



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

May 16, 2023
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day 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 Real Property Negotiators, City Administrator and City Attorney, regarding the properties commonly known as 1875 Feather River Blvd, Oroville, CA 95965.
2. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney related to the following positions: Public Works Director and Community Development Director.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Christina Buck, Assistant Director of the Butte County Department of Water and Resource Conservation, will give a presentation on possible long-term funding mechanisms for the Wyandotte Creek Groundwater Sustainability Agency.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

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

1. APPROVAL OF THE MINUTES

The Council may approve the minutes of December 6, 2022, March 28, 2023, April 4, 2023, April 18, 2023, and May 2, 2023.

RECOMMENDATION

Approve the minutes of December 6, 2022, March 28, 2023, April 4, 2023, April 18, 2023, and May 2, 2023.

2. CAPITAL PROJECT TASK ORDERS

The Council may direct staff regarding the issuing of two (2) task orders for the design of the Phase 1 Historic Downtown Pavement Rehabilitation Project and Wyandotte Avenue Storm Drain Repair.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to proceed with the task orders discussed above to NorthStar Engineering.

3. PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION (CTC) FOR FUNDING COMPLIANCE

The Council may consider adopting the attached resolution and authorize the City Engineer and Financial Director to submit a list of prioritized roads and streets for rehabilitation to the CTC for compliance with CTC guidelines. The CTC requires the submittal for the City to be eligible for additional funding under Senate Bill 1 (SB 1) and Assembly Bill 135 (AB 135).

RECOMMENDATION

Adopt Resolution No. 9136 - a Resolution of the city council of the city of Oroville Adopting a list of projects for Fiscal Year 2023-24 funded by SB 1: The Road Repair and Accountability Act of 2017

4. AWARD OF CONTRACT; NELSON AVENUE PAVEMENT REHAB PROJECT

The Council may consider awarding a contract to Knife River Construction for the construction of the Nelson Avenue Pavement Rehab Project.

RECOMMENDATION

Staff recommends awarding a contract to Knife River Construction for \$257,526.56 and allocating \$26,000.00 for contingencies. Staff recommends the Council authorize the City Administrator to execute the contract.

5. FORECLOSURE OF 1218 BIRD STREET

The City Council may consider initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 1218 Bird Street, Oroville (APN 012-076-007).

RECOMMENDATION

Adopt Resolution No. 9134 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1218 BIRD STREET., OROVILLE (APN 012-076-007)

6. LETTER OF SUPPORT TO THE USDA RURAL DEVELOPMENT TO REDESIGNATE THE CITY OF OROVILLE TO RURAL DESIGNATION

The Council will consider a letter of support to the USDA Rural Development during the 90-day comment period to consider redesignating the City of Oroville back to Rural Designation.

RECOMMENDATION:

Authorize Letter of Support to redesignate the City of Oroville to Rural Designation for USDA Rural Development Housing Programs.

7. RESOLUTION SUPPORTING THE PERIODIC DISPLAY OF AIRCRAFT OF HISTORICAL SIGNIFICANCE AT THE OROVILLE AIRPORT

The Council may consider the approval of a resolution in support of the periodic display of aircraft of historical significance at the Oroville Airport.

RECOMMENDATION

Approve Resolution No. 9135 - A RESOLUTION OF THE OROVILLE CITY COUNCIL DECLARING SUPPORT FOR THE PERIODIC DISPLAY OF AIRCRAFT OF HISTORICAL SIGNIFICANCE AT THE OROVILLE AIRPORT.

REGULAR BUSINESS

8. MEMORANDUM OF UNDERSTANDING WITH EXPERT ADVISORY TEAM VISIT TO SOUTH OROVILLE TO MAKE REVITALIZATION RECOMMENDATIONS

Staff has invited a group of emeritus planners from the California Chapter of the American Planning Association (APA) to visit in June, conduct community workshops, and make recommendations to help revitalize South Oroville.

RECOMMENDATION

Direct the City Administrator to execute the MOU once signed by APA, which includes travel cost expenditures of up to \$8,000.

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 / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
 - i. Departmental Reports for Council Update (month of April 2023).
 - ii. The Council will receive a monthly report regarding the activities, and general information for the Police Department.
4. Correspondence
 - i. PG&E Correspondence - Notice of Request to increase rates.

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on June 6, 2023 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.

Overview of the Long-Term Funding Mechanism



SGMA and Groundwater Management

SGMA= Sustainable Groundwater Management Act

- State law passed in 2014
- Local agencies given authority and responsibility to manage groundwater: **G**roundwater **S**ustainability **A**gencies
 1. Develop and Adopt a Groundwater Sustainability Plan, by 2022
 2. Implement Projects and Policy actions to achieve Sustainability
 3. Monitoring and reporting every year
 4. Achieve sustainability by 2042



Lowering
GW Levels



Reduction
of Storage



Seawater
Intrusion



Degraded
Quality

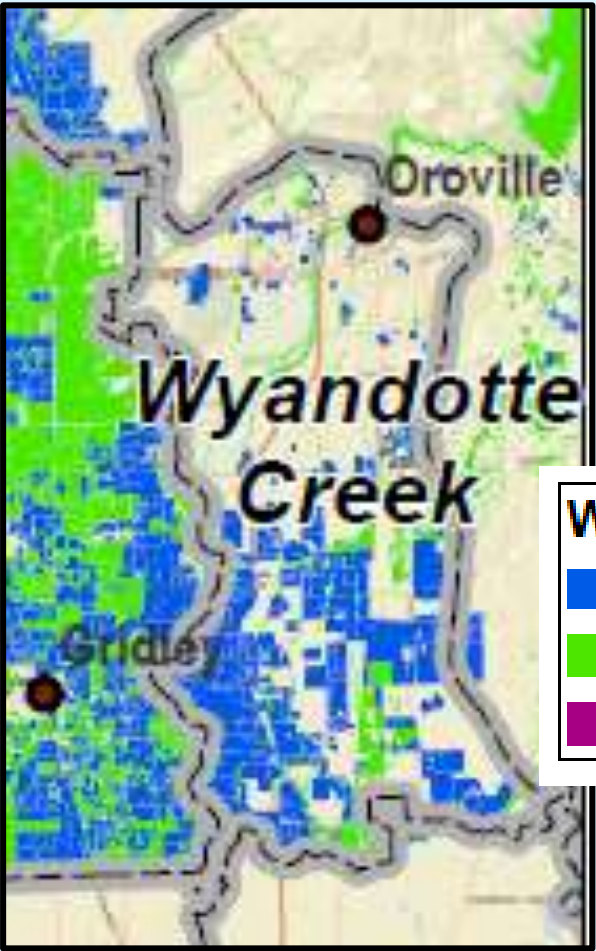
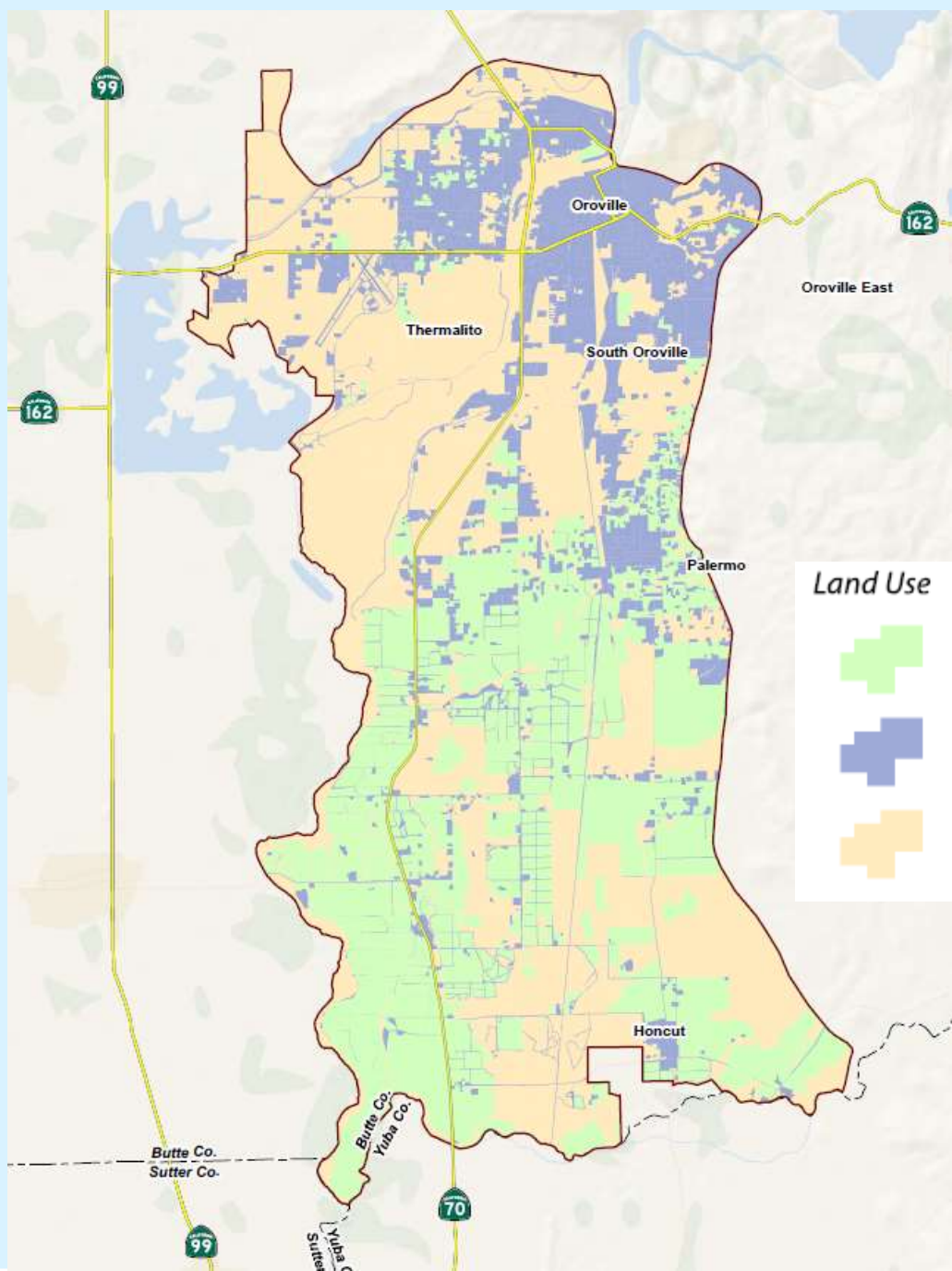


Land
Subsidence



Surface Water
Depletion

Lay of the Land in the Wyandotte Creek Subbbasin



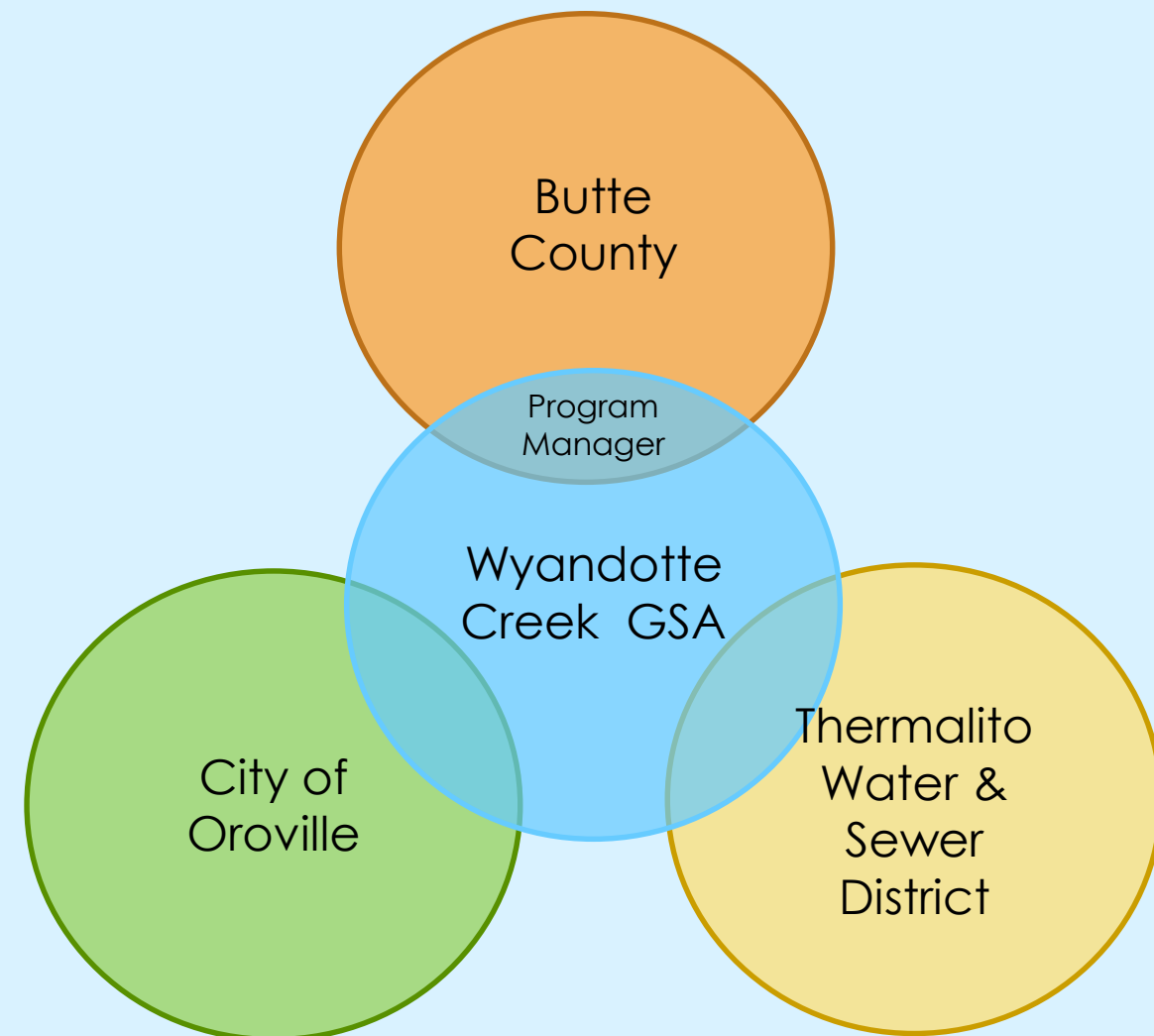
Overview of the GSA

3 Member Agencies - Joint Powers Agreement

5 Member Board of Directors

Wyandotte Creek Advisory Committee (WAC)

Management Committee



Sustainability Timeline

Item 1.

SGMA Timeline



Up to January 2022,
the GSA was funded by:
DWR grant: ~\$1.5M
Member In-Kind Contributions

Moving forward, the GSA needs a
new sustainable funding source
by 2024.

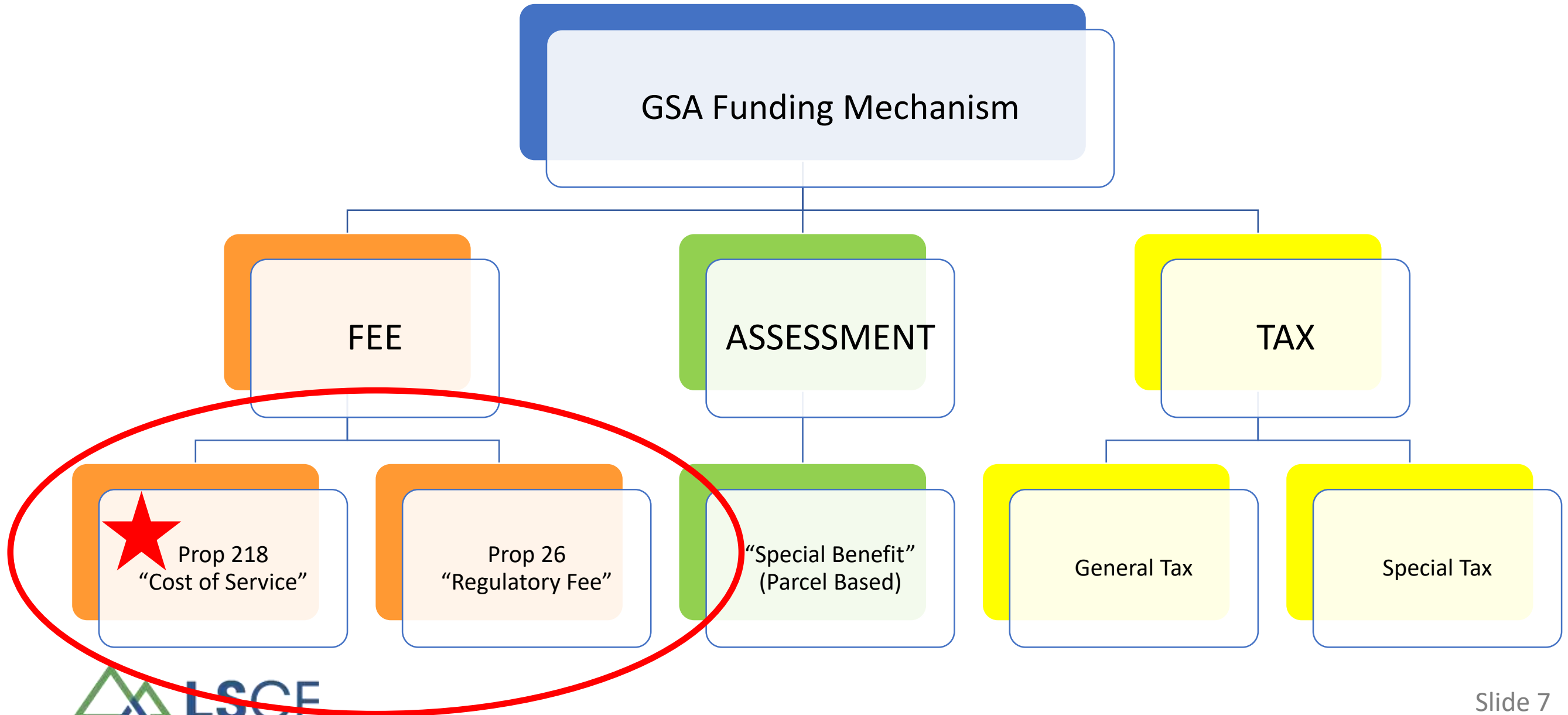
Need for Long-Term Funding

Item 1.



Types of Funding Mechanism

Item 1.



Developing a Fee Under 218

1. Identify costs
2. Confirm revenue needs
3. Develop alternative cost allocation methods
4. Preparation of a Technical Memorandum (TM)
5. Preparation of the Engineer's Report/Fee Study
6. Notice of fee and public hearing
7. Cost allocation, fee approval and protest hearing
8. Fee placed on Assessor's Tax Roll

★ ***This is a public process!***

Establishing Revenue Needs: Five-Year Projection

Administration

Compliance



Wyandotte Creek GSA - Long Term Funding Strategy					
Five-Year GSA Operational Budget - GSP Implementation and SGMA Compliance Costs					
5-Year GSP Implementation Inflation Adjustment	0%	3%	3%	5%	5%
Proposed	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Category-GSA Admin.	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
<u>Professional Services - Admin.</u>					
Auditor	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Financial Services	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Legal Services	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000
Program Manager (w/County management)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Professional Services - Admin. Sub-total	\$67,500	\$62,500	\$62,500	\$62,500	\$62,500
<u>Office Expense</u>					
Bank Fees	\$250	\$250	\$250	\$250	\$250
Insurance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Outreach (education and outreach)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Website	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Supplies	\$500	\$500	\$500	\$500	\$500
Office Expense Sub-total	\$7,250	\$6,750	\$6,750	\$6,750	\$6,750
Professional Services - GSP Implementation	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Legal Defense Reserve (build \$150,000/yr. balance)	\$0	\$0	\$0	\$0	\$0
County Tax Roll Fee Support	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Contingency (10%)	\$8,875	\$8,325	\$8,325	\$8,325	\$8,325
GSA Admin. Sub-total	\$97,625	\$100,554	\$106,587	\$118,312	\$137,241
5-Year GSP Implementation Inflation Adjustment	0%	3%	3%	5%	5%
Cost Category-SGMA Compliance	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Annual Reporting (assumes DWR monitoring continues)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Five Year GSP Update w/Modeling Calibrations	\$13,750	\$43,750	\$43,750	\$43,750	\$35,000
Surface-GW Interaction Modeling	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
GSA Coordination & Outreach (w/in and between GSAs)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Data Management System Maintenance	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Long Term Financial Planning/Fees	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Grant Procurement	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Contingency (8%)	\$9,300	\$9,300	\$9,300	\$9,300	\$8,600
SGMA Compliance Sub-Total	\$125,550	\$129,317	\$137,075	\$152,154	\$176,498
TOTAL WDCGSA Administration (w/inflation adjustment)	\$97,625	\$100,554	\$106,587	\$118,312	\$137,241
TOTAL WDCGSA SGMA Compliance (w/inflation adjustment)	\$125,550	\$129,317	\$137,075	\$152,154	\$176,498
TOTAL WDCGSA Operational Budget	\$223,175	\$229,870	\$243,662	\$270,465	\$313,740

EXAMPLE Fee Options to be Considered

Item 1.

Examples of Potential Options	Notes
Uniform Cost / Fee per Acre	Most common fee structure
Irrigated and Non-Irrigated Lands	User Classes: • Non-irrigated Land • Irrigated Surface Water • Irrigated Groundwater
Land Use Hybrid	Would consider land use, combined with irrigated and non-irrigated lands

Example Uniform Cost per Acre

Item 1.

Table 6. WCGSA Uniform Funding Option by Charge Basis					
WCGSA Funding Option Charge Basis	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Total GSA Revenue Needs (\$)	\$224,275	\$224,772	\$231,319	\$242,230	\$242,179
Total GSA Net Assessable Acres	51,409	51,409	51,409	51,409	51,409
Proposed Total Assessment (\$/ac.)	\$4.36	\$4.37	\$4.50	\$4.71	\$4.71

Timeline

- May 2023 – Approve Fee Study
- May 2023 – Anticipated 45-day Public Notice of Fee
- June 2023 – Public Workshop
- July 2023 – Public Hearing/Fee Protest Deadline
- August 2023 – Fee Provided to County Assessor

[Home](#)[About Us](#)[Our Agency ▾](#)[SGMA ▾](#)[Funding ▾](#)[GSP Document](#)[Calendar](#)[Contact Us](#)

Funding the Wyandotte Creek GSA

Why Should I Pay for the GSA?

[GSA MAP](#)[LEARN MORE ABOUT THE
SUSTAINABLE GROUNDWATER
MANAGEMENT ACT \(SGMA\)](#)[FAQS](#)[MEETINGS](#)[CONTACT](#)

APR
11
2023

Webinars & Workshops Long-term Funding Public Workshop

Tuesday, April 11, 2023

6:00-7:30 PM

Butte County HR Training
Room

3 County Center Drive,
Oroville, CA



Funding the Wyandotte Creek



Sustainable Groundwater

<https://www.wyandotecreekgsa.com>

Stay Informed!

Send comments to:

wyandottecreekgsa@gmail.com

Frequently Asked Questions

<https://www.wyandottecreekgsa.com/funding-frequently-asked-questions>

Sign up for the interested parties list on the website:

<https://www.wyandottecreekgsa.com/contact-us>



**December 06, 2022
MINUTES**

This agenda was published December 2, 2022 at 6:25pm.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 4pm.

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

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, and the City Attorney relating to existing litigation: Albanese v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-cv-01131.
2. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and the Personnel Officer related to the following positions: Police Chief and City Administrator
3. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and/or City Attorney to consider the evaluation of performance related to the following position: City Administrator/Interim Police Chief

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. The Council received a presentation about Mission Esperanza by Suzi Kochems

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- The Camera Man
- Bill Speer

Motion by Council Member Smith and seconded by Council Member Goodson to adopt the consent calendar. Motion passed unanimously.

1. APPROVAL OF THE MINUTES

The City Council approved the minutes of November 15, 2022

2. ACCEPTANCE OF THE RESULTS OF THE NOVEMBER 8, 2022 MUNICIPAL ELECTION

The City Council **adopt Resolution No. 9111** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 8, 2022 CANVASSING AND DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW AND PROVIDING FOR THE APPOINTMENT OF THE OFFICES OF THIS CITY THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 8, 2022.

3. PROFESSIONAL SERVICES AGREEMENT WITH SUSANNE KOCHEMS D/B/A SILK CONSULTING GROUP FOR ADMINISTRATIVE SERVICES RELATED TO THE ENCAMPMENT RESOLUTION FUNDING GRANT

The City Council **adopt Resolution No. 9117** – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE KOCHEMS D/B/A SILK CONSULTING GROUP IN THE AMOUNT OF \$75,000.00 TO PROVIDE ADMINISTRATION SERVICES IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING – (Agreement No. 3439)

4. AUTHORIZATION TO PURCHASE THREE NEW FORD F350 DUMP BED TRUCKS FOR PUBLIC WORKS

The Council authorized the Public Works Division to purchase (3) 2023 Ford F-350 pickup trucks with dump beds from Oroville Ford utilizing State Contract pricing as outlined in the staff report.

5. CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR ROOF REPLACEMENT, FACADE REPAIRS, AND PAINT OF THE CENTENNIAL CULTURAL CENTER

The Council approved Res. No. 9114 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH BUTTE CONSTRUCTION COMPANY AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE PROPOSED ROOF REPLACEMENT AND FACADE REPAIRS OF THE CENTENNIAL CULTURAL CENTER IN THE AMOUNT OF \$326,701.00 and a 10% contingency in the amount of \$32,670.10 should any deficiencies be discovered during the project; and authorized and directed staff to sign and accept the proposal from Butte Construction Company, authorizing the proposed roof replacement and façade repairs and improvements of the Centennial Cultural Center, in the amount of \$326,701.00 (base bid) and a 10% contingency in the amount of \$32,670.10 should any deficiencies be discovered during the project, for a total of \$359,371.10.

6. AGREEMENT WITH MELTON DESIGN GROUP, INC. FOR DEVELOPMENT OF A FEATHER RIVER PARKWAY MASTER CONCEPTUAL PLAN

The Council authorized and directed staff to execute an Agreement with Melton Design Group in the amount of \$47,400 to provide conceptual design and cost services for the Feather River

Parkway, from the Feather River Nature Center & Bath House to Bedrock Park at the east side of Hwy 70 in preparation of a 2023 Statewide Parks Grant application round.

Item 1.

7. PROJECT TASK ORDERS FOR PROFESSIONAL ENGINEERING AND PLANNING SERVICES WITH STREAMLINE ENGINEERING

The Council authorized the approval of Task Orders with Streamline Engineering for the structural engineering and design of the Kayak Kiosk and the Oroville Convention Center ADA Improvements.

8. W. GILBERT ENGINEERING - TASK ORDER #6 – PSA OROVILLE RESCUE MISSION PALLET SHELTERS

The Council consider directed Staff to issue Task Order #6 (TO #6) to W Gilbert Engineering to provide surveying, design, and bid documents for the construction of street improvements, sewer facilities, and drainage facilities at the Oroville Rescue Mission associated with installation of pallet shelters and other housing accoutrements.

9. DONATIONS TO THE C.F. LOTT HOME

The City Council accepted the receipt of a collection of various items to the C.F. Lott Home.

10. DONATIONS TO THE CHINESE TEMPLE

The City Council accepted the receipt of a collection of various items to the Chinese Temple.

11. DONATIONS TO THE PIONEER HISTORY MUSEUM

The City Council accepted the receipt of a collection of various items to the Pioneer History Museum.

12. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOFF & ASSOCIATES TO CONDUCT A CITYWIDE COMPENSATION STUDY

The Council **adopted Resolution No. 9116** – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KOFF AND ASSOCIATES TO CONDUCT A CITYWIDE COMPENSATION STUDY.

13. CORONAVIRUS FISCAL RECOVERY FUNDING, IN AN AMOUNT OF \$300,000 FOR THE OROVILLE INN PAYMENT EXTENSION FOR 90 DAYS

The City Council approved a 90-day extension of loan payment for the Oroville Inn. The Oroville Inn was loaned 300,000 in December of 2021 at 3.2% interest. Loan interest only payments are due annually. The Oroville Inn is in the process of refinancing and needs an additional 60 to 90 days to complete the process

14. REVISED 2022 PLHA COMPETITIVE GRANT APPLICATION AND RESOLUTION FOR LINCOLN STREET APARTMENTS PHASE I

The Council approved the submittal of PLHA Competitive Program grant application for \$2,500,000 for Lincoln Street Family Apartments Phase I; and authorized staff to implement grant if awarded, and adopted Resolution No. 9115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NONENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$2,500,000.

15. **APPROVE AGREEMENT FOR ENCAMPMENT RESOLUTION FUNDING GRANT NUMBER 22-ERF-2-L-10006 AND AUTHORIZE THE EXECUTION OF SUB-RECIPIENT AGREEMENT WITH OROVILLE RESCUE MISSION FOR MISSION ESPERANZA**

Item 1.

The City Council **adopted Resolution No. 9112-** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA APPROVING THE GRANT AWARD NUMBER 22-ERF-2-L-10006 OF \$2,733,374.11 FOR ENCAMPMENT RESOLUTION FUNDING; and **adopted Resolution No. 9113-** A RESOLUTION AUTHORIZING THE EXECUTION OF A SUB-RECIPIENT AGREEMENT WITH THE OROVILLE RESCUE MISSION TO PROVIDE THE NECESSARY HOUSING AND SUPPORTIVE SERVICES IN SUPPORT OF THE ENCAMPMENT RESOLUTION FUNDING.

REGULAR BUSINESS

16. **CONSIDER AND ADOPT THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICER’S ASSOCIATION SWORN AND NON-SWORN UNITS**

The City Council considered and adopted the side letter agreement between the City of Oroville and the Oroville Police Officer’s Association Sworn and Non-Sworn Units (OPOA).

Motion by Council Member Hatley and seconded by Council Member Goodson to **adopt** A SIDE LETTER AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS’ ASSOCIATION - SWORN UNIT AND NON-SWORN UNIT. Motion passed unanimously.

17. **MUNICIPAL LAW ENFORCEMENT EXPANSION**

The Council considered the expansion of the Municipal Law Enforcement services to bolster patrols City wide to include Parks and Trails

Motion by Council Member Smith and seconded by Council Member Riggs to authorize the expansion of the Municipal Law Enforcement program to include the hiring of 8 additional Municipal Law Enforcement Officers and the purchasing of equipment as outlined in this staff report. Motion passed unanimously.

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports – Council members provided verbal reports.
- 2. Future Agenda Items - None
- 3. Administration Reports – Staff provided verbal reports.

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 7:03pm.

APPROVED:

ATTESTED:

Mayor David Pittman

Assistant City Clerk Jackie Glover



Table Mountain Golf Club
2700 Oro Dam Blvd W.
Oroville, CA. 95965

**March 28, 2023
SPECIAL MEETING
MINUTES**

This meeting agenda was posted on March 24, 2023. This meeting was recorded and may be viewed at Cityoforoville.org

CALL TO ORDER / ROLL CALL

Mayor Pittman called the meeting to order at 11:00 am.

Present: Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson (Left at 12:43pm), Shawn Webber, Vice Mayor Eric Smith, and Mayor David Pittman

OPEN SESSION

1. Pledge of Allegiance – Led by Code Enforcement Director Ron Belser
2. Adoption of the Agenda – Motion by Council Member Goodson and seconded by Vice Mayor Smith to adopt the agenda. Motion passed unanimously.

REGULAR BUSINESS – Action Calendar

1. GOALS AND PRIORITIES WORKSHOP

The Council participated in a workshop to establish Council goals and priorities and provided staff direction.

ADJOURNMENT

Mayor Pittman adjourned the meeting at 2:01pm.

APPROVED:

ATTESTED:

Mayor David Pittman

Assistant City Clerk Jackie Glover



**April 04, 2023
REGULAR MEETING
MINUTES**

This agenda was posted on March 31, 2023. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Pittman opened the meeting at 4pm

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

STAFF: City Administrator Brian Ring, Assistant City Clerk Jackie Glover, Police Chief Bill LaGrone, Code Enforcement Director Ron Belser, Assistant City Administrator Ruth Duncan, Business Assistance and Housing Development Director Amy Bergstrand, Assistant Community Development Director Dawn Nevers, City Attorney Scott Huber, City Treasurer Karolyn Fairbanks, Planner Wes Ervin, Human Resources Manager Liz Ehrenstrom

Added Item: The following item came to the attention of the City Staff subsequent to the posting of the agenda for this April 4, 2023 meeting. Pursuant to Government Code Section 54954.2, staff is requesting the council take action to add this item.

Amend the Agenda to Add Item No. 2.5 to Open session as follows:

Pursuant to the Brown Act, as amended by AB 2449, the Council will consider approving the emergency circumstances for two council members to attend this meeting virtually.

Motion to add item as stated above by Council Member Johnstone and seconded by Council Member Webber. Motion passed with 5 yeses and 2 absent.

AYES: Johnstone, Riggs, Thomson, Webber, Pittman

NOES: None

ABSTAIN: None

ABSENT: Smith, Goodson

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney related to the following positions: Public Works Director and Community Development Director.

OPEN SESSION

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

2. Pledge of Allegiance – Led by students from Ophir Student Body Council

2.5 Pursuant to the Brown Act, as amended by AB 2449, the Council will consider approving the emergency circumstances for two council members to attend this meeting virtually.

Motion by Council Member Johnstone and seconded by Council Member Thomson to approve item 2.5. Motion passed with 5 yeses and 2 Absent

AYES: Johnstone, Riggs, Thomson, Webber, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: Smith, Goodson

3. Adoption of Agenda – Motion by Council Member Riggs and seconded by Council Member Thomson to adopt the agenda. Motion passed.

AYES: Johnstone, Riggs, Thomson, Webber, Smith, Goodson, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

1. The City Attorney provided a presentation on Sober Living Environments.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on agenda items:

- | | |
|-------------------------------------|-----------------------------------|
| - Eric Schanke – Presentations | - Joseph Sanders - Presentations |
| - Susannah Wedgwood - Presentations | - Annie Terry - Presentations |
| - Natalie Sheard - Presentations | - Bill Speer – Presentations |
| - Julie Miller - Presentations | - Celia Hirschman – Presentations |
| - Shara Sheard - Presentations | - Don Noble – Item 11 |
| - Tj Jensen - Presentations | |

The following individuals spoke on non-agenda items:

- Bill Speer
- Shannon Tomlin and Brianna

CONSENT CALENDAR

Motion by Council Member Riggs and seconded by Council Member Johnstone to approve the consent calendar items 1-9 excluding item 5. Motion passed.

AYES: Johnstone, Riggs, Thomson, Webber, Smith, Goodson, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

1. APPROVAL OF THE MINUTES

The council approved the minutes of March 21, 2023

2. CONSIDER AND APPROVE NEWLY CREATED JOB DESCRIPTIONS FOR HUMAN RESOURCE/RISK MANAGER, HUMAN RESOURCE ANALYST, AND HUMAN RESOURCE TECHNICIAN

The City Council approved the attached job descriptions for Human Resource/Risk Manager, Human Resource Analyst, and Human Resource Technician.

3. AWARD OF CONTRACT; YARD AND BRIDGE STREET INTERSECTION IMPROVEMENT PROJECT

The Council awarded a contract to All-American Construction, Inc for \$174,773.00, and allocating \$18,000.00 for contingencies. And authorized the City Administrator to execute the contract.

4. AWARD OF CONTRACT; PORTLAND LOOS PROJECT

The Council awarded a contract to R&R Horn Contractors, Inc. for \$460,169.00 and allocating \$47,000.00 for contingencies, for a total of \$507,169, and authorized the City Administrator to execute the contract; and approved spending \$407,169 and a reallocation of \$100,000 from the Veterans Project.

6. TRANSFER OF BEDROCK PARK PARCEL FROM FEATHER RIVER RECREATION AND PARKS DISTRICT TO THE CITY OF OROVILLE: APN 035-290-019

The Council **adopted Resolution No. 9131** – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL TITLE AND ESCROW DOCUMENTS RELATED TO THE TRANSFER OF ONE FEATHER RIVER RECREATION AND PARKS DISTRICT PROPERTY; APN: 035-290-019, TO THE CITY OF OROVILLE

7. RATIFICATION OF ADDITIONAL REMEDIATION AND REPAIRS AT 33 CANYON HIGHLANDS DRIVE

The City Council ratified the expenditures that were made for this emergency remediation at 33 Canyon Highlands Dr.

8. CONTRACT FOR ADMINISTRATIVE HEARING OFFICER SERVICES RELATED TO CODE ENFORCEMENT

The Council approved an agreement for Administrative Hearing Officer services for the City of Oroville by approving Agreement No. 3452

9. VOICE FOR THE ARTS AWARD SELECTION

The Council approved the Arts Commission recommendation and awarded the Voice of the Arts Award to Community Individual Don Remley.

5. AGREEMENT FOR AS NEEDED PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES WITH RUSSELL, GALLAWAY ASSOCIATES, INC.

The Council considered authorizing the Mayor to execute an agreement for as needed professional architectural and engineering services with Russell, Gallaway Associates, Inc.

Motion by Council Member Goodson and seconded by Council Member Riggs to authorize the Mayor to contract with Russell, Gallaway Associates, Inc. for as needed professional architectural and engineering and design services and approve Task Orders 1 & 2 but to hold off on starting the contracts until after the Council Architectural Ad hoc committee reviews the information.

AYES: Johnstone, Riggs, Thomson, Webber, Smith, Goodson, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

REGULAR BUSINESS

10. SELECTION OF THE 2023 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT

The Council considered the selection of a recipient for the 2023 Samuel J. Norris Award for Excellence.

Council selected a recipient for the 2023 Samuel J. Norris Award for Excellence.

Below is the vote for selecting the 2023 Samuel J. Norris Awardee:

- Bud Bolt – Smith, Johnstone, Pittman, Thomson, Webber
- Jan Hill – Riggs, Goodson

This award will be awarded at the State of the City on April 25, 2023.

11. LETTER FROM YMCA REQUESTING CITY PARTNERSHIP IN BUILDING DOWNTOWN SWIMMING POOL/ATTRACTION

At the request of Council Member Johnstone and Council Member Webber, the Council discussed the letter received from the YMCA of Superior California (YMCA) requesting to partner with the City to discuss bringing a pool to the downtown area of Oroville.

The Council provided staff direction and recommended that this topic be initially discussed at the Council Executive Committee.

12. RE-ESTABLISHMENT OF THE COMMUNITY ENHANCEMENT BUDGET UNIT

At the March 21, 2023 regularly scheduled City Council meeting, Council Member Thomson and Council Member Webber discussed putting on the agenda the concept of providing some City funding for a 4th of July fireworks show. In addition, there were conversations of budgeting for funding to potentially help fund other projects that impacted the quality of life of our residents or provided a community benefit. In response to these discussions, staff brought forward for Council consideration, the re-establishment of the Community Enhancement budget unit.

Motion by Council Member Riggs and seconded by Council Member Goodson to

Motion 1: Motion by Council Member Thomson and seconded by Council Member Webber to re-establish the Community Enhancement Budget Unit and add \$100,000 to the line item, and to earmark \$20,000 for fireworks with up to an additional \$5,000 in matching donations. Motion not voted on because motion 2 passed.

Motion 2: Motion by Council Member Riggs and seconded by Council Member Goodson to establish the Community Enhancement budget unit and allocate \$20,000 to the fund, and allow for matching funds to be made available. Motion passed.

Item 1.

AYES: Johnstone, Riggs, Pittman, Goodson
NOES: Smith, Thomson, Webber
ABSTAIN: None
ABSENT: None

13. FORMATION OF ARCHITECTURAL DESIGN WORK AD HOC COMMITTEE

At the March 21, 2023, regularly scheduled City Council meeting, Council Member Thomson and Council Member Webber requested an item be placed on the agenda to consider the establishment of an ad hoc committee to review architectural design work being performed on City buildings and property.

Motion by Council Member Webber and seconded by Council Member Thomson to create a regular Architectural Design Work Committee.

AYES: Johnstone, Thomson, Smith, Webber
NOES: Riggs, Goodson, Pittman
ABSTAIN: None
ABSENT: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Bill Speer

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Spoke about First Friday Event
 - b. Webber – Spoke about road work ideas coming soon and upcoming events
 - c. Pittman – Spoke about the Butte County Housing Authority
2. Future Agenda Items
 - a. Webber – Architectural Design Committee Appointments
 - b. Riggs/Thomson/Pittman – Fire Engine
3. Administration Reports
 - a. Nevers – Spoke about current work of the department.
 - b. Duncan – Spoke about the LAIF Correspondence
 - c. Belser – Spoke about March activity in the department, spoke about City Works
 - d. Bergstrand – Spoke about a PLHA Award for the Lincoln St Apartments
 - e. Ring – Spoke about the Goals and Priorities Workshop, Spoke about the Budget, and the Chamber Dinner
4. Correspondence
 - i. LAIF Correspondence
 - ii. Haven of Hope on Wheels Bi-Annual Report
 - iii. Feather River Recreation and Park District Activity Center Closure

ADJOURN THE MEETING

Meeting adjourned at 8:17pm

APPROVED:

Mayor David Pittman

ATTESTED:

Assistant City Clerk Jackie Glover



**April 18, 2023
REGULAR MEETING
MINUTES**

This agenda was posted on April 14, 2023. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Pittman opened the meeting at 4pm.

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

STAFF: Assistant City Administrator Ruth Duncan, Assistant Community Development Director Dawn Nevers, Code Enforcement Director Ron Belser, City Attorney Scott Huber, City Administrator Brian Ring, Business Assistance and Housing Director Amy Bergstrand, Fire Chief Chris Tenms, Principal Planner Wes Ervin, IT Manager Tyson Pardee, Police Chief Bill LaGrone, Assistant City Clerk Jackie Glover, City Treasurer Karolyn Fairbanks, Recycling Coordinator Victoria Padilla, Fire Battalion Chief Isaac Ruiz

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney related to the following positions: Public Works Director and Community Development Director.

OPEN SESSION

1. Announcement from Closed Session – Mayor Pittman announced that there was no reportable action.
2. Pledge of Allegiance – Led by Ophir School Students
3. Adoption of Agenda – Motion by Council Member Goodson and seconded by Council Member Riggs to adopt the agenda with the following amendments:
 - Pull item 1
 - Add Council Member Webber as one of the requesting council members to Item 10
 - Note that the city received a letter related to item 11
 - Move item 8 up to next item on the agenda.

Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: None

REGULAR BUSINESS

8. CONTRACT FOR INSTALLATION AND MAINTENANCE OF AUTOMATED LICENSE PLATE READER CAMERAS WITH ADVANCED AUDIO DETECTION

The Council considered authorizing the lease of an automated license plate reader (ALPR) camera system (40 cameras) with enhanced audio detection from the Flock Group, for 24 months in an amount not to exceed \$333,750.00. The cost is all inclusive including installation, maintenance, cloud storage and all software updates as necessary.

Motion by Council Member Thomson and seconded by Vice Mayor Smith to authorize and direct the mayor to sign an agreement with Flock Systems for the installation of a 40 camera Automated License Plate Reader system with advance listening capabilities. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on agenda items:

- Bill Speer – Item 8, 11
- Shera Sheard – Item 8
- Natalie Sheard – Item 11
- Julie Miller – Item 11

The following individuals spoke on non-agenda items:

- Bill Speer

CONSENT CALENDAR

Motion by Council Member Riggs and seconded by Council Member Goodson to approve consent calendar items 2-6. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

1. APPROVAL OF THE MINUTES

This item was pulled and not voted on.

2. SANK PARK FEE WAIVER REQUEST BY AMERICAN ASSOCIATION OF UNIVERSITY WOMEN

The Council approved the fee waiver request for the use of the Lott Home – Sank Park by the Oroville branch of AAUW, in the amount of \$400 on May 12, 2023.

3. TASK ORDER AMENDMENT - WASHINGTON AVENUE

The Council approved an amendment to existing Task Order 7. The amendment authorizes a geotechnical investigation of the Washington Avenue roadway structure and increases the Task Order by \$19,780.

4. TASK ORDER 17: SEWER MASTER PLAN PROJECTS 3-B ALTERNATIVE AND 3C FEASIBILITY STUDY

The Council directed staff to issue task order 17 to NorthStar to conduct a feasibility study on the constructability of Sewer Master Plan Project 3-B Alternative and 3C.

5. AUTHORIZATION TO PURCHASE (1) KENWORTH T880 DUMP TRUCK

The Council approved the purchase of (1) Kenworth T880 10-wheel dump truck in the amount of \$251,998.23 as budgeted in the 22/23 Fiscal Year budget.

6. INSTALLATION OF 28 APX8500 PORTABLE VEHICLE RADIOS, AND NECESSARY INSTALLATION HARDWARE AND ANTENNAS

The Council authorized the Police Department to contract with Sutter Buttes Communication for the installation of 28 APX8500 Motorola radios and Antennas in the existing fleet of Police Vehicles, in an amount not to exceed \$22,224.55.

REGULAR BUSINESS

7. CONSIDER ENTERING INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITIES OF BIGGS, CHICO, GRIDLEY, PARADISE, AND BUTTE COUNTY FOR SB 1383 EDIBLE FOOD RECOVERY REGULATORY REQUIREMENTS

The council considered authorizing the City Administrator to enter into an agreement with the Cities of Biggs, Chico, Gridley, Paradise, and Butte County for SB 1383 Edible Food Recovery Regulatory Requirements.

Motion by Council Member Riggs and seconded by Council Member Goodson to authorize the City Administrator to sign the MOU agreement with the Cities of Biggs, Chico, Gridley, Paradise, and Butte County for SB 1383 Edible Food Recovery Regulatory Requirements. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

9. AUTHORIZATION TO PURCHASE (1) SALSCO TP-44 MINI-ASPHALT PAVER

At the request of Council Member Johnstone and Council Member Webber, the Council considered and approved the purchase of (1) Salsco TP-44 Mini-Asphalt Paver to aid the efficiency of repairs and repaving in the amount of \$69,465.25 and the surplus of a 1988 Mauldin paver.

Motion by Council Member Goodson and seconded by Council Member Webber to authorize staff to purchase (1) Salsco TP-44 Mini Asphalt Paver and surplus the 1988 Mauldin Paving Machine and send to the next surplus auction. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
 NOES: None

ABSTAIN: None
ABSENT: None

Item 1.

10. REVIEW OF LEASE AND PURCHASE OPTIONS FOR A TYPE 1 FIRE ENGINE

At the request of Council Member Riggs, Webber and Council Member Thomson, the Council reviewed a lease and a purchase option for one new Pierce Type 1 Fire Engine for Oroville Fire Department.

Motion by Council Member Thomson and seconded by Vice Mayor Smith to authorize the purchase of a Pierce Type 1 Fire Engine for the Oroville Fire Department with all appliances. \$1.262841.41 Million Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

11. HOUSING ELEMENT UPDATE (2022-2030) FINAL DRAFT

The City Council conducted a public hearing to consider adopting the final draft of the 2022 General Plan Housing Element Update.

Motion by Vice Mayor Smith and seconded by Council Member Goodson to:

1. Re-adopt the July 19, 2022 Notice of Exemption as the appropriate environmental document.
2. Adopt the February 6, 2023 Revised Draft Housing Element as the Final draft
3. Authorize submittal to the California Department of Housing and Community Development (HCD) for their certification.
4. Adopt Resolution 9132.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

There were 0 public comments for this item.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Pittman – Attended the Havenscourt Ribbon Cutting Event – Great event; attended the Food Bank Ground Breaking on South 5th Ave; attended the Fentanyl Call to Action Event at the State Capitol
 - b. Goodson – Spoke about the Havenscourt Event
 - c. Thomson – Spoke about an event at the Convention center that 22 ministries are helping with.

- d. Webber – Spoke about Fiscal Responsibility, spoke about the Havenscourt Event and the Egg Hunt sponsored by the Oroville Rescue Mission.
- 2. Future Agenda Items
 - a. Webber – Purchase Barricades
 - b. Thomson – Charter Amendments
- 3. Administration Reports
 - a. Departmental Reports for Council Update (Written Report)
 - b. Police Department Monthly Report March 2023 (Written Report)
 - c. Bergstrand – Spoke about the purchase of the Type 6 Fire Engine
 - d. Ring – Mentioned the State of the City.
- 4. Correspondence
 - i. Visual Arts and Performing Arts Showcase Information

ADJOURN THE MEETING

Mayor Pittman Adjourned the meeting at 8:31pm

APPROVED:

ATTESTED:

Mayor David Pittman

Assistant City Clerk Jackie Glover



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**May 02, 2023
REGULAR MEETING
MINUTES**

This agenda was posted on Friday, April 28, 2023. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Pittman called the meeting to order at 4:02pm.

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

ABSENT: Council Member Scott Thomson

STAFF: City Administrator Brian Ring, Assistant City Clerk Jackie Glover, Code Enforcement Director Ron Belser, Chief of Police Bill LaGrone, Assistant City Administrator Ruth Duncan, Assistant Community Development Director Dawn Nevers, City Attorney Scott Huber, Human Resources Manager Liz Ehrenstrom, Principal Planner Wes Ervin, Building Official Alison Schmidt

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the properties commonly known as 1875 Feather River Blvd, Oroville, CA 95965.

OPEN SESSION

1. Announcement from Closed Session – Mayor Pittman announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Ophir Student Body Council
3. Adoption of Agenda – Motion by Council Member Riggs and seconded by Council Member Goodson to Adopt the agenda. Motion passed.

AYES: Johnstone, Riggs, Webber, Goodson, Smith, Pittman

NOES: None

ABSTAIN: None

ABSENT: Thomson

PRESENTATIONS AND PROCLAMATIONS

1. Mayor Pittman presented a proclamation declaring May 2023 as Building Safety Month

The following individuals spoke on non-agenda items:

- Jason Hair
- Tom Turk
- Bill Speer

The following individuals spoke on agenda items:

- Brian Wong – Item 5
- Bill Speer – Item 5

CONSENT CALENDAR

Motion by Council Member Goodson and seconded by Vice Mayor Smith to adopt the consent calendar items 1-3. Motion passed.

AYES: Johnstone, Riggs, Webber, Goodson, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: Thomson

1. AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES AND THE CITY OF OROVILLE FOR USE OF THE AIRPORT BUSINESS PARK ROADWAYS

The City Council authorized the City Administrator to enter into an agreement with the State of California Department of Motor Vehicles for the use of the Airport Business Park roadways to deliver Commercial Driver License (CDL) performance tests for a period of two years, with a one-year option to extend.

2. SR 162 ACTIVE TRANSPORTATION (ATP) - PROJECT MANAGEMENT CONTRACT AMENDMENT TO AGREEMENT NO. 3212-8.2

The Council considered a contract amendment with Bennett Engineering Services for the SR 162 ATP to continue assisting the City in management and review of the ATP as well as coordination with Caltrans for progress updates and periodic invoicing of the project grant on behalf of the City. The Council approved Agreement No. 3212.8 Amendment No. 3 for Bennett Engineering to continue to provide Project Management Services through the extended project schedule.

3. INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF BUTTE AND THE CITY OF OROVILLE FOR PROGRAM ADMINISTRATOR SERVICES FOR BUTTE COUNTY'S CALHOME FIRST-TIME HOMEBUYER MORTGAGE ASSISTANCE PROGRAM

The Council considered an Intergovernmental Subrecipient Agreement between the County of Butte and the City of Oroville for Program Administrator Services for Butte County's CalHome First-Time Homebuyers Mortgage Assistance Program through October 13, 2025; and Adopt Resolution No. 9133 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AN INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT BETWEEN BUTTE COUNTY AND THE CITY OF OROVILLE FOR PROGRAM ADMINISTRATOR SERVICES FOR BUTTE COUNTY'S CALHOME FIRST-TIME HOMEBUYERS MORTGAGE ASSISTANCE PROGRAM;

REGULAR BUSINESS

4. CONSIDER AND ADOPT SALARY RANGES FOR CHIEF OF POLICE AND ASSISTANT CHIEF OF POLICE

The City Council considered adopting the addition of two salary ranges (Chief of Police and Assistant Chief of Police) to the Master Salary Schedule.

Motion by Council Member Riggs and seconded by Vice Mayor Smith to approve the attached Master Salary Schedules including a salary range for Chief of Police and Assistant Chief of Police. Motion passed.

AYES: Johnstone, Riggs, Webber, Goodson, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: Thomson

5. REVISED COMMUNITY DEVELOPMENT DIRECTOR AND PUBLIC WORKS DIRECTOR JOB SPECIFICATIONS

The Council considered modifying the existing Community Development Department to create two separate departments: Community Development Department and Public Works Department. Staff requested that the Council approve the modified job specifications for the Community Development Director and Public Works Director job specifications.

Motion by Council Member Riggs and seconded by Council Member Goodson to approve the modified Community Development Director and Public Works Director job descriptions and authorize staff to recruit for both. Motion passed.

AYES: Johnstone, Riggs, Webber, Goodson, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: Thomson

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

There were 0 speakers at this time.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Spoke about Downtown Business Association events.
 - b. Smith – Spoke about the Feather Fiesta Days Events
 - c. Webber – Spoke about the One Hope for America event he attended.
 - d. Pittman – Spoke about the Executive Committee Meeting, the SPCA Benefit at the Union, the SBF Committee meeting, and the hospital meetings that he attended; spoke about BCAG mini transit system.
 - e. Goodson – Spoke about the Wyandotte Creek GSA Board Meeting she attended.
2. Future Agenda Items
 - a. Johnstone/Webber – Shelter Crisis options
3. Administration Reports
 - a. Duncan – Staff are working on the budget, will come to council in June.

- b. Nevers – Spoke about the Multifamily housing development in town; spoke about Hewitt Park; spoke about the Earth Day Celebration; the FBO Grand Opening Event; the Community Meeting for the Feather River Master Plan; and spoke about the Building department staff
- c. Belser – Spoke about cases that the department is working on
- d. Ring – Spoke about the Budget

ADJOURN THE MEETING

Mayor Pittman adjourned the meeting at 5:50pm.

APPROVED:

ATTESTED:

Mayor David Pittman

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: MATT THOMPSON, ACTING CITY ENGINEER

RE: CAPITAL PROJECT TASK ORDERS.

DATE: MAY 16, 2023

SUMMARY

The Council may direct staff regarding the issuing of two (2) task orders for the design of the Phase 1 Historic Downtown Pavement Rehabilitation Project and Wyandotte Avenue Storm Drain Repair.

DISCUSSION

Staff is continuing development of capital improvement projects. Staff is proposing to issue 2 task orders to NorthStar Engineering for design services under contract number 3387. Staff requests authority to proceed with the task orders for the following projects.

Task Order 13 – Phase 1 Historic Downtown Pavement Rehabilitation Project- Project details/specific areas for phase 1-3 are included in attached proposal. Services to include pavement maintenance, rehabilitation, striping, and traffic calming measures. - \$128,261.00

Task Order 19 – Wyandotte Avenue Storm Drain Replacement – Design for the replacement of storm drain infrastructure along Wyandotte Avenue and Richter Avenue, Downstream stormwater mitigation to comply with stormwater regulations. - \$100,912.00

FISCAL IMPACT

The funds in the amount of \$128,261.00 for Task Order 13 will come from fund 5021-6360, Local Transportation Fund – Outside Services.

The funds in the amount of \$100,912.00 for Task Order 19 will come from Capital Improvement Fund 302

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to proceed with the task orders discussed above to NorthStar Engineering.

ATTACHMENTS

Task Order 13

NorthStar Phase 1 Historic Downtown Pavement Rehab Proposal

Task Order 19

NorthStar Wyandotte Avenue Storm Drain Repair Proposal.

TASK ORDER #13
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of _____, 2023, by and between the City of Oroville ("City") and **NorthStar** ("Consultant").

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically production of plans, specifications, estimates, etc. for pavement maintenance, rehabilitation, restriping and installation of traffic calming measures for Downtown Oroville Phase 1 as shown in Exhibit A; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **3387** between the City and the Consultant.

TASK ORDER

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's proposal attached as Exhibit "A" which is incorporated herein by reference.

2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$128,261.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task

Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Task Order, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Task Order creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Task Order ("Documents and Data").

- Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Task Order. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Task Order shall be at City's sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Task Order shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under

this Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Task Order.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
- c. Any records or documents required to be maintained pursuant to this Task Order shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Task

Order.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Task Order or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Task Order. Consultant is

not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal Task Order monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

(FPPC Reg. 18700(a)(2).)

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Task Order. All work performed by Consultant under this Task Order shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term

of this Task Order, any licenses, permits, insurance and approvals which are required by the City for its business.

16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Task Order or its failure to comply with any of its obligations contained in this Task Order, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements, Incorporation and Conflicts. Consultant, at Consultant's own cost and expense, shall procure and maintain insurance, for the duration of the Task Order, as required under Contract Number [3387](#) between the City and the Consultant. The terms of Contract Number [3387](#) between the City and the Consultant are incorporated by reference as if fully set forth herein. To the extent that any conflict exists between Contract Number [3387](#) and this Task Order, the terms of Contract Number [3387](#) shall control.

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

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

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

19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number **3387** stand alone and are unaffected by this Task Order.
20. Amendments. This Task Order may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial

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

California.

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

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

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

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

CITY OF OROVILLE

By: _____
Brian Ring, City Administrator

By: _____
Jay Lowe, Department Manager

APPROVED AS TO FORM:

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

Attachments:

Exhibit A - Consultant Scope

Exhibit B – **Fee Proposal/Schedule**

EXHIBIT “A”
SCOPE OF WORK
HISTORIC DOWNTOWN OROVILLE PHASE 1

SERVICES PROVIDED

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

PROJECT DESCRIPTION

The scope of work for Historic Downtown Oroville Phase 1-3 consists of pavement maintenance, rehabilitation, striping, and traffic calming measures south of the Feather River, east of Feather River Boulevard, and north of Mitchell Avenue, see Attachment A. All roadways within this bounded area will be evaluated and a determination will be made as to what extent the pavement needs to be resurfaced or removed and replaced. This project does not include improvements to sidewalk, curb, gutter, or any ADA improvements.

Task 1 Project Management

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

PROJECT ADMINISTRATION AND OVERHEAD

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

PROJECT COORDINATION

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

QUALITY ASSURANCE / QUALITY CONTROL

NorthStar Engineering’s approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 40 years. Two primary methods for consistently delivering a quality product

on-time and within budget; internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

Task 2 Topographic Survey and Base Mapping

NorthStar will retain the services of an Aerial Photogrammetrist to perform a topographic survey and provide a base map suitable for the planning of the new roadway rehabilitation projects within the Historic Downtown Oroville area. The topographic map shall include:

- Color Ortho Mosaic Photo @ 0.25' pixel size
- Planimetric mapping features within the roadway corridors (Approximately an 80' swath) that will include the following:
 - Existing striping
 - Tree canopy lines
 - Surface Roadway Features
 - Surface Utility Features

The aerial photogrammetric map shall be prepared at a 1" = 40' scale with 1' contours.

The vertical control will be on the North American Vertical Datum of 1988 (NAVD88). The topographic survey will be compiled in AutoCAD Civil 3D 2018.

A signed pdf file of the Topographic Base Map and the AutoCAD drawing file will be provided for the project teams use.

This task excludes the determination of street rights-of-way and underground utility compilation within the project area.

Task 3 Design – Phase 1

Schematic and Design Development

The schematic design completion serves multiple functions in the design process such as identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem solving and iterative design prevents unnecessary expenditure of resources on an errant design trajectory.

Design development will progress the schematic preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and technical specifications.

Based on the City's comments during weekly design meetings and periodic QA/QC technical reviews the project plans, specifications and estimate will be progressed to a 90% level of completion including preparation and inclusion of applicable bid documents. Additionally, this level of design will be developed to support submittal of the Request for Allocation for the construction phase of the project. The project plans will include label detailing, notes, and design refinements to support implementation of the project by any contractor. Similarly, project

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

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- Technical specifications

Final Design and Contract Documents

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

DELIVERABLES:

- One set of hard copy (letter size) and digital copy (pdf and MS Word) 100% level of project Bid Book including; Bid Requirements, Bid Documents, Contract Forms, General Conditions, and Technical Specifications.
- One set of 100% hard copy and digital copy of (24x36) documents

Task 4 Storm Drain MS4

It is our understanding that the City of Oroville does not follow MS4 standards and specifications. It is assumed that storm drain MS4 management system complying with Post Construction Standards will not be required for this project and is not included in the proposal.

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

Task 5 QA/QC

Projects completed internally by NorthStar for The City of Oroville will be subject to review by a council of project adjacent city employees and the responsible person(s) in charge after the project(s) at 60% and 90 % Completion. The QA/QC with the City of Oroville will be performed in lieu of an outside plan check and is for the city to ensure the scope of the project has been fulfilled and to address conflicts that remain prior to advertising and bidding.

Task 6 Bidding

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

Additionally, NorthStar will aid the City during the construction bidding and awarding process. Specifically, NorthStar will provide technical support to the City by answering and documenting questions from potential bidders and staff. NorthStar will also provide written responses to contractor requests for information (RFI's) during the bidding process and draft addendums as applicable.

NorthStar will coordinate and assist the Client with the following:

- Answer any questions from contractors and/or bidders
- Responses to questions will be provided via phone and/or email to the city. A formal response to any questions asked will be done with an addendum that will be released to all bidders

Task 7 Construction Management

The City of Oroville will be providing their own construction management and NorthStar anticipates playing a supporting role to the City. This means being available for the following tasks including but not limited to:

- Project Meetings on an as-needed basis
- Change orders and revisions
- Requests for information and submittal support
- Final inspection
- Document management support
- Punch list and Project Closeout

Tasks that can be provided at an additional cost:

- Inspection
- Material testing



EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: **\$ 128,261**

Task 1: Project Management	\$ 11,280
Task 2: Base Mapping	\$ 37,614
Task 3: Design	\$ 41,775
Task 4: MS4	\$ 3,740
Task 5: QA/QC	\$ 9,804
Task 6: Bidding	\$ 12,240
Task 7: Construction Management	\$ 11,808

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT: CLIENT:



BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

CONSULTANT:

BY: Fritz Mckinley
TITLE: Senior Engineer
LICENSE NO. RCE 59574
SIGNED: _____
DATE: _____

CONSULTANT:

BY: Michael Mays
TITLE: Senior Managing Surveyor
LICENSE NO. PLS 6967
SIGNED: _____
DATE: _____



EXHIBIT "C"
STANDARD HOURLY RATES
Effective July 1, 2022 through June 30, 2023*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$230.00
Senior Managing Engineer/Surveyor	\$210.00
Senior Engineer/Surveyor	\$188.00
Associate Engineer/Surveyor	\$166.00
Assistant Engineer/Surveyor	\$145.00
Junior Engineer	\$125.00
Senior Designer/Technician	\$136.00
Associate Designer/Technician	\$115.00
Assistant Designer/Technician	\$ 95.00
One Person with GPS/Robotic (Party Chief)	\$185.00
Two-Person Survey Crew	\$250.00
Party Chief (Prevailing Wage)	\$205.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

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

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner	\$175.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$165.00
Administrative	\$100.00

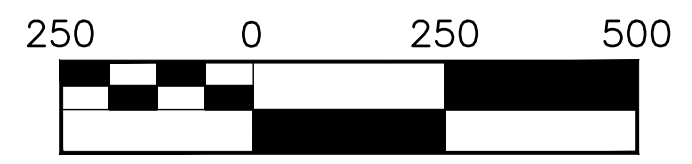
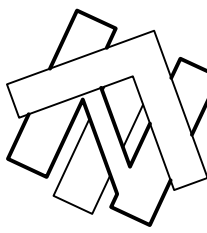
Other

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

*Rates typically increase 4-5% per year



Attachment A: Project Extents



Designed: FPM	Revision	Date	By
Drawn By: MKG			
Approved:			
Date:			

**NORTHSTAR**

111 MISSION RANCH BLVD, SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

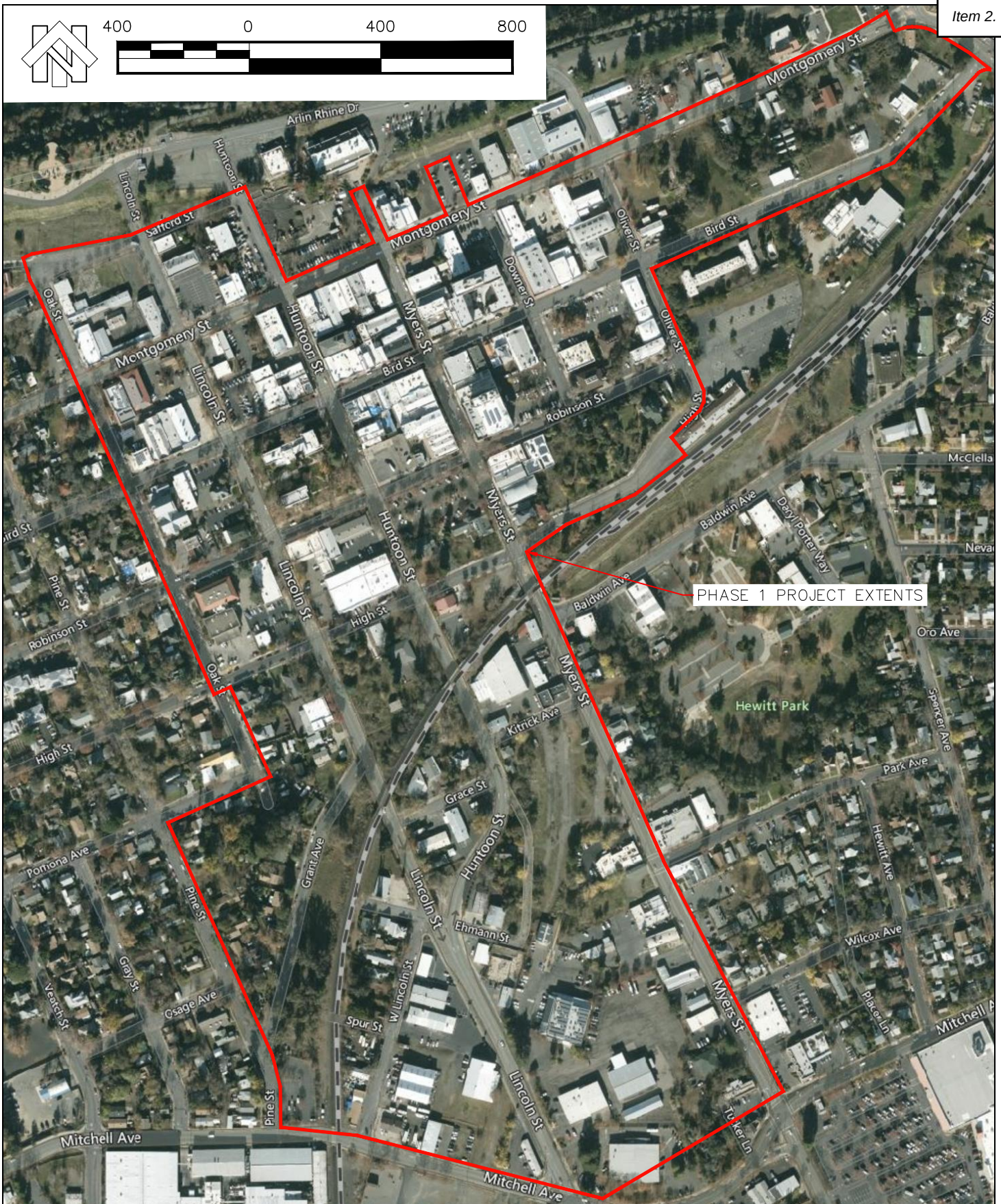
PROJECT EXTENTS -ALL PHASES			
HISTORIC DOWNTOWN OROVILLE			
APN Number N/A	Job Number 21-103	Scale 1"= 250' Horz. N/A Vert.	Sheet 1 Of 4



400 0 400 800



Item 2.



PHASE 1 PROJECT EXTENTS



NORTHSTAR

111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

PHASE 1 - PROJECT EXTENTS

HISTORIC DOWNTOWN OROVILLE

Job Number
21-103

1" = 400' Scale
Horz. N/A
Vert.

Date: 2/1/2023
Sheet 2 Of 4

TASK ORDER #19
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of _____, 2023, by and between the City of Oroville ("City") and **NorthStar** ("Consultant").

RECITALS

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

TASK ORDER

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's proposal attached as Exhibit "A" which is incorporated herein by reference.

2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$100,912.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task

Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Task Order, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Task Order creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Task Order ("Documents and Data").

- Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Task Order. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Task Order shall be at City's sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Task Order shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under

this Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Task Order.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
- c. Any records or documents required to be maintained pursuant to this Task Order shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Task

Order.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Task Order or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Task Order. Consultant is

not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal Task Order monitoring; and
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(FPPC Reg. 18700(a)(2).)

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14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term

of this Task Order, any licenses, permits, insurance and approvals which are required by the City for its business.

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City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

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

19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number **3387** stand alone and are unaffected by this Task Order.
20. Amendments. This Task Order may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial

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

California.

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

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

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

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

CITY OF OROVILLE

By: _____
Brian Ring, City Administrator

By: _____
Jay Lowe, Department Manager

APPROVED AS TO FORM:

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

Attachments:

Exhibit A - Consultant Scope

Exhibit B – **Fee Proposal/Schedule**

EXHIBIT “A” SCOPE OF WORK

WYANDOTTE AVENUE STORM DRAIN REPAIR

SERVICES PROVIDED

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

PROJECT DESCRIPTION

The scope of for the Wyandotte Avenue Storm Drain Repair project is to create a solution to contain and distribute overland flow from the properties tributary to the existing storm drain system on Wyandotte and Richter Avenue. Solutions to the storm water management system will include analyzing where the existing system can be repaired, removing and replacing existing pipelines, incorporating new infrastructure, and developing a way to dissipate the volume of water.

Task 1 Project Management

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

Project Administration and Overhead

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

Project Coordination

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

Quality Assurance / Quality Control

NorthStar approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 40 years. Two primary methods for consistently delivering a quality product on-time and within budget are internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

Task 2 Topographic Survey and Basemapping

NorthStar will perform a topographic survey and provide a base map suitable for the design of the storm drain system. The survey will include the limits shown in Exhibit A falling between the road right-of-ways and City of Oroville property. The topographic map shall include:

- Surface improvements
- Underground utilities compiled from utility surface features, survey of storm drain system, as-built plans, and franchise utility system maps (research performed by NorthStar).
- Above ground utilities; power poles, hydrants, and utility lids.
- Fence Lines
- Trees larger than 5" diameter, measured at breast height.
- Right-of-way Lines compiled from record information
- Surface Roadway Features, tops, toes, edge, existing striping, signage, etc.

The vertical control will be on the North American Vertical Datum of 1988 (NAVD88). The topographic survey will be compiled in AutoCAD Civil 3D 2018 and 2022. A signed pdf file of the Topographic Base Map and the AutoCAD drawing file will be provided for the project teams use.

Right-of-way lines shown on existing recorded maps within the project area will be depicted on the topographic survey where sufficient monuments can be found based on said record mapping. This will not be a boundary survey.

Task 3 Design

Schematic and Design Development

The schematic design completion serves multiple functions in the design process such as identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Design development will progress the schematic preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and technical specifications.

Based on the City's comments during weekly design meetings and periodic QA/QC technical reviews the project plans, specifications and estimate will be progressed to a 90% level of completion including preparation and inclusion of applicable bid documents. Additionally, this level of design will be developed to support submittal of the Request for Allocation for the construction phase of the project. The project plans will include label detailing, notes, and design refinements to support implementation of the project by any contractor. Similarly, project specifications and engineer's estimate will be refined to support successful implementation of the project.

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- Technical specifications

Final Design and Contract Documents

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

DELIVERABLES:

- One set of hard copy (letter size) and digital copy (pdf and MS Word) 100% level of project Bid Book including; Bid Requirements, Bid Documents, Contract Forms, General Conditions, and Technical Specifications.
- One set of 100% hard copy and digital copy of (24x36) documents

Task 4 Storm Drain MS4

It is our understanding that the City of Oroville does not follow MS4 standards and specifications. It is assumed that storm drain MS4 management system complying with Post Construction Standards will not be required for this project and is not included in the proposal.

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

Task 5 QA/QC

Projects completed internally by NorthStar for The City of Oroville will be subject to review by a council of project adjacent city employees and the responsible person(s) in charge after the project(s) at 60% and 90 % Completion. The QA/QC with the City of Oroville will be performed in lieu of an outside plan check and is for the city to ensure the scope of the project has been fulfilled and to address conflicts that remain prior to advertising and bidding.

Task 6 Bidding

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

Additionally, NorthStar will aid the City during the construction bidding and awarding process. Specifically, NorthStar will provide technical support to the City by answering and documenting questions from potential bidders and staff. NorthStar will also provide written responses to contractor requests for information (RFI's) during the bidding process and draft addendums as applicable.

NorthStar will coordinate and assist the Client with the following:

- Answer any questions from contractors and/or bidders
- Responses to questions will be provided via phone and/or email to the City. A formal response to any questions asked will be done with an addendum that will be released to all bidders.

Task 7 Construction Management

The City of Oroville will be providing their own construction management and NorthStar anticipates playing a supporting role to the City. This means being available for the following tasks including but not limited to:

- Project Meetings on an as-needed basis
- Change orders and revisions
- Requests for information and submittal support
- Final inspection
- Document management support
- Punch list and Project Closeout

Tasks that can be provided at an additional cost:

- Inspection
- Material testing

PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Landowner coordination: including right of way appraisals and acquisitions when necessary
- SWPPP can be provided for additional cost
- Construction staking can be provided for an additional cost
- Traffic control plans
- Utility improvements other than drainage
- Right-of-way/ boundary survey
- Geotechnical survey



COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$ 100,912.00

Task 1: Project Management	\$ 8,984
Task 2: Topographic Survey & Base Map	\$ 23,118
Task 3: Design	\$ 37,584
Task 4: MS4	\$ 1,826
Task 5: QA/QC	\$ 10,556
Task 6: Bidding	\$ 6,928
Task 7: Construction Management Support	\$ 11,906



IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT: CLIENT:

BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

CONSULTANT: CONSULTANT:

BY: Fritz Mckinley
TITLE: Senior Engineer
LICENSE NO. RCE 59574
SIGNED: _____
DATE: _____

BY: Lambert O. Lowe
TITLE: Senior Engineer
LICENSE NO. RCE 59077
SIGNED: _____
DATE: _____



STANDARD HOURLY RATES

Effective July 1, 2022 through June 30, 2023*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$230.00
Senior Managing Engineer/Surveyor	\$210.00
Senior Engineer/Surveyor	\$188.00
Associate Engineer/Surveyor	\$166.00
Assistant Engineer/Surveyor	\$145.00
Junior Engineer	\$125.00
Senior Designer/Technician	\$136.00
Associate Designer/Technician	\$115.00
Assistant Designer/Technician	\$ 95.00
One Person with GPS/Robotic (Party Chief)	\$185.00
Two-Person Survey Crew	\$250.00
Party Chief (Prevailing Wage)	\$205.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

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

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner	\$175.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$165.00
Administrative	\$100.00

Other

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

*Rates typically increase 4-5% per year



Attachment A: Project Extents Exhibit



300 0 300 600



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA 95964

PROJECT EXTENT

WYANDOTTE STORM DRAIN REPAIR

Job Number 21-103	Scale 1" = 300' Horz.	N/A Vert.	Date: MARCH 2022 Sheet 1 Of 86
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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: MATT THOMPSON, PE, ACTING CITY ENGINEER

**RE: PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA
TRANSPORTATION COMMISSION (CTC) FOR FUNDING COMPLIANCE**

DATE: MAY 16, 2023

SUMMARY

The Council may consider adopting the attached resolution and authorize the City Engineer and Financial Director to submit a list of prioritized roads and streets for rehabilitation to the CTC for compliance with CTC guidelines. The CTC requires the submittal for the City to be eligible for additional funding under Senate Bill 1 (SB 1) and Assembly Bill 135 (AB 135).

DISCUSSION

The Road Repair and Accountability Act of 2017 (SB 1 Beall) includes a substantial boost in Local Streets and Roads Funding over the Highway Users Tax Account allocations that cities and counties have been receiving. The Act establishes a new Road Maintenance and Rehabilitation Account (RMRA) in the state treasury and allocates amounts to cities and counties from that account based on statutory formulas.

The Road Repair and Accountability Act contains a local agency maintenance of effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new roads funds do not supplant existing levels of city and county general revenue spending on streets and roads. The MOE for the receipt of RMRA funds states that a city or county must maintain general fund spending for street, road, and highway purposes at no less than average of 2009–10, 2010–11, and 2011–12 years. The average general fund allocation for these three fiscal years was \$832,205.00. In making this calculation certain one-time funds may be excluded. A city or county that fails to comply in a particular year may make it up with in additional expenditures in the following year.

The Act provides that the State Controller may perform audits to ensure compliance with these MOE rules. If the State Controller determines that a city or county has not met its MOE, the agency will be required to reimburse the State for the funds it received during that fiscal year. However, a city or county that fails to comply in a particular fiscal

year may expend during that fiscal year and the following fiscal year a total amount that is sufficient to comply. Any funds withheld or returned as a result of a failure to comply will be reapportioned to the other counties and cities whose expenditures are in compliance.

In order to maintain compliance with state requirements and assure that the City of Oroville continues to receive its share of funding, City Staff must submit our prioritized list of roads and streets for rehabilitation and repair. The CTC does not “approve” or “deny” project lists, they simply gather the cities’ project lists into a State database for transparency and accountability purposes.

FISCAL IMPACT

Project Design, Construction, and Construction Management is funded by RMRA Funds from SB 1. Adoption of resolution will have no immediate impact to the City’s local transportation fund or general fund. However, submittal of list to CTC will assure future allocations of funding from the State to the City for road repair and rehabilitation.

RECOMMENDATION

Adopt Resolution No. 9136 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

ATTACHMENTS

A – Resolution incorporating the 2023-2024 Projects List into the City Budget utilizing SB 1 Funds

**CITY OF OROVILLE
RESOLUTION NO. 9136**

**CITY OF OROVILLE RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$492,699.00 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the 7th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has developed this project list using various input channels which include but are not limited to public comments and city staff recommendations.

WHEREAS, the City determined the projects on this SB 1 project list to be of the highest priority to ensure revenues are being used to benefit the communities transportation infrastructure where it is needed most.

WHEREAS, the funding from SB 1 will help the City of Oroville maintain and rehabilitate various streets/roads, and add active transportation infrastructure throughout the City this year; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "good" condition; however, internal assessment finds the roads to be in an "at-risk/poor" condition, and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of Oroville, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

SR-162 ATP Pedestrian Mobility and Safety Improvement Project.

- Construction of curb, gutters, sidewalks, pedestrian crossings, median curb, HAWK pedestrian signal, buffered bike lanes, striping, pedestrian pathway to Feather River Trail and bring existing curb ramps to ADA compliance. This project is partially funded by a Federal ATP Grant (Cycle 3).
- SR-162 (Oro Dam Boulevard) from SB70 off ramp to Foothill Boulevard and Orange Avenue.
- Construction to start Fall 2023 and finish fall 2024.
- Estimated useful life: 15 years.

Oro Dam Boulevard East Rehabilitation Project.

- Design and construction which will result in rehabilitation of 3800 linear feet of roadway, Installation of new ADA curb ramps, existing curb ramps to ADA compliance, striping of roadway, crosswalks and bike lanes.
- Oro Dam Boulevard East from SR-162/Washington Ave to Orange Avenue.
- Design to start summer 2023 and finish spring 2024. Construction to start summer 2024 and finish fall 2024.
- Estimated useful life: 15 years.

Georgia Pacific Way Pavement Rehabilitation Project.

- Design and Construction which will result in rehabilitation of approximately one mile of roadway, bringing existing curb ramps to ADA compliance, rehabilitation of rail crossings, and striping.
- Georgia Pacific Way from Feather River Boulevard to Baggett Marysville Road.
- Design to start summer 2023 and finish spring 2024. Construction to start summer 2024 and finish fall 2024.
- Estimated useful life: 20 years.

Norton Street Reconstruction Project.

- Design and Construction which will result in reconstruction of 700 feet of roadway, ADA curb ramps, drainage improvements, sidewalks, and on-street parking.
- Norton Street from Bridge Street to Montgomery Street.
- Design to start summer 2023 and finish winter 2024. Construction to begin Spring 2025 and finish fall 2025.
- Estimated useful life: 20 years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Oroville is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Ophir Road Pavement Rehabilitation Project

- Design and Construction which will result in pavement rehabilitation of roadway surface and striping.
- Ophir Road from the Baggett Marysville Road to Kusel Road.
- Design started October 2022 and is estimated to be finished Summer 2024. Construction to begin Spring 2025 and finish Fall 2025.
- Estimated useful life 20 years.

Washington Avenue Rehabilitation Project.

- Design and Construction which will result in pavement rehabilitation of 3400 feet of roadway, bring existing curb ramps to ADA compliance, drainage improvements, striping, bike lanes.
- Washington Avenue from SR-162/Oro Dam Boulevard to the Railroad Crossing bridge on Washington Avenue.
- Design started summer 2022 and is estimated to finish fall 2023. Construction to begin Spring 2024 and finish Fall 2024.
- Estimated useful life: 15 years.

Montgomery Roundabout Rehabilitation Project

- Design and Construction which will result in rehabilitation of pavement surface, striping, installation of pedestrian crossing beacons, and aesthetics repair.
- Roundabout at the intersection of Table Mountain Boulevard, Washington Avenue, and Montgomery Street.
- Design started Summer 2022 and is estimated to finish summer 2023. Construction to start Summer 2023 and finish Fall 2023
- Estimated useful life: 15 years.

Linden Avenue Rehabilitation Project

- Design and Construction which will result in pavement rehabilitation of 400 feet of roadway, striping, ADA curb ramp compliance, drainage improvements, road widening to meet fire code, curb, gutter, and on street parking.
- Linden Avenue from Orange Avenue to Montgomery Street.
- Design started Summer 2022 and is estimated to finish Fall 2023. Construction to start Spring 2024 and finish Fall 2024.
- Estimated useful life: 20 years.

South 5th Avenue Rehabilitation Project

- Design and Construction which will result in pavement rehabilitation of 2500 feet of roadway, striping, ADA curb ramps, bike lanes, and drainage improvements.
- South 5th Avenue from Oro Dam Boulevard/SR-162 to Cal Oaks Road.
- Design to Start Spring 2023 and finish Spring 2024. Construction to start Summer 2024 and finish Fall 2024.
- Estimated useful life: 20 years.

Lower Wyandotte Road Rehabilitation Project

- Design and Construction which will result in pavement rehabilitation of 4700 feet of roadway, striping, ADA curb ramp compliance, and drainage improvements.
- Lower Wyandotte Road from V7 Road to Wyandotte Avenue.
- Design to start Spring 2023 and finish Summer 2024. Construction to Fall 2024 and finish Winter 2024.
- Estimated useful life: 20 years.

Historic Downtown Oroville Slurry Project

- Design and Construction which will result in crack filling, pothole repair, small location pavement replacement and slurry seal.
- Downtown Oroville from Lincoln Street to Oliver Street and Safford Street to Mitchell Avenue.
- Design to start Summer 2023 and finish Spring 2024. Construction to Start Summer 2024 and finish Fall 2024.
- Estimated useful life: 15 years.

Oro Dam Boulevard East Slope Repair and Striping Project

- Design and Construction which will result in striping, and slope repair.
- Oro Dam Boulevard East from Acacia to 500ft East of Pine Oaks Road.
- Design started Summer 2022 to finish Fall 2023. Construction to start Spring 2024 and finish Summer 2024.
- Estimated useful life: Striping 10 years, Slope repair 30 years.

Nelson Avenue Pavement Reconstruction Project

- **Design and Construction which will result in pavement reconstruction of 2 intersections, ADA curb ramp compliance, striping, and pedestrian crosswalks.**
- **Nelson Avenue from 3rd Street to 4th Street.**
- **Design started Spring 2022 to finish Fall 2023. Construction to start Spring 2024 and finish Fall 2024.**
- **Estimated useful life: 20 years.**

PASSED AND ADOPTED by the City Council of the City of Oroville, State of California this 16 day of May, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVE:

Jackie Glover, Assistant City Clerk

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: MATT THOMPSON, P.E. ACTING CITY ENGINEER

RE: AWARD OF CONTRACT; NELSON AVENUE PAVEMENT REHAB PROJECT

DATE: MAY 16, 2023

SUMMARY

The Council may consider awarding a contract to Knife River Construction for the construction of the Nelson Avenue Pavement Rehab Project.

DISCUSSION

This project is at the intersection of Nelson Avenue and the SB 70 Offramp. This project is for reconstruction of the roadway and subsurface in the intersection, and reconstruction of the access ramp on the southwest corner.

Plans and Specifications were issued for bid on February 6, 2023, and bids were received on March 14, 2023.

Due to efforts to coordinate with Thermalito Water and Sewer on a project they need to complete at the same location, staff are working with them to determine the best time for the project to commence. Once the construction contract is awarded the contractor will be brought in to further determine the construction timeline. Tentative finish by date is December 1, 2023.

The low bidder was Knife River Construction at \$257,526.56. The engineer's estimate was \$255,274.83 with contingencies. Staff recommends allocating a contingency of approximately \$26,000.00 (10%) on the low bid for field changes and adjustment due to unforeseen circumstances.

FISCAL IMPACT

Funds for this project were budgeted into the 22/23 fiscal year budget using SB1 Special Gas Tax Funds, but due to construction being postponed to Fall of the 2023, these funds from the 22/23 fiscal year budget will be rolled into the 23/24 fiscal year budget. Funds in the amount of \$283,526.56 will come from the Special Gas Tax Fund (SB1) 5071-6230, Local Transportation Fund – Maintenance Streets.

RECOMMENDATION

Staff recommends awarding a contract to Knife River Construction for \$257,526.56 and allocating \$26,000.00 for contingencies. Staff recommends the Council authorize the City Administrator to execute the contract.

ATTACHMENTS

Bid Summary

Construction Contract

Nelson Avenue Pavement Rehab Project		
Contrator	Bid Amount	Rank
Knife River Construction	\$ 257,526.56	1
All-American Construction, Inc	\$ 267,942.00	2
Franklin Construction	\$ 284,660.00	3
Santos Excavating	\$ 311,025.30	4
R&R Horn Contracting	\$ 365,093.00	5
Darren Taylor Construction	\$ 378,101.34	6

PROJECT CONTRACT

THIS PROJECT CONTRACT (the “contract” or “Contract”) is made and entered into this day of _____, by and between City of Oroville (referred to herein as the “Owner” or the “City”) and Baldwin Contracting Company, Inc. dba Knife River Construction (the “Contractor”).

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

1. THE CONTRACT DOCUMENTS.

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

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

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor, and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a “good and workmanlike manner” as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

“Nelson Avenue Pavement Rehab”

3. CONTRACT PRICE.

The City agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$257,526.56. In no event shall Contractor’s compensation exceed the amount of \$257,526.56 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

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

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

5. PAYMENT.

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

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 45 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless a written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Hundred Dollars (\$3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

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

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

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

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$2,700 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or

subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

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

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

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

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

12. CIVIL RIGHTS.

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

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

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

14. INFORMATION AND REPORTS.

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

15. SANCTIONS FOR NONCOMPLIANCE.

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

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

16. INSPECTION OF RECORDS.

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

17. RIGHTS IN INVENTIONS.

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

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed

by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

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

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

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

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

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

20. INCORPORATION OF PROVISIONS.

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

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

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

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

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

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

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

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

24. ENERGY CONSERVATION REQUIREMENTS

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

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

AGENCY: City of Oroville (First Party)

By: _____
Brian Ring

City Administrator
(Official Title)

CONTRACTOR: _____(Second Party)

By: _____
(Authorized Representative)

(Official Title)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

RE: FORECLOSURE OF 1218 BIRD STREET

DATE: MAY 16, 2023

SUMMARY

The City Council may consider initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 1218 Bird Street, Oroville (APN 012-076-007).

DISCUSSION

Staff is seeking authorization from the Council to initiate foreclosure on the property located at 1218 Bird Street. On June 14, 2006, the City assisted Julie Green with a Home Rehabilitation Loan of \$164,993.89. Staff received notification that property owner Julie Green had passed away on June 4, 2022. At that time, the Estate was notified that the remaining City of Oroville lien on the property was due and payable in a total amount of approximately \$248,117.93. Staff was advised that the estate was going through probate and the house would be listed and the liens paid off as soon as probate was finished.

Staff received a Notice of Default for the first mortgage, U.S. Bank National Association, which holds the 1st lien position. Staff was notified by Mrs. Green's daughter that they were going to let the house go through foreclosure. The approximate amount to cure the default and to secure the City's lien position would be \$73,915.29. Comparable properties show the value of 1218 Bird Street to be approximately \$293,132.00.

Address	Amount Due to Primary Lender	Amount of City Loans	Total Loans	Value Based on Comparable
1218 Bird Street	\$73,915.29 through 4/2/2023	\$248,177.93	\$322,093.22 (approx.)	\$293,132.00

If the City Council authorizes staff to secure the City's interest in this property; staff is proposing that the property be resold on the open market "as-is" to recoup the majority of the City's interest.

FISCAL IMPACT

There is no general fund impact. Approximately \$73,915.29 will be needed to cure the default with an additional \$5,000 for foreclosure and title fees from Fund 221, budget unit 7011, account number 6360, project code 1418910. There is a current available balance of \$788,006.

RECOMMENDATION

Adopt Resolution No. 9134 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1218 BIRD STREET., OROVILLE (APN 012-076-007)

ATTACHMENTS

Resolution 9134



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND OROVILLE CITY COUNCIL MEMBERS

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

**RE: LETTER OF SUPPORT TO USDA RURAL DEVELOPMENT TO
REDESIGNATE THE CITY OF OROVILLE TO RURAL DESIGNATION**

DATE: MAY 16, 2023

SUMMARY

The Council will consider a letter of support to the USDA Rural Development during the 90-day comment period to consider redesignating the City of Oroville back to Rural Designation.

DISCUSSION

The USDA is currently reviewing their rural maps after the 2020 census. There is support at the state level to redesignate the City of Oroville back to having rural designation. This is helpful for the City because it opens it up for all of the USDA funding programs that are currently available to rural communities, including: housing, community facilities, wastewater, community development, and broadband.

Prior to the 1980 census, the City of Oroville was considered eligible. During the census review, even though the City of Oroville had just over 10,000 residents, it lost its rural status. Unfortunately, over the past 40+ years, the City of Oroville has not grown significantly, and could have used multiple USDA programs to support its residents. Since that time, demand for affordable homeownership in Oroville has not declined.

While Butte County has a median annual income of about \$60,000, Oroville's median income is just \$38,801. Twenty-one percent of Oroville's residents live in poverty. Butte County has suffered from a lack of affordable housing, particularly homeownership, that has been exacerbated by the Camp Fire and the resulting rising housing costs. The median sales price of a home in Oroville is \$305,000, which is out of reach for a low-income household with a traditional mortgage product. Oroville's population following the 2020 census was 20,042, just 42 people over the 20,000 rural area population limits. In July of 2021, the population of Oroville is estimated at just 19,893, and has seen an .8% decline.

There is a comment period that is open right now. It ends on June 8, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

Authorize Letter of Support to redesignate the City of Oroville to Rural Designation for USDA Rural Development Housing Programs.

ATTACHMENTS

Draft Letter of Support



City of Oroville

David Pittman
Mayor

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 – FAX (530) 538-2584
www.cityoforoville.org

May 16, 2023

US Department of Agriculture
Rural Development
430 G Street
Davis, CA, 95616

RE: 90-day comment period
Notice of Potential Changes to Eligible Area Maps for USDA Rural Development Housing Programs

Dear USDA Rural Development California State Office,

The City of Oroville would like to comment on your March 8th publication regarding the fiscal year 2023 rural area periodic review based on the 2020 census data. Specifically we would like to comment on our community of Oroville, Butte County, being reconsidered for eligibility. We are very familiar with Oroville and its affordable housing challenges and opportunities.

Prior to the 1980 census, the City of Oroville was considered eligible. During the census review, even though the City of Oroville had just over 10,000 residents, it lost its rural status. Unfortunately, over the past 40+ years, the City of Oroville has not grown significantly, and could have used multiple USDA programs to support its residents. Since that time, demand for affordable homeownership in Oroville has not declined.

Historically, the City of Oroville has had strong ties to agriculture. There were (and remain) mandarin groves within city limits. The surrounding areas include olive orchards, vineyards, and cattle grazing. Prior to the pandemic, a significant portion of the City's relatively large Hmong population earned their living through small family farms, selling their produce at local farmer's markets. They are currently rebuilding their family-run businesses post-pandemic.

While Butte County has a median annual income of about \$60,000, Oroville's median income is just \$38,801. Twenty-one percent of Oroville's residents live in poverty. Butte County has suffered from a lack of affordable housing, particularly homeownership, that has been exacerbated by the Camp Fire and the resulting rising housing costs. The median sales price of a home in Oroville is \$305,000, which is out of reach for a low-income

household with a traditional mortgage product. Oroville's population following the 2020 census was 20,042, just 42 people over the 20,000 rural area population limit for areas suffering from a serious lack of mortgage credit for lower income families and not contained within an MSA. In July of 2021, the population of Oroville is estimated at just 19,893, and has seen an .8% decline.

The City of Oroville strongly supports Oroville becoming an eligible area for USDA Rural Development housing services. We believe that access to USDA resources such as self-help housing and other affordable loan products, community facility grants, and funding for wastewater and broadband infrastructure will support our community's growth, particularly after the devastating Camp Fire in 2018 and North Complex Fire in 2020

Thank you in advance for your consideration.

Sincerely,

David Pittman
Mayor, City of Oroville

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATOR
SCOTT E. HUBER, CITY ATTORNEY**

**RE: RESOLUTION SUPPORTING THE PERIODIC DISPLAY OF AIRCRAFT
OF HISTORICAL SIGNIFICANCE AT THE OROVILLE AIRPORT**

DATE: MAY 16, 2023

SUMMARY

The Council may consider the approval of a resolution in support of the periodic display of aircraft of historical significance at the Oroville Airport.

DISCUSSION

Static aircraft displays have proliferated at municipal airports, at veterans' facilities, and on military installations. Because aircraft are designed for constant and careful maintenance, they are poorly suited for permanent outdoor display. However, there are significant public benefits to the outdoor display of aircraft, most importantly the encouragement of younger individuals to consider entering one of the many career fields in aviation, and to encourage enlistment in the armed forces.

Static display of historical aircraft fulfill interpretive and landscape architectural roles, and serve both casual and deliberate audiences. They can also be understood as a kind of public art, or at least fulfilling roles similar to public art, and their effects can be measured in ways that are similar to public art installations.

The City has received a request from members of the public and the aviation community to support and encourage the periodic static display of aircraft at the Airport. The support requested is passage of a resolution to encourage those with aircraft of historical significance, as defined in Revenue and Taxation Code section 220.5.

Council will consider approval of the resolution.

FISCAL IMPACT

None. Individuals who display historical aircraft for at least 12 calendar days per year may qualify for a waiver of property taxes on the historical aircraft.

RECOMMENDATION

Approve Resolution No. 9135 - A RESOLUTION OF THE OROVILLE CITY COUNCIL DECLARING SUPPORT FOR THE PERIODIC DISPLAY OF AIRCRAFT OF HISTORICAL SIGNIFICANCE AT THE OROVILLE AIRPORT.

ATTACHMENTS

Resolution No. 9135

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9135**

A RESOLUTION OF THE OROVILLE CITY COUNCIL
DECLARING SUPPORT FOR THE PERIODIC DISPLAY OF AIRCRAFT OF
HISTORICAL SIGNIFICANCE AT THE OROVILLE AIRPORT

WHEREAS, the City of Oroville operates the Oroville Municipal Airport; and

WHEREAS, aviation is a vital component to the national transportation system and to the local economy; and

WHEREAS, support for aviation and aerospace, including aircraft maintenance, aerospace engineering, aircraft design, pilot and flight attendant services, and other supporting jobs are in decline in the United States; and

WHEREAS, the periodic display of historic aircraft by tenants and patrons of the Oroville Municipal Airport will encourage citizens to enter the aviation field or the armed services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Oroville City Council that the City of Oroville supports the periodic static display of historical aircraft at the Oroville Municipal Airport by its tenants and patrons.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 16, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
WES ERVIN, PRINCIPAL PLANNER**

**RE: MEMORANDUM OF UNDERSTANDING WITH EXPERT ADVISORY
TEAM VISIT TO SOUTH OROVILLE TO MAKE REVITALIZATION
RECOMMENDATIONS**

DATE: MAY 2, 2023

SUMMARY

Staff has invited a group of emeritus planners from the California Chapter of the American Planning Association to visit in June, conduct community workshops, and make recommendations to help revitalize South Oroville.

DISCUSSION

The California Chapter of the American Planning Association (APA) has a pro bono planning advisory service available to resource challenged or disadvantaged communities. Staff has approached APA about South Oroville, and their Community Planning Assistance Team (CPAT) is interested and available to visit in the June timeframe.

Their visit would include a site tour, review of all available reports and prior plans, a community workshop, meetings, and a follow-up report. The report would suggest a master plan for revitalization of the area, which would include identifying roadblocks to economic development, suggested rezonings, ideas for creating a village center, and possible catalyst projects.

The city annexed South Oroville in 2015 as-is as a disadvantaged community. Since annexation, several studies have been completed or are underway, and some smaller projects have been undertaken, but the city has not had the resources or a cohesive strategy to implement significant reforms. This visit and subsequent report will be a good opportunity for an organized approach to revitalization.

FISCAL IMPACT

The advice is free, but the city must cover travel costs, not to exceed \$8,000. Staff is asking HCD to allow an adjustment to the scope of the SB2 Grant to direct more funds to South Oroville. Interim funds would come from the city's Revolving Loan Fund 233, Budget Unit 7111, Project Code 4608460.

RECOMMENDATION

Staff recommends the following actions:

1. Direct the City Administrator to execute the MOU once signed by APA, which includes travel cost expenditures of up to \$8,000.

ATTACHMENTS

1. Draft MOU with APA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERICAN PLANNING ASSOCIATION, CALIFORNIA CHAPTER
AND
THE CITY OF OROVILLE**

This Memorandum of Understanding ("MOU"), dated [REDACTED], 2022, is hereby made and entered into by the American Planning Association, California Chapter (hereinafter referred to as "APACA") and the City of Oroville (hereinafter referred to as "City"), collectively referred to as the Parties or Party.

I. PURPOSE

The purpose of this MOU is to outline the responsibilities of each Party involved in a community planning assistance project to take place in the City from June [REDACTED], 2023, through June [REDACTED], 2023, which may be extended upon mutual consent by APACA and City. Operating through APACA's Community Planning Assistance Team ("CPAT") program, APACA will conduct, through its affiliated organization the Planner Emeritus Network ("PEN"), a pro bono technical assistance project focused on the South Oroville area of the City. ("Project").

On [REDACTED], the City was notified that its proposal had been endorsed by the PEN Board on [REDACTED], and the APACA Executive Board on [REDACTED].

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

APACA's CPAT program provides pro bono professional planning assistance to financially constrained municipalities and community groups to help solve specific local planning problems. The City seeks to receive assistance from APACA to engage in a visioning exercise with the City Council, community members, and stakeholders regarding possible options and strategies to help revitalize a roughly 380-acre 80 square-block area known as South Oroville that was annexed into the City in 2015, and comprises residential, commercial and mixed use Zoned parcels.

A. APACA

APACA is a not-for-profit organization operating wholly within the State of California, a chapter of the national American Planning Association, an independent, not-for-profit 501(c)(6) organization. Among its service programs is the CPAT program, which pairs a multidisciplinary team of expert planning professionals from around California with community members, key stakeholders, and relevant decision makers to foster community education, engagement, and empowerment. Each team is selected for the specific expertise needed on the Project to offer pro bono assistance that promotes a sustainable, livable, economically vibrant, and healthy community,

B. City of Oroville

The City of Oroville is located in Butte County in the Sierra Nevada Foothills within the Northern Sacramento Valley. The City is considered the gateway to Lake Oroville and Feather River recreational areas. Lake Oroville, which is adjacent to the City, is the second largest lake in California. Lake Oroville was created with the construction of the Oroville Dam, the tallest

earthen dam in the United States. The lake offers many sporting activities throughout the year, such as skiing, sailing, swimming, fishing, camping and picnicking.

The City of Oroville has a population of approximately 20,000 and is a key industrial and commercial center within Butte County.

The City submitted background information and a CPAT application to the PEN CPAT Committee on February 20, 2023 (Exhibit A). The application requests the assistance of a CPAT to engage in a visioning exercise in which the City Council and community members would be lead through a process to reimagine the possibilities for South Oroville. The goal is to establish a community vision that will allow the City to create a new master plan for redevelopment of the area, including identifying roadblocks to redevelopment, suggested rezonings, possible village center creation, and suggested catalyst projects.. Eliminating blight and creating an economically and fiscally sustainable development are additional goals.

III. RESPONSIBILITIES UNDER THIS MOU

A. APACA/PEN Responsibilities

APACA, through PEN, will conduct a CPAT Project to provide planning assistance to the City. The Project will focus on options and strategies for revitalizing South Oroville. In accordance with criteria and procedures of the CPAT program, the PEN CPAT Committee and recruited volunteer members will perform the following tasks consistent with the terms of this MOU:

1. Appoint a qualified professional to serve on a volunteer basis as the CPAT Project Leader;
2. Recruit **three to five** other volunteers to participate on the CPAT with the expertise needed for the Project, including individuals with housing, master planning, infrastructure, economic development, and meeting facilitation expertise;
3. Collaborate with the Local Project Coordinator appointed by the City Manager to develop a detailed process, time schedule, and desired outcomes and deliverables for the CPAT Project;
4. Work with the Local Project Coordinator to establish dates, times, and duration for the CPAT preparation meetings, site visit, and charrette or workshop;
5. Review relevant background reports, technical studies, and other information supplied by the City regarding South Oroville and the city;
6. With input from the City, organize, lead, and facilitate a charrette or community workshop with preparation of supporting materials;
7. Provide back-up support to the City on public information and community and press inquiries about the Project;
8. Complete a draft CPAT Project Report after the charrette or community workshop for review by the City that is anticipated to include: summary of community comments and preferences; discussion of primary issues, opportunities, and constraints; consensus on guiding principles and development approach; and observations, options, and recommendations on next steps; and

9. Produce a final CPAT Project Report following City review and input that will be provided to the City in a printable digital format and posted publicly on the APACA CPAT website.

B. City of Oroville Responsibilities

The City will provide support to the CPAT and ensure that the Project needs are satisfied in a timely manner. Specifically, the City will assume the following responsibilities to support the CPAT project:

1. Designate a Local Project Coordinator and Support Committee to work with the CPAT Project Leader and team members during the duration of the CPAT Project and to participate at the charrette or community workshop;
2. Coordinate with the CPAT Project Leader a date and organize an initial site visit to tour the City with a focus on South Oroville and surrounding areas;
3. Arrange preparation meetings and introductions and interviews with Councilmembers and key stakeholders, and provide a virtual platform for these meetings and interviews;
4. Share with the CPAT available information on the South Oroville, including but not limited to, GIS maps, data, general plan, zoning regulations, design guidelines, site history, , and technical reports (e.g., blight surveys, planning studies, infrastructure studies, and economic and financial feasibility analyses); materials to be provided in electronic format and shared in an online folder created for the Project;
5. Arrange and secure meeting space, equipment, and materials for the site visit, on-site meetings, and the charrette or community workshop, as needed;
6. Arrange lodging, ground transportation, meals, and local workspace with high-speed internet for CPAT members, upon request of CPAT members;
7. Coordinate and disseminate public information and serve as the primary contact for community and press inquiries;
8. Review and provide feedback to the draft CPAT Project Report;
9. If desired by the City, print hard copies of the final CPAT Project Report; and
10. Following the conclusion of the Project, participate on a possible session at a future APACA conference or webinar.

IV. FUNDING

APACA's CPAT program is pro bono in that APACA commits the resources and time of its member planning professionals who volunteer their time and expertise. The City shall be responsible for any direct and reasonable costs associated with the Project, including transportation, hotels, meals, materials, and incidental expenses for delivery of the CPAT Project up to a maximum of \$8,000. The City agrees to fund or reimburse APACA for all such direct, reasonable, and undisputed Project costs within 30 days upon submittal of invoices and receipts from the CPAT Project Leader.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Principal Contacts:** Individuals below are authorized to act in their respective areas for matters related to the Project:

APACA CPAT Program:

Brian Mooney, FAICP
APACA CPAT Project Leader
5620 Friars Road
San Diego, CA 92110
858-243-0667

City of Oroville:

Wes Ervin, Principal Planner
1735 Montgomery Street (City Hall)
Oroville, CA 95965
wervin@cityoforoville.org
530-538-2408 desk, 916-216-9141 cell

- B. Independent Contractor:** APACA shall have the right to control the manner and means of accomplishing the Project. The Parties agree that APACA shall be an independent contractor with regard to the providing of services under this MOU, and APACA's employees, agents and volunteers shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees.
- C. Non-liability:** Neither party assumes liability for any third-party claims for damages arising out of this MOU. APACA shall require each CPAT member to sign a Waiver of Liability statement for this Project.
- D. Insurance:** APACA shall obtain and maintain, at its sole expense, General Liability Insurance Coverage in the amount of one million dollars (\$1,000,000).
- E. Notices:** Any communications affecting the operations covered by this MOU given by APACA or the City is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows to:
1. APACA CPAT Project Leader Brian Mooney
 2. City of Oroville Local Project Coordinator Wes Ervin
- F. Participation in Similar Activities:** This MOU in no way restricts APACA or City from participating in similar activities with other public or private agencies, organizations, and individuals.

- G. Endorsement:** Planning services, recommendations, documents, or other services provided by APACA or City as a result of this MOU do not by direct reference or implication convey endorsement of the other's products or activities.
- H. Modifications:** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed.
- I. Governing Law:** The Parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this MOU shall take place in Butte County.
- J. Severability.** If any term of this MOU is held invalid by a court of competent jurisdiction or arbitrator the remainder of this MOU shall remain in effect.
- K. Counterparts:** This MOU may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.
- L. Commencement/Expiration Date:** This MOU is executed as of the date of the last signature and is effective until November 30, 2023, or until the Project deliverables described in the MOU are completed, whichever occurs first, at which time it will expire unless extended by mutual consent by the Parties.
- M. Authorized Representatives:** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Ashley Atkinson, AICP
President, APA California

Date

Hanson Hom. AICP
President, Planner Emeritus Network

Date

Brian Ring
City Administrator, City of Oroville

Date

**POSSIBLE OROVILLE SOUTHSIDE REVITALIZATION
CALIFORNIA APA
COMMUNITY PLANNING ADVISORY TEAM (CPAT)
(MAY 2023?)**

1. POTENTIAL SCOPE OF WORK

Area short description

South Oroville was created decades ago, and in the '60's housed workers building the Oroville Dam. The housing stock reflects that age, tending to be under 2,000 square feet in size on lots just under 5,000 square feet. Housing stock is a mix of older stick built and mobile or manufactured homes without garages, about 35% of which need some renovation. About 6 churches have their headquarters there, and all do good community work. There is some investment occurring and some new residential structures are being built – albeit many as rental units, which is the dominant tenant makeup. Poverty is high and the area has been designated a Disadvantaged Community. The area is in the Oroville Federal Opportunity Zone, which may be a way to generate new investment.

The central commercial area is not vibrant, and not centrally located to the area. This potential commercial/village center is also about a quarter mile from Oro Dam Boulevard with its plethora of shopping and fast-food opportunities, so the likelihood of it becoming a core shopping area is questionable. Perhaps its future is as a neighborhood mixed use village center instead.

CPAT Team's role

The APA CPAT Team comprises experts in planning and community revitalization. The team might visit Oroville, and particularly Southside, tour the vicinity, meet with community leaders, lead at least one community workshop, form expert opinions, and present their findings/recommendations to the community at large. The particular focus of the visit would not be on identifying short-term community services (e.g., code enforcement, homeless services, alley cleanup, etc.) since those are generally known and being implemented. Instead, the focus would be on longer term goals, projects and programs such as:

- a. Suggesting a long-term vision for the area
- b. Identifying the greatest needs or roadblocks to revitalization
- c. Suggested rezoning actions to move Southside on a path to revitalization.
- d. Possible village creation and how to achieve it.
- e. Infrastructure investment needed.
- f. Catalyst projects (e.g., sidewalk completion, façade improvements, streetscape, traffic calming, amenities, commercial recruitment, etc.), hopefully prioritized.

2. POTENTIAL 2- OR 3-DAY ITINERARY -- all expenses paid but time is volunteered.

- a. Arrival and site tour
- b. At least one Community meeting; and...
 - i. Possible Charrette with maps for the community to design their own future.
Could be one for the community, one for schools.
- c. Individual interviews with key players – City Council members, Planning Commissioners, opinion leaders
- d. Time to absorb the information, collaborate and make recommendations.
- e. Presentation of recommendations
- f. Head home



City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street
 Oroville, CA 95965-4897
 (530) 538-2433 FAX (530) 538-2468
www.cityoforoville.org

Monthly Department Report February 2023

BUILDING

- Permits Issued – **94**
- Applications Received – **130**
- Total Permits Finalized – **52**
- Business Licenses/Occupancies Issued – **2** (2 new business / 0 owner change / 0 location change)
- Continued increase development interest
- Permit Violations generated by Code Enforcement **\$ 1,200.00**
- Permits and Plan reviews remain busier than normal, at the end of April we had approximately **150 plan reviews** in progress which is quite a jump.
- We've been steadily increasing in the last few months from **80-100** plan reviews in process up to our current count.
- Working on updating and standardizing the look of our forms and handouts and updating everything on the website as we go
- Continue working with Tyler on the new software, we should begin some testing in May 2023.

PLANNING

- April 27th Planning Commission meeting. The Commission reviewed and approved one Use Permit, for the replacement of an existing 100-foot tall "flagpole" cell tower with a new 95-foot "Monopalm" stealth tower at 60 East Grand Avenue.
- April 9th Development Review Committee (DRC) meeting. Projects reviewed included those that were heard at the Planning Commission meeting on April 27th as well as two other reviews; An 800 square foot garage at 2566 Foothill Blvd and a 770 square foot garage at 1421 21st Street.
- Currently have about **75** active planning and building permit applications including building permit reviews, signs, zoning compliance letters, solar installations, re-zonings and use permits. Reviewing or completed reviewing **30** separate event, home occupation, and other administrative permits.
- Completed the final questionnaires, workflows, and custom fields for the new permitting software system Tyler Technologies/Energov. Ready to move towards configurations and testing in May.
- The Draft 2022-2030 Housing Element has been fully approved and certified by HCD, approval letter received May 3rd.

- The Administrative Draft EIR for the Feather Ranch Subdivision project, a **172 unit** market rate housing project north of the Oroville Municipal Airport, is in public review until May 30th, 2023. This item will then be brought to the City Council for a vote to override the Airport Land Use Commission inconsistency determination.
- The Historic Advisory Commission is preparing to announce the Historic Preservation Award in May and is finalizing its choice of the first recipient of the award. The award program is administered by the Historic Advisory Commission and awards will be presented by the City Council.
- Received the first work product of the GSCA administered LATA grant for planning of broadband infrastructure deployment. Reviewed Work Product #1, conceptual network designs, and provided input on priority areas and future developments which may affect the designs. Work Product #2, High level designs, are expected by mid-June.

CODE ENFORCEMENT DIVISION

APRIL 1, 2023 – APRIL 30, 2023

<u>CODE ENFORCEMENT ACTIVITIES</u>	
Total Active Code Enforcement Cases	180
Cases Closed	60
New Cases Opened	62
Stop Work Notices Issued	7
Permit Violation Fees Collected	\$1,200.00

<u>NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS</u>	
Abandoned Vehicle Abatement	12
Building Code Violation(s)	9
Graffiti	0
Multi-Family	6
Public Nuisance(s)	61
Sub-Standard Housing	1
New Vacant Building Monitoring	0

- During the month of April, the Code Enforcement Team's statistics leveled out at a more normal number. A plus was the **61** nuisance cases opened during the month. There was a lot of dedication to illegal encampments (40+) and working with nuisance properties that squatters forced their way into. These issues consume a lot of work time.

- The code team attended two webinar training sessions: 4th Amendment Right of Entry Training and Ergonomic Training. Both very important liability and health wise.
- Code Enforcement, SPCA and Cole and Huber held an administrative hearing for a person responsible for five vicious dogs living at a home in the city limits of Oroville. The dog pack was responsible for several attacks to include the death of a neighbor dog. As a result of this hearing the hearing officer ordered the dogs to be removed from the city limits of Oroville.
- 1920 B Street/burned gas station has been an ongoing nuisance property for over a year. Code Enforcement was moving through the judicial system for an abatement warrant. Prior to the warrant being signed the property owner hired a company to abate burned debris, remove all overgrown vegetation, and abate all junk trash and debris. The property is now clear and no longer a nuisance.
- 2280 Veatch Street is another nuisance property. This property is located across the street from Pacific Coast Producers. This was a property that was owned by a dead property owner who left no trust or will. I was able to locate a relative in southern California. I obtained permission to secure and control the property through the probate process. With the assistance of the family member the city was able to remove 11 vehicles of different types, several squatters and nine dogs. I just received word this week that the property will be closing escrow in a couple weeks. This is a big win for code enforcement.
- I challenged my administrative assistant with the task of preparing our department for our first community education and outreach booth at the 2023 Feather Fiesta Days. Code staff will educate the public on municipal codes and safety. My administrative assistant has put a lot of effort into this project. Please come by and visit the team.

PARKS & TREES DEPARTMENT

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Trimming small and medium sized trees for site clearances
- Install numerous street, regulatory, and warning signs
- Ran street sweeper on a regular basis
- Spent 5 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over **480** potholes
- Trim small and medium sized trees in various areas
- Picked up illegally dumped items on a routine basis throughout town; assisted Code Enforcement and the City Works Crew with private property clean-ups including the removal of the house at Myers and Ontario
- Cleaned drop inlets, retention basin outflows, and ditches during storms
- Spray herbicides in various locations
- Replaced damaged guardrail on Table Mountain Blvd
- Landscaped park strip at Bolts Museum

- Conducted an Arbor Day celebration
- Performed alley cleaning
- Removed larger debris from dry creek during storms

This is a partial list and does not include some of the smaller or remedial tasks that we conduct on a day-to-day basis.

MUSEUMS

- Presentation at the Retired Teachers Association luncheon about Docent Association volunteer opportunities.
- The April Docent Association Newsletter was completed. The Oroville library has approved keeping copies of the newsletter in the periodicals section of the library.
- Heather moved into the Temple office space in May and has been busy getting set up in the new space, which will include a research library, space for archives and records, space for incoming donations, and a workspace/meeting space for docents and interns helping with scanning, archival and collections work.
- The Feather River Nature Center held a family friendly Earth Day event in Centennial Plaza on April 22nd with the help of the city bringing a porta potty, tables, chairs and pop-ups.
 - Lots of local families enjoyed nature inspired hands-on activities!
 - The FRNC hopes to do this event again next year.
- The FRNC opened to the public on April 29th and will offer free nature-based activities every Saturday through October from 10 am – 2 pm.
- April has been a busy month for tours!
 - 12 tours were provided, totaling 300 visitors.
 - Tours included OLLI class (Discover Oroville's Museum Mile), Students from Chico and Sacramento State, Las Plumas High school, Blue Oak School 5th grade class (Chico), Oroville Christian, Sherwood Montessori School (Chico), Chico Highschool, and a group from Sacramento.
- Two new docents joined the Docent Association in April.
 - One who will work at Temple, Lott, Bolt and Pioneer.
 - One who will work on gardening at the FRNC.
- One new Student intern from CSU Chico joined the Docent Association in April.
 - This intern is graduating in May with a degree in Art History, she wants to focus on working at the Chinese Temple while she prepares to apply for graduate program in Museum Studies.
- One student intern will be completing her internship at the Chinese Temple in May
 - She has helped to refresh the Temple photo display, which was damaged by a water leak. She has also worked on researching and writing a tour script for the Chinese Temple.
- Work has begun on the collection and archival digitization project at the Chinese Temple. This work is being spear headed by new docent, Debbie Besnard, a retired librarian from CSU, Chico library.
 - Locating artifacts in the collections catalog and connecting them to their current physical location in the museum as well as locating them on the Bancroft Library photo archive.
 - Transferring data and images of each artifact to the new Collection database.

- Future goals – to make digital collection images and information accessible to the public.
- The Teacher Guide for the Pioneer Museum will be complete by the end of May. This project was funded by BCOE grant funds.
 - The Teachers guide will be available for school tours and will connect Pioneer Museum collections and tours with Common Core Standards for Arts and Social Studies.
 - Collaboration with Heather, Jennifer Spangler (Art Education Coordinator with BCOE) and Dr. Sangmin Lee (CSU, Chico Arts Education Professor)
- Website updates, Facebook posts, marketing and PR, ongoing.
- Heather participated in the Visual and Performing Arts Showcase on April 29 with an outreach table for docent recruitment and museum information.

ENGINEERING

Project or Activity	Recent Activity	Next Milestone
Tyler Software	Development	
Lincoln St Apts	Construction Started	
Bedrock Park	Property Transfers in Process	
Washington Paving	Surveying & Design	
Trench Repair	Revisions to Specs	
Nelson At SB Ramp	Bid on Hold	
OHS – Yard at Bridge	Award in Process	
Stanford Ave Sch Lot Paving	90% Review underway	Final Review and Advertise
Tractor Supply	Plan Review – Grading Permit	
SC-OR Ruddy Crk L.S.	Review of 90% plans	County Permits
Wyandotte Creek GSA	Monthly Meeting	
Ruddy Creek Sub	Plans Approved	
Development Review Comm	Monthly Meeting	
Mono Ave Apts LLA	Construction Underway	Phase 2 in review
Table Mountain Blvd Art Wall	Construction Complete	
Portland Loos	Award Underway	
Dutch Bro's.	Completed	
Riverbend Apartments Ph 1	Punchlist	
Mitchell Ave. Senior Apartments Ph1	Construction has begun.	
Mitchell Ave Sr Apartments Ph 2	Construction has begun	
Linkside II Subdivision	Plans approved. Final map under review.	Tentative Map Extended
Mission Olive Grove Subdivision	Staff provided Developer with a draft punch list.	Response from Developer.
The Bluffs Subdivision	Staff continues to work with the owners to resolve the problems they have with sewer and storm drains.	Developer will correct deficiencies prior to the City accepting the facilities.

Project or Activity	Recent Activity	Next Milestone
Olive Ranch Apartments Phase I	C of O	
Olive Ranch Apartments Phase II	Construction is underway.	
Olive Ranch Apartments Phase III	Construction is underway.	
Olive Ranch Frontage Imp	Construction underway	
Rte. 162 Ped-Bike-Mobility	Advertising for CM	
Prospect View	Under Construction	
Elgin & Fort Wayne Topography and Drainage (South Oroville Drainage)	Study Underway	
Tractor Supply TSM		
Feather Ranch VTSM	ALUC Override	
5 th Avenue Traffic Study	Petition Received from Citizen	Conduct Study
Pomona Traffic Study	Petition Received from Citizen	Conduct Study/
Ophir Road	Design Underway	
Ophir Road Warehouses EIR	Underway	
Montgomery Roundabout	Paving Design Underway	

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Loan Portfolio Monitoring **(354)** Loans, including monthly credit reporting sent 3/16/23, late payment notices (2), late insurance notices (4), annual inspections (0) and certification (222) and (4) incomplete certifications, and foreclosure processing (3). (ongoing)

Current portfolio balance is **\$38,660,562.42.**

Payoffs received (15) for FY 22/23 are **\$786,979.00.**

Foreclosures in process - 4

- 1) 2991 Lower Wyandotte-in process (City)-*Notice of Default Recorded*
- 2) 58 Russell Proctor Way-(primary mortgage)-*Foreclosure has been recorded, however they are in the process of trying to sell the home.*
- 3) 1218 Bird St-*Received Notice of Default/ Letter sent to Estate which is in probate.*
- 4) 2236 Del Oro Ave.-*Received Notice of Default, letter sent to borrower.*

Deceased Loan holders

- 1) 2050-Gray St.-son is working on refinancing
- 2) 6 Parkwood Dr.-Letter sent to estate to call the note.

Foreclosures Rescinded

- 1) 2809 El Noble Ave-- *This loan was paid off before foreclosure.*

- FTHB Program-closed 1 loan, 2 loans approved, received 1 application, currently reviewing/qualifying 1 applications.

- Owner-Occupied Rehabilitation Program-closed 0 loans, 0 new applications received, 0 application being reviewed/qualified.
- Currently in the process of reviewing expenditures for February and March reimbursements of twelve (12) grants.
- CDBG DR-MHP -received a Conditional Notice To Proceed (NTP) for Lincoln St. Phase I and has now received a Conditional Notice to Proceed for Lincoln St Phase II.
- NEPA for Lincoln St. Apartments complete and noticed 3/7/2023.
- City was awarded \$2,733,374 in Encampment Resolution Funding-Mission Esperanza Project. Executed a Lease and Sublease with Oroville Rescue Mission and are currently working through all of the items needed to proceed.
- Submitted ERF application for second round 3/1/2023.
- Received notification that the City was awarded one PLHA application for competitive PLHA grant funding in the amount of \$2,500,000 for Lincoln Street Apartments Phase I after an appeal was sent to HCD.
- Submitted CDBG application for \$500,000 Neighborhood Cleanup Program-awaiting notification. Awaiting formal notification of award. The city's HCD Rep stated that we had been recommended for funding.
- Submitted 2022 PI Only Application for Oroville Convention Center Improvements, State is requesting additional information that I am currently working on obtaining.
- 2022-2030 Housing Element Update was submitted for second review 2/16/2023.
- Completed Housing Element Annual Progress Report and Successor Agency Annual Report
- Long Term Monitoring of four (4) HOME assisted properties:
 - 03-HOME-0684 Oroville Manor Apartments
 - 06-HOME-2407 Hillview Apartments
 - 07-HOME-3903 Hillview II Apartments
 - 15-HOME-10991 Sierra Heights Apartments

CITY CLERK

- Processed 12 Public Records Requests April 2023
 - 31 Public Records Request processed January 1, 2023 – April 30, 2023
 - 75 Open Requests
- Agenda and Meeting Management for 7 Meetings – April 2023
 - 24 meetings through April 30, 2023
- Upcoming Meetings:
 - Council Meeting – June 6 and 20
 - Planning Commission – May 25
 - Wyandotte Creek GSA – May 25
 - Arts and Parks Commission – June 13
 - SBF Steering Committee – July 26
 - Citizens Oversight Committee – May 23
- Records Management for Council approved documents
- Monthly meeting room setup for LAFCO, OCESD and Chamber of Commerce
- Records Management for Planning Commission
- Received and Processed City Claims
- Continue to work on the City Hall Scanning Project
- Notarized and recorded documents and maps for all departments
- Assisted Departments with Record Searching and retrieval

- Assisted departments with creation of Staff Reports, Resolutions and Ordinances
- Processed Council Mail, Legal Mail and Certificates of Insurance
- Organized the State of the City
- Continue to complete other day to day duties of the Clerks Department

FINANCE DEPARTMENT

- Software deployment
 - Payroll Software, UKG Ready
 - Progress being made with a Go live date set for July 1st, 2023.
 - Financial Software, Tyler Technologies
 - Two full days are devoted each week to set up and training. Go Live date set at July 1, 2023.
 - ClearGov Transparency software, still implementing.
 - Digital Budget Book
 - Operational Budgeting
 - Transparency Portal
- Policy updating
 - Split the Budget and Purchasing Policy into two separate policies
 - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- Develop a new cost allocation for the new budget year
- Set up new web portal for administration of
 - Utility User Tax
 - Transient Occupancy Tax
- Opening a new Investment Managed Account with Chandler Asset Mgmt
- This task is on hold while the market is in turmoil
- Opened a new investment account with LPL Financial and purchased 10 million in CD's
- Starting a project to audit Utility User Tax and Franchise Fee revenues with Muni Services
- Developing the 2023-24 Budget

HUMAN RESOURCES

- Recruitments for Police Officer, MLE, Associate Planner, Associate Engineer, Project Manager/Sr. Civil Engineer, Traffic Signal Technician/Electrician, Lead Tree Worker, Public Works Construction Inspector, Public Works Operator, Collection System Operator, Director of Community Development, Director of Public Works
- Hired 2 Public Works Operators and 1 Collection System Operator.
- Renewing Work Comp, Liability, Auto, Cyber, vehicle, etc. insurance with JPA
- Teamwork on Lexipol Policy Manual
- Drafting city proposals to labor groups for negotiations
- Overseeing Citywide compensation study
- Updating the City's Injury and Illness Prevention Program (IIPP) and Covid Prevention Program
- Claims for damage administration

RECYCLING PROGRAM

- Organized Commercial Account data from Recology.
- Started a system to track site visits, log photos, and notes.
- 120+ Commercial Account site visits completed. Done to determine if the businesses listed should have an Organics waiver and if they need mixed recycling.
- 79 Organic waivers given.
- Organized Multi-Family Dwellings data from Recology.
- Reached out to 50 property managers/owners of MFD's and discussed SB 1383, offered to help with implementation and to provide educational materials for their residents.
- Started planning virtual Q & A session for the MFD's property managers/owners. Want to address their concerns and help coordinate our efforts with Recology to ensure the MFD's have the required bins before we address the residents.
- Jennifer and I had a meeting with the Environmental Health Services team at Oroville Hospital. Discussed SB 1383 and Recology. We provided educational materials and will be working with them through the transition.
- Attended a Cal-Recycle Webinar, the topic was SB 1383 Local Education and Agency.
- We met with Recology to discuss issues and plans moving forward and scheduled a training day for their customer service representatives.

AIRPORT DIVISION

- Hangar lease reassignments (ongoing)
- Fuel testing / tank sumping
- Received and tested 6000 gallon load of 100LL
- Received and tested 6000 gallon load of JetA
- Airport lighting inspections / replacements as needed
- Modify and submit billing summaries and funding drawdowns to FAA for upcoming Airport Capital Improvement Projects (ACIP) and closeout of 2022 crack seal project
- Prepare and submit documentation to FAA through Delphi eInvoicing for AIP 24 and AIP 27 as part of crack seal project on runway 2-20 and associated taxiways
- Order, accept and test load of AVGas 100LL
- Swept runways, taxiways and ramps to remove FOD (Fragments of Debris) (monthly at minimum)
- Herbicide spraying and flail mowing for vegetation management
- Fly-in for FBO Grand Opening

INFORMATION TECHNOLOGY

- Managing day to day helpdesk requests.
- Working on strengthening the cybersecurity infrastructure.
- Updating IT policies.
- Gearing up for Tyler Software launch

PUBLIC WORKS DEPARTMENT

Sewer Division

- Sewer pump station functional tests Mondays, Wednesdays, and Fridays
- Monthly electrical generator and alarm system functional tests
- Monthly and bi-monthly “hot spot” sewer line cleaning
- USANorth utility locates daily
- Ongoing condition assessment via sewer line cleaning and CCTV inspections
- Repair storm drain pipe section at Power Mart (city’s)
- Grease and debris removal from wetwell at Olive Glen and Orangewood pump station
- Vegetation management on off-road manholes and easements
- Assess large sinkhole off of Brookdale Ave. for remedial action (failed storm drain pipe)
- Re-set manhole casting off of Foothill Blvd. that was knocked loose by vehicle accident

Electrical

- Traffic signal functional checks
- ***no electrician currently

Fleet Maintenance Division

- April 2023 Repair Summary by department (see table below).

APRIL 2023 SUMMARY BY DEPARTMENTS						
	auto / light truck	heavy equip.	trucks 1-ton plus	small equip.	misc. repair	TOTAL
POLICE	7					7
FIRE	1		3			4
PW	1	1	3	1		6
PARK	1		3	2	2	8
SEWER	1		3			4
BLDG.						0
HOUSING						0
ADM						0
ENGINEERING						0
PLANNING						0
CODE ENFORCEMENT	2					2
AIRPORT						0
IT						0
TOTAL	13	1	12	3	2	31
						31

PUBLIC SAFETY

Police Activity:

- Calls for Service 3,295
- Officer Initiated Incidents 727
 - **Total Incidents 4,022**
 - **Total Reports 495**
 - **Total Arrests 86**
 - **Total Citations 36**

Year End Statistics

- Calls for service 12,892
- Officer Initiated incidents 2,264
- Total incidents 15,156
- Total Reports 1,489
- Total Arrests 391
- Total Citations 219

OROVILLE CITY COUNCIL MONTHLY REPORT

**TO: MAYOR AND CITY COUNCIL MEMBERS
BRIAN RING, CITY ADMINISTRATOR**

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: POLICE DEPARTMENT MONTHLY REPORT FOR APRIL 2023

DATE: MAY 16, 2023

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	22 (2 in academy)	29	7 (2 in academy)
Dispatcher	7	7	0
Municipal Law Enforcement	10	16	6
Administrative Personnel	4	4	0

Department Activity:

Events Year to Date 2023	Average Response Time for Crimes against persons *Priority 1 crimes	Average Response Time for all types of calls for Service	National Average Response Time
15,156	3:31 minutes	6:44 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks
APRIL 2023	346
Year to Date	962

Parking Enforcement Citations Issued:

Item ii.

APRIL 2023	Year to Date 2023	APRIL 2022	Year to date 2022
10	31	39	43

Police Activity:

Arrest	APRIL 2022	APRIL 2023	Year to date 2022	Year to date 2023
Misdemeanor	97	55	384	259
Felony	42	31	164	132

Citations	APRIL 2022	APRIL 2023	Year to date 2022	Year to date 2023
	111	26	265	188

Uniform Crime Reporting:

Crimes of Violence	APRIL 2023	Year to Date JANUARY – DECEMBER
Homicide	0	0
Rape	3	4
Robbery	1	8
Aggravated Assault	4	10

SPCA Statics:**Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	5	33	6.57
Priority	34	199	5.86
At Officer Convenience	17	96	5.65
After Hours	35	230	6.58

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
72	60	40	26	6	0	0

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	1	1	0	0	0	0
Died	5	3	2	0	0	0
Disposal	9	2	5	0	1	1
Euthanasia	34	10	20	0	0	4
RTO	11	9	1	0	0	1
Escaped	0	0	0	0	0	0
Foster	0	0	0	0	0	0

*Others are wild animals such as bats, skunks, snakes, possums, etc

SPCA After-hours call outs:

APRIL 2023
35

Shoes for Kids:

Shoes Provided	Socks Provided
1	1 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None

DATE: April 20, 2023

TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR A DAIRY BIOMETHANE PILOT PROJECT APPLICATION (A.23-04-005)

Acronyms you need to know

PG&E: Pacific Gas and Electric Company

CPUC: California Public Utilities Commission

Why am I receiving this notice?

On April 5, 2023, PG&E filed a Dairy Biomethane Pilot Project application with the CPUC. In this application, PG&E is proposing approximately \$8.7 million to support state-wide clean energy goals and the reduction of methane emissions.

The proposals in this application are specifically to support a dairy biomethane pilot project in Merced. The costs included in the application are costs incurred by the project developer over and above the amounts initially authorized by the CPUC. If these additional project costs are determined by the CPUC to be reasonable, PG&E will reimburse the project developer.

Why is PG&E requesting this?

The dairy biomethane pilot project in Merced was selected by the CPUC's Dairy Pilot Project Selection Committee as part of the state's strategy to reduce greenhouse gas emissions, including methane. Legislation adopted in 2016 requires the state to reduce methane emissions from dairy sources and other livestock sectors by 40 percent by the year 2030.

The dairy biomethane pilot project in Merced and others like it will significantly reduce greenhouse gas emissions from animal manure into the atmosphere by safely converting the emissions into biomethane for use in natural gas pipelines.

PG&E is filing this application to initiate the CPUC's reasonableness review because the project is in PG&E's service territory and it is interconnected to PG&E's gas transmission system.

How could this affect my monthly gas rates?

Bundled gas customers receive transmission, distribution, and procurement services from PG&E. PG&E is proposing to recover the costs included in this application in gas rates over a one-year period beginning in either 2024 or 2025, depending on when the CPUC issues a final decision.

Based on rates currently in effect, the bill for a typical non-CARE residential customer averaging 33 therms per month would increase from \$67.89 to \$67.93, or 0.1%.

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 1-800-652-4712. 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
Dairy Pilot Project Application (A.23-04-005)
P.O. Box 7442
San Francisco, CA 94120

CONTACT CPUC

Please visit apps.cpuc.ca.gov/c/ A2304005 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 **Dairy Biomethane Pilot Project Application A.23-04-005** in any communications you have with the CPUC regarding this matter.

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