Custom Website Layout Proposal
  - 1 Custom Design Built Using Approved Custom Layout & up to 3 Advanced Design Components
- 362 pages Content Development from URL cityoforoville.org
- Up to 100 Meetings Worth of Agendas & Minutes PDF/DOC Migration
- Up to 2 Days Virtual Align Consulting
- 8 Blocks of Virtual System Training (up to 3 hours/block)

Annual Recurring Services

- Guardian Hosting & Security
- 1 SSL Certificate
- DNS Hosting for URL cityoforoville.org
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support & Access to the CivicPlus Help Center
- Dedicated Customer Success Manager
- 48-Month Ultimate Website Redesign

Oroville's Investment	One-Time Fees	Year 2 Annual Fees
Website CMS & Implementation	$20,540.25	$10,418.10
AudioEye Managed	N/A	$4,373.25
Custom IdP Integration	$1,575.00	$1,967.70
Consulting	$3,000.00	N/A
Training	$6,000.00	N/A
Total Investment - Year 1 (includes one-time fees and Year 1 annual services)	$42,287.95 (Reflects a Total $13,513.05 Year 1 Discount)	
Annual Recurring Services - Year 2 (includes 5% uplift)	$16,759.05	

Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CIVICPLUS OFFERS:

Standard Invoicing

- 100% of Initial Term invoiced upon signature date
- First-year Annual Services fee is included with your Initial Term cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a 5% technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please reach out for more details

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Optional Enhancements

We are confident in the ability of our proposed project to meet your needs as outlined in the RFP. Please consider the following additional enhancements to elevate your overall experience with CivicPlus and our solutions. Additional information and a quote can be provided upon request.

MONSIDO

As a government organization, your website is vital for providing information to the public so that they can access essential information, services, and resources. Monsido's tools help you identify, prioritize and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards.

Accessibility – Government organizations choose Monsido's accessibility module because it helps them achieve a more accessible web experience for all their users and helps them comply with the stringent international accessibility regulations, such as the ADA, Section 508, the AODA, The Disability Discrimination Act, European standard EN 301 549. Our accessibility module helps organizations build accessibility into their digital presence by scanning websites for accessibility issues according to the latest WCAG standard and provides recommendations on how to improve compliance.

Content Policies – The website user experience of residents and community weighs heavily on an organization's content. Ensuring that content is clear, consistent, and up to date is vital to the user experience, and with content editors distributed across the organization, errors like inaccurate or outdated content can slip through the cracks. Monsido's Policies tool helps government organizations set up automated rules that scan their sites to find content that violates brand, regulatory, and industry standards.

Quality Assurance – Support residents and community by improving their web user experience and making sure they can effectively navigate your site. Monsido equips you and your team with the tools to find and fix errors like broken links, broken images, misspellings, and difficult to understand content, before your users catch them.

Data Privacy – Govern personal data on your website by scanning your domain and documents

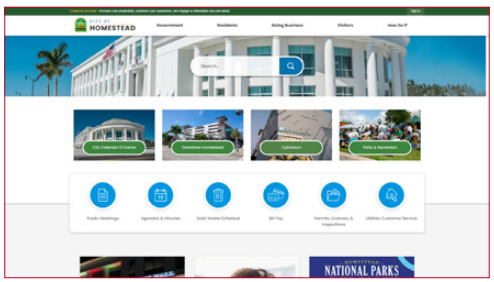
to locate sensitive information and potential privacy risks such as exposed social security numbers/ personal identification numbers or credit card numbers. Monsido's Data Privacy Module also minimizes your risk by categorizing and prioritizing the high-risk violations so that you can react to them first.

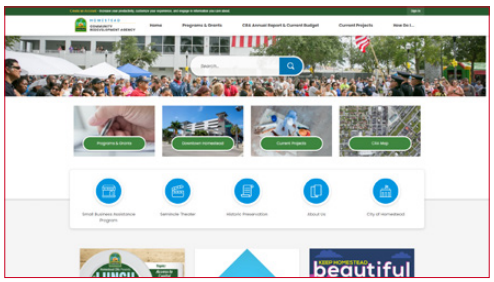
DEPARTMENT HEADER PACKAGES

A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main website while leveraging consistent CMS administration. The Department Header site shares CMS login and modules with the main website. Further, it inherits the structural layout from the main website.

Standard Department Header Package Includes:

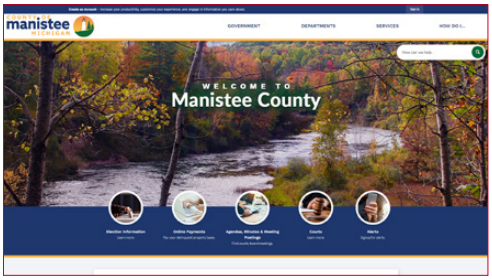
- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content
- Main Website Widgets & Design Styles





Upgrade to Premium Department Header Package Includes:

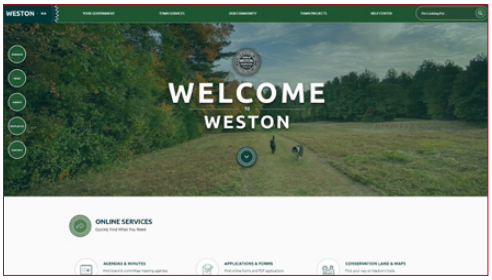
- Widget Content and Placement
- Custom Color Palette
- Main Website Widgets & Design Styles

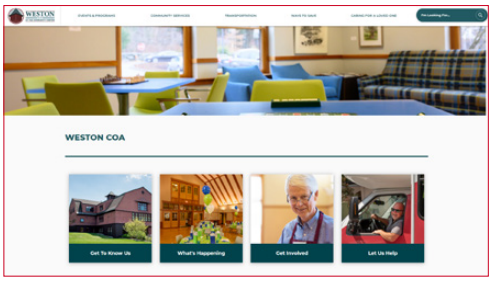




Upgrade to Ultimate Department Header Package Includes:

- Widget Content, Placement, and Selection
- Unique Design Styles





PLATINUM HOSTING & SECURITY

Our Platinum package solution comes with enterprise-level Cloudflare software and adds the peace of mind of comprehensive and continuous DDoS protection. From Azure's geographically distributed regions and Cloudflare's Content Delivery Network (CDN) to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance), we've got you covered.

Hosting & Security

- Azure hosting
- Web application firewall
- OWASP ModSecurity core rule set
- FedRAMP, PCI, DSS, NIST, and FIPS compliant Virtual Machines and Databases
- Reverse Proxy Server
- Wildcard SSL (TLS)
- Server management; software updates & security patches; antivirus management & updates
- System monitoring – 24/7/365

Performance & Bandwidth

- Server-side Caching
- Regional Content Delivery Network
- Unlimited bandwidth
- Burst bandwidth – Azure (variable)

Disaster Recovery

- Emergency after-hours support, live agent (24/7)
- On-line status monitor by Data Center
- 2-hour guaranteed recovery TIME objective (RTO)
- 1-hour guaranteed recovery POINT objective (RPO)
- Pre-emptive monitoring for disaster situations
- Multiple, geographically diverse data centers

Insights

- Security Analytics Dashboard with graphs & charts
- Information on traffic, threat types mitigated, top threat countries, and number of requests received through Cloudflare

DDoS Mitigation & Advanced Security Coverage

- Defined DDoS Attack Process
- Identify attack source and type
- DDoS attack mitigation with continuous coverage
- Content Distribution Network & Proxy server support
- Live User Detection service

CIVICPLUS CHATBOT

You want to give your residents the highest quality, most responsive, and personalized customer service experiences. However, with less staff, fewer resources than ever before, and building pressure to enable contactless government, how can you continue to delight your community members? With smart customer service automation.



CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI), to deliver exceptional customer experiences to people using your CivicPlus website.

Our Chatbot crawls your website and other linked databases to create a continually, automatically updated AI-powered knowledgebase. The result is

less time spent on common, transactional inquiries and happier residents who know they can quickly and effortlessly receive what they need from their municipality.

Automated Customer Service – Chatbot simulates the quality service experiences your staff has with residents; saving you time from answering common questions by email, phone, and walk-in.

Answers from Multiple Sources – Chatbot crawls your website and other linked databases to create a continually updated AI-powered knowledgebase.

No Content Silos – Our smart Chatbot scans your content and routinely refines its responses for improved results.

Insightful Analytics – Use Chatbot's reports to identify content gaps on your website and add the information, tools, and resources that people are searching for most frequently.

An Experience Designed for the Public Sector – Unlike chatbots intended to facilitate retail sales, the CivicPlus Chatbot is designed to simulate government-resident interactions.

CIVICPLUS PROCESS AUTOMATION AND DIGITAL SERVICES

CivicPlus' Process Automation and Digital Services solution lets you automate tasks and daily processes to free up more time to govern, serve, and operate your administration. It also allows you to provide resident-facing digital services, increasing revenue and reducing time spent by both staff and residents.

Forms & Apps– We offer 150+ form templates pre-built and ready to implement, customize, and deploy instantly. Our solution's simple app tools allow users to group forms in one downloadable app and accessible online or off-line.

Data Manager Module – Review comprehensive data reporting on form submissions, with two key features: a console view for administrative users and an Applet for non-administrative users, allowing tabular layout, sorting, filtering, and exporting to .csv.

Power Automate Connector – Enhances the system's data movement functionality, enabling direct data feed to Office 365 products, automating daily routines and functions for staff.

Workflow & Approvals Module – The Workflow & Approvals Module simplifies transactions for residents and staff by automatically routing requests and applications to stakeholders across the municipality. It allows residents to review, accept, access applications, provide electronic signatures, approve, deny, comment, or request clarification.

Scheduling – Allow residents to book appointments with government entities 24/7, eliminating the need for walk-ins and rescheduling. It automatically syncs calendars with employees and collects and validates data and payment before scheduling. The service offers a branded, local experience, empowers residents, is ready-to-go, and is optimized for mobile use. It also ensures efficiency and transparency in appointment scheduling.

SDK & Developer Tool Module – Enable your more tech-savvy staff to perform their own technical modification to the system, forms, and data flow. It provides developers with access to source code and API documentation for product development using our software as the foundation for their desired solution.

Credit Card Processing with CivicPlus Pay – With CivicPlus Pay (Pay), you can integrate with an approved payment gateway to accept payments on your website (separate agreement must be made directly between you and the chosen approved gateway provider).

Draft Scope of Work

The following outlines many of the items identified in the City's Attachment III Scope of Work from the Model Contract. We reserve the right to negotiate this Attachment before contract signing.

Sample Ultimate Project Timeline

Please note: Timelines may vary in duration dependent on customer, CivicPlus Team, and resource availability, the pace at which deliverables and approvals are submitted, add-ons, and the CivicPlus Team.

Task	When	Task Owner
Initiate (~4 weeks)		
Project Initiation	Week 1	CivicPlus Team
Project Kickoff Meeting (~ 1 hour)	~Week 2	CivicPlus Team & Customer
Planning & Scheduling	~Week 3	CivicPlus Team
Project Timeline Approval	~Weeks 3-4	Customer
Analyze (~5 weeks)		
Deliverables	~Weeks 3-4	Customer
Design Discovery Meeting (~ 1 hour)	~Week 5	CivicPlus Team & Customer
Layout & Color Proposal Creation	~Weeks 5-6	CivicPlus Team
Layout & Color Proposal Approval	~Weeks 6-7	Customer
Content (~10 weeks) Up to ~300 contracted pages - more pages would be at least 1 week to timeline		
Site Map Creation	~Week 3	CivicPlus Team
Website Content Review	~Weeks-4-5	CivicPlus Team
Content Process Meeting (~1 hour)	~Weeks 6-7	CivicPlus Team & Customer
Content Preparation & Updates	~Weeks 7-8	Customer
Content Implementation Setup	~Week 9	CivicPlus Team
Content Change Tracking	~Weeks 9-12	Customer
Content Implementation	~Week 10	CivicPlus Team
Quality Control - Content	~Week 11	CivicPlus Team
Final Content Report Creation	~Week 12	CivicPlus Team

SAMPLE

Task	When	Task Owner
Design & Creation (~5 weeks)		
Design Creation/Prep/Setup	~Week 8	CivicPlus Team
Quality Control - Design/Setup	~Week 9	CivicPlus Team
Design Concept Meeting (~1 hour)	~Week 10	CivicPlus Team & Customer
Design Concept Revisions	~Weeks 11-12	CivicPlus Team
Design Concept Approval	~Weeks 11-12	Customer
Training (~6 weeks)		
Reserve Training	~Week 9	CivicPlus Team
Training Engagement (up to 6 blocks of training - more blocks would add at least 1 week to timeline)	~Week 14	CivicPlus Team & Customer
Optimize (~5 weeks)		
DNS Form	~Weeks 9-10	CivicPlus Team & Customer
DNS Configuration	~Weeks 13-14	CivicPlus Team
SSL Certificate	~Weeks 13-14	CivicPlus Team
Website Reveal Meeting (~1 hour)	~Week 13	CivicPlus Team & Customer
Google Analytics Account Creation	~Week 14	CivicPlus Team
Website Corrections	~Week 14	CivicPlus Team
Website Finalization	~Week 14	Customer
Launch (~3 weeks)		
Website Launch Preparation	~Week 15	Customer
Website Launch Confirmation Meeting (~1 hour)	~Week 15	CivicPlus Team & Customer
Website Acceptance	~Week 16	Customer
Website Launch	~Week 16	CivicPlus Team & Customer
Project Close Procedures	~Week 17	CivicPlus Team

SAMPLE

ADD-ONS	
Task	**Additional Weeks Added to Timeline**
Additional Design	0
Agenda & Minutes/Meetings	1 Week per 500 Agendas/Meetings
AudioEye	0
Chatbot	0
CivicSend	0
Consulting	Per Contract
Content	1 Week per 300 Additional Contracted Pages
CivicPlus Pay	4 Weeks
Custom IdP	0
Standard Department Header Package	1 Week
Premium Department Header Package	1 Week
Ultimate Department Header Package	2 Weeks
Department Header Search	0
Encrypted Forms	0
Focus Groups	0 with No Training; 1 Week if Has Training
Launch Assistance	0
Logo & Branding Development	19 Weeks
CivicPlus Mobile App	2 Weeks
Platinum Security	0
Portal Page	0
Recommended Navigation	0
User Testing	2-4 Weeks

SAMPLE

Exceptions to Model Contract

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. Subject to the terms of the final controlling agreement, CivicPlus requires its standard Master Services and Solutions and Service Terms to be incorporated and linked in the final agreement. For reference, the CivicPlus standard Master Services and Solutions and Service Terms can be found online at civicplus.help/hc/en-us/sections/10985404533271. We look forward to developing a mutually beneficial contract with Oroville.

Exceptions

Included below are our exceptions to the Model Contract included with the RFP. Consider these as our reservations thereto and a starting point for negotiations of a final agreement with Oroville.

5. Confidentiality and Ownership

Strike language and replace with:

Upon full and complete payment of amounts owed for Project Development under the applicable SOW, City will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("City Content") created by Contractor on behalf of City pursuant to this Agreement. "City Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides to Contractor for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. City Content excludes any content in the public domain and any content owned or licensed by Contractor, whether in connection with providing Services or otherwise.

Upon completion of the Project Development, City will take over the management and control of the Services and City will assume full responsibility for City Content maintenance and administration. City, not Contractor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants Contractor a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content and that City has all rights necessary for Contractor to use the City Content in connection with providing the Services. City agrees that Contractor shall not be responsible or liable for the content of messages created by City or by City's Users or end-users who access Service. Notwithstanding the foregoing, Contractor retains the right, but not the obligation, to remove any City Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage

conduct that would violate any laws or third-party rights.

At any time during the term of the applicable SOW, City will have the ability to download the City Content and export the data that is processed through the Services ("City Data"). City may request Contractor to perform the export of City Data and provide the City Data to City in a commonly used format, at any time, for a fee to be quoted at time of request and approved by City. Upon termination of the applicable SOW for any reason, whether or not City has retrieved or requested the City Data, Contractor reserves the right to permanently and definitively delete the City Content and City Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, City will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to Contractor, including all software source code, documents, and materials used in performing the Services ("Contractor Property") will remain the property of Contractor. Contractor Property specifically excludes City Content. City shall not:

- license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Contractor Property in any way, except as specifically provided in the applicable SOW;
- adapt, alter, modify, or make derivative works based upon any Contractor Property;
- create internet "links" to the Contractor Property software or "frame" or "mirror" any Contractor Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than City, to use the Services;
- reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
- make any attempt to gain unauthorized access to the Services and/or any of Contractor' systems or networks; or
- access any Contractor Property in order to:
  - build a competitive product or service,
  - build a product using similar ideas, features, functions or graphics of any Contractor Property, or
  - copy any ideas, features, functions or graphics of any Contractor Property.

The Contractor name, the Contractor logo, and the product and module names associated with any Contractor Property are trademarks of Contractor, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided City complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, Contractor hereby grants City a limited, nontransferable, nonexclusive, non-assignable license to access and use the Contractor Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that City is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Contractor. City hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

7. Indemnification.

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend ~~with counsel of choice by City~~, indemnify, hold harmless and release the City, its officers, agents and employees from and against any and all third-

party actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the sole negligent acts or omissions or willful misconduct in the performance by Contractor hereunder~~, whether or not there is concurrent negligence on the part of the City,~~ but excluding liability due to the active negligence or willful misconduct of the City. ~~This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts.~~ Contractor shall be liable to City for any loss of or damage to City property arising out of or in connection with Contractor's negligence, willful misconduct or failure to ensure the work product complies with all applicable laws at the time of providing the professional services. This provision shall survive the termination or expiration of this Contract.

16. No Delegation or Assignment:
Contractor shall not delegate, transfer or assign its duties or rights under this Agreement without prior written consent. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement upon merger or the sale of a majority of its assets.~~, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of City and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. City will not be obligated to make payment under the Agreement until such time that the amendment is entered into.~~

ADDITIONAL TERM:
17. Contractor Terms and Conditions:
This Agreement shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff.

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

Statement of Work

Quote #: Q-81738-1
Date: 8/21/2024 3:35 PM
Expires On: 11/30/2024

Client:
City of Oroville, CA

Bill To:
OROVILLE CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Taylor Wilson		taylor.wilson@civicplus.com		Net 30

Ultimate Website Package

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	USD 3,853.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,155.90
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	USD 1,188.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -356.40
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -180.00
1.00	SSL Management CivicPlus Provided	SSL Management – CP Provided Only 1 per domain (Annually Renews)	USD 89.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -26.70
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (http://URL)	USD 158.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee (http://URL)	USD 189.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -56.70
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	USD 10,635.15

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central	USD 4,003.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,450.90
362.00	Website Content Development - 1 Page	Content Development - 1 Page - CivicEngage	USD 9,412.00
8.00	Website New Customer Virtual System Training - Up to 3 hours	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees	USD 6,000.00
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	USD 3,000.00

Additional Enhancements

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AudioEye Managed	AudioEye Managed: URL	USD 4,500.00
1.00	Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,249.40
1.00	Custom IdP Integration Package	Custom IdP Integration Package	USD 0.00
1.00	Website Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	USD 1,874.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -562.20
1.00	Website Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	USD 1,575.00
1.00	Website Design Center Pro Annual Fee	Design Center Pro Annual Fee	USD 3,119.25
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -3,119.25
1.00	Website Design Center Pro Implementation	Design Center Pro Implementation	USD 0.00
1.00	Design Center Pro Virtual Training - up to 3 hours	Up to 3 hours virtual instruction with live instructor. (Pricing per two seats)	USD 1,250.00

~~List Price - Initial Term Total~~	~~USD 62,333.00~~
Total Investment - Initial Term	USD 42,287.95
Annual Recurring Services (Subject to Uplift)	USD 19,415.25

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

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

_____

Request For Proposal
Website Redesign
Bids Received - September 6, 2024 at 3pm

Received From:

Consultant	Phone	Sales Rep.	Email	Year 1 Cost	Annual
Civic Plus	(785) 323-1508	Taylor Wilson	taylor.wilson@civicplus.com	$42,287.95	$16,759.05
GHD Services (GovStack)	(437) 294-2968	Love Mills	love.mills@ghd.com	$28,370.00	$9,030.00
Granicus	(720) 640-8341	Jordan Pryczynski	jordan.pryczynski@granicus.com	$49,877.13	$17,630.53
Planeteria	(707) 843-3773	Tyler Coffin	sales@planeteria.com	$54,850.00	$3,500.00
Future Cybernetics	(706) 503-3030	Johnny Martin	johnny.martin@futurecybernetics.com	$64,324.00	
Jonajo	(415) 377-4619	Kristian Widjaja	kristian@jonajo.com	$133,398.00	$16,800.00
Nation Media Design	(616) 888-5050	Kaleb Nation	kaleb@nationmediadesign.com	$21,000.00	$8,200.00
Eyemagine	(703) 967-6144	Gage Short	gage@eyemaginetech.com	$74,000.00	$11,500.00
JJC Creative	(212) 675-7424	Jim Tormey	jtormey@jjcreative.com	$61,500.00	
JuiceBox	(515) 401-7891	Dale Bentage	daleb@juiceboxint.com	$63,750.00	
Mandala Creative	(619) 736-1322	Marisa Crocker	marisa@mandalacreative.net	$74,950.00	$33,250.00
Terra	(914) 552-8565	Cooper Pickett		$89,000.00	$17,500.00
Zencon Group	(212) 281-9910	Priyanka Ghatak	priyanka.ghatak@zencongroup.com	$77,405.00	$92,800.00

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, CITY ENGINEER**

RE: **STATE ROUTE 162 ACTIVE TRANSPORTATION PROGRAM PROJECT – BUDGET ADJUSTMENT AND CONSULTANT AMENDMENT NO. 4 FOR DESIGN AND SUPPORT SERVICES**

DATE: **NOVEMBER 5, 2024**

SUMMARY

The Council will consider a design contract amendment and budget adjustment in the amount of $163,148.00 for the State Route (SR) 162 Active Transportation Program (ATP) Project for construction/design support, as-built drawings, and record-of-survey/monumentation efforts. This additional work is required to complete the project.

DISCUSSION

In January of 2020, City Council approved $580,000 for Mark Thomas to design and engineer the sidewalk improvements on SR162. In June of 2021, City Council approved Amendment No.1, a supplementary $330,742 for additional design work and assistance with right-of-way acquisition. In June of 2022, City Council approved Amendment No. 2, an additional $88,518 for extra topographic surveys, drainage facility design, and signal modifications. In November of 2022, City Council approved Amendment No. 3, an increase of $52,986 for additional design at the Olive Hwy and Lower Wyandotte intersection. To-date, the contract amount has a Not-to-Exceed limit of $1,052,246.00.

Mark Thomas has been providing tremendous construction/design support in responding to contractor requests for information and reviewing contractor submittals. There have been many challenges and changes to design during the course of construction including: access to existing businesses, unforeseen field conditions, and third-party utility coordination.

Additionally, creating a final as-built package for project completion is needed for records moving forward. There are approximately 106 plan sheets to be reviewed and finalized. The City has acquired the right-of-way needed for the project along the southerly right-of-way of SR 162. This additional right-of-way will become part of the SR 162 highway system

and will need to be transferred to the State. A Record of Survey, Record Map, and Right-of-Way Monuments are needed for this transfer.

Summary of project design budget and amendments:

Contract	Cost
Original Contract	$580,000[a]
Amendment No.1 – ROW additional design	$330,742[b]
Amendment No. 2 – Design Modifications	$88,518[c]
Amendment No. 3 – Design Mods	$52,986 [d]
Amendment No. 4 – Const. Support, as-builts, record-of-survey (Pending)	*$163,148*
Total Contract	$1,215,394
City Funded Contract portion (Local Transportation Fund)	$635,394

[a]CMAQ and ATP Grant Reimbursable
[b]Approved by City Council on 6/15/2021
[c]Approved by City Council on 6/21/2022
[d]Approved by City Council on 11/15/2022

FISCAL IMPACT

$163,148.00 from the Local Transportation Fund.

ACTION REQUESTED -

Staff recommend approving Amendment No. 4 for Mark Thomas to provide additional construction/design support, as-built drawings, and record-of-survey documents and monumentation.

ATTACHMENTS

1. Agreement No. 3296, Amendment No. 4
2. Scope of Work for Agreement No. 3296, Amendment No. 4
3. Fee Estimate for Agreement No. 3296, Amendment No. 4
4. Agreement No. 3296, including all Amendments to-date

AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. 3296 FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE AND MARK THOMAS & COMPANY, INC.

(Amendment No. 4)

This Amendment dated _____, 2024, is to the Project Contract Agreement No. 3296 between the City of Oroville ("City") and Mark Thomas & Company, Inc. ("Contractor").

A copy of Contract Agreement No. 3296 is attached as Attachment C including all prior amendments.

In consideration of terms and conditions herein, City and Contractor agree that Agreement No. 3296 shall be amended as follows:

1. The Agreement shall be amended to include work related to State Route 162 Pedestrian/Bicycle Disabled Mobility & Safety project, which are enumerated in the scope documents. The scope documents are attached as Attachment A to this Amendment.

2. The fee for additional project management, construction support, as-built preparation, and Record of Survey as outlined in Attachment A is $163,148.00.

3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3296 as amended shall remain in full force effect.

CITY OF OROVILLE	MARK THOMAS & COMPANY, INC.
_____	_____
David Pittman, Mayor	By:
ATTEST:	APPROVED AS TO FORM:
_____	_____
Kayla Reaster, Assist. City Clerk	Scott E. Huber, City Attorney

MARK THOMAS

August 30, 2024

Mr. Fred Mayo
City of Oroville
Director of Public Works
1735 Montgomery Street
Oroville, CA 95965

Project No.: SA-20105

RE: STATE ROUTE 162 BIKE AND PEDESTRIAN IMPROVEMENT PROJECT
AMENDMENT FOR DESIGN SUPPORT SERVICES DURING CONSTRUCTION

Dear Mr. Mayo:

The City of Oroville Department of Public Works (City) is constructing the State Route 162 (SR 162) Pedestrian / Bicycle Improvements Project (Project) this summer. The scope of work consists of sidewalk gap closures, ADA curb ramp construction, and minor signal improvements. The project will also install a new pedestrian actuated signal at Spencer Ave / SR 162. The project is located between Feather River Bridge at State Route 70 (SR 70) and Foothills Boulevard (approximately 2.8 miles).

Mark Thomas has been providing design support during construction based on our original contract scope of work. We have expended this budget and are requesting additional budget to extend this support through the end of construction. Due to delays and extensions given to the contractor, we anticipate an additional six months of construction. This would include support for an additional 97 working days.

As we have discussed, there have been several challenges during the course of construction. There have included access to existing business, unforeseen field conditions, and third party utility coordination. Mark Thomas has worked closely with the City and Resident Engineer to develop solutions to these challenges. This additional budget request is being made to allow us to continue to work with the team to address challenges and complete the project.

We also recognize that there have been questions directly related to our designs of the project. This includes instances where our designs needed to be adjusted due to elements internal to Mark Thomas. In these cases, we have not passed these additional design costs on to the City; they have been dealt with internally at Mark Thomas.

Finally, there are tasks related to the right of way and construction closeout that were not included in our original scope of work. These are included in this request as well.

The details of our remaining design and coordination efforts are outlined below.

Scope of Work

Task 1 - Project Management and Meetings

Project Management

- Perform overall project management and coordination duties related to the project history and design for the construction phase of the project.
- Coordinate with the City and construction management team.
- Prepare and submit monthly invoices.
- Supervise staff in the execution of the project.

This task assumes an average of one hour per week for the project manager and one and a half hours per month for the administrative and accounting staff.

Meetings

- Attend and participate in the project construction coordination, design related, and utility coordination meetings during the construction of the project as requested by the City (1 virtual meeting per week).

Task 2 - Respond to Request for Information (RFIs), Review Shop Drawings and Design Support for Design Changes

- Prepare responses to RFIs as requested by the City or the Resident Engineer (RE).
- Catalog and track Mark Thomas' written responses to RFIs received.
- Review shop drawings and material submittals for conformance with the

plans and specifications as requested by the City or the RE.

- Provide design services for design changes/revisions for issues encountered during construction.
- Assist the City of Oroville and the RE in preparing Contract Change Order packages.

This task assumes the need of a project manager and design engineer one day per week and a drafter one half day per week on average. Included with this proposal are Bennett Engineering Services to answer questions concerning the signals and lighting plans.

Task 3 - Prepare As-Built Plans

Prepare as-built plans based on as-built markups provided by the Resident Engineer. The as-built plans will be prepared in AutoCAD. Caltrans considers the SR 162 Bike and Pedestrian project an encroachment permit project. For encroachment permit projects Caltrans will require TIFFs of the plans. This does not include preparing the CAD files in Microstation for Caltrans.

There are approximately 106 plan sheets for the combined project. It is assumed that on average each sheet will take about 2 hours of time per sheet to review the redline markups, interpret them, draft up the changes, review the revised sheets and compile them into a comprehensive set of as-built plans.

Neither the quantity and scope of design support assistance nor the length of time to complete the construction of the extension is known. The budget identified for these tasks are estimates and the actual need may differ significantly from that identified in this proposal. Therefore, the services outlined above will be provided on a time and material basis.

Additional contract services that are beyond the approved scope of work for the Project that would be performed on a time and materials basis not to exceed include:

Task 4 - Record of Survey/Monumentation

- Transfer Deeds – The City has acquired the right of way needed for the project along the southerly right of way of SR 162. This additional right of way will become part of the SR 162 highway system and will need to be transferred to the State. Mark Thomas will prepare written descriptions that will combine the

individual City acquired parcel into four descriptions. 1) for city acquired coincident parcels west of Huntington Ln., 2) for city acquired coincident parcels east of 5th Avenue and 3) & 4) for City acquired parcels between Huntington Ln. and 5th Avenue identify by Assessor Parcel Numbers 035-260-048 and 023. Before the City can complete the transfer to the State, existing easements on the newly acquired City parcels must be coordinated with agreements between City, State and easement owner. Mark Thomas has allocated time to coordinate with the City and State to address existing easement agreements for up to 5 parcels. After resolution of existing easements, updated title reports will be provided by the City.

- Record Map – Caltrans will require a Caltrans Record Map to document the right of way being transferred to them. Mark Thomas will coordinate with the District 3 Right of Way Engineering group to prepare this Map. Mark Thomas assumes up to four (4) sheets and one (1) review from Caltrans.

- Record of Survey – Mark Thomas will file one Record of Survey consisting of four (4) sheets in Butte County for the limits of the Project. The mapping limit will include the twelve (12) property acquisitions and boundary retracement. For this proposal, it is assumed that the County will waive the filing fee for the City, therefore, it is not included in the fee proposal. Mark Thomas assumes up to one (1) Caltrans reviews and up to one (1) County Reviews.

- Right of Way Monuments – Mark Thomas will monument the exterior right of way at all angle points along the new right of way. It is assumed there is a total of eight (8) exterior monuments in the right of way and these monuments will be noted on the Record of Survey. It is assumed that the survey crews can use the project's construction encroachment permit to access the highway and no monument wells are required. Depending on the existing conditions, Mark Thomas will set 1" iron pipe with either a brass tag, aluminum cap or yellow plastic plug, or set a metal disk or tag with epoxy or anchoring cement. It is assumed no monumentation report will be required.

August 30, 2024

Fee

The fee needed to support the design needs during construction, close out the project, and provide the monumentation for the project is $163,148. A detailed hourly breakdown of the work needed is attached for your reference.

If you have any questions, please contact me at (916) 605-6763 or Matt Brogan at (916) 605-6761. Our emails are kdoty@markthomas.com and mbrogan@markthomas.com. We look forward to continuing our working relationship with the City.

Sincerely,

MARK THOMAS & COMPANY, INC.



Matt Brogan, PE
Principal and Vice President



Kenneth E. Doty, PE, QSD
Project Manager

COST PROPOSAL - SA-20105 - Oroville: SR 162 Bike/Ped Mobility & Safety - Construction Support (AM#4)

		Principal $370	Sr. Project Manager $270	Technical Lead $223	Project Engineer $170	Design Engineer II $140	Design Engineer I $125	Survey Manager $350	Project Surveyor $210	Sr. Surveyor $150	Lead Survey Technician $145	Sr. Survey Technician $140	2 Person Field Crew $375	Project Coordinator $120	Total Hours	Total MT Cost	Subconsultants Bennett Engineering	TOTAL COST
1.0	**PROJECT MANAGEMENT**																	
1.1	Project Management and Meetings	4	20											8	32	$7,840	500	$8,340
	Subtotal Task 1	**4**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**32**	**$7,840**	**$500**	**$8,340**
2.0	**CONSTRUCTION SUPPORT**																	
2.1	RFIs/Submittals/Design Changes			40	72	72	96								280	$43,240	3,500	$46,740
	Subtotal Task 2	**0**	**0**	**40**	**72**	**72**	**96**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**280**	**$43,240**	**$3,500**	**$46,740**
3.0	**PREPARE AS BUILTS**																	
3.1	Prepare As Builts			56			156								212	$31,988	3,000	$34,988
	Subtotal Phase 3	**0**	**0**	**56**	**0**	**0**	**156**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**212**	**$31,988**	**$3,000**	**$34,988**
4.0	**RECORD OF SURVEY/MONUMENTATION**																	
4.1	Transfer Deeds (4 Deeds)							12	36	12	8	60			128	$23,120		$23,120
4.2	Record Map							4	20		4	36			64	$11,220		$11,220
4.3	Record of Survey							8	30	8	8	64			118	$20,420		$20,420
4.4	Right of Way Monumentation							2	16	4			32	8	62	$17,620		$17,620
	Subtotal Phase 4	**0**	**0**	**0**	**0**	**0**	**0**	**26**	**102**	**24**	**20**	**160**	**32**	**8**	**372**	**$72,380**	**$0**	**$72,380**
TOTAL HOURS		**4**	**20**	**96**	**72**	**72**	**252**	**26**	**102**	**24**	**20**	**160**	**32**	**16**	**896**			
OTHER DIRECT COSTS																**$700**		**$700**
TOTAL COST		**$1,480**	**$5,400**	**$21,408**	**$12,240**	**$10,080**	**$31,500**	**$9,100**	**$21,420**	**$3,600**	**$2,900**	**$22,400**	**$12,000**	**$1,920**		**$156,148**	**$7,000**	**$163,148**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of January 7, 2020, by and between the City of Oroville ("City") and Mark Thomas and Company, Inc. ("Consultant").

RECITALS

A. The Consultant is licensed, trained, experienced and competent to provide design and construction documents for the Engineering Design of State Route 162 Pedestrian/Bicycle Disabled Mobility and Safety Improvement Project (Project) as required by this Agreement; and

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

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the scope of services described in the Mark Thomas and Company proposal attached as Attachment "A" which is incorporated herein by reference.

2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement 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 set forth in Attachment "B," which is attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of $580,000 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

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, and a description of any reimbursable expenditures. 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 Agreement, 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 Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Agreement 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 Agreement, 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 Agreement 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 Agreement ("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 Agreement. 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 Agreement 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 Agreement 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 Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. 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 Agreement 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 Agreement.

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

c. Any records or documents required to be maintained pursuant to this Agreement 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 Agreement.

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 Agreement 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 Agreement. 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 agreement 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 Agreement. All work performed by Consultant under this Agreement 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 Agreement, 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 Agreement or its failure to comply with any of its obligations contained in this Agreement, 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. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "10-R" attached hereto.

18. Notices. Any notice required to be given under this Agreement 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: **Mark Thomas and Co**
701 University Avenue
Suite 200
Sacramento, CA 95825
Attn: James Pangburn

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

20. Amendments. This Agreement 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 Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement 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 Agreement 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 Agreement 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 Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

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

24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement 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 Agreement commences any legal action against the other part arising out of this Agreement, 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 Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such

counterpart.

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

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 Agreement. 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 Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, 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 Agreement to be executed on the date first written above.

CITY OF OROVILLE

By: _____
Chuck Reynolds, Mayor

By: _____
Zach Siviglia, Vice President, Mark Thomas and Co.

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Bill LaGrone, City Administrator

Attachments: Exhibit A - Consultant Scope
Exhibit B – Fee Proposal
Exhibit 10-R – Caltrans Contract with Insurance Requirements

CITY OF OROVILLE
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made on January 7, 2020, between the City of Oroville ("the City"), and Mark Thomas and Company, Inc., ("Consultant").

WITNESSETH:

WHEREAS, the City proposes to design and construct the **Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements.**; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated on June 11, 2019, (attached hereto and incorporated herein as Attachment "A" and "B") and is duly licensed, qualified and experienced to perform those services;

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

ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: Mark Thomas and Company, Inc.

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be James Pangburn

The name of the "LOCAL AGENCY" is as follows: City of Oroville.

The Contract Administrator for LOCAL AGENCY will be Bill LaGrone.

B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated September 10, 2019. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.

E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. The CONSULTANT shall complete the task list as referenced in the Consultant's scope of work, attached as "Exhibit A".

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect on December 17, 2019 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract

Administrator. No payment will be made prior to approval of any work, or for any work performed prior t approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Bill LaGrone
City Administrator
City of Oroville
735 Montgomery St
Oroville, CA 95965

E. The total amount payable by LOCAL AGENCY shall not exceed $580,000.

F. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the percentage of work completed at the time of completion.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by

LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Co Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE XIII CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any

matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is **18%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: $1,000,000 per claim & $1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding $25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY on reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXVI OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel

involved in the performance of this contract, at public hearings or in response to questions from a Legislati committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Zach Siviglia
Mark Thomas
701 University Ave #200
Sacramento, CA 95825

LOCAL AGENCY: Bill LaGrone

City of Oroville
735 Montgomery St
Oroville, CA 95965

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

[SIGNATURES ON NEXT PAGE]

ARTICLE XXXIV SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF OROVILLE

By _____
Bill LaGrone,
City Administrator

CONSULTANT NAME

By _____
Zach Siviglia,
Vice President

SCOPE OF WORK

Mark Thomas will follow the scope of work below for the Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements in the City of Oroville (City). In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work. Mark Thomas will provide contract documents (final) design services needed to perform the tasks noted below. All reports and/or studies, renderings and exhibits, plans and specifications, calculations, etc. developed by Mark Thomas will at a minimum comply with Caltrans and the City of Oroville standards. Electronic file deliverables will be in PDF (Portable Document Format), Microsoft (MS) Word, Microsoft (MS) Excel, and/or CAD (Autodesk AutoCAD Civil 3D 2018 format).

TASK 1. PROJECT MANAGEMENT AND DOCUMENTATION

Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

Task 1.2. Meetings

We will hold Project Development Team (PDT) meetings with subconsultants, City and Caltrans District 3 staff to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project. Mark Thomas will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated using comments received from the PDT. The CPM schedule will be updated at major project milestones and will be prepared using Microsoft Project software.

Meetings will generally be held centered on or near key project milestones. Mark Thomas will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes a PDT meeting once per month until the project is completed for a total of 12 PDT meetings. GPA will hold one (1) Kick-off meeting face to face followed by four (4) conference call meetings by phone.

Task 1.3. Quality Assurance/QualityControl

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of regularly scheduled plan reviews, design checklists, and methods of project documentation. Specific methods for QA/QC will include:

- The Mark Thomas Quality Assurance Manager will perform an independent review of the project plans, estimates, and reports at each submittal for consistency, constructability, and accuracy.
- Design Technicians will use a "review stamp" for each round of changes which will track who commented on the plans, who checked the drafting, and when the final product was reviewed again by the design engineer.

Mark Thomas will implement and maintain these quality control procedures during the preparation of plans and documents throughout the project.

TASK 1 DELIVERABLES:

- Meeting Agendas and Minutes (12 Meetings)
- Monthly Status Reports
- CPM Master Schedule, Updated Monthly

TASK 2. TOPOGRAPHIC SURVEY AND MAPPING

Task 2.1. Control Surveys

Project control will be based on the California State Plane Coordinate system (CCS83), Zone 2, and vertically based on NAVD88. Horizontal values will be derived from static GPS observations to local NGS stations. Vertical values will be established by differential level run along Oro Dam Boulevard and Olive Highway based on NGS vertical benchmarks, unless other project control and datum is provided. It is assumed set project control will not be required to go through Caltrans review.

Task 2.2. Record Level Right of Way Mapping

Record research will be performed to locate recorded maps including, right of way maps, records of survey, corner records, and other official maps of record necessary to determine the right of way within the project area (approximately 3.6 miles). Right of way Lines as shown on record maps in the area will be plotted. The location of the right of way lines will be based solely on record mapping and a best fit of the line work based on the topographic data and/or monumentation found during the topographic survey. Time is not included to find physical evidence necessary to resolve the parcel lines. No Title reports or plotting of easements is included in this scope of work.

Task 2.3. Supplemental Topographic Surveys

Mark Thomas will conduct topographic surveys to supplement existing topographic data provided by Ben-en and conducted by Unico. Mark Thomas will verify the provided topographic survey by collecting a sample of spot shots within the provided topographic area but assumes the topographic data provided is accurate and suitable for design and takes no liability for errors or inaccuracies in the provided topo data. If any conflicts are discovered, the design team will be notified, and a path forward will be discussed. Mark Thomas will use existing provided datum and project control.

Supplemental topographic survey will be conducted along Oro Dam Blvd. (Hwy 162) between Hwy 70 southbound ramps and Feather River Blvd. also along Olive Hwy between Lower Wyandotte Rd. and Foothill Blvd. including approximately 430 LF along Lower Wyandotte Rd., and approximately 100 LF along Lincoln St. in the City of Oroville, California.

Topographic surveys will be performed using a combination of standard cross-sectioning techniques, intermediate survey ties, break lines and spot elevations using conventional total station methods, GPS and terrestrial scanning within the project limits to generate a digital terrain model (DTM).

Surveys will be conducted in areas described above designated as the following design improvements:

- 10' Multi-use Pathway (Approx. 760 LF)
- Sidewalk Gap Closure (Approx. 3750 LF)

Surveys will be limited to existing fence line or approximate right of way, and edge of traveled way. Data collected will include back of walk, curb and gutter, edge of pavement, edge of traveled way, above ground surface visible utilities. No underground facility locating is included for this scope of work. No crown of road is included in this scope. Up to one additional shot per cross section will be collected within the roadway to produce roadway cross slopes.

Task 2.4. Orthoimagery

Mark Thomas will coordinate with subconsultant Quantum Spatial (QSI) to establish flight control for Digital Orthophotography. QSI will adjust flight parameters to collect imagery with a native pixel size (ground sample distance) to meet 3" (7.5 cm) pixel resolution. Overall flight tolerances will be set to industry standards to support engineering accuracies and orthophotography specifications for design, utilizing the most nadir portion of each image to minimize lean effects inherent with photography. Photos will be collected during peak sun angles for the day (sun angle of ≥ 30°), under clear conditions with no clouds or cloud shadows. Images will be clipped to the approximately 300 feet past the existing edge of pavement (both sides of road) within the project limits. It is assumed set flight markers will not be required to go through Caltrans review.

Task 2.5. Utility Mapping

Mark Thomas will perform research at the City, County, State, utility companies and other agencies to obtain as-builts and record maps of the project limits. This includes preparation and mailing of the Utility "A" letter upon City approval. Mark Thomas will obtain utility mapping from utility companies and develop a utility base map. A Utility Matrix will be created to track discussions and data received from utility agencies.

Mark Thomas, with City staff, will perform a walking audit prior to concept development and 30% plans to identify anticipated ADA upgrades at intersections and driveways along the corridor. This effort will define the limits of ADA improvements to be included in the final design plans.

TASK 2 DELIVERABLES:

- AutoCAD C3D file with planimetric and DTM
- Topographic Survey point file in ASCII (PNEZD) format
- AutoCAD C3D file with Right of Way lines
- 4-band Color Orthophotos, tiled, TIF/TFW format fixed to CCS83, Zone 2.
- Utility Base Mapping

TASK 3. ENVIRONMENTAL STUDIES AND DOCUMENTATION

Task 3.1. Preliminary Environmental Study (PES)

At project initiation, GPA will work closely with the design team and the City to define a project description and delineate a project study area sufficient to support the completion of the Preliminary Environmental Study (PES) form. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project. GPA will perform a review of available information to ensure that all pertinent information related to the existing site is considered.

Once all the necessary information is gathered and reviewed, GPA will prepare a PES Form and provide it to the City for their submittal to Caltrans. It is anticipated that Caltrans will require a field review of the project site during the PES process, which GPA will attend.

Task 3.2. NEPA Technical Studies

The following technical studies are anticipated to be required from Caltrans through the NEPA process. If Caltrans identifies the need for preparation of additional technical studies as part of the PES and/or Caltrans review process, GPA will complete these studies under a separate scope of work.

Task 3.2.1. Visual Impact Assessment Technical Memorandum

GPA assumes that the project will have negligible impacts on visual resources and that a Visual Impact Assessment (VIA) Technical Memorandum will be the appropriate level of documentation to support the NEPA analysis. The VIA Memo will be prepared in accordance with the Caltrans SER. The memo will describe the existing visual setting and analyze visual impacts resulting from the project. GPA will summarize the results of the analysis in a technical memorandum that will outline the existing setting, project impacts, and recommended minimization measures, if necessary. GPA assumes that visual simulations will not be required for the project.

Task 3.2.2. Temporary Occupancy Memo (Section 4f)

As the project includes the addition of a bicycle path to connect to and existing path, if required by Caltrans, a Section 4(f) Temporary Occupancy Technical Memorandums (for signature by the Parks Department, or whichever local agency maintains the bike path) would be required in order to document that the project would not adversely affect the existing bike path. GPA will draft the required notification for the Parks Department as well as a template letter for signature. Caltrans District 3 will contact the Parks Department in order to obtain concurrence.

Task 3.2.3. Initial Site Assessment

Crawford & Associates, Inc. (CAInc) will provide an Initial Site Assessment (ISA) to evaluate the project corridor and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. Crawford & Associates will coordinate and obtain the following permits necessary to complete our field work: City Encroachment Permit. We assume that the City of Oroville will waive their encroachment permit fee.

Task 3.2.4. Location Hydraulic Study Form and Summary Floodplain Encroachment Report

Preliminary research has identified that a portion of the project (i.e., the bicycle path connection) would be located within a 100-year flood zone and is also within a Central Valley Flood Protection Board "Designated Floodway". Because of this, it is anticipated that a Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) would be required for the project. As part of the GPA Team, Avila and Associates will provide services to complete an LHS and SFER for the proposed project in accordance with 23 CFR 650.113. The GPA team will transmit the draft reports to Caltrans on behalf of the City, respond to one round of Caltrans comments, and coordinate with Caltrans to obtain Caltrans approval and signatures on the final reports.

Task 3.3. Notice of Exemption/Categorical Exemption

It is assumed that the project would qualify as categorically exempt from CEQA under either CEQA Guidelines Section 15301: Existing Facilities or Section 15304 Minor Alterations to Land. GPA will prepare a Notice of Exemption (NOE) for the City's use in documenting the categorical exemption after project approval. The NOE will include all elements as required pursuant to CEQA Guidelines Section 15062 and will include supporting documentation demonstrating the project's compliance with the requirements of a CEQA CE. GPA assumes that City will file the NOE with the Butte County Clerk's Office and pay applicable fees. GPA will file the NOE with the California State Clearinghouse.

TASK 3 DELIVERABLES:

- One (1) electronic copy and two (2) hard copies of the PES.
- One electronic copy and up to one hard copy will be provided of the Visual Impact Assessment Technical Memorandum.
- One electronic copy and one hard copy of the Section 4(f) Temporary Occupancy Technical Memorandum
- Draft and Final Initial Site Assessment (ISA)
- One (1) electronic copy and two (2) hard copies of the LHS and SFER
- One (1) electronic copy of the Notice of Exemption and supporting documentation for City's use in filing with the Butte County Clerk's Office. One (1) electronic copy of the Notice of Exemption filed with the California State Clearinghouse.

TASK 4. PUBLIC AND STAKEHOLDEROUTREACH

Mark Thomas and AIM will assist the City with the public outreach associated with the project.

Task 4.1. Stakeholder Database and Outreach Management

AIM will provide strategic advice and counsel, review study materials and reports, and monitor team communications. In addition, AIM will attend a project kick-off meeting in person and up to four regular Project Design Team (PDT) meetings by phone. AIM will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. AIM will work with the City and other consultants on the team to further identify key stakeholders.

Task 4.2. Public Workshops (2)

AIM will facilitate, plan, and coordinate two public workshops throughout the project's duration. AIM will secure the workshop venues, which will be located in and near the project area, develop a run of show for the workshops, and provide all workshop supplies. In coordination with the City and design team, AIM will design and develop informational materials to present and obtain input on proposed active transportation improvements. These materials may include but are not limited to board displays, fact sheets, comment cards, and sign-in sheets. Attendees will be asked to sign in and provide their contact information and will be added to the notification distribution list. AIM will record all comments and questions from the workshop and take photographs. AIM will then provide the City and project team with a comprehensive summary of the workshops.

AIM will develop and implement a comprehensive notification plan to ensure each public workshop is well-advertised by partnering with key stakeholders including local schools and businesses. AIM will also coordinate with the City and their existing communication channels to disseminate information and ensure that the community is informed throughout the study's duration. AIM will design and develop notification materials which may include but are not limited to electronic flyers and posters, social media content, and webpage updates.

Task 4.3. Property Owner Coordination Meetings

AIM will plan and coordinate up to six (6) focus group meetings with adjacent property owners nearby the project area. The focus group meetings will take place early on in the project process and provide an opportunity for the City and design team to introduce the project and discuss access points, driveway locations, and potential opportunities and challenges as they relate to proposed active transportation improvements in the area. AIM plans to schedule the focus group meetings over the course of several days.

AIM will schedule and coordinate the meeting venues, which will be located in and near the project area and provide a meeting supplies checklist for the City to use. In coordination with the City and project team, AIM will design and develop an agenda, facilitation plan, and informational project fact sheet for the City to use at the meetings. The City and Mark Thomas will be responsible for attending and facilitating the meetings, as well as providing all printed materials, equipment, and supplies.

Task 4.4. City Council Presentations

Mark Thomas, along with the City of Oroville, will coordinate and prepare a presentation to the City Council. This task includes time to prepare presentation and any visual aids needed for meeting.

TASK 5. UTILITY COORDINATION

Task 5.1. Prepare Conflict Mapping

Mark Thomas will build on the coordination performed in Task 2.3, which includes:

- Utility "B" Letter – Maps showing the utility mapping and the proposed improvements will be sent to the utility companies for verification.
- Utility "C" Letter – Final plans along with a letter will be sent to the utilitycompanies showing the existing utilities and the final design.

Task 5.2. Utility Coordination Meetings

Based on utility conflict mapping, Mark Thomas will coordinate meetings with utility owners to determine the correct conflict resolution. Utilities along the corridor consist of overhead joint utility poles, underground gas, water, and storm drains. We will work with the utility owner to determine liability and time frame on relocations.

Task 5.3. Prepare Caltrans LAPM Utility Certification Documentation

In order for the City to obtain their right of way certification for their E76, they must complete the Caltrans LAPM Utility Coordination Process, and all forms associated with it. Mark Thomas will complete the Notice to Owner, Report of Investigation, and any Utility Agreements needed for all utilities within the limits of the project corridor. Mark Thomas will coordinate this utility package with Caltrans and ensure that everything is included that is needed to receive a signed right of way certification before bidding.

TASK 5 DELIVERABLES:

- Utility "B" Letters
- Utility "C" Letters
- Notice to Owner (14-D)
- Report of Investigation (14-E)
- Utility Agreements (14-F), if required for any relocations

TASK 6. PLANS, SPECIFICATIONS AND ESTIMATE

Task 6.1. Preliminary Design

We will prepare preliminary (30%) concept plans for the Project based on Caltrans and City standards and guidelines. The concept plans will include review of design features (such as lane widths, bike lane locations, buffer widths, sidewalk gap closures, mid-block crossing treatments, intersection modifications, and preferred trail alignments) and will be shared with the City for feedback. Refinements will be made during the PS&E task. Plan sheets will be prepared at 1"=40'.'

Task 6.1.1 Storm Water Data Report

Mark Thomas will prepare a Storm Water Data Report summarizing the Project impacts to water quality, general minimization measures, and recommended best management practices (BMPs). The report will address only the impacts from the roadway improvements, and will utilize current Caltrans standard checklists.

Task 6.1.2 Roadway Drainage Memo

Mark Thomas will prepare a Roadway Drainage Memo that will summarize the findings from the Storm Water Data Report and provide recommended drainage inlet spacing and spreadwidth calcs for the Project.

TASK 6 DELIVERABLES:

- 30% Concept Plans
- Storm Water Data Report
- Roadway Drainage Memo

Task 6.2. 65% PS&E

Mark Thomas team will build upon the 30% plans and prepare draft construction documents for the Project using Caltrans and City standards and guidelines. The PS&E package will be submitted to the City for review. The plans will include the following sheets:

DESCRIPTION	SCALE	SHEET COUNT
Title Sheet	n/a	1
Typical Cross Sections	n/a	2
Key Map and Control	n/a	1
Project Control	n/a	1
Layouts	1"=40'	13
Temporary Water Pollution Control	1"=40'	13
Construction Details	Varies	4
Drainage and Utility Plans	1"=40'	13
Drainage and Utility Profiles	1"=10'	4
Drainage and Utility Details	Varies	4
Traffic Handling Plans	1"=10'	13
Traffic Handling Quantities	n/a	1
Signing and Striping Plans	1"=40'	13
Signing and Striping Quantities	n/a	1
Summary of Quantities	n/a	1
Electrical Plans, Quantities and Details	Varies	8
Total Roadway Sheets		**93**

Task 6.3. 95% PS&E

Following the 65% PS&E submittal, the Mark Thomas team will revise the plans based on comments from the City and Caltrans. Mark Thomas will prepare the contract documents using the City's standard boilerplate. This task will include the effort needed to obtain final design approval and produce the final construction documents.

Task 6.4. 100% PS&E

Following the 95% PS&E submittal, the Mark Thomas team will revise the plans based on comments from the City and Caltrans. Final plans, specifications, and estimate will be produced for bidding purposes.

Task 6.5. Request for Authorization Package

Mark Thomas will prepare/complete Caltrans local assistance procedure form 3-D, Request for Authorization to Proceed with Construction. Additional local assistance forms required as a part of form 3-D will also be completed and combined for the project to create the RFA Package to submit to Caltrans. The City will assist Mark Thomas in providing information needed to complete the forms.

TASK 6 DELIVERABLES:

- Preliminary Concept Plans (30%) - Full Size PDF's or Hard Copies as Needed
- Plans (65%, 95%, 100% Submittals) – Full Size PDF's or Hard Copies as Needed
- Special Provisions (95% and 100%) – MS Word
- Construction Cost Estimate (60%, 95%, and 100%) – MS Excel
- Request for Authorization for Construction Package (all required forms)

TASK 7. PERMITTING

Task 7.1. Permits to Enter and Construct

It is anticipated that Permits to Enter and Construct (PTE's) will be required along the project corridor. From previous project experience, sidewalk gap closures usually require driveway reconstruction in order to tie into adjacent properties. Mark Thomas will require PTE's to enter parcels outside the right of way in order to construct new project improvements. Mark Thomas will support the City in acquiring signed PTE's by providing exhibits and letters for the City to send.

Task 7.2. Caltrans Encroachment Permit(PEER)

Mark Thomas will prepare a PEER document for project approval of the improvements along the SR 162 corridor. It is assumed that one (1) round of plan review will be needed to have the PEER document approved.

Task 7.3. CPUC Coordination

The SR 162 corridor has a grade separated crossing with Union Pacific Rail Road (UPRR) between Veatch Street and Lincoln Street, where SR 162 crosses underneath the rail line. Any modifications do the existing lane widths and striping (including adding bike lanes) will require coordination with the California Public Utilities Commission (CPUC) and UPRR. Modifications will require an approval using the GO 88-B Request Form. Mark Thomas will create exhibits and coordinate with CPUC and UPRR on the project and will obtain a signed Request Form for the crossing modifications.

Task 7.4. CVFPB Encroachment Permit

According to information provided by the CVFPB and its staff, the Feather River is a Designated Floodway (DF) that has been adopted by the CVFPB, without a federal levee. Encroachments within 300 feet of a DF require a CVFPB Encroachment Permit. Construction of bicycle/pedestrian trails from SR 162 to existing trails in Riverbend Park may require a CVFPB Encroachment Permit. To support acquisition of an Encroachment Permit, GPA will an application package for submittal to CVFPB, which would include:

- 3615 Form – Application for a Central Valley Flood Protection Board Encroachment Permit;
- 3615a Form – Environmental Assessment Questionnaire for Applications for Central Valley Flood Protection Board Encroachment Permits;
- Regional and Vicinity Maps;
- Photos of project site;
- CEQA documentation.

Following submittal of the Application Package, GPA will coordinate with CVFPB to respond to questions and support their issuance of the Encroachment Permit. It is anticipated that issuance of the Encroachment Permit would take up to one year from the time that the Application Package was submitted to CVFPB.

TASK 7 DELIVERABLES:

- Property Impact Exhibits/Signed Permit to Enter and Construct
- GO-88B Application
- Caltrans Encroachment Permit (PEER Process)
- CVFPB Encroachment Permit Application

TASK 8. BIDDING AND CONSTRUCTION ASSISTANCE

Task 8.1. Bidding Assistance

We will provide assistance to the City during the bidding process of the project. Work may include answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period. Mark Thomas has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

Task 8.2. Construction Assistance

We will provide assistance to the City during construction of the project. The work may include responding to Requests for Information (RFIs) by the contractor, providing consultation and interpretation of the contract documents, preparing Contract Change Orders (CCOs), reviewing shop drawings, and attending construction meetings and field visits. Mark Thomas has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

Task 8.3. As-Built Drawings

Upon completion of construction and during project closeout, Mark Thomas will prepare record drawings from a redlined set (provided by the City) documenting revisions to the final conformed bid set for City records.

TASK 8 DELIVERABLES:

- Record Drawings (As-Builts) in Electronic Format

OPTIONAL TASKS

Optional Task 6.2.1 Signal Modification at SR 162/Feather River Blvd

Y&C will obtain electronic base plans and as-built signal plan for the Oro Dam Blvd (SR 162)/Feather River Blvd intersection from Mark Thomas and verify them in the field. Based on the obtained information, Y&C will prepare 65%, 95%, and 100% traffic signal modification plans, specifications, and cost estimates (PS&E) for the SR 162/Feather River Blvd intersection, which will reflect widening on the southwest corner to add an eastbound RT lane.

Optional Task 6.2.2 Signal Modifications for Upgrading Detection Loops, APS's, and Push Buttons

Y&C will obtain electronic base plans and as-built signal plan for the following intersection from Mark Thomas and verify them in the field:

- SR 70 SB Off-ramp/SR 162 (Oro Dam Road)
- SR 70 NB Off-ramp/SR 162
- SR 162/5th Street
- SR 162/Veatch Street
- SR 162/Lincoln Street
- SR 162/Meyer Street
- SR 162/Washington Ave-Olive Hwy
- Oro Dam Rod/Oroville Quincy Hwy
- Olive Hwy (SR 162)/Medical Center Drive
- Olive Hwy/Lower Wyandotte Rd

- Olive Hwy/Foothill Blvd

Based on the obtained information, Y&C will prepare 65%, 95%, and 100% traffic signal modification plans, specifications, and cost estimates (PS&E) for these intersections. The signal modifications will include installation of Type D detector loops for bike lanes and vehicle lanes to pick up bike detection (or using video detection system if approved by Caltrans), upgrade pedestrian pushbutton assembles (PBA) to accessible pedestrian signals (APS), upgrade pedestrian signal heads to "count-down" type, and re-install PBA posts/conduits/pull boxes due to construction of curb ramps. It is assumed that all existing major mastarm signal poles will remain.

ASSUMPTIONS AND EXCLUSIONS

- PTE'S Will be letters only. Mark Thomas will not negotiate or discussion compensation.
- Potholing may be required to install new drainage facilities for the project. It is assumed that Mark Thomas can prepare utility base mapping and determine the need for potholing at a later date.
- As-builts will be provided by City/Caltrans.
- PEER Project Approval. A Project Report is not assumed at this time.
- No SWPPP/SMARTS Support needed from Mark Thomas
- Design Files for BTA Project Provided by City.
- The City will be responsible for securing the workshop venues, including obtaining insurance certificates.
- The City will responsible for printing and distributing all notification materials such as fliers and posters, as well as posting social media updates to the City's existing communication channels.
- No hydraulic modeling will be completed as part of the proposed project.
- No insurable structures will be impacted by the proposed project.
- Assume that the project will not cause a significant encroachment into the floodplain or a change in the water surface elevation. No FEMA coordination, or Conditional Letter of Map Revision (CLOMR) will be required.
- No Central Valley Flood Protection Board (CVFPB) coordination will be required.
- Avila will complete and sign the forms for items 3, 4, 5, 7 and 9 of the Location Hydraulic Study Report. Others will sign 1, 2, 6 and 8.
- The project area is outside of a federal levee and authorization from U.S. Army Corps of Engineers 408 Division would not be required. The Encroachment Permit would be processed and approved under CVFPB's Executive Officer Delegation and would not require full Board hearing and approval. Hydrology and Hydraulic Analysis would not be required. If a Local Maintaining Agency (LMA) has jurisdiction over the project site, the LMA would endorse the encroachment without conditions.
- Phase 2 ADL testing is not included in this scope. This item will be revisited upon completion of the ISA.
- No title reports will be required.
- No traffic control required for topographic surveys.
- No boundary resolution is included with this scope

Amendment No. 1

August 27, 2021

CITY OF OROVILLE
1735 Montgomery Street
Oroville, CA 95965
Phone: 530.538.2535
Fax: 530.538.2468

James Pangburn, PE
Mark Thomas & Company, Inc.
701 University Avenue, Suite 200
Sacramento, CA 95825

Subject: Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements (Federal Project ATPCML-5142 (036), Contract A-3284) – Amendment Notification

Dear Mr. Pangburn:

The amendment was approved at the June 15, 2021 City Council Meeting.

The contract not to exceed fee has increased by $330,742 to $910,742.

Amended Project Budget by Task.

Task	Original Budget	Amended Budget
1.0 Project Management	$56,709	$72,321
2.0 Topographic Survey	$56,404	$56,404
3.0 Environmental Studies	$30,085	$57,931
4.0 Public & Stakeholder Outreach	$66,519	$66,519
5.0 Utility Coordination	$25,280	$25,280
6.0 Plans, Specifications, & Estimate	$259,638	$384,264
7.0 Permitting & ROW (added)	$39,210	$178,606
8.0 Bidding & Construction Assistance	$22,762	$22,762
ODC's	$23,393	$46,655
TOTAL	**$580,000**	**$910,742**

Please provide an updated project schedule including the new tasks and the extension of previously scoped tasks.

Sincerely,

Mike Massaro, PE
Project Manager

Attached: City Council Minutes, Amendment Scope of Work, Amendment Cost Detail

Copy: File; Matt Thompson, PE - Acting City Engineer; Dawn Nevers, Assistant Community Development Director

PROJECT UNDERSTANDING

This scope of work has been prepared to cover additional work activities not covered by the original contract. The additional activities are generally centered around environmental and right of way requirements that were not envisioned in the Request for Proposals (RFP).

Environmental – The original scope of work assumed preparation of a Visual Impact Technical Memorandum, Temporary Occupancy Memo (Section 4F), Initial Site Assessment, and Location Hydraulic Study. These NEPA technical studies were included on the Preliminary Environmental Study (PES) form and submitted to Caltrans for approval.

After reviewing the project and proposed technical studies, Caltrans is requiring additional technical studies to support the NEPA clearance. The additional studies include a Construction Noise Technical Memorandum, Construction Air Quality Memorandum, Water Quality Memorandum, and a Community Impact Assessment Memorandum, and Historical Records search requested by Caltrans for the CR Screened Undertaking. The Visual Impact Technical Memorandum is no longer required.

As discussed in further detail below, the project will also require right of way acquisitions, resulting in the need for a Community Impact Assessment. This scope of this study needs to be confirmed with Caltrans.

Right of Way – The SR 162 Corridor Plan assumed no right of way would be required for the project, and this assumption was carried forward to the ATP application and the RFP for design services. Based on evidence in the field, including long stretches of previously constructed sidewalk, assuming no right of way was justified for planning purposes. Readily available right of way record information such as GIS data transferred from Assessor Parcel Information is not always accurate, nor will it provide the necessary detail to determine right of way needs at the early project stages.

Mark Thomas reconciled the highway right of way using records of survey provided by Caltrans and Butte County and tied out monumentation to accurately reflect the existing right of way conditions. With the record right of way delineated, Mark Thomas observed "jogs" in the existing right of way where the existing sidewalks end. Using 30% level design drawings, the potentially impacted parcels were identified, and Preliminary Title Reports (PTR's) were requested from the City. The PTR's were reviewed to determine if there were pre-existing easements (roadway, pedestrian, utility, etc) on these parcels that would provide the necessary rights to construct the project without additional acquisitions. After a detailed review of the PTR's it was determined that additional right of way would be required on 15 parcels along the corridor. This scope of work includes the required activities to acquire these parcels in accordance with Caltrans Local Assistance guidelines.

Additional Design – The original contract scope of work was based on the figures included in the RFP, which showed existing sidewalk along the south side of SR 162 from 7th Street to 5th Street. This segment needs to be included to close all the sidewalk gaps within the project limits. This scope includes additional labor to design this additional segment and perform the necessary topographic surveys.

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client and sub consultants, including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

Task 1.2. Supplemental Meetings

We will hold Project Development Team (PDT) meetings with subconsultants, City and Caltrans District 3 staff to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project.

Meetings will generally be held centered on or near key project milestones. Mark Thomas will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes two (4) additional PDT meetings to coordinate the scope items listed below. The CPM project schedule will be updated to include the additional scope items below.

TASK 1 DELIVERABLES

- Meeting Agendas and Minutes (4 Meetings)
- Updated CPM Master Schedule

TASK 2. NEPA TECHNICAL STUDIES

California Department of Transportation (Caltrans) completed its Preliminary Environmental Study Form for the City or Oroville (City) State Route (SR) 162 Pedestrian/Bicycle Disabled Mobility and Safety Improvements Project (EA 4H360) ("project"), approved July 29, 2020. Amendment 1 adds the following tasks to GPA's Subcontract with Mark Thomas for this project (GPA Project No. 00349). In addition, the Visual Impact Assessment Technical Memorandum (Original Contract Task 3.2.1) is no longer needed for the project. No work has been completed on Task 3.2.1 and the budget for Task 3.2.1 will be reallocated to the below tasks.

Task 2.1. Construction Noise Technical Memorandum

GPA's Subconsultant, AMBIENT Air Quality & Noise Consulting [AMBIENT], will prepare a construction noise memorandum for the project. Existing noise conditions and applicable regulatory framework will be summarized and included in the report. Relevant background information, including noise fundamentals, descriptors, and applicable regulatory framework, will be summarized and included in the report. Ambient noise measurement surveys are not anticipated to be required and are not included.

To assess potential construction noise impacts, sensitive land uses and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be summarized in included in the report. Predicted construction-generated noise levels at nearby land uses will be calculated using the Federal Highway Administration's (FHWA) Roadway Construction Noise Model. The analysis of long-term operational noise impacts is not anticipated to be required and is not included.

Measures for the control of construction noise levels will be discussed, to the extent necessary. This discussion will address Caltrans-recommended control practices, as well as applicable local noise ordinance requirements.

Task 2.2. Construction Air Quality Memorandum

GPA's Subconsultant, AMBIENT, will prepare a construction air quality memorandum for the project. Existing air quality conditions and applicable regulatory framework will be summarized and included in the report.

Short-term construction emissions of criteria air pollutants and greenhouse gas emissions will be quantified using the Sacramento Metropolitan Air Quality Management District's *Road Construction Emissions Model*. Emissions modeling will be conducted based on project-specific construction information and schedules, to be provided. The analysis of localized pollutant concentrations and long-term operational air quality impacts is not anticipated to be required and is not included.

Measures for the control of construction emissions will be discussed, to the extent necessary. This discussion will address Caltrans-recommended control practices, as well as applicable Butte County Air Quality Management District rules and regulations.

Task 2.3. Water Quality Memorandum

Caltrans has requested that a water quality memorandum be prepared for the project. This memorandum will include a brief discussion on how the project could affect the physical/chemical, biological, and human use characteristics of the aquatic environment. GPA will refer to the Location Hydraulic Study and Storm Water Data Report for supporting data, if available. GPA will identify and describe existing waterways and watersheds and identify specific water quality concerns in the area. Construction-related impacts and long-term impacts to water quality will be qualitatively evaluated, and both direct and cumulative impacts related to the project will be described. The memorandum will also address regulatory compliance, including conformance with the National Pollutant Discharge Elimination System permit requirements, and identify applicable best management practices included in the project design. It is assumed that no water quality mitigation will be required for the project.

Task 2.4. Community Impact Assessment Memorandum

Mark Thomas has determined that the project has the potential to require acquiring up to 0.5 acres of right-of-way (ROW) from eleven parcels. Caltrans has asked that GPA prepare a Community Impact Assessment (CIA) Memorandum for the project that would focus primarily on the acquisition of parking spaces.

Per Caltrans' Guidance, a CIA memorandum can be used to simply state there are no community issues or resources of concern in the project area. It can also state that community resources exist, but studies show there are no or minimal potential impacts from the project. The memorandum addresses the resources, impacts, and any project measures to

reduce impacts. GPA will base the CIA memo on Caltrans' approved memorandum template and CIA Scoping checklist. It is assumed that Mark Thomas will coordinate with property owners, provide logs regarding this coordination, and identify whether any parking spaces will need to be relocated and where.

GPA will perform a windshield survey/site visit to specific neighborhoods and community facilities. Fieldwork efforts may be aided by the production of field maps and photographs. Data gathering activities would include collection of census data, local general plans, economic data report, and other applicable sources, as needed.

Task 2.5. CHRIS Data Request and Coordination

GPA Consulting will complete a California Historical Resources Information System (CHRIS) data request form and submit it to the Northeast Information Center (NEIC). The NEIC will conduct a records search and provide the results to GPA as digital files. GPA will transmit the digital files to the client for submittal to Caltrans. Based on the project area and a ¼-miles radius, the records search fees charged by the NEIC are assumed to be approximately $2,000. The actual records search fees will be determined by the NEIC and will vary depending on how long it takes their staff to compile the records, and the number of digital files provided. This scope of work is limited to completing the CHRIS data request form, correspondence with the NEIC as needed to fulfill the request, and transmittal of the results to the client/Caltrans. No additional review or analysis by GPA will be performed under this scope.

TASK 2 DELIVERABLES

- Task 2.1: One (1) electronic copy and one (1) hard copy of the Construction Noise Tech Memorandum.
- Task 2.2: One (1) electronic copy and one (1) hard copy of the Construction Air Quality Memorandum.
- Task 2.3: One (1) electronic copy and one (1) hard copy of the Water Quality Memorandum.
- Task 2.4: One (1) electronic copy and one (1) hard copy of the CIA Memo.
- Task 2.5: CHRIS records search results provided as digital files

TASK 3. RIGHT OF WAY ENGINEERING

Task 3.1. Determine New Right of Way Requirements

This task includes determining the new right of way requirements to complete the project. Mark Thomas will review the reconciled highway right of way limits and PTR's to set the new right of way limits. The new right of way limits will be presented on a property impact exhibit, along with anticipated parking space losses.

Task 3.2. Right of Way Retracement

Mark Thomas will perform record research to locate recorded information such as right of way maps, records of survey, corner records, and other official maps of record available at the office of the County Recorder that will be necessary to determine the right of way limits of Oro Dam Blvd (SR162) and the demarcation of State and City right of way limits. Mark Thomas will perform a field survey to search and locate existing survey monuments and physical evidence required to retrace the existing right of way of the 15 listed parcels below. Side lot lines of the 15 parcels will only be retraced where necessary to successfully transfer right of way needs of the project. This data will be analyzed, and the existing Right of Way will be delineated. Mark Thomas assumes centerline monuments or reference marks thereto shown on various maps will be available to retrace right of way without convoluted surveys outside the project limits.

Monument will provide preliminary title reports including vesting info and all documents referenced in the title report. Easements and encumbrances described in the title reports and supporting documents will be plotted and included in the right of way retracement deliverable.

APN Number	Approximate Acquisition Area (Acres)
035-260-019	0.07
035-260-005	0.02
035-260-009	0.05
035-260-010	0.03
035-260-011	0.04
035-260-063	0.02
035-050-051	0.01
013-190-053	0.05
013-190-054	0.03
035-030-062	0.04
035-030-065	0.04
035-260-022	0.01
035-260-023	0.01
035-260-048	0.02
035-260-049	0.01

Task 3.3. Right of Way Engineering

Mark Thomas will perform professional services for right of way acquisition, which includes appraisal mapping, record mapping, support transfer of right of way acquisition, and file a post construction Record of Survey. Tasks will require coordination with Caltrans right of way engineering and the City of Oroville (City) to acquire updated Preliminary Title Reports (PTR), review PTR contents, submit Appraisal maps, Record Maps and descriptions of the land transferring to the City and State, assist with clearing encumbrances, set monuments and file a record of survey. The general order of operation is outlined as follows:

- Acquire PTR's of all 15 parcels
- Record record right of way limits and property lines for affected parcels using monumentation
- Submit Appraisal mapping to Caltrans standards
- Write 15 plat & legals transferring right of way from private to City
- Coordinate 'clear title' with City and Caltrans
- Obtain/ review pro-forma PTR's
- Write Transfer Deeds of right of way from City to State
- Submit Record Maps to Caltrans standards
- Set approximately 14 monuments at new right of way
- File Post Construction Record of Survey with County (also reviewed by Caltrans)

TASK 3 DELIVERABLES

- Appraisal Map Prepared to Caltrans Standards (PDF)
- Fifteen (15) Plats and Legals
- Fifteen (15) Transfer Deeds (MS Word)
- Record Map Prepared to Caltrans Standards (PDF)
- Post Construction Record of Survey (PDF)

TASK 4. APPRAISALS AND ACQUSITIONS

As part of the City of Oroville's active transportation plan, the City is proposing to construct a bike lane and pedestrian safety improvements to State Route 162 between 7th Avenue and Lincoln Boulevard. Monument has reviewed the Property Impact Exhibit provided in the Mark Thomas and analyzed the potential right of way requirements at each location. The project will require partial acquisitions affecting 15 parcels consisting of commercial, retail and vacant land uses.

It is assumed that State Route 162 is a State-owned facility and/or federal funds will be utilized for the project, and as such, Monument has developed the Scope of Work below to comply with the Caltrans Right of Way Manual, as well as the Uniform Act and FHWA regulations. This includes appraisal, appraisal review, property negotiations, escrow coordination and right-of-way certification. Additionally, in cases where the proposed acquisition is uncomplicated and the fair market value is less than $25,000, Monument is proposing to utilized "Waiver Valuations in lieu of Appraisal" as the basis in establishing the amount of just compensation and conduct good faith negotiations with the subject property owners. Based on our preliminary analysis, we believe 5 parcels meet this qualification.

Task 4.1. Right of Way Appraisals

Task 4.1.1. Fee Appraisal / Waiver Evaluation

Monument will prepare fee appraisals and Waiver Evaluations. This will include the following activities:

- All appraisals will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance to applicable laws and policies.
- All Waiver Valuations will be completed according to Caltrans ROW Manual Requirements.
- Prepare the Notice of Decision to Appraise letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing the City's acquisition process, and contract information to answer questions and concerns.
- The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP).
- Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
- Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
  - The extent of the inspection and description of the neighborhood and proposed project area,
  - The extent of the subject property inspection, including interior and exterior areas,
  - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).

- In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
- Present and analyze relevant market information.
- In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
- Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

Task 4.1.2. Appraisal Review

Review appraisals will be provided for each appraisal, and in accordance with State and Federal law and City policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
    - Subject of the appraisal review assignment.
    - Effective date of the review.
    - Property and ownership interest appraised (if any) in the work under review.
    - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
    - Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to the City for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

Task 4.2. Right of Way Acquisitions and Negotiation

Monument will provide ROW delivery services required for the City to purchase ROW required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and City's ROW Policies and Procedures.

Task 4.2.1. Acquisition and Negotiation

Monument will provide the following services under the direction of the City staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the City's Policies and Procedures and applicable Federal, State and local regulations.

- Coordinate and manage the acquisition process with the City, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review ROW plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with each property owner to present the City's purchase offer, explain the project design requirement and inform him or her of the City's ROW acquisition process.
- Negotiate personally in good faith for up to 60 days with each property owner, his/her agent or representative. The ROW agent will discuss the appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the City's specifications.
- As may be required to secure Right of Entry Agreements; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the City for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the City for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the City for review and acceptance.

Task 4.2.2. Escrow Coordination

Monument will coordinate opening of escrows with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the City, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the City. Upon closing of escrow, tax cancelation letters will be prepared for City signature, as necessary, for fee interest acquisitions.

Monument will recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the City. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the City in recommending solutions to achieve acceptance of the offer.

Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide the City with the original acquisition file as well as electronic copy of files for future audit purposes.

Task 4.3. Right of Way Certification

Monument will prepare and submit to Caltrans, and FHWA, if necessary, a right-of-way certification form and other required documents in accordance with the Caltrans Right of Way Manual and FHWA requirements.

TASK 4 DELIVERABLES

- Task 4.1.1 Fee Appraisals - Formal appraisal reports for 10 parcels in compliance with URA and USPAP.
- Task 4.1.1 Waiver Valuations – "Waiver Valuations in Lieu of Appraisal" in accordance with the Caltrans R/W Manual and federal regulations
- Task 4.1.2 Appraisal Reviews – Copies of independent appraisal reviews of each fee appraisal in compliance with URA and Caltrans R/W Manual
- Task 4.2 – Copies of written offers, records of good faith negotiations, and acquisition documents and perform closing activities.
- Task 4.3 - Right of way certification package and coordinate with functional disciplines for appropriate supporting documentation.

TASK 5. ADDITIONAL DESIGN

Task 5.1. Design for Additional Sidewalk Segments

This task includes additional hours to design the missing segment of sidewalk from 7th Street to 5th Street, as this segment wasn't included in the SR 162 corridor plan. This will include developing geometric layouts, designing curb profiles and roadway cross-slopes, preparing general cross-sections, and including this work in the PS&E package.

Task 5.2. Supplemental Field Survey – Additional Sidewalk Segments

This task includes additional hours to survey the additional sidewalk segments discussed in Task 5.1. This will include field surveys and updating base mapping.

Task 5.3. Caltrans CAPM Coordination

Coordination is required with Caltrans between the City's project and the future CAPM road rehab project to be performed by Caltrans. This future project will require coordination in the form of exhibits, file transfers, and meetings. This task includes the additional hours required to facilitate this coordination and ensure the City's future bike facility in constructed with the CAPM Project.

ASSUMPTIONS AND EXCLUSIONS

- Right of Entry letters, if required, will be sent to property owners by City
- Caltrans approved traffic control may be required to locate and survey existing monuments
- Encroachment Permit will be required and obtained by Mark Thomas
- City will obtain PTR's and Pro Forma PTR's
- All plats and legals will go through one review by the County (and/or Caltrans) before stamped and signed packages are submitted for recordation
- Utility relocation and TCE Plat & Legals are not included in this scope

- All fees with the Butte County Planning Department, Surveyor or Recorder paid by Mark Thomas will be reimbursable under this contract
- Record of Survey will require two reviews with the County Surveyor. Review and filing fees are not included in this scope
- Preparing legal descriptions to clear title are not included in this scope
- Right of Way "Show-Me" stakes are not included in this scope
- One alternative will be analyzed as part of this scope of work. If additional alternatives are included in the analysis, then a budget amendment would be required.
- The City has determined that the project would be categorically exempt under CEQA. Caltrans has determined that the project would be categorically excluded under NEPA.
- Caltrans will periodically change Annotated Outlines (AO) and templates without prior notification. If an AO or template is prepared using the most current version available, but changes are made to the AO or template prior to signing the document, Caltrans will require that the document be updated or revised accordingly. If such changes are made or requested, additional scope and budget may be needed.
- FHWA approval will not be required for the project.
- Caltrans will prepare the Biological Resources Memo and timely provide it for preparation of the water quality memo and NOE/CE. Aquatic resources delineations and Section 401, 404, or 1602 permitting will not be needed.
- Caltrans will prepare the Area of Potential Effects (APE) Map and the Screened Undertaking Memo for this project and timely provide them for preparation of the NOE/CE. No built environment or archaeological resources will require detailed documentation and/or evaluation. If Caltrans or the City requests the preparation of more detailed studies, such as the completion of a Historical Resources Evaluation Report (HRER), GPA will request a scope and cost amendment for this additional work.
- It is assumed that the proposed project will not cause a significant encroachment into the floodplain or a change in the water surface elevation. No FEMA coordination or Conditional Letter of Map Revision (CLOMR) will be required.
- No Central Valley Flood Protection Board (CVFPB) coordination will be required by Avila.
- Avila will complete and sign the forms for items 3, 4, 5, 7 and 9 of the Location Hydraulic Study Report. Others will sign 1, 2, 6 and 8.
- The project area is outside of a federal levee and authorization from U.S. Army Corps of Engineers 408 Division would not be required. The Encroachment Permit would be processed and approved under CVFPB's Executive Officer Delegation and would not require full Board hearing and approval. Hydrology and Hydraulic Analysis would not be required. If a Local Maintaining Agency (LMA) has jurisdiction over the project site, the LMA would endorse the encroachment without conditions.
- Although there would be ROW acquisitions, including the loss of parking spaces, it is not anticipated that the ROW acquisitions would result in the relocation of residents, businesses, farms, or nonprofit organizations. Should the project require the need for relocations or replacement property, then additional scope and budget would be needed to prepare a Relocation Impact Document to support the CIA.
- U.S. Census Bureau data (e.g., American Community Survey data) will be used to determine the characteristics of potentially affected communities, using publicly available census tract and/or census block group data.
- No Eminent Domain support is included.

Attachment B - Fee Estimate

COST PROPOSAL FOR PROJECT SCOPE: Oroville-SR 162 Bike/Ped Mobility & Safety (AM #1)

MARK THOMAS

		Principal $372	Sr. Project Manager $224	Sr. Project Engineer $158	Design Engineer I $98	Survey Manager $176	Project Surveyor $146	Survey Technician $78	2 Person Field Crew $278	Sr. Project Accountant $127	Sr. Project Coordinator $116	Project Coordinator $91	Total Hours	Total MT Cost	Subconsultants GPA DBE	Subconsultants Monument DBE	TOTAL COST
1.0	**PROJECT MANAGEMENT**																
1.1	Project Management	4	24	24						2	6		60	$11,606		-	$11,606
1.2	Supplemental Meetings		8	8						2	6		24	$4,006	-	-	$4,006
	Subtotal Phase 1	**4**	**32**	**32**	**0**	**0**	**0**	**0**	**0**	**4**	**12**	**0**	**84**	**$15,612**	**$0**	**$0**	**$15,612**
2.0	**NEPA TECHNICAL STUDIES**																
2.1	Construction Noise Technical Memorandum			4									4	$632	4,122	-	$4,754
2.2	Construction Air Quality Memorandum			4									4	$632	4,022	-	$4,654
2.3	Water Quality Memorandum			4									4	$632	7,477	-	$8,109
2.4	Community Impact Assessment Memorandum			4									4	$632	7,696	-	$8,328
2.5	CHRIS Data Request and Coordination												0	$0	2,000	-	$2,000
	Subtotal Phase 2	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**$2,528**	**$25,318**	**$0**	**$27,846**
3.0	**RIGHT OF WAY ENGINEERING**																
3.1	Determine New Right of Way Requirements			6	40								46	$4,868	-		$4,868
3.2	Right of Way Retracement			4	16	24	40	40	40			4	168	$26,867	-		$26,867
3.3	Right of Way Engineering			4	16	66	144	308	32			16	586	$69,211	-		$69,211
	Subtotal Phase 3	**0**	**0**	**14**	**72**	**90**	**184**	**348**	**72**	**0**	**0**	**20**	**800**	**$100,946**	**$0**	**$0**	**$100,946**
4.0	**APPRAISALS & ACQUISITIONS**																
4.1	Right of Way Appraisals			4									4	$632		70,000	$70,632
4.2	Right of Way Acquisitions & Negotiation			4									4	$632		65,000	$65,632
4.3	Right of Way Certification			4									4	$632		2,500	$3,132
	Subtotal Phase 4	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**$1,896**	**$0**	**$137,500**	**$139,396**
5.0	**ADDITIONAL DESIGN**																
5.1	Design for Additional Sidewalk Segments			20	80								100	$11,000	-	-	$11,000
5.2	Segments			4			8	16	16				44	$7,496	-	-	$7,496
5.3	Caltrans CAPM Coordination			8	40								48	$5,184	-	-	$5,184
	Subtotal Phase 5	**0**	**0**	**32**	**120**	**0**	**8**	**16**	**16**	**0**	**0**	**0**	**192**	**$23,680**	**$0**	**$0**	**$23,680**
TOTAL HOURS		**4**	**32**	**106**	**192**	**90**	**192**	**364**	**88**	**4**	**12**	**20**	**1104**				
OTHER DIRECT COSTS														**$4,116**	**$6,645**	**$12,500**	**$23,261**
TOTAL COST		**$1,488**	**$7,168**	**$16,748**	**$18,816**	**$15,839**	**$28,030**	**$28,388**	**$24,465**	**$508**	**$1,392**	**$1,820**		**$148,779**	**$31,963**	**$150,000**	**$330,742**

AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. 3394 FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE AND MARK THOMAS & COMPANY, INC.

(Amendment No. 2)

This Amendment dated June 21, 2022, is to the Project Contract Agreement No. 3296 between the City of Oroville ("City") and Mark Thomas & Company, Inc. ("Contractor").

A copy of Contract Agreement No. 3296 is attached as Exhibit "B" including all prior amendments.

In consideration of terms and conditions herein, City and Contractor agree that Agreement No. 3296 shall be amended as follows:

1. The Agreement shall be amended to include work related to State Route 162 Pedestrian/Bicycle Disabled Mobility & Safety project, which are enumerated in the scope documents. The scope documents are attached as Attachment A to this Amendment.

2. The fee for all design modifications outlined in Attachment "A" is $88,518.00. Payment is to occur as outlined in Exhibit "A".

3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3296 as amended shall remain in full force effect.

CITY OF OROVILLE

Chuck Reynolds, Mayor

MARK THOMAS & COMPANY, INC.

By: Matt Brogan, Vice President

ATTEST:

Jackie Glover, Assistant City Clerk

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

MARK THOMAS

March 4, 2022

Mr. Mike Massaro
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

SA-20105

RE: STATE ROUTE 162 PEDESTRIAN/BICYCLE DISABLED MOBILITY & SAFETY AMENDMENT NO. 2 REQUEST

Dear Mr. Massaro:

Per our discussions, enclosed is Mark Thomas' cost proposal, scope of work, and 10-H1 forms for the State Route 162 project. This request is for the additional work activities not covered by the original contract.

If you have any questions regarding our proposal, please contact me at (916) 501-5515 or jpangburn@markthomas.com.

Sincerely,
MARK THOMAS & COMPANY, INC.

James Pangburn
Project Manager

Attachments

PROJECT UNDERSTANDING

This scope of work has been prepared to cover additional work that was not anticipated with the base scope of the original contract. The additional activities needed include additional signal modifications, additional topographic surveys, and additional design time needed to accommodate drainage facilities that were not identified in the preliminary design or the SR 162 Corridor Plan.

Signal Modifications and Lighting Design – The original scope of work assumed signal modification at SR 162/Feather River Blvd as optional tasks. After developing the sidewalk plans, signal modification at the intersections of Olive Hwy with Foothill Blvd and the intersection of Oro Dam Blvd with Bridge Street needs to be included. At the request of the City, conduit for future fiber optic cable at SR 162/5th Avenue will be included in the plans. This scope includes additional labor to design for Y&C Transportation.

Topographic Surveys – The original scope of work included topographic data provided by the City. Mark Thomas gathered supplemental survey along Oro Dam Blvd between Hwy 70 southbound ramps and Feather River Blvd, along Olive Hwy between Lower Wyandotte Rd and Foothill Blvd including approximately 430 LF along Lower Wyandotte Rd., and approximately 100 LF along Lincoln St. in the City of Oroville. After completion of 65% plans, was concluded that this data was insufficient in completing the design for the sidewalk, curb ramp and drainage improvements along SR-162 and Olive Hwy. Additional survey data is necessary for completing grading and earthwork calculations for the proposed pedestrian facilities. Additional l topographic data will be required along Oro Dam Blvd (SR-162) at the existing southern box culvert, along Olive Hwy between Executive Pkwy and Lower Wyandotte Rd, and at the intersection of Olive Hwy & Foothill Blvd.

Additional Design – The SR 162 corridor plan assumed no new drainage network would be designed along Olive Hwy. After developing the sidewalk plans in more detail, new drainage inlet network needs to be included to catch off-site runoff, which currently flows into the roadside earth ditch. This scope includes additional labor to perform the drainage design and perform the necessary topographic surveys.

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client and sub consultants, including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

TASK 2. TOPOGRAPHIC SURVEY AND MAPPING

Task 2.1. Supplemental Topographic Surveys

This task includes additional hours to conduct topographic survey to supplement additional topographic data for sidewalk, curb ramp and drainage design. This will include field surveys and updating base mapping.

TASK 2 DELIVERABLES:

- *Updated Topographic Base Mapping*

TASK 3. ADDITIONAL DESIGN

Task 3.1. Design for Additional Drainage Facilities

This task includes additional hours to perform drainage design along Olive Hwy, as the drainage design wasn't included in the SR 162 corridor plan. This will include developing new drainage inlet and pipe, designing drainage profile, preparing construction details, and including this work in the PS&E package.

Task 3.2. Signal Modifications

Y&C will obtain electronic base plans and as-built traffic signal plans for the Oro Dam Blvd/Bridge Street/Oro Quincy Hwy and SR 162 (Olive Hwy)/Foothill Blvd intersections from MT. Y&C will verify as-built plans in the field. Based on the obtained information, Y&C will prepare traffic signal modification plans, specifications, and cost estimates (PS&E) for the Oro Dam Blvd/Bridge Street/Oro Quincy Hwy and SR 162 (Olive Hwy)/Foothill Blvd intersections. Y&C will submit traffic signal PS&E to the City of Oroville and Caltrans for review at 95% and 100% level. Any comments by the review agencies will be incorporated into final PS&E.

Task 3.3. Conduit for Future Fiber Optic Cable at SR 162/5th Ave

Y&C will obtain electronic base plans from MT and prepare plan, specifications, and cost estimate (PS&E) for empty conduit crossing SR 162 in the vicinity of 5th Avenue. The empty conduit will be used for installation of fiber optic cables in future. The conduit will be terminated in pull boxes on both sides of SR 162. Y&C will submit PS&E for the empty conduit with the rest of electrical PS&E package to the City of Oroville and Caltrans for review. Any comments by the review agencies will be incorporated into final PS&E.

TASK 3 DELIVERABLES:

- *One sheet of 1"=20' or 40' conduit plan*
- *Technical Specifications and Construction Cost Estimates for Signal Modifications*
- *Additional Drainage Plans, Profiles, and Details – To be Incorporated into the 95% PS&E*

COST PROPOSAL FOR PROJECT SCOPE: Oroville-SR 162 Ped/Bike Mobility Safety (AM #2)

MARK THOMAS

		Sr. Project Manager $242	Sr. Technical Lead $224	Design Engineer II $120	Design Engineer I $98	Technician $86	Sr. Survey Manager $209	Project Surveyor $151	2 Person Field Crew $285	Sr. Project Accountant $127	Sr. Project Coordinator $120	Total Hours	Total MT Cost	Subs Y&C Transportation DBE	TOTAL COST
1.0	**PROJECT MANAGEMENT**														
1.1	Project Management	8								2	4	14	$2,672	-	$2,672
	Subtotal Phase 1	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**4**	**14**	**$2,672**	**$0**	**$2,672**
2.0	**TOPOGRAPHIC SURVEY & MAPPING**														
2.1	Supplemental Topographic Surveys		4	8			2	8	32		2	56	$12,847	-	$12,847
	Subtotal Phase 2	**0**	**4**	**8**	**0**	**0**	**2**	**8**	**32**	**0**	**2**	**56**	**$12,847**	**$0**	**$12,847**
3.0	**ADDITIONAL DESIGN**														
3.1	Design for Additional Drainage Facilities	0	8	120	200	40						368	$39,231	-	$39,231
3.2	Signal Modifications	2	12	16	8							38	$5,877	24,955	$30,832
3.3	Conduit for Future Fiber Optic Cable at SR 162/5th Avenue		2	4								6	$928	2,009	$2,937
	Subtotal Phase 3	**2**	**22**	**140**	**208**	**40**	**0**	**0**	**0**	**0**	**0**	**412**	**$46,036**	**$26,964**	**$72,999**
TOTAL HOURS		**10**	**26**	**148**	**208**	**40**	**2**	**8**	**32**	**2**	**6**	**482**			
OTHER DIRECT COSTS													**$0**	**$0**	**$0**
TOTAL COST		**$2,424**	**$5,824**	**$17,759**	**$20,384**	**$3,440**	**$418**	**$1,209**	**$9,124**	**$254**	**$719**		**$61,555**	**$26,964**	**$88,518**

AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. ~~3394~~ 3296 FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE AND MARK THOMAS & COMPANY, INC.

(Amendment No. 3)

This Amendment dated November 15, 2022, is to the Project Contract Agreement No. 3296 between the City of Oroville ("City") and Mark Thomas & Company, Inc. ("Contractor").

A copy of Contract Agreement No. 3296 is attached as Exhibit "C" including all prior amendments.

In consideration of terms and conditions herein, City and Contractor agree that Agreement No. 3296 shall be amended as follows:

1. The Agreement shall be amended to include work related to State Route 162 Pedestrian/Bicycle Disabled Mobility & Safety project, which are enumerated in the scope documents. The scope documents are attached as Attachment A to this Amendment.

2. The fee for all design modifications outlined in Attachment "A" is $52,986.00. Payment is to occur as outlined in Exhibit "A".

3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3296 as amended shall remain in full force effect.

CITY OF OROVILLE

Chuck Reynolds, Mayor

MARK THOMAS & COMPANY, INC.

By:

ATTEST:

Jackie Glover, Assistant City Clerk

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

COST PROPOSAL FOR PROJECT SCOPE: Oroville-SR 162 Bike/Ped Mobility & Safety (AM #3)

											Subconsultants		
MARK THOMAS		Sr. Project Manager	Technical Lead	Design Engineer II	Project Surveyor	Survey Technician	2 Person Field Crew	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	Y&C		TOTAL COST
Choose Classification =>		Sr. Project Manager	Technical Lead	Design Engineer II	Project Surveyor	Survey Technician	2 Person Field Crew	Project Accountant	Sr. Project Coordinator					
Enter Staff Names if Necessary =>														
Hourly Rate (average if classification, actual if named) =>		$73 $224	$61 $172	$39 $111	$47 $146	$28 $78	$83 $278	$32 $127	$38 $116			DBE	DBE	
1.0	**PROJECT MANAGEMENT**													
1.1	Project Management	4	2					2	4	12	$1,958		-	$1,958
	Subtotal Phase 1	**4**	**2**	**0**	**0**	**0**	**0**	**2**	**4**	**12**	**$1,958**	**$0**	**$0**	**$1,958**
2.0	**ADDITIONAL Design**													
2.1	Supplemental Field Survey			4	2	4	8			18	$3,272		-	$3,272
2.2	Sidewalk and Curb Ramp Design	8	16	32						56	$8,096		-	$8,096
2.3	Traffic Signal Relocation Design	2	4	6						12	$1,802	10,054	-	$11,856
	Subtotal Phase 2	**10**	**20**	**42**	**2**	**4**	**8**	**0**	**0**	**86**	**$13,170**	**$10,054**	**$0**	**$23,224**
3.0	**OFFSITE IMPROVEMENTS**													
3.1	Offsite Improvements	16	32	80	8	24	16			176	$25,456	-		$25,456
										0	$0	-	-	$0
	Subtotal Phase 3	**16**	**32**	**80**	**8**	**24**	**16**	**0**	**0**	**176**	**$25,456**	**$0**	**$0**	**$25,456**
TOTAL HOURS		**30**	**54**	**122**	**10**	**28**	**24**	**2**	**4**	**274**				
OTHER DIRECT COSTS											**$2,348**			**$2,348**
TOTAL COST		**$6,720**	**$9,288**	**$13,542**	**$1,460**	**$2,184**	**$6,672**	**$254**	**$464**		**$42,932**	**$10,054**	**$0**	**$52,986**

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **2025 CITY OF OROVILLE MEETING SCHEDULE**

DATE: **NOVEMBER 5, 2024**

SUMMARY

The Council may consider adopting the proposed meeting schedule for the 2025 year.

DISCUSSION

City Council meetings are held on the first and third Tuesdays of each month, with the ability to alter the schedule by a majority vote. The meeting dates in July, November, and December may be altered now, or at a later date, to accommodate holiday breaks. The proposed 2025 City of Oroville Meeting Schedule is attached to this Staff Report for Council consideration.

FISCAL IMPACT

None.

RECOMMENDATION

Approve the revised City of Oroville 2025 Meeting Schedule

ATTACHMENTS

Draft 2025 City of Oroville Meeting Schedule

CITY OF OROVILLE MEETING SCHEDULE 2025

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
30						

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

City Council Meeting (1st &3rd Tuesday of each month at 4PM)
Planning Commission Meeting (4th Thursday of each month at 6PM)
Art/Park Commission Meeting (2nd Tuesday every other month at 4PM (Art) and 5:15PM(Park)
Supplemental Benefits Fund Committee (Bi-annually at 2PM)
Housing Loan Advisory Committee (2nd Tuesday of each month at 10AM)
Citizen's Oversight Committee - Measure U (4th Tuesday of each quarter at 6PM)
Holiday

OROVILLE CITY COUNC
Oroville State Theatre
1489 Myers Street
Oroville, CA. 95965

October 15, 2024
REGULAR MEETING
MINUTES

The agenda for this meeting was posted on Friday, October 11, 2024. The video for this meeting can be viewed on our website at www.cityoforoville.org, or on our YouTube channel.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer and City Attorney to the Public Employee appointment of the Interim Police Chief.
2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – One case.

OPEN SESSION

1. Announcement from Closed Session – No action taken.

2. Pledge of Allegiance – Led by CalFire Chief Chris Tenns

3. Adoption of Agenda –

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Donna Cyr, The CameraMan, Bill Speer, Kevin Thompson.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports –
   Mayor Pittman: Reported his attendance the Hmong New Year Festival, stated that it was very beautiful and well organized.

   Council Member Johnstone: Reported her attendance at the Drive-In movie event at the Oroville airport. She stated it was a great event.

2. Administration Reports –

   Fred Mayo, Director of Public Work: Reported on the Montgomery project and provided the Council with an update.

CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

Motioned by: Council Member Riggs **Seconded by**: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

1. UPDATED JOB DESCRIPTION FOR CITY OF OROVILLE RECYCILING COORDINATOR

The Council updated the job description for the City of Oroville Recycling Coordinator by adopting Resolution No. 9322 and authorizing the Mayor to sign.

2. MODIFICATION TO THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES

The Council approved modifications to the Permanent Local Housing Allocation Program Guidelines for the Owner-Occupied Rehabilitation Loan Program by adopting Resolution No. 9321 and authorizing the Mayor to sign.

3. ADOPTION OF THE 2024 LOCAL HAZARD MITIGATION PLAN UPDATE

The Council adopted the 2024 Local Hazard Mitigation Plan Update by adopting Resolution No. 9323 and authorizing the Mayor to sign.

The following member of the public submitted public comment on this item: Linda Oslin.

4. LETTER OF SUPPORT FOR BOND MEASURE E ON THE NOVEMBER 5, 2024 ELECTION BALLOT

The Council approved a Letter of Support for Bond Measure E, due to be placed on the November 5, 2024 election ballot, and authorize the Mayor to sign.

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

5. APPROVAL OF THE OCTOBER 1, 2024 CITY COUNCIL REGULAR MEETING MINUTES

The Council approved the regular meeting minutes of October 1, 2024 City Council meeting and authorized the Mayor to sign.

6. MEMORANDUM OF UNDERSTANDING WITH THE BUTTE COUNTY BEHAVIORAL HEALTH DEPARTMENT FOR MOBILE CRISIS TEAM SERVICES

The Council approved a memorandum of understanding (MOU) with the Butte County Behavioral Health Department for Mobile Crisis Team services and authorized the Mayor to sign.

REGULAR BUSINESS

7. DISCUSSION OF THE SALE AND USE OF FIREWORKS WITHIN THE CITY

Council Members and staff discussed current and future sales and use of fireworks within the City limits. This item to be brought back in December of 2024 for discussion and consideration.

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

Electronically received public comment: Joseph Peterson, Jim Bruggeman, Jason, Seven Sage, Elain Brown, Diane Brown, Ronald Olsen, Jason Hood, Anonymous, Linda Oslin.

In-person received public comment: Joseph Peterson, Linda Oslin, Johnathan Taylor, Craig Henson, Robert Fager, Chris Fager, Diana Byers, Olie Firpo, Michael Brown, Bonita Malone, Michelle Huffman, Amme Michels, Joan Ticknor, The CameraMan, Rodger Edmundson, Jennifer Martin, Bill Black, Jackie Glover, Mike Ramsey, Christopher Whitley, Lisa Torres, Dena Taylor, George McRae, Tammy Flicker, Carol Anderson.

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional speaker cards submitted.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – None.
2. Correspondence
   i. Notice from PGE

ADJOURN THE MEETING

The meeting adjourned at 7:03PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **UPDATE ON THE MISSION ESPERANZA PALLET SHELTER PROJECT AND REQUEST FOR GRANT FOR OPERATIONAL EXPENSES**

DATE: **NOVEMBER 5, 2024**

SUMMARY

The City Council will receive a presentation from Suzi Kochems, city consultant, regarding the Mission Esperanza Project.

Additionally, Council will consider approving a Housing Program Fund grant in the amount of $100,000 to Mission Esperanza for operating expenses until Mission Esperanza begins servicing clients at the new shelter site.

DISCUSSION

As presented in earlier Council meetings, since the time of the first Encampment Resolution Grant application in December 2021 and the construction bid of $1,968,000 in June 2023, the costs of labor and required changes to the design have increased the construction costs by approximately $1.3M. To date, much of the expenses have been covered by moving grant funds that were previously budgeted for operations to the construction budget. Construction Change Orders have included the following:

- $414,125 - Base bid and perimeter fencing, relocating women's restroom
- $294,694 - Site Revision Package - Architectural layout revisions, electrical for added shelters, demolition of concrete slabs, sewer manholes, rough excavation, base rock, added sidewalk for Americans with Disabilities Act of 1990 (ADA), additional perimeter fencing, revised gate, concrete retaining wall, etc.
- $71,728 - Plan revisions, added doors, storage rooms, wall footage for framing, drywall, paint, and fire plan additions.
- $99,193.25 - Various change orders including insulation for interior walls of the navigation center/congregate shelter, additional architectural design and engineering, occupancy change and design coordination, permit fees, hospitality tent foundation
- $55,966.94 - Private fire hydrant.

Additional costs that were not initially included:

- New roof for the congregate shelter will be approximately $100,000:
- Pacific Gas and Electric Company (PG&E) power pole will be approximately $30,000:

- Required change in flooring due to no vapor barrier approximately $10,000; and
- Additional concrete for outdoor dining area $10,000.

Although necessary, these changes have left a gap in operational funding needed for hiring new staff to ramp up for Mission Esperanza opening this winter. Once Mission Esperanza starts servicing clients, they will be able to bill CalAIM for enhanced care management, community support and case management which will reimburse the project enough to sustain operations.

On September 23, 2024, staff received a request from Mission Esperanza to provide a grant for gap funding to bridge the time period until the time in which they can begin to bill Medi-Cal for these services.

FISCAL IMPACT

There is no General Fund Impact.

A grant in the amount of $100,000 would be funded by the Housing Program Fund 220. The available fund balance as of October 10, 2024, is approximately $539,265.00.

RECOMMENDATION

1. Receive presentation regarding Mission Esperanza

2. Approve grant request in the amount of $100,000 to Mission Esperanza to bridge the operational gap until the Mission is able to open its doors and accept new clientele.

ATTACHMENTS

Presentation and
Site photos.

CITY COUNCIL MEETING

November 5, 2024

Mission Esperanza Construction Updates

- Pre-development has been finished.
- Construction components currently in progress:
  - Perimeter fence near complete for the exception of a couple of man gates
  - Navigation center roof materials have been ordered and will be started when materials arrive
  - Navigation center siding has been ordered and replacement will start when materials arrive
  - Navigation center interior framing is occurring now
  - Exterior storage area is underway
  - Power disconnect boxes for shelter units is complete
  - Pallet Shelter units are completely installed! 2% slope for ADA units confirmed
  - Wood perimeter fence protecting the neighbors to the north is installed and looks great
  - LOAPUD updates have wrapped up

Funding & Costs of the Mission Esperanza Project

- To recap the funding for Mission Esperanza that has been secured includes:
  - ERF Grant Funding (Round 2L and 3L)-$4,463,824
  - ARPA City of Oroville-$750,000
  - ARPA County of Butte-$500,000

  - Total funding: $5,713,824

Funding & Costs of the Mission Esperanza Project

Budget Category	Expended to Date	Change Orders	Budget	Balance	a
Pre-development	$65,020	0	$65,000	($20.00)	
Construction	$1,980,654	$925,377	$3,148,587	$242,556	PG&E pole
Administration	$113,134	0	$211,168	$98,034	
Operations	$177,130	0	$1,556,452	$1,379,322	Original ops budget: $2,778,118.11
Sheltering	$720,117	$12,500	$732,617	0	
Totals	**$3,056,055**	**$937,877**	**$5,713,824**	**$1,719,892**	Balance will used for staffing, utilities and food over 3 years=$573,297 (per year)

Leveraging Funds for Sustainability

- In order to sustain current Oroville Resource Center & Rescue Mission (ORC) operations, as well as the expansion of Mission Esperanza operations, the team has made taken significant steps to increase revenue to the organization, including:

  - The ORC is now a Medi-Cal Managed Care Plan Provider of Enhanced Care Management and Community Supports and is able to bill Medi-Cal for eligible services that the Mission provides to its clients. This funding will eventually support all staffing costs and a small portion of operational costs once Esperanza has increased its participants.

    Payroll for 2024 through September 30th: $355,198

    Operating costs through September 30th: $555,501

    Revenue generated through Medi-Cal claims: $186,984

    Other revenue YTD: $491,741

    YTD Total Revenue vs. YTD Total Expenses: ($231,974.06) (Current sheltering programs)

  - There are two grant opportunities being released in 2025 that the Mission has a high probability of receiving-PATH CITED with a $1M potential, and CalAIM Incentives funding for $250,000. Awards on these grants will be made in late summer 2025.

Anticipated Project Milestones

Concentrated encampment outreach and engagement activities; partnering with the community navigators, the housing navigator and the outreach specialist from ORC	November 2024
Construction wraps up and the exterior of the navigation center gets painted	December 2024
Begin to conduct a handful of intakes/enrollment into the Esperanza program (soft rollout of program) (5 clients)	Late December 2024
Open House (for service provider organizations) **Grand opening & Ribbon Cutting (for elected and public officials and media)**	December 2024/January 2025
Full Opening of Mission Esperanza	January 2025
Transition larger numbers of individuals from the encampment area to Esperanza	January 2025
Begin remediation of encampment area and begin outreach to other camps/areas where unsheltered individuals are residing	February 2025

Questions and Comments

- Suzi Kochems, Consultant
  - suzi@silkconsultinggroup.com
    - (530) 228-7811






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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **CHRIS TENNS, ASSISTANT CHIEF**

RE: **RESOLUTION IMPLEMENTING CALFIRE 66-HOUR WORKWEEK**

DATE: **NOVEMBER 5, 2024**

SUMMARY

The City Council shall consider approving an amendment to the CAL FIRE contract, reducing the current workweek from 72 hours to 66 hours. This amendment will result in an annual increase in contract costs of approximately $693,067. It is estimated that the change in workweek will increase costs by approximately $404,289 this fiscal year.

DISCUSSION

The Governor's budget will allocate $199 million and 338 positions, three designated to the Oroville contract, for fiscal year 2024-25 to implement a reduction in the standard workweek from 72 hours to 66 hours, as outlined in the CALFIRE Firefighters (2881) Memorandum of Understanding. The shift has been finalized and will take effect on November 25th, 2024.

As part of this change, the number of firefighters will need to increase from 18 to 21 in the City. This increase in personnel will help ensure that the community is adequately protected under the new workweek schedule.

This amendment will result in an annual increase in contract costs of approximately $693,067. It is estimated that the change in workweek will increase costs by approximately $404,289 this Fiscal Year. It is anticipated that there will be some cost savings this fiscal year to help offset this increase.

FISCAL IMPACT

Approximately $693,067 annually, $404,289 this fiscal year. A budget adjustment will be brought forward at a later date.

ACTION REQUESTED -

Approve resolution directing staff to bring back an amendment to the CALFIRE contract increasing firefighter staffing levels in an amount of approximately $404,289 for a total of approximately $5,431,753 for fire protection services and authorize the Mayor to sign.

ATTACHMENTS

Resolution No. 9327

CITY OF OROVILLE
RESOLUTION NO. 9327

A RESOLUTION OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING FORWARD CONTRACT AMENDMENT WITH CAL FIRE INCREASING MAXIMUM AMOUNT PAYABLE ASSOCIATED WITH TRANSITIONING FROM A 72-HOUR WORKEEK TO A 66-HOUR WORKWEEK

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

a. The Council hereby directs staff to bring forward a contract amendment for contract #3492 with CAL FIRE, to increase the maximum amount payable in transitioning from a 72-hour workweek to a 66-hour workweek.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 5, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

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

RE: **MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK (CDBG) FIRST TIME HOMEBUYER PROGRAM GUIDELINES**

DATE: **NOVEMBER 5, 2024**

SUMMARY

The Council will conduct a public hearing to solicit comments regarding modifications to the Community Block Development Grant (CDBG) First Time Homebuyer Program Guidelines.

DISCUSSION

Staff is proposing modifications to the Combined Community Block Development Grant CDBG/HOME First Time Homebuyer Program Guidelines, to remove any mention of the HOME Investment Partnership (HOME) Program as HOME is now requiring the combined guidelines to be separate.

Historically, the CBDG and HOME Programs allowed jurisdictions to combine First Time Homebuyer Program Guidelines and to merely highlight areas in the guidelines where the programs were different. After a recent Housing and Urban Development (HUD) monitoring, the State HOME Program was required to make significant changes to the way the HOME Program was run at the jurisdictional level. Separating program guidelines is one of the results from that monitoring.

Once the State HOME Program has approved the draft HOME First Time Home Buyer Guidelines staff also will bring the new guidelines to Council requesting approval.

FISCAL IMPACT

No Financial Impact

RECOMMENDATION

Adopt Resolution No. 9324 _ A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIRST TIME HOMEBUYER PROGRAM GUIDELINES.

ATTACHMENTS

A-Resolution No. 9324
B-CDBG First Time Homebuyer Program Guidelines.

CITY OF OROVILLE
RESOLUTION NO. 9324

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIRST TIME HOMEBUYER PROGRAM GUIDELINES

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

1. The Oroville City Council hereby authorizes the modification to the Community Development Block Grant (CDBG) Program Guidelines. A copy of the changes to the Program Guidelines have been attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 5, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
David G. Ritchie, City Attorney Kayla Reaster, Assistant City Clerk

City of Oroville

Homebuyer
Program Guidelines





For:

~~HOME Investment Partnerships Program~~

Community Development Block Grant
(CDBG) Program

Serving the City of Oroville
March 1, 2022

CDBG Approved (date)
~~HOME Approved (2/1/2023)~~

HCD Version 5/2016

HOMEBUYER PROGRAM GUIDELINES

Table of Contents

1.0. GENERAL
- **1.1.** PROGRAM OUTREACH AND MARKETING
- **1.2.** APPLICATION PROCESS AND SELECTION
- **1.3.** THE HOME PURCHASE PROCESS
- **1.4.** HOMEBUYER COSTS
- **1.5.** HOMEBUYER EDUCATION
- **1.6.** CONFLICT OF INTEREST REQUIREMENTS
- **1.7.** NON-DISCRIMINATION REQUIREMENTS

2.0. APPLICANT QUALIFICATIONS
- **2.1.** CURRENT INCOME LIMITS
- 2.2 MINIMUM CREDIT SCORE
- **2.3.** INCOME QUALIFICATION CRITERIA
- **2.4.** DEFINITION OF AN ELIGIBLE HOMEBUYER

3.0. HOUSING UNIT ELIGIBILITY
- **3.1.** LOCATION AND CHARACTERISTICS
- **3.2.** CONDITIONS
- **3.3.** ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
- **3.4.** PROPER NOTIFICATION AND DISCLOSURES

4.0. PURCHASE PRICE LIMITS

5.0. THE PRIMARY LOAN
- **A.** QUALIFYING RATIOS
- **B.** INTEREST RATE
- **C.** LOAN TERM
- **D.** IMPOUND ACCOUNT

6.0. THE PROGRAM LOAN
- **A.** MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
- **B.** NON-RECURRING CLOSING COSTS
- **C.** AFFORDABILITY PARAMETERS FOR HOMEBUYERS
- **D.** RATES AND TERMS FOR PROGRAM LOANS
- **E.** LOAN-TO-VALUE RATIO

7.0. PROGRAM LOAN REPAYMENT
- **7.1.** PAYMENTS ARE VOLUNTARY
- **7.2.** RECEIVING LOAN REPAYMENTS
- **7.3.** DUE UPON SALE OR TRANSFER
- **7.4.** LOAN SERVICING POLICIES AND PROCEDURES
- **7.5.** LOAN MONITORING PROCEDURES

8.0. PROGRAM LOAN PROCESSING AND APPROVAL
- **8.1.** COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN
- **8.2.** PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING
- **8.3.** ESCROW PROCEDURES

9.0. SUBORDINATE FINANCING

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES
- **10.1.** DEFINITION OF EXCEPTION
- **10.2.** PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

TABLE OF CONTENTS (CONTINUED)
ATTACHMENTS

ATTACHMENT A: 24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS
ATTACHMENT B: ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS
ATTACHMENT C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS; HOME PER UNIT SUBSIDY LIMITS PER UNIT; CURRENT INCOME LIMITS
ATTACHMENT D: LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT E: SELLER'S LEAD-BASED PAINT DISCLOSURE
ATTACHMENT F: DISCLOSURE TO SELLER WITH VOLUNTARY, ARM'S LENGTH, PURCHASE OFFER
ATTACHMENT H: LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM
ATTACHMENT I: HOMEBUYER PROGRAM LEAD COMPLIANCE DOCUMENT CHECKLIST

CITY OF OROVILLE

HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above–named entity, hereinafter referred to as the "City," has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the Program's eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The City will provide homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.

B. The City will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.

C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. The City maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.

B. Once the applicant's name comes to the top of the waiting list, their Program eligibility is confirmed, and City will contact the applicant to ensure they are still interested.

If the City encounters material discrepancies and/or misrepresentations, and/or there is income, asset, household composition, or other important questions that can't be resolved, the City reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Each applicant must participate in individual Homebuyer Counseling As required by 24 CFR 92.254 (a)(3) and 24 CFR 5.111, to be provided by a HUD-certified homebuyer counselor employed by an entity approved by HUD to provide housing counseling.

Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: intake; financial and housing affordability analysis; an action plan, exept for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlinedin 24 CFR part 214, which include:

- Addressing unique financial circumstances or housing issues,
- Focusing on ways of overcoming specific obstacles to achieving a housing goal such as repairing credit,
- Addressing a rental dispute, purchasing a home, locating cash for a down payment, and being informed of fair housing and fair lending requirements of the Fair Housing Act,
- Finding units accessible to persons with disabilities,
- Avoiding Foreclosure,
- Resolving a Financial crisis,
- Except for reverse mortgage counseling, all counseling shall involve the creation of an action plan

Acceptable forms of housing counseling include in-person, phone, and/or internet, as long as the client and counselor can have an individual dialogue, with guidance and advice tailored to client's needs. This includes creating a

client budget, financial analysis, and action plan, and referrals to relevant resources such as down payment assistance programs or legal services.

A copy of each borrower's certificate of completion must be placed into each homebuyer file maintained by the City.

D. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership

DEBT SERVICE
FOR A FAMILY OF FOUR EARNING $3,388 PER MONTH

HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	$ 865	$1,180 Housing	
Insurance	82	+200 Other Debt Service	
Taxes	233	$1,380 Total Debt Service	
Total Housing Expense	$1,180	(Overall debt service per month is 41% of $3,388)	(PITI is 35% of $3,388)

OTHER HOUSEHOLD DEBT SERVICE

Car Payment	$ 150
Credit Card Payment	50
Total Other Debt	$ 200

A $865 per month loan payment equates to borrowing $143,000 at 5.88% for a 30-year term.

SUBSIDY CALCULATION
FOR A FAMILY OF FOUR EARNING $3,388 PER MONTH

Purchase Price of Property	$ 239,000
Less Primary loan amount	**138,000**
Less down required down payment	1,000
Equals **"GAP"**	**$ 100,000**

B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and

2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser.
3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
4) All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance.
6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer.
7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.

C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to City. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. City verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.

D. At this point, an escrow account should be opened and a tentative date for closing shall be established. The applicant is required to place a minimum of $1,000 deposit in the escrow account and provide a receipt to City. The $1,000 must be applied towards the purchase price of the property and shall not be refunded to the buyer at the close of escrow. The purchase agreement shall be written in such a way that if the sale of the home does not come to completion, the deposited will be returned in full to the applicant. The Title Company is to provide a copy of the Preliminary Title Report. A forty-five to sixty-day escrow is required for all Homeownership loans. It's the responsibility of the applicant to notify the City that escrow has been opened.

~~E.~~ When all items are received, City submits a recommendation to the City Loan Advisory Committee (LAC) for approval or denial, including reasons for the recommendation. Any changes to the loan amount, term, rate, etc. on the primary loan shall be approved by the LAC. An exception to this rule would be if the interest rate should change before escrow closes due to unforeseen reason. If this should occur, the ~~Manager~~ Director of Business Assistance and Housing Development shall have the authority to accept minor change~~s~~d to the primary loan as long as the applicant still meets minimum housing expense ratio between 25% and 35% and the total debt to income (DTI) falls between 28% and 42%~~, and does not exceed the HOME requirements stated in the current Notice of Funding Availability (NOFA).~~

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~~E.~~

F. All properties must be inspected and cleared by the City prior to the close of escrow. It is the responsibility of the applicant/agent to schedule an appointment with the City. If the property is in need of repairs, a list of corrections or deficiencies will be submitted to the seller/agent. It will be the responsibility of the parties involved to make the necessary corrections prior to close of escrow. The property will also be inspected for lead based paint hazards.

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G. When requirements are met, program funds are deposited into escrow, with required closing instructions and loan documents.

H. At the time of escrow closing, the City shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the City as insured is also required.

1.4. HOMEBUYER COSTS

A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the City. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.

B. Homebuyer must contribute a minimum down payment of $1,000 but may contribute more if desired.

C. City will not provide a subsidy that is greater than the amount of the primary mortgage. Additionally, City will not provide a loan greater than 45% of the purchase price or $100,000, whichever is less. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 25% to 35% of the gross household income. The City will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the City, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership.

All Program participants are required to receive housing counseling prior to Program approval, delivered by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. A list of such counseling entities is at https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?searchstate=CA&filterLng=&filterSvc=&filterMultiState=&searchName=&searchCity=&searchZip=&searchService=PPC&searchLang=&searchAffiliation=&webListAction=Search. See section 1.2.C above for housing counseling requirements.

Field Code Changed

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the City's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. ~~Section 92.356 of the HOME Final Rule shall be followed for HOME assistance,~~ as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with ~~HOME~~ CDBG funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a ~~HOME~~CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the ~~HOME~~CDBG-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict-of-interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving ~~HOME~~ CDBG funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the ~~HOME Investment Partnerships~~CDBG Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The

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income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD. (Attachment C).

Household: Means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. MINIMUM CREDIT SCORE

All applicants must have a minimum credit score of at least 620 and demonstrate the ability to receive a prime interest rate no more than 1% of the ~~Fannie Mae~~Freddie Mac 90 day published rate.

Additionally, applicant can't have had a Foreclosure or Bankruptcy in the past two (2) years.

2.3. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html, will be followed to independently determine and certify the household's annual gross income. The City should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is:

http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionsExclusions.doc

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is:
http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetInclusionsExclusions.doc

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.4. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded programs may assist eligible homebuyers who are not "first-time" homebuyers.

~~HOME -funded Programs are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(l) Title 25 California Code of Regulations:~~

~~"First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:~~

~~1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or~~

~~underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;~~

~~2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or~~

~~3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:~~

~~a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or~~

~~b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.~~

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3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: "Within the City-limits of Oroville".

~~B.~~ Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. ~~HOME does not allow manufactured homes unless on a permanent foundation system.~~

B.

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C. All housing units must be in compliance with State and local codes and ordinances.

D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City limits of Oroville as loss payee in order to close escrow.

E. Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

(1) The housing must be single-family housing.(2) The housing must be "modest" housing as follows:

(i) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

~~(ii) If a participating jurisdiction intends to use HOME funds for homebuyer assistance, the participating jurisdiction must use the HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing. HUD will provide limits for affordable newly constructed housing based on 95 percent of the median purchase price for the area using Federal Housing Administration(FHA) single family mortgage program data for newly constructed housing, with a minimum limit based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. HUD will provide limits for affordable existing housing based on 95 percent of the median purchase price for the area using Federal FHA single family mortgage program data for existing housing data and other appropriate data that are available nation wide for sales of existing housing, with a minimum limit based on 95 percent of the state-wide nonmetropolitan area median purchase price using this data. In lieu of the limits provided by HUD, the participating jurisdiction may determine 95 percent of the median area purchase price for single family housing in the jurisdiction annually, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The participating jurisdiction may determine separate limits for existing housing and newly constructed housing. For housing located outside of metropolitan areas, a State may aggregate sales data from more than one county, if the counties are contiguous and similarly situated. The following information must be included in the annual action plan of the Consolidated Plan submitted to HUD for review and updated in each action plan.~~

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

1) When the City's Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.

2) The City or a certified housing inspector representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.

3) Upon completion of all work required by the City, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

~~B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period.~~

~~The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):~~

~~Amount of HOME Assistance~~	~~Period of Affordability in Years~~
~~Under $15,000~~	~~5 years~~
~~$15,000 to $40,000~~	~~10 years~~
~~Over $40,000~~	~~15 years~~

~~C.~~B. Lead-Based Paint Hazards: All housing units built prior to 1978 for which ~~HOME or~~ CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. ~~HOME and~~ CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

1) **Notification**: a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet "*Protect Your Family from Lead in Your Home"* (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).

~~2)~~c. **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.

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3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.

4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.

~~D.~~C. The City will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).

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3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with City's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

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A. **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG~~ and HOME~~) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. **Section104(d) of the Housing and Community Development Act of 1974**

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under ~~HOME or~~ CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d)

also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a ~~HOME or~~ CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.4. PROPER NOTIFICATION AND DISCLOSURES

A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.

B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Sponsor's County as updated by HCD.

Note: For ~~HOME and~~ CDBG-funded Programs the value cannot exceed the Maximum Purchase Price/After-Rehabilitation Value Limits as established by HCD and HUD.

Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS *City will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the City, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 28% and 42% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed, by greater than one percent, the ~~FNMA~~ Freddie Mac 90-day rate, found at: ~~https://singlefamily.fanniemae.com/pricing-execution/historical-daily-required-net-yields~~. https://www.freddiemac.com/pmms

The applicable ~~FNMA~~ Freddie Mac rate should be from the date the primary mortgage rate was locked, or else the date of loan approval. No temporary interest rate buy-downs are permitted.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan. Additionally, stated income, adjustable rate mortgage, interest only and balloon payments due before maturity date are not allowed.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME~~HOME~~ subsidy limit for City's County per bedroom per the HCD website at http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html and **shall never exceed the amount of the primary mortgage.** See Attachment C of these Program Guidelines for current limits**.** Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The City will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

The Program loan's term shall be for at least as long as the primary loan. The interest rate shall be 3% simple interest per annum for the first fifteen (15) years of the term. On the fifteenth (15th) year following the date of the loan execution, simple interest will stop accruing and 50% of the interest accrued thus far will be forgiven. On the twentieth (20th) year following the date of loan execution, all interest shall be forgiven and only the principal loan amount is due.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

6.1 LOAN ADVISORY COMMITTEE PURPOSE AND COMPOSITION

1. Loan Advisory Committee Purpose- the function of the LAC will be to review and act on applications for financing recommended by the Housing staff. The LAC shall specifically review funding proposals and base their recommendation on eligibility, compliance with all program requirements, consistency of staff recommendations regarding the type of assistance. The LAC will also review/approve program guidelines changes and make recommendation to council to approve or deny the changes.

2. Composition- The LAC will consist of three (3) members of the City Council to be appointed by majority vote of the City Council for a maximum two-year term; two (2) individuals that reside in the Oroville City limits and/or own a business or work within the City Limits of Oroville., to be appointed by majority vote of the City Council for a maximum two-year term; two (2) individual alternates to be appointed by the City Council. The Manager of Housing exofficio member without a vote. Terms may be extended by a majority vote of the City Council

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time with no penalty to the borrower.

7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

City of Oroville

Business Assistance and Housing Development
1735 Montgomery St.
Oroville CA 95965

B. The City will be the receiver of loan payments ~~or recaptured funds~~ and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the City's CDBG Program Income Account, as required by HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the City. The City may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

A. The owner shall be assured a fair return on investment including the owner's investment and any capital improvement. If the Net proceeds are insufficient for the City to recapture the balance of Program Loan owed, the City shall share the Net proceeds with the owner in proportion to each party's investment in the property. The Net proceeds are the sales price less repayment of the primary loan, and closing costs.

B. If the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the City, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.

C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.

D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

City will monitor Borrowers and their housing units annually to ensure adherence to Program requirements including, but not limited to, the following:

A. Owner-occupancy
B. Property tax payment
C. Hazard insurance coverage
D. Good standing on Primary loans
E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the City's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the City's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the City and documentation of such maintained in the loan file. The City may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the City will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the City will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan

qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contact will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed City will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the

Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The City may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the City Council. Changes shall then be sent to HCD for approval.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

A. The City or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the City's recommended course of action and any written or verbal information supplied by the applicant.

B. The City shall make a determination of the exception. The request can be presented to the City's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the City first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the City. The City will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the City's governing body. Final appeal must be filed in writing with HCD within one year after denial.

The Appeals Board is made up of three (3) members, consisting of the Mayor and two (2) City Council members to be appointed by the Mayor. The two council members appointed by the Mayor cannot be the same as the LAC members.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

	• Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; **plus**: • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	**(Last Modified: January 2005)**
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.

8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving s a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of $480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion: • The value of the allotment provided to an eligible household under the Food Stamp Act of 1977; • Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); • Payments received under the Alaskan Native Claims Settlement Act; • Income derived from the disposition of funds to the Grand River Band of Ottawa Indians; • Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; • Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. • Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721); • The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands; • Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs; • Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program); • Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

	• Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; • The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; • Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps). • Payments by the Indians Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; • Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990; • Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran; • Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and • Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

ATTACHMENT B
PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR CITY OF OROVILLE
(HOME Value Limits as of ~~6/1/2021~~09/1/2024)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
~~$314,000~~ ~~$398,000~~$375,000	~~$314,000~~ ~~$398,000~~$392,000

HOME SUBSIDY LIMITS PER UNIT FOR CITY OF OROVILLE
(Limits are effective ~~6/2/2020~~04/07/2023)

O-BDR	1-BDR	2-BDR	3-BDR	4 & 5-BDR
$~~153,314~~173,011	$~~175,752~~198,331	$~~213,718~~241,176	$~~276,482~~312,005	$~~303,490~~342,482

INCOME LIMITS FOR CITY OF OROVILLE*
(Limits became effective ~~6/1/2021~~ 5/1/2024(CDBG) ~~and 7/1/2020(HOME)~~

	Number of Persons in Household							
	1	2	3	4	5	6	7	8
80% of AMI	~~$39,050~~ $50,750	~~$44,600~~ $58,000	~~$50,200~~ $65,250	~~$55,750~~ $72,500	~~$60,250~~ $78,300	~~$64,700~~ $84,100	~~$69,150~~ $89,900	~~$73,600~~ $95,700

*Sponsor will insert the limits for the county in which the Program is located and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is: http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml (choose CDBG ~~and HOME~~ limits, not State limits.)

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Children may share a bedroom, up to 2 children per bedroom.

- **Children shall be permitted a separate bedroom from their parents.**
  (See additional guidance on next page)
- **4 or more people – a second bathroom is allowable.**
- **8 or more people – a third bathroom is allowable.**
- **Same rules apply to mobile home units.**
- **Adults not in a partner relationship may have their own bedroom**

The chart above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF OROVILLE

The City of Oroville, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in properties whose "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes which are deferred payment loans, the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee. ~~Except for HOME-funded loans, I~~if borrower fails to maintain the necessary insurance, the Lender may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City of Oroville as lender loss payee will be required at close of escrow. The lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan ~~(not permissible when funded with HOME)~~. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust. ~~On HOME-funded loans, annual occupancy verification will occur between January 1 and June 30 of each year.~~

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases, the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. For CDBG only, if the heir intends to act as an owner-investor ~~(not permitted under HOME),~~ the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
2. not have a temporary interest rate buy-down;
3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the Manager of Business Assistance and Housing Development for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?

2) Can the Borrower refinance with a private lender and pay off the Lender?

3) Can the Borrower sell the property and pay off the Lender?

4) Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to

cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT E

SELLERS LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

(ii)____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).
_____

(ii) ____Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c)____Purchaser has received copies of all information listed above.

(d)____Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e)____Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards (NOT PERMISSIBLE FOR ~~HOME AND~~ CDBG).

Agent's Acknowledgment (initial)

(f)____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date

_____	_____	_____	_____
Agent	Date	Agent	Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer
DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay $_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency,_____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is $_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms-length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at: _____. If you have any questions about this matter, please contact _____at _____.

Sincerely,

_____
Title

_____ _____
Buyer Date

_____ _____
Buyer Date

Form continues on next page with Seller's Acknowledgment
Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that the _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Oroville program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 3 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.

_____ _____
Seller Date

_____ _____
Seller Date

ATTACHMENT H

Contact Person:	**Date of Inspection:**	**Assessor's Parcel Number:** - -
Property Address:	**Year Built:** **Square Feet:** **# of Bedrooms:** **# of Bathrooms:**	**Telephone:** ( )
E-Mail:	**Inspector: Jim Gollihar**	**Realtor:**

First Time Home Buyer's Inspection

City of Oroville

Business Assistance

and Housing Development Department

EXTERIOR

Grading:	☐ Pass	☐ Correction	_____
Driveway:	☐ Pass	☐ Correction	_____
Deck/Patio:	☐ Pass	☐ Correction	_____
Foundation:	☐ Pass	☐ Correction	_____
Roof:	☐ Pass	☐ Correction	_____
Chimney:	☐ Pass	☐ Correction	_____
Stucco:	☐ Pass	☐ Correction	_____
Siding:	☐ Pass	☐ Correction	_____
Exterior Trim:	☐ Pass	☐ Correction	_____
Windows:	☐ Pass	☐ Correction	_____
Door(s):	☐ Pass	☐ Correction	_____

INTERIOR

Walls:	☐ Pass	☐ Correction	_____
Doors:	☐ Pass	☐ Correction	_____
Lead Based Paint:	☐ Pass	☐ Correction	_____

MECHANICAL

Water Heater Seismic Strapping:	☐ Pass	☐ Correction	_____
Ventilation Installed Property:	☐ Pass	☐ Correction	_____
Adequate Combustion Air:	☐ Pass	☐ Correction	_____

Pressure Temperature Relief Valve (PTR) Value Terminated to Approval Location ☐ Pass ☐ Corrections

Heating Ventilation and Air Conditioning System: ☐ Pass ☐ Corrections _____

Miscellaneous Items _____

ELECTRICAL

Service/Subpanel Circuit Breakers Labeled : ☐ Pass ☐ Correction _____

Lighting: ☐ Pass ☐ Correction _____

Hazardous Wiring: ☐ Pass ☐ Correction _____

Grounding Protection: ☐ Pass ☐ Correction _____

Other Electrical Items: ☐ Pass ☐ Correction _____

PLUMBING

Non-Removable back flow prevention devise on all hose bibs: ☐ Pass ☐ Correction _____

Water Piping : ☐ Pass ☐ Correction _____

Drains, Vents, Cleanouts: ☐ Pass ☐ Correction _____

Miscellaneous Plumbing Items: _____

ATTIC

Insulation Type: _____ Approximate R-Value _____

Adequate Cross Ventilation: ☐ Pass ☐ Correction _____

Evidence of Water Intrusion: ☐ Pass ☐ Correction _____

Roof Structure: ☐ Pass ☐ Correction

BASEMENT

Basement: ☐ Pass ☐ Correction N/A

Evidence of Water Intrusion: ☐ Pass ☐ Correction _____

MISCELLANEOUS ITEMS:

Exposed Dry Rot: ☐ Pass ☐ Correction _____

Smoke Detectors Installed in Bedrooms, Rooms Leading to Bedrooms, and on Every Level: ☐ Pass ☐ Correction

Carbon Monoxide Detectors installed outside the bedroom, and on each level: ☐ Pass ☐ Correction

SWIMMING POOL IN GROUND/ ABOVE GROUND

Pool Condition: ☐ Pass ☐ Correction N/A

Pool Equipment/ Pool Deck: ☐ Pass ☐ Correction _____

Pool Alarms: ☐ Pass ☐ Correction _____

Pool Fence/Gate: ☐ Pass ☐ Correction _____

1. _____
2. _____

Miscellaneous: _____

*** Please keep in mind this is not an all inclusive list of items that may need repair on the property and is not a pest inspection. It is highly recommended that you hire a third party inspection company to thoroughly investigate the property prior to purchasing.

Date: _____ Signature: _____

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	**Purpose**	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	

Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://www.hud.gov/offices/cpd/affordablehousing/training/leadsafe/usefulforms/index.cfm#crosscutting

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BILL LAGRONE, CHIEF OF POLICE**

RE: **PUBLIC HEARING REGARDING THE ADOPTION OF AN ORDINANCE AMENDING CHAPTER 9 SECTION 04.030 CITY PARKS USE REGULATIONS INCORPORATING LANGUAGE RESTRICTING CAMPING IN PARKS AND PUBLIC SPACES**

DATE: **NOVEMER 5, 2024**

SUMMARY

The Council shall consider adopting an ordinance amending Chapter 9, section 04.030 of the Oroville Municipal Code incorporating language to restrict camping in parks and public spaces.

DISCUSSION

The recent ruling in City of Grants Pass, Oregon v. Johnson by the United States Supreme Court found that the prohibition of camping on public property does not violate the Eighth Amendment of the United States Constitution. This decision provides cities with some leeway in managing public property, ensuring a balance is maintained to protect the quality of life for all citizens while respecting constitutional protections.

The Grants Pass case, as decided by the Supreme Court in "City of Grants Pass, Oregon v. Johnson", does not appear to directly impact the rulings regarding the Fourth and Fourteenth Amendment protections as discussed in the "Lavan v. City of Los Angeles" and "Garcia v. City of Los Angeles" cases. The Grant's Pass case primarily dealt with the constitutionality of city ordinances prohibiting sleeping or camping on public property and the associated civil and criminal penalties, rather than the immediate seizure and destruction of personal property without notice or opportunity for a hearing, which are central issues in the Lavan and Garcia cases.

Following the Grant's Pass decision, the Governor signed Executive Order N-1-24, emphasizing the need for urgent and humane action to remove dangerous encampments from public spaces. The order highlights the importance of collaboration between State, local, and nonprofit entities in addressing encampments, stressing that the removal of such encampments should be carried out with dignity and respect for those affected. Local governments are encouraged to align their policies with the State's guidelines and to utilize

available resources to address the crisis with the urgency it demands. The order underscores that while the State has provided substantial resources, local jurisdictions are now expected to act decisively and compassionately to resolve encampments, particularly those posing significant threats to health and safety.

The information creates a challenging environment for managing the current situation. It is understandable that the public does not want their quality of life to be diminished by unsightly camps in public spaces. A balance must be reached to effectively enforce the law while respecting everyone's Constitutionally protected rights.

The changes suggested in the attached amendment to Chapter 9, section 04.030 of the Oroville Municipal Code align the City Code with the Executive Order EO-7-24. These changes would prohibit people from camping in public spaces. The suggested changes define camping, camping activities and storage of personal property in public spaces.

Staff recommend that this ordinance goes into effect on February 1, 2025 to ensure adequate shelter space is available.

FISCAL IMPACT

None

ACTION REQUESTED

Introduce amendments to Chapter 9 section 04.030 of the Oroville Municipal Code regarding camping in parks and public spaces;

Waive the first reading and introduce by title only Ordinance No. 1883 – AN ORDINANCE AMENDING CHAPTER 9 SECTION 04.030 CITY PARKS USE REGULATIONS INCORPORATING LANGUAGE RESTRICTING CAMPING IN PARKS AND PUBLIC SPACES;

Direct staff to return to Council for a second reading and public hearing.

ATTACHMENTS

Amendments to Chapter 9 section 04.030 of the Oroville Municipal Code;
Governors Executive Order EO-7-24
California Department of Transportation Director MPD 1001-R-1

CITY OF OROVILLE

ORDINANCE NO. 1883

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING PORTIONS OF CHAPTER 9 (PUBLIC PEACE AND WELFARE) REGARDING CAMPING ON PUBLIC PROPERTY FOLLOWING THE UNITED STATES SUPREME COURT'S DECISION IN JOHNSON V. CITY OF GRANTS PASS

WHEREAS, The City of Oroville recognizes the need to maintain public order, safety, and quality of life for all its residents and visitors; and

WHEREAS, The City of Oroville has an obligation to ensure that public spaces such as parks, sidewalks, and other public properties remain accessible and safe for all members of the community; and

WHEREAS, The City of Oroville recognizes that camping in public spaces leads to health and safety hazards, including unsanitary conditions, fire risk, and increased crime; and

WHEREAS, The Supreme Court decision in Johnson v. City of Grants Pass affirmed that generally applicable bans on camping in public places do not violate the Eighth Amendment when applied in a manner that does not specifically target individuals based on their status of being homeless, but rather on the conduct of camping in public places; and

WHEREAS, The City of Oroville seeks to provide compassionate solutions to homelessness by supporting shelters, housing programs, and services designed to assist individuals in finding stable and permanent housing; and

WHEREAS, The City of Oroville has determined that the enforcement of a ban on camping in public places, coupled with supportive services, is essential to maintaining public health, safety, and welfare; and

WHEREAS, The City of Oroville expends significant public resources to provide services to those experiencing homelessness and commits to ongoing efforts to increase the availability of such resources; and

WHEREAS, The City of Oroville finds that this ordinance amending section 9.04.030 of the Oroville Municipal Code is necessary to promote the health, safety, and welfare of the community, and to preserve the public order and quality of life in the City of Oroville.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE DOES HEREBY ORDAINS AS FOLLOWS

SECTION 1: **FINDINGS.** The recitals set forth above are hereby adopted as findings in support of this Ordinance.

SECTION 2: Section 9.04.030 of the Oroville municipal code is hereby amended to read as follows:

§ 9.04.030 **City park and Public space use regulations.**

A. Vehicles Excluded. No person shall ride or drive in a vehicle within any city park or park facility except in areas designated by the park commission.

B. Unlawful to Engage in Games Injurious to Property. No person shall engage in any games, actions or conduct injurious to or to injure in any manner any trees, shrubs, plants, flowers or other property in any city park or park facility.

C. Rude or Boisterous Conduct Prohibited. No person shall, in any city park or park facility, conduct him or herself in a boisterous, threatening, abusive, insulting or indecent manner so as to annoy the public, or engage in any disorderly conduct or behavior tending to be a breach of the public peace and enjoyment of the city park facility.

D. Throwing of Stones, Missiles, etc., Prohibited. No person shall throw any stones, missiles or any object in any city park or park facility other than in usual sports activities.

E. Control of Dogs, Cats or Other Animals. No dog, cat or other animal shall be permitted to enter upon land or water owned, managed, controlled or operated as a city park or park facility, except at a time, place and manner as may be designated by the park commission.

F. Abandonment of Dogs, Cats or Other Animals Prohibited. Persons shall not leave or deposit dogs, cats or other animals, fish or fowl, or any parts thereof whether dead or alive, in any park or park facility.

G. Hours of Use.

1. No persons shall loiter, remain or sleep in or upon any city park or park facility at any time during such hours that the city park or park facility is declared closed. It shall be unlawful for any person to camp on any public property within the City.

2. The city park commission shall designate the hours of closing for each city park or park facility and shall cause such hours of closing to be posted at each entrance to each city park or park facility.

3. The chief of police may at any time order any city park or park facility closed for a period of time not to exceed 24 hours whenever in the judgment of the chief of police such closing is necessary or required to prevent injury to persons or property.

4. Any person who willfully remains in any city park or park facility after having been informed that the chief of police has ordered such city park or park facility closed is guilty of a misdemeanor.

H. Care of Public Property. No person shall mark, deface, disfigure, injure, tamper with, move or displace any park structures, equipment, facilities or appurtenances whatsoever, either real or personal.

I. Restrooms, Dressing Rooms and Washrooms. No person shall fail to cooperate in maintaining restrooms, dressing rooms and washrooms in a neat and sanitary condition. Further, no person shall loiter in or about such facilities, nor shall any person use such facilities for purposes other than those intended.

J. Care of Trees, Shrubbery, Lawns, Flowers, etc. No person shall misuse, damage, cut, carve, or remove any tree, plant, turf or ground-cover, or pick flowers or seeds of any tree or plant or attach any rope, wire or other object to any tree or plant within any city park or park facility.

K. Climbing of Trees and Other Objects Prohibited. No person shall climb any tree, or walk, stand or sit upon monuments, fountains, railings, fences, buildings or any other property not designated or customarily used for such purposes.

L. Protection of Wild Animals, Birds, etc. No person shall hunt, molest, harm, kill or trap or throw missiles of any kind at any animal, reptile or bird, or remove or have in his or her possession the young of any wild animal, reptile or bird, or the eggs or nests of young of any reptile or bird.

M. Possession of Firearms or Other Weapons Prohibited. No person other than peace officers in the discharge of their duties shall possess, carry or use firearms or weapons of any description whether air or gas propelled, spring guns, bows and arrows, slings or any other form of weapon potentially dangerous to wildlife or human safety. The mere possession of such firearm or device, whether loaded or unloaded, or shooting into parks or park facilities from adjacent boundaries is prohibited.

N. Refuse, Trash and Litter Control. The possession of glass containers in city parks or city park facilities is prohibited. No person shall dump, deposit or leave any bottles, broken glass, ashes, paper, cans, dirt, rubbish, garbage or other refuse in any city park or park facility, except that incidental to the use of the facility, in any place other than receptacles provided for the deposit of such material.

O. Advertising Matter Prohibited. No person shall distribute, circulate, give away, throw or deposit in or on any city park or park facility any handbill, circular, pamphlet, paper or advertisement, or post, or fix same to any tree, fence or structure within any city park or park facility.

P. Control of Automobiles and Other Conveyances. No person shall operate or drive an automobile, bicycle, truck, trailer, wagon, motor scooter, skateboard or other conveyance on other than roads, parking lots or paths designated for such purpose. Bicyclists are required to wheel or push a bicycle by hand. Automobiles and all other abovementioned conveyances, shall be operated with regard to the safety of others. In no event shall the maximum speed of any motorized vehicle exceed that speed so posted at such facilities.

Q. Kindling and Control of Fires. No person other than the ones acting under authorization, direction or permission of the park superintendent shall build, light or kindle any open or outdoor fire at any place within a park or park facility except in areas and facilities specifically designated and built for this purpose.

R. Alcoholic Beverages. No person shall have in his or her possession within any city park or park facility any alcoholic beverage without written permission of the director of parks and trees. The city park commission may establish a procedure whereby written permission to possess alcoholic beverages may be issued to groups which have been granted exclusive use of all or part of a city park.

S. Gambling Prohibited. No gambling of any kind or description shall be permitted in any park or park facility.

T. Horseback Riding. No person other than one acting under authorization or direction of the park commission shall ride a horse, pony, mule or animal of any description onto any city park or park facility, except on roads or trails and at times so designated for that purpose.

U. Washing or Repairing Automobiles or Other Conveyances Prohibited. No person shall wash or repair in any manner any automobile or other conveyance within any area of any city park or park facility.

V. Overnight Parking Prohibited. No person shall park, abandon or otherwise allow to remain within any park or park facility any automobiles or other conveyances between the hours of 11:00 p.m. and 6:00 a.m.

W. Playing or Practicing Golf Restricted. No person shall drive, putt or in any other fashion play or practice golf or use golf balls and golf clubs within any city park or park facility except in areas so designated by the park commission.

X. Model Crafts Restricted. No person shall fly model airplanes or operate model automobiles, boats or other craft of any kind or description in any city park or park facility except in areas so designated by the park commission.

Y. Water Pollution Prohibited. No person shall pollute in any manner any water in any city park or park facility or public space, and further, no person shall deposit or cause to be deposited any foreign material such as glass, paper, garbage or rubbish of any kind in such waters.

Z. Overnight Camping Prohibited. No person shall camp overnight, erect a campsite or tent in any city park, park facility or public space.

(1) Camp or camping means the conduct of more than one of the following activities on a public property, when it reasonably appears, in light of all circumstances, that a person is using such public property for living accommodation purposes:

(a) sleeping or preparing to sleep (including the laying down of bedding for the purpose of sleeping), including undertaking such activities in a vehicle (including any motorhome, camp trailer, camper, coach, fifth wheel travel trailer, house car, recreational vehicle, mobile home), or obscuring some or all of the vehicles windows

(b) erecting or using any tent, camp facilities, or building any other form of shelter:

(c) unattended storage of personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets. luggage, backpacks, kitchen utensils, cookware) or camp paraphernalia;

(d) making or using any fire, for purpose of heating or cooking, or using any flame, grill, portable stove, or similar flame producing device for cooking of meals on public property, except for in City parks with designated barbeque and cooking areas while using City-provided cooking facilities designed for such purposes; or

(e) doing any digging or earth breaking activities for purpose of creating or improving a shelter.

Camping shall be deemed to occur regardless of whether a full night is actually spent occupying any specific location on public property.

(2) "Camp facilities" include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

(3) "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-City designated cooking or heating equipment.

(4) “Public property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; park playgrounds; state highways; publicly owned, maintained, or operated parks; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

(5) Storage of Personal Property Prohibited.

(a) It shall be unlawful for any person to store any personal property, including camp facilities and camp paraphernalia, on any public property within the City, except as otherwise provided herein.

(b) Before removing any personal property, the enforcement officer, or their designee, shall attempt to provide any readily apparent owners with notice of the intent to remove the personal property and a reasonable opportunity to remove the personal property from public property. If there is no readily apparent owner, or if the readily apparent owner refuses to remove the personal property from public property, then the enforcement officer, or their designee, may cause the personal property to be removed from public property. The enforcement officer, or their designee, shall post a notice on or near the personal property so as to reasonably communicate the notice to the owner the following information:

(1) The location of where the personal property was located;

(2) The date and time notice was served or posted;

(3) A statement that the storage of personal property violates this Section;

(4) An advisement that the City has impounded the personal property for at least 30 days, the location where the personal property is impounded, and that the personal property will be discarded after 30 days if not claimed.

(5) The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, and that the City will charge no fee for storage or retrieval.

(6) Information about any housing or shelter and homeless services available for the owners of the personal property, the phone number and address to contact in order to obtain the housing or shelter or other health and human services;

(6) The enforcement officer, or their designee, may immediately discard, without impounding or retaining for 30 days, any items which constitute an immediate threat to the health or safety of the public or items that constitute evidence of a crime or contraband that may be seized, as permitted by law.

Personal property as defined by State of California, Department of Transportation Directive MPD1001-R-1

(E) Items to be collected

(F) Items that will not be collected

AA. Picnicking. Picnicking shall be permitted in established picnic areas only.

BB. Decorations. No person shall attach to any park facility or building any materials, devices or equipment for the purpose of decorating that facility or for any other similar purpose without first having obtained in writing the permission of the park superintendent.

CC. Unreasonable Noises Prohibited. No person shall operate any loudspeaker in any city park or park facility without written permission of the park commission. No person or group shall by either voice, mechanical device or other offensive conduct, create or permit any loud or unreasonable noise to develop in any city park or park facility.

DD. Fireworks. No person or groups shall discharge or cause to be discharged any type of fireworks within any city park or park facility except in areas so designated by the park commission.

EE. Construction of Platforms, Booths, etc., Prohibited. No person shall construct platforms, display booths or any edifice on or in any city park or park facility, nor shall such platforms, booths, etc., be placed in any park or park facility except as so designated by the park commission.

FF. Separability and Validation Clause. The city council hereby declares and provides that, if any portion of this section is held unconstitutional or void for any reason, such decision shall not affect the validity of the remaining portion thereof, and in such event, the city council declares it would have passed and enacted each and every other remaining valid section herein separately and without respect to the portion or portions held to void, unconstitutional or unenforceable.

GG. Violation of Any of the Foregoing Sections a Misdemeanor. Any person or persons violating any of the provisions of this section is guilty of a misdemeanor and upon conviction thereof punishable by imprisonment in the county jail not to exceed 6 months, a fine not to exceed the amount outlined in the Master Fee Schedule, or both.

D. Exceptions. No provision of this section shall be deemed, whether directly or indirectly, to authorize any act which is otherwise prohibited by any law of the State of California or require any act which is otherwise prohibited by any law of the State of California. Nor shall any provision of this section be deemed, whether directly or indirectly, to prohibit any act or acts which are prohibited by any law of the State of California.

E. Violations—Infractions. Any person who violates any provision of this section is guilty of an infraction and, upon conviction, is punishable by:

1. A fine not exceeding $250.00 for a first violation;

2. A fine not exceeding $500.00 for a second violation of this chapter within one year;

3. A fine not exceeding $1,000.00 for each additional violation of this chapter within one year. A person who violates the provisions of subsection **B** of this section shall be deemed to be guilty of a separate offense for each day, or portion thereof, during which the violation continues. A person who violates the provisions of subsection **C** of this section shall be guilty of a separate offense for each item of drug paraphernalia which is distributed

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-1-24

WHEREAS California is experiencing a homelessness crisis decades in the making, with over 180,000 people estimated to have experienced homelessness on any given night in 2023, including 123,000 people who experienced unsheltered homelessness, living in tents, trailers, and vehicles across the state; and

WHEREAS within the first year of my Administration I fast-tracked the development of shelter through Executive Order N-23-20, which directed departments to assess and facilitate the use of available state land and resources for short-term emergency homeless shelters; and

WHEREAS since the beginning of my Administration, the State has made unprecedented investments to address the homelessness crisis head on, investing more than $24 billion across multiple state agencies and departments, including $4.85 billion in flexible funding to local jurisdictions to prevent and reduce homelessness through Homeless Housing, Assistance and Prevention grants, $1 billion in Encampment Resolution Funding to assist local jurisdictions in providing services and supports to people living in encampments, and $3.3 billion to rapidly expand housing for persons experiencing homelessness through Homekey; and

WHEREAS the State has redoubled its commitment to holding local jurisdictions accountable to reduce homelessness, including by strengthening and enforcing requirements that local jurisdictions plan for their fair share of housing and by conditioning state homelessness funding on rigorous reporting and measurable performance metrics; and

WHEREAS it is imperative to act with urgency to address dangerous encampments, which subject unsheltered individuals living in them to extreme weather, fires, predatory and criminal activity, and widespread substance use, harming their health, safety, and well-being, and which also threaten the safety and viability of nearby businesses and neighborhoods and undermine the cleanliness and usability of parks, water supplies, and other public resources; and

WHEREAS while every jurisdiction must do more to address encampments, state and local agencies taking proactive steps to remove encampments have been stymied in those efforts by lawsuits and injunctions, leaving officials without the tools or guidance necessary to address the crisis on their streets; and

WHEREAS in September 2023, I called on the United States Supreme Court to grant review in *City of Grants Pass v. Johnson* to clarify that state and local officials can take reasonable actions to resolve encampments while respecting the humanity of all Californians; and

WHEREAS in June 2024 the Supreme Court overturned Ninth Circuit Court of Appeals precedent that restricted the government's authority to enforce laws regulating encampments, recognizing that jurisdictions may tailor their enforcement practices to reflect policy-driven approaches to addressing homelessness; and

WHEREAS with the threat of these types of injunctions removed, there is no longer any barrier to local governments utilizing the substantial resources

provided by the State, in tandem with federal and local resources, to address encampments with both urgency and humanity, or excuse for not doing so; and

WHEREAS guidelines that prioritize offers of shelter and services as a first step to resolving any encampment best respect the dignity of every Californian and provide meaningful paths to ending homelessness; and

WHEREAS the California Interagency Council on Homelessness leads California's efforts to prevent and end homelessness; and

WHEREAS the California Department of Transportation maintains a policy directive that prioritizes removal of encampments that pose threats to life, health, and safety, while partnering with local governments and nonprofit providers to facilitate offers of shelter and supportive services in advance of a removal; and

WHEREAS the California Department of Transportation has, since July 2021, removed 11,188 encampments and 248,275 cubic yards of debris from these encampments along the state rights of way.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1) Agencies and departments subject to my authority shall adopt policies, generally consistent with California Department of Transportation's Maintenance Policy Directive 1001-R1, to address encampments on state property, including through partnerships with other state and local agencies, and shall prioritize efforts to address encampments consistent with such policy. Such policies shall include the following:

    a. Whenever feasible, site assessment in advance of removal operations to determine whether an encampment poses an imminent threat to life, health, safety or infrastructure such that exigent circumstances require immediate removal of the encampment.

    b. Where exigent circumstances exist, as much advance notice to vacate as reasonable under the circumstances.

    c. Where no exigent circumstances exist, posting of a notice to vacate at the site at least 48 hours prior to initiating removal.

    d. Contacting of service providers to request outreach services for persons experiencing homelessness at the encampment.

    e. Collection, labeling, and storage for at least 60 days of personal property collected at the removal site that is not a health or safety hazard.

2) All departments and agencies not under my authority are requested to adopt policies consistent with the guidelines in Paragraph 1.

3) Local governments are encouraged to adopt policies consistent with this Order and to use all available resources and infrastructure,

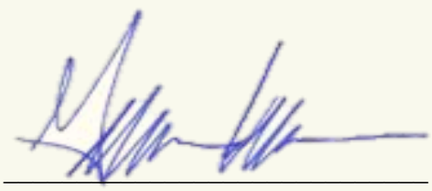
including resources provided by the State's historic investments in housing and intervention programs where appropriate and available, to take action with the urgency this crisis demands to humanely remove encampments from public spaces, prioritizing those encampments that most threaten the life, health, and safety of those in and around them.

4) The California Interagency Council on Homelessness shall develop guidance and provide technical assistance consistent with this Order for local governments to follow in implementing their local homelessness programs.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 25th day of July.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

MAINTENANCE POLICY DIRECTIVE	NUMBER MPD 1001-R1	PAGE 1 OF 7
	DATE ISSUED 10/10/2022	EFFECTIVE DATE 10/10/2022

SERGIO ACEVES
Chief, Division of Maintenance

SIGNATURE

Sergio Aceves

DISTRIBUTION

- ☒ All District Directors
- ☒ All Deputy District Directors - Maintenance
- ☒ All Deputy District Directors - Traffic Ops.
- ☒ All Deputy District Directors - Construction
- ☒ All Deputy District Directors - Design
- ☒ All Deputy District Directors - Trans. Planning
- ☒ Chief, Division of Engineering Services
- ☒ Chief Counsel, Legal Division
- ☐ Publications (California Supplement Website)
- ☒ All Division of Maintenance Office Chiefs
- ☒ All SM&I Office Chiefs
- ☒ Headquarters Division Chiefs for:

SUBJECT
Division of Maintenance - Encampment Removal Policy

DOES THIS DIRECTIVE AFFECT OR SUPERSEDE ANOTHER DOCUMENT? ☒ YES ☐ NO

IF YES, DESCRIBE
Volume 1, Chapter 1, section 1.07.3
MPD 1001, issued August 16, 2010
MPD 2002-R9

WILL THIS DIRECTIVE BE INCORPORATED IN THE MAINTENANCE MANUAL? ☒ YES ☐ NO

IF YES, DESCRIBE
Volume 1, Chapter 1, section 1.07.3
This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

DIRECTIVE

The California Department of Transportation (Caltrans) does not permit encampments on its Right-of-Way. Caltrans' goal is to maintain the integrity of the transportation network. Encampments degrade highway infrastructure and impact the maintenance and operation of the highway facilities. Removal of encampments mitigates health, safety, access, and concealment issues for Persons Experiencing Homelessness (PEHs), the traveling public, adjacent neighborhoods, Caltrans staff and first responders. For these reasons, Caltrans' Right-of -Way is not suitable for encampments. This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, conta… orms Ma… Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 9581…

A. Site Assessment - When feasible, a site assessment should be performed by Maintenance staff and include:

1. Prioritization of each encampment as either a Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) or a Priority Level 2 (Removal Needed).
    a. Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) - Critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed. This is limited to exigent circumstances. Non-exclusive examples include: the encampment is on or near an unstable structure at risk of collapse; the encampment is close to traffic and the PEH in the encampment are at immediate risk of getting hit by vehicles; PEH are living within a confined space, such as a bridge cell.
    b. Priority Level 2 (Removal Needed) - All other encampments.

B. Site Assessment Action Items and Considerations

1. When appropriate, the California Highway Patrol (CHP) should be contacted in advance to assist in initial site assessment.
2. The District Encampment Coordinator or staff should contact service providers and request outreach services for PEH at the encampment.
3. District Hazmat Coordinator or other hazmat-trained staff should evaluate the site for any hazards unique to the encampment that will require specialized hazardous materials handling, disposal, or site remediation.
4. If appropriate, the District Landscape Architect or designee should evaluate potential mitigation efforts related to landscaping to prevent future encampments.

C. Notice

1. Priority Level 1
    a. No advance posted Notice to Vacate is required.
    b. CHP should be present during operations.
    c. If circumstances reasonably allow for advance notice, then give as much advance notice as is reasonable under the circumstances, to be determined on a case-by-case basis.
    d. If advance written notice is not given and if property was collected during the removal, an after encampment "removal advisory" shall be posted in a prominent location near where the encampment was removed providing information describing where items were removed from, a contact phone number for reclaiming collected property, including the date by which property must be reclaimed.
    e. Time-stamped photographs or videos should be taken of the "removal advisory."
2. Priority Level 2

a. Post Notice to Vacate at least 48 hours before beginning encampment removal.

b. CHP shall be present during the posting of Notice to Vacate.

c. Location of Posted Notice to Vacate - Written Notice to Vacate should be posted at each major point of ingress/egress in a conspicuous manner.

d. If prevented from posting the Notice to Vacate because of hostility, interference, or any other action from persons on site, posting should not be attempted until CHP mitigates the situation.

e. Time-stamped photographs or videos should be taken of the posted Notices to Vacate.

3. Paper Notices to Vacate should be enclosed in sheet protectors to protect against weather.

4. Paper Notices to Vacate shall be filled out completely and include:

a. Posting date and time.

b. Location.

c. "Vacate by" date and time.

d. Telephone number for assistance in obtaining property collected during a removal.

e. Date by which property must be collected from Caltrans before it is discarded.

f. Removal start and end dates.

D. Removal Operations

1. Before work at encampment site, CHP shall be present. Do not begin removal operations when PEH are in the immediate vicinity. Any PEH who remain on site when Caltrans or its contractors arrive to begin the removal shall be given a reasonable amount of time to remove possessions before any removal begins.

2. Where advance written notice is given, removal work shall begin on the date written on the Notice to Vacate and shall begin no earlier than the time written on the Notice to Vacate. If removal work does not begin on the date written on the Notice to Vacate, the location must be reposted before removal operations may begin. If prevented from removal work because of hostility, interference, or any other action from persons on site, removal work should not be attempted until CHP mitigates the situation. No further posting is necessary once Caltrans workforce and/or contractors arrive for removal operations and will continue from day to day until completed.

3. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.

4. Hazardous Materials trained personnel should evaluate the site to identify and plan for removal of any hazardous materials.

5. When possible, equipment should be used to gather, pile, and load encampment debris to reduce exposure and contamination.

6. Any personal property that is collected should be stored in a secured location by Caltrans for not less than 60 days, then discarded if not claimed.

7. Collected personal property should be time-stamped photographed and shall be inventoried by

describing and labeling the items and identifying the encampment location and the removal date.

E. Items To Be Collected (Bagged and Tagged) and Stored

1. Personal property that is not a health or safety hazard, in plain sight, shall be collected, labelled, and stored. Caltrans employees and contractors shall collect the following items:
    a. Items of apparent value - defined as items having an apparent value of $50 or more.
    b. Items of apparent personal value including but not limited to:
        i. Eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment.
        ii. Tents (habitable and uncontaminated).
        iii. Personal papers such as photographs, albums, ID's, bank statements, legal papers, etc.
        iv. Bicycles, scooters, strollers in good repair.
        v. Backpacks and containers that appear to be in good condition and have been determined by a Caltrans hazmat contractor to be free of materials described in Section F(1)(a)-(f) below. [Caltrans's current policy is not to collect backpacks and closed containers due to potential safety issues].
2. Due to the exigent circumstances surrounding Priority Level 1 removals, it may not be possible to collect, label and store items.

F. Items That Will Not Be Collected

1. Items that present an immediate health or safety risk, such as:
    a. Toxic sharps: needles, scissors, knives.
    b. Chemicals: bleach, paint, oils, etc.
    c. Items (including bedding and clothing) soiled by infectious materials: human waste, bodily fluids.
    d. Moldy, mildewed items.
    e. Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.
    f. Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
    g. Backpacks and closed containers that have been determined by a Caltrans hazmat contractor to contain items listed in (a)-(f) above or items (3), (4), (5), or (6) below. Such backpacks and closed containers may be discarded where no hazmat contractor is present to make a determination.
    h. If personal belongings are co-mingled or littered with needles, human waste, or other health risks, employees/contractor may dispose of the entire pile of belongings and are not required to sort through and attempt to remove the health or safety risks. The presence of clothing in a backpack or container shall not be the sole reason to discard the backpack or container.

2. Mattresses: furniture with fabric, padding, or is porous; sheds, structures, rolling structures, and bulky items. Sheds, structures, or rolling structures may be demolished if not removed by PEH prior to the encampment removal. A "bulky item" is any single item that is over 50 pounds and requires more than two persons to safely lift.
3. Perishable items, perishable food.
4. Controlled substances, drugs with or without prescription and medications of any kind. [Should be handled by hazmat trained personnel and/or by CHP.]
5. Contraband, weapons and illegal items. [Should be addressed as provided in the Maintenance Manual and/or as directed by CHP.]
6. Trash, garbage, and/or debris. This includes property that appears to have been discarded by its owner and broken appliances or broken furniture which constitutes abandoned property or trash.
    a. If employees/contractors have a reasonable doubt as to whether an item constitutes trash, it should be collected and stored. Employees/contractors should exercise their best judgment in determining which items should be collected and stored.
7. Motor vehicles should be handled as provided in the Vehicle Code.

G. Reclaiming Collected Personal Property

1. Persons attempting to retrieve property collected during a removal operation shall give the location of the encampment where the property was collected, describe where and when the personal property was last in their possession, and provide a description of the item(s). The person retrieving property shall sign and date a document acknowledging receipt of the property. If requested, a receipt should be given to the person retrieving property.

H. Record Keeping

1. An After-Action Report should be submitted to the Headquarters office handling encampments (currently the Office of Homelessness & Encampments, aka OH&E) within one week of a completed encampment removal.
2. A file should be created for each encampment removal and retained for 4 years, and should contain:
    a. Photographs and/or videos taken in connection with the removal effort.
    b. Writings reflecting assessments, evaluations, summaries, receipts and notices connected with the encampment removal, items collected, and items retrieved, if any.
    c. Name(s) of the contractor(s) involved in the removal.
    d. Name(s) of the social service providers.
    e. MAZEEP Daily Report forms and, if not reflected on the form, names and badge number(s) of CHP or other law enforcement involved in the encampment removal.
    f. Completed Encampment Removal Request Forms.
    g. Collected Personal Property Forms and receipts.

Attachment(s):

DEFINITIONS

When used in this Maintenance Policy Directive, the text shall be defined as follows:

1) **Standard** - a statement of required, mandatory, or specifically prohibited practice. All standards text appears in **bold** type. The verb **shall** is typically used. Standards are sometimes modified by Options.
2) Guidance - a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgement or engineering study indicates the deviation to be appropriate. All Guidance statements text appears in underlined type. The verb should is typically used. Guidance statement are sometimes modified by Options.
3) Option - a statement of practice that is a permissive condition and carries no requirement or recommendation. Options may contain allowable modifications to a Standard or Guidance. All Option statements text appears in normal type. The verb may is typically used.
4) Support - an informational statement that does not convey any degree of mandate, recommendation, authorization, prohibition, or enforceable condition. Support statements text appears in normal type. The verbs shall, should and may are not used in Support statements.

Butte County Mosquito & Vector Control District

Since 1948

3rd Quarter, 2024 **Newsletter**

MANAGER'S MESSAGE



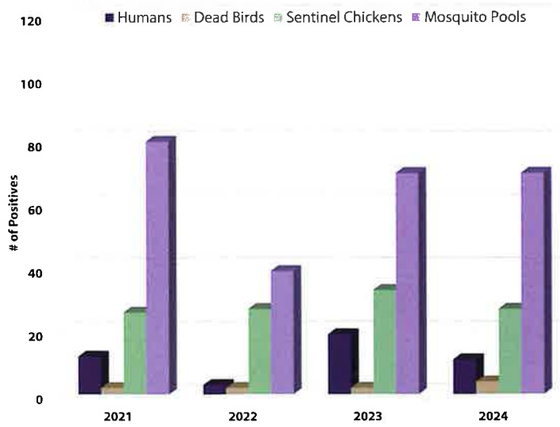
"I'm humbled, honored, and privileged to have a dedicated group of employees who were willing to step up to the task of working long hours during the days, nights, and the holidays of 2024, committing themselves to protecting the public's health. Throughout the mosquito season, the District's staff and Board of Trustees operated and conducted business to respond to 2,022 service requests as of September 18th, West Nile virus detections, and an invasive mosquito species, *Aedes aegypti*. I am extremely grateful and appreciative for each and every one of the District's employees and the Board of Trustees. For all those that went above and beyond this season, I thank you."

Respectfully, Matthew C. Ball
District Manager

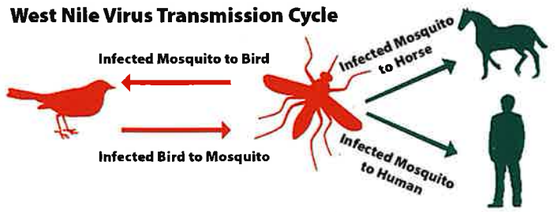
WEST NILE VIRUS ACTIVITY

As of September 18th, 70 mosquito pools, 4 dead birds, and 27 sentinel chickens have tested positive for WNV. There have been 11 human cases of WNV reported.

BUTTE COUNTY WNV STATISTICS



West Nile Virus Transmission Cycle

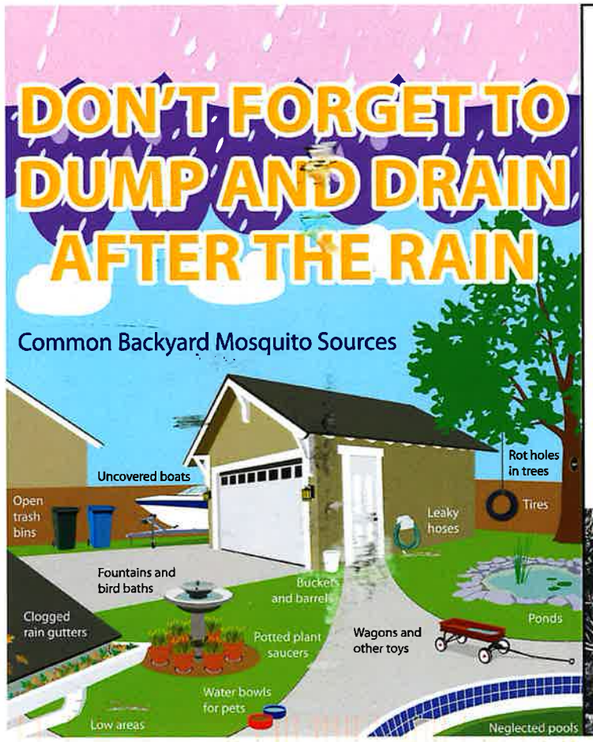


AERIAL OPERATIONS

As of September 18th, Aerial Operations have treated 47,966 acres of rice, 10,195 acres of wetlands and Ultra-Low-Volume(ULV) adulticide treatments of 72,000 acres. A total of 130,161 acres have been treated by air.







MISSION STATEMENT

The mission of the Butte County Mosquito and Vector Control District is primarily to suppress mosquito transmitted disease and also to reduce the annoyance levels of mosquitoes and diseases associated with ticks, fleas and other vectors through environmentally compatible control practices and public education.

CONTACT INFORMATION

Butte County Mosquito & Vector Control District
5117 Larkin Road, Oroville, CA. 95965
Phone: (530) 533-6038, (530) 342-7350
Fax: (530) 534-9916
Website: www.BUTTEMOSQUITO.com
"FIGHT THE BITE!"

This institution is an equal opportunity provider and employer.



Butte County Mosquito and Vector Control District
5117 Larkin Road
Oroville, CA. 95965

4 OCT 2024 PM 5 L

SACRAMENTO CA 957

Oroville City Clerk
1735 Montgomery Street
Oroville, CA 95965

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AERIAL PROGRAM



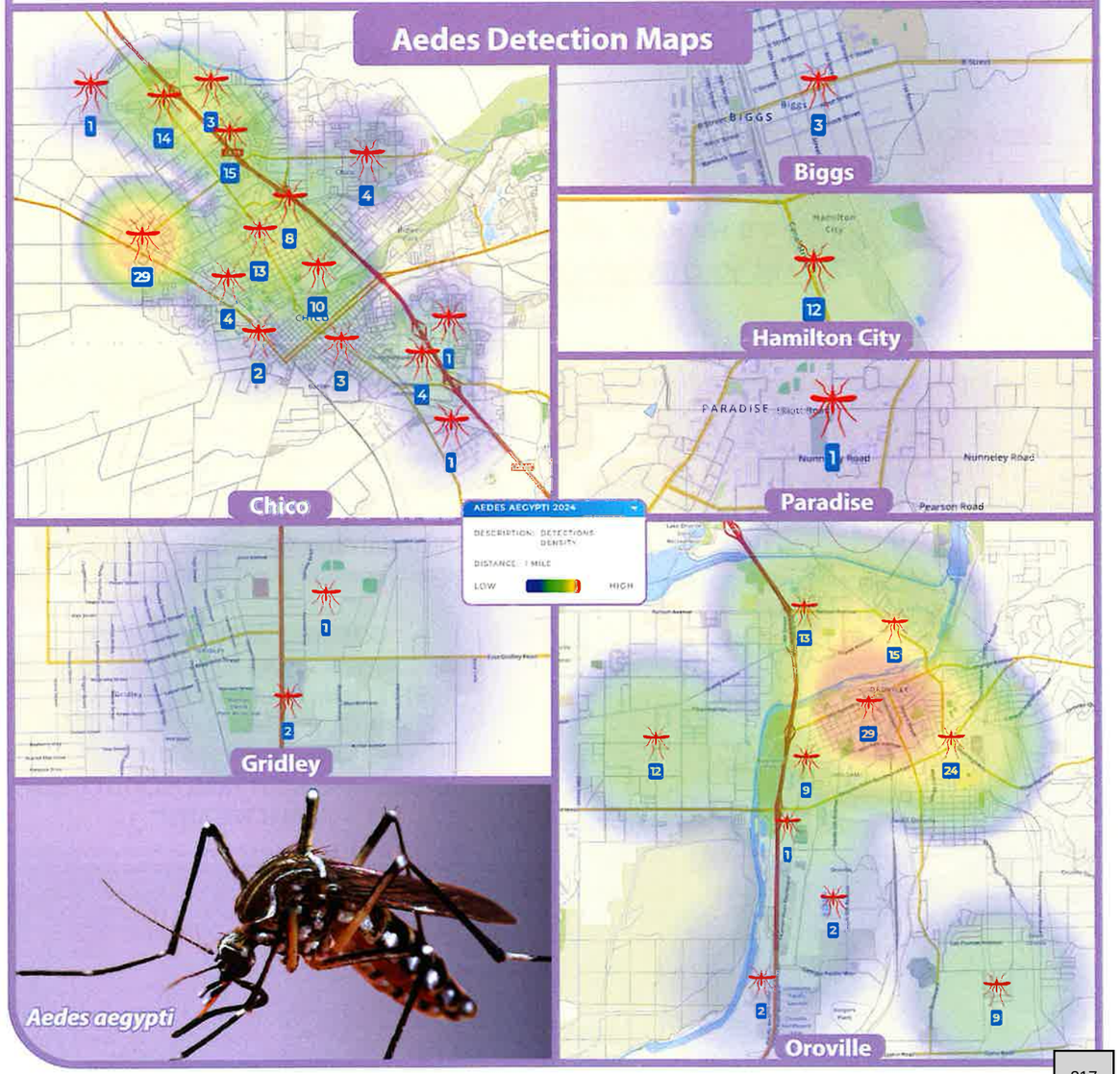
Managed wetland surveillance is crucial for the District's vector management program, covering over 50,000 acres of state, federal, and private wetlands. Given their vast expanse, aerial surveillance via aircraft is the most efficient method. During mosquito season, the District's pilot uses aerial photography to monitor these wetlands as they flood. Photos are then shared with Mosquito and Vector Control Specialists (MVCS), who conduct larval sampling by dipping water sources with a specialized cup. If larvae are detected, field maps are generated using Mapvision® software. Based on surveillance data including larval counts and environmental factors, the air operations staff determines the pesticide application rate. The pilot receives detailed instructions including GIS maps and coordinates for precise application. After application, data is recorded in Mapvision® for compliance and reporting purposes.



FYI **If an MVCS finds 10 mosquito larvae per dip in a small 10-acre field, there are approximately 3.92 million mosquito larvae. With these numbers in mind, it quickly becomes apparent as to why the District must do aerial wetland surveillance and control.**

AEDES AEGYPTI

Aedes aegypti, commonly referred to as the Yellow Fever mosquito, ranges globally in tropic and subtropic areas. Now firmly established in Southern California, it has expanded its range northward. These mosquitoes are aggressive daytime biters that feed mostly during the day, indoors and outdoors. Eggs are laid on dry surfaces near water and are resistant to drying out. Eggs can remain dry for 8 months. These mosquitoes survive the winter in the egg stage and hatch when covered with water in warm weather. This mosquito has the ability to transmit Zika, Dengue Fever, Chikungunya, Yellow Fever and Mayaro viruses. As of September 18th, *Aedes aegypti* has been identified in Butte County 247 times at 30 sites, in areas of Oroville, Chico, Paradise, Gridley, Biggs and Hamilton City. It's important for residents to eliminate all types of standing water around their property to prevent the spread of *Aedes aegypti*. Detection maps available at ButteMosquito.com



Nancy Lao

From: David Pittman
Sent: Monday, October 14, 2024 7:08 PM
To: Kayla Reaster; Nancy Lao; Brian Ring
Subject: Fw: Cal Water Named WaterSense Excellence Award Winner By EPA For Second Consecutive Year

Please add to correspondance

Get Outlook for iOS

From: Kevin McCusker <kmccusker@calwater.com>
Sent: Monday, October 14, 2024 2:28:24 PM
To: David Pittman <dpittman@cityoforoville.org>
Subject: Cal Water Named WaterSense Excellence Award Winner By EPA For Second Consecutive Year

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



Mayor Pittman,

I wanted to share that the U.S. Environmental Protection Agency has awarded California Water Service (Cal Water) the Excellence in Promoting WaterSense Labeled Products Award for the second year in a row.

We were recognized for our Landscape Tune-Up Program which assisted customers with the installation of more than 1,660 WaterSense labeled weather-based irrigation controllers and 8,000 WaterSense labeled spray sprinkler bodies throughout all our service areas. Along with other Cal Water conservation initiatives, these devices are expected to help save 395.1 million gallons of water over their lifetime.

As part of the Cal Water Difference, we continually look for ways to help our customers cut down on their water use, and appreciate the recognition the EPA has given us for being a responsible steward of our limited water resources.

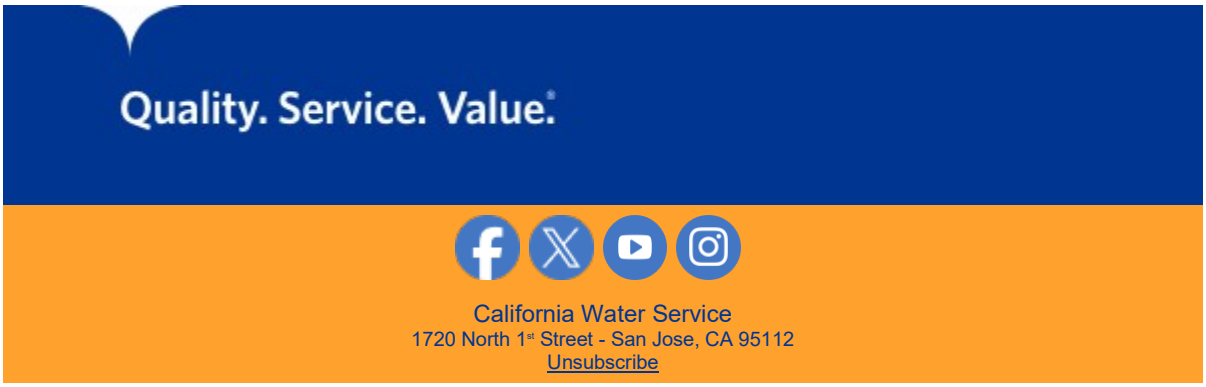
For more information, please click here to view our press release, and I invite you to reach out with any questions you may have.

Thank you,

Kevin McCusker
Director of Government & Community Affairs

About Cal Water

California Water Service provides safe, clean, and affordable water utility service to more than 2 million people statewide. What sets Cal Water apart is its commitment to enhancing the quality of life for its customers and communities. Guided daily by their promise to provide quality, service, and value, the utility's employees lead the way in working to protect the planet, care for people, and operate with the utmost integrity. Integral to Cal Water's strategy is investing responsibly in infrastructure, sustainability initiatives, and community well-being. The utility has been named one of "America's Most Responsible Companies" and the "World's Most Trustworthy Companies" by *Newsweek* and a Great Place to Work®. More information is available at www.calwaterdifference.com.



DATE: October 17, 2024
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO CHANGE RATES FOR ITS 2023 GENERAL RATE CASE PHASE II APPLICATION (A.24-09-014)

Acronyms you need to know
PG&E: Pacific Gas and Electric Company
CPUC: California Public Utilities Commission

Why am I receiving this notice?

On September 30, 2024, PG&E filed its 2023 General Rate Case (GRC) Phase II Application with the CPUC. This filing proposes changes to PG&E's rate design based on costs already approved in PG&E's Phase I proceeding (A.21-06-021). As a result, PG&E's customer classes may experience revisions to their current rates. However, no new costs are being proposed in this Phase II Application.

Every four years, PG&E is required to file a GRC with the CPUC, which includes both Phase I and Phase II applications. In Phase I of the GRC, costs for operating and upgrading the electric and gas distribution systems, and how much of those costs PG&E will recuperate in rates, is determined by the CPUC. In Phase II of the GRC, PG&E's electric rates are designed by allocating those approved electric costs among each customer class (residential, commercial, etc.). Gas rate design is addressed in separate gas applications and is not included in the scope of this application.

Why is PG&E requesting this rate change?

PG&E is requesting this rate change to align rates more closely with the cost of providing service to each customer class. The proposals in this application also support state-wide policies for a cleaner energy future by encouraging customers to adopt electrification technologies, such as electric vehicles, to decarbonize California's overall energy usage.

In addition, PG&E presents rate design proposals intended to provide customers with clear, cost-based price signals associated with their electric use. The proposals in this application provide greater opportunity for bill savings by encouraging customers to shift their electricity use to off-peak hours and limit electric usage during on-peak periods. This not only results in reductions in greenhouse gasses (GHG) emissions, but also results in reduced rates for all customers because electric generation during the on-peak period is more costly than during non-peak periods.

How could this affect my monthly electric rates?

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. Detailed rate information will be sent directly to customers in a bill insert in November 2024.

At the end of the four-year period covered by this Application, the bill for a typical residential customer using 500 kWh per month would increase from $205 to $217 or 5.9%. The bill for a similar customer using 750 kWh per month would increase from $326 to $338 or 3.6%.

Direct Access (DA) and Community Choice Aggregation (CCA) customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. On average, rates for services provided by PG&E to these customers would decrease by 1% if this application is approved. DA providers and CCAs set their own generation rates. Please check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. On average, existing Departing Load customers would see a rate increase of 0.4%.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like a copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
2023 General Rate Case Phase II Application
P.O. Box 1018
Oakland, CA 94604-1018

CONTACT CPUC

Please visit **apps.cpuc.ca.gov/c/A2409014** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: **Public.Advisor@cpuc.ca.gov**
Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Please reference **PG&E's 2023 General Rate Case Phase II Application A.24-09-014** in any communications you have with the CPUC regarding this matter.

DATE: October 17, 2024
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR ITS TRANSMISSION REVENUE REQUIREMENT RECLASSIFICATION MEMORANDUM ACCOUNT APPLICATION (A.24-09-015)

Acronyms you need to know
PG&E: Pacific Gas and Electric Company
CPUC: California Public Utilities Commission
FERC: Federal Energy Regulatory Commission

Why am I receiving this notice?

On September 30, 2024, PG&E filed its Transmission Revenue Requirement Reclassification Memorandum Account (TRRRMA) Application with the CPUC.

In this application, PG&E is requesting $338 million to be collected in electric and gas rates. This is an accounting-related application to account for costs that used to be collected in FERC-jurisdictional rates and will now be collected in CPUC jurisdictional rates. PG&E is proposing to recover these costs over a one-year period beginning January 2026. FERC-jurisdictional rates are being adjusted accordingly in 2025.

Why is PG&E requesting this rate increase?

FERC regulates PG&E's electric transmission assets; all other PG&E assets are regulated by the CPUC. The purpose of the TRRRMA is to record costs that have shifted from FERC jurisdiction and CPUC jurisdiction.

Costs included in this application are related to the period 2017–2023. These costs were previously approved to be included in FERC rates. No new costs or spending are being requested in this application.

PG&E customers benefit from the common assets (structures, telecommunications equipment, vehicles, computer hardware, and computer software) and transmission assets included in the application.

How could this affect my monthly electric rates?

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. Detailed rate information will be sent directly to customers in a bill insert in November 2024.

The bill for a typical residential customer using 500 kWh per month would increase from $206.01 to $208.44, or 1.2%.

Direct Access and Community Choice Aggregation customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. On average, rates for services provided by PG&E to these customers would increase by 1.7% if this application is approved. DA providers and CCAs set their own generation rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is other Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. These customers are not impacted by this application.

How could this affect my monthly gas rates?

Bundled gas customers receive transmission, distribution, and procurement services from PG&E.

Based on rates currently in effect, the bill for a typical residential customer averaging 31 therms per month would increase from $75.25 to $77.07, or 2.4%.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different

outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
TRRRMA Application
P.O. Box 1018
Oakland, CA 94604-1018

CONTACT CPUC

Please visit **apps.cpuc.ca.gov/c/A2409015** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: **Public.Advisor@cpuc.ca.gov**
Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Please reference the **PG&E's TRRRMA Application A.24-09-015** in any communications you have with the CPUC regarding this matter.