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

October 21, 2025
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

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

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

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

OPEN SESSION

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

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

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

1. RESOLUTION RECOGNIZING THE GRAND OPENING OF E CENTER'S CORPORATE OFFICE

The City Council shall consider adopting Resolution No. 9413 recognizing the grand opening of E Center's new corporate office, a regional hub dedicated to fostering community innovation, workforce development, and economic growth across Yuba, Sutter, Butte, Yolo, Lake, Glenn, and Tehama Counties.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9413 AND AUTHORIZE THE MAYOR TO SIGN.

2. AGREEMENT WITH OURENERGY

The City Council shall consider approving a new Professional Services Agreement (A-3570) with OurEnergy, LLC to continue technical consulting services for the City's participation in PG&E's Microgrid Incentive Program (MIP). The new agreement replaces a prior contract that expired on June 30, 2025, and authorizes the use of remaining previously appropriated funds to complete the next phase of work—development and submission of the MIP Tranche 2 grant application for the Oroville Municipal Airport.

ACTION(S) REQUESTED -

1. APPROVE NEW AGREEMENT NO. 3570 WITH OURENERGY, LLC IN AN AMOUNT NOT TO EXCEED $25,000 TO SUPPORT PREPARATION OF THE MIP TRANCHE 2 GRANT APPLICATION FOR THE OROVILLE MUNICIPAL AIRPORT; AND

2. AUTHORIZE THE MAYOR TO SIGN.

3. HANGAR LEASE RENEWALS FOR BUTTE COUNTY SHERIFF'S OFFICE AVIATION AND MARINE UNITS – OROVILLE MUNICIPAL AIRPORT

The City Council shall consider approval of new hangar lease agreements with the County of Butte, on behalf of the Butte County Sheriff's Office (BCSO), for continued use of two hangars located at 205 and 405 Chuck Yeager Way at the Oroville Municipal Airport.

ACTION(S) REQUESTED -

1. APPROVE HANGAR LEASE AGREEMENTS BETWEEN THE CITY OF OROVILLE AND THE COUNTY OF BUTTE FOR THE BUTTE COUNTY SHERIFF'S OFFICE AVIATION AND MARINE UNITS, LOCATED AT 205 AND 405 CHUCK YEAGER WAY; AND

2. AUTHORIZE THE CITY ADMINISTRATOR TO SIGN.

4. AMENDMENT NO. 3 TO THE CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR THE MISSION ESPERANZA PROJECT

The City Council shall consider amending the construction contract with Butte Construction Company to cover the additional costs of the final construction phase of the Mission Esperanza project.

ACTION REQUESTED -

APPROVE RESOLUTION NO. 9412 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE AN AMENDMENT TO AGREEMENT NO. 3467-2 BUTTE CONSTRUCTION COMPANY TO COMPLETE THE MISSION ESPERANZA PROJECT IN AN AMOUNT NOT TO EXCEED $3,056,649, PLUS A 10% CONTINGENCY FOR A TOTAL AMOUNT OF $3,396,277.

5. REIMBURSEMENT REQUEST – OVERSEAS TRAVEL TO REVIEW BIOMASS AND WASTE-TO-ENERGY TECHNOLOGIES

The City Council shall consider the reimbursement of certain costs associated with international travel to London, England, and Venice, Italy, to review energy-related technologies that may have application within the City of Oroville's developing renewable-energy and waste-management framework. During this trip, scheduled for November 7 - November 15, 2025, staff will meet with BREI project partners and review comparable operations that support the City's planned local biomass and solid-waste-to-energy initiatives.

ACTION(S) REQUESTED -

1. APPROVE REIMBURSEMENT OF ELIGIBLE TRAVEL AND LODGING EXPENSES ASSOCIATED WITH THE DIRECTOR OF COMMUNITY DEVELOPMENT'S INTERNATIONAL SITE VISITS TO THE UNITED KINGDOM AND ITALY AS DESCRIBED HEREIN; AND

2. AUTHORIZE THE CITY ADMINISTRATOR OR DESIGNEE TO PROCESS RELATED REIMBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,462.

6. APPROVAL OF THE 10.07.2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the drafted 10.07.2025 City Council Regular Meeting Minutes.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

7. APPROVAL OF NEW MUSEUM ASSISTANT JOB DESCRIPTION

The City Council shall consider the approval of the new Seasonal Museum Assistant job description. This position is proposed to provide flexible, seasonal support to the City's museums, assisting with visitor services, volunteer coordination, and preservation of cultural exhibits across multiple sites. The position will help ensure that facilities remain open, welcoming, and well-staffed during periods of higher public demand such as weekends, holidays, and special events. Approval of this classification will allow Human Resources to include the position in the City's official classification system and subsequently on the Master Salary Schedule, which will be presented as a separate agenda item later in this meeting.

ACTION REQUESTED -

APPROVE THE MUSEUM ASSISTANT JOB DESCRIPTION AND MOVING THE CURRENT 0.7 FTE SEASONAL WORKER POSITION FROM PARKS & TREES TO MUSEUMS.

8. APPROVAL OF UPDATED MASTER SALARY SCHEDULE

The City Council shall consider approving an updated Master Salary Schedule reflecting the addition of recently approved classifications. At the October 7, 2025, City Council meeting, the position of City Engineer was approved. A separate agenda item before the Council this evening proposes the creation of a Seasonal Museum Assistant classification. If Council approves both positions, the Master Salary Schedule will be updated to include both classifications. If Council does not approve the Seasonal Museum Assistant job description/classification, the schedule will be updated to include only the City Engineer position.

ACTION REQUESTED -

APPROVE THE UPDATED MASTER SALARY SCHEDULE TO INCLUDE THE CITY ENGINEER POSITION AND, IF APPROVED UNDER A SEPARATE AGENDA ITEM, THE SEASONAL MUSEUM ASSISTANT POSITION.

9. APPROVAL OF CONTRACT WITH DUKE SHERWOOD CONTRACTING FOR CONSTRUCTION OF THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

The City Council shall consider awarding the construction contract for the Montgomery Street Roundabout Improvement Project to Duke Sherwood Contracting, the lowest responsive and responsible bidder, and authorize the Mayor to execute the contract on behalf of the City. The project will resurface and restripe the roundabout located south of the Table Mountain Boulevard bridge and provide interim restriping on Table Mountain Boulevard between Montgomery Street and Orange Avenue. The improvements will enhance safety and traffic flow for vehicles, pedestrians, and bicyclists at one of the City's busiest intersections.

ACTION(S) REQUESTED –

1. APPROVE AGREEMENT NO. 3572 - AGREEMENT WITH DUKE SHERWOOD CONTRACTING; AND

2. AUTHORIZE THE MAYOR TO SIGN.

10. APPROVAL OF CONTRACT WITH ALPHACM FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

The City Council shall consider approval of Agreement No. 3571 with AlphaCM to provide construction management, inspection, and materials testing services for the Montgomery Street Roundabout Improvement Project and authorize the Mayor to execute the agreement on behalf of the City. This contract will ensure that the project is constructed in full compliance with all applicable laws, City standards and specifications, with qualified oversight and quality assurance provided throughout the construction phase.

ACTION(S) REQUESTED -

1. APPROVE AGREEMENT NO. 3571 WITH ALPHACM FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES FOR THE MONTGOMERY STREET ROUNDABOUT IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $115,958.00; AND

2. AUTHORIZE THE MAYOR TO SIGN.

11. OROVILLE MUNICIPAL CODE CONSIDERATIONS REGARDING DRIVEWAY CULVERT MAINTENANCE RESPONSIBILITY

Public Works staff have recently conducted inspections of driveway culverts throughout the City and have observed that many are heavily impacted by sediment buildup, partially collapsed, or completely rusted through. These deteriorated culverts are reducing drainage capacity, contributing to localized flooding, and creating uncertainty about maintenance responsibilities between property owners and the City. Staff is requesting direction from the City Council regarding the City's role in maintaining, cleaning, or replacing driveway culverts located within the public right-of-way but serving private driveways. Council direction will help establish a clear and consistent policy for addressing these deteriorating culverts and mitigating associated drainage impacts.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF REGARDING THE CITY'S ROLE AND POLICY FOR MAINTENANCE, CLEANING, AND REPLACEMENT OF DRIVEWAY CULVERTS WITHIN THE CITY LIMITS.

STAFF WILL PREPARE MODIFIED MUNICIPAL CODE LANGUAGE CONSISTENT WITH COUNCIL DIRECTION FOR FUTURE CONSIDERATION AND ADOPTION.

12. CITY PARK DESIGNATION

The City Council shall consider taking action to work towards designating the permissible area along the "levee area" along the Feather River from the Highway 70 Bridge to the Fish Ladder, a City Park. Designating this area a City Park may assist in addressing illegal dumping activities.

ACTION REQUESTED -

DIRECT STAFF TO DO FURTHER ANALYSIS.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

13. 5:15PM – Amendment to OMC Chapter 5.06 – Align BID Billing/Due Dates with Business License Fees; Replace New-Business Waiver with Proration

The City Council shall conduct a public hearing and consider introducing an ordinance amending Oroville Municipal Code (OMC) Chapter 5.06 (Downtown Oroville Business Improvement District) to:

1. Align the collection of BID assessments with business license fees by making BID assessments due January 31 each year (billed January 1); and

2. Replace the existing first-year new-business waiver with a proration method based on the number of months remaining in the calendar year, counting the initiation month as a full month. (Existing provisions to be amended: OMC § 5.06.070 and OMC § 5.06.080.)

ACTION(S) REQUESTED -

OPEN AND CONDUCT A PUBLIC HEARING ON THE PROPOSED ORDINANCE;

INTRODUCE, READ BY TITLE ONLY, AND WAIVE FURTHER READING OF AN ORDINANCE AMENDING OMC § 5.06.070 AND OMC § 5.06.080 AS DESCRIBED; AND

DIRECT STAFF TO RETURN AT THE NEXT REGULAR MEETING FOR ADOPTION AND TO IMPLEMENT ASSOCIATED ADMINISTRATIVE UPDATES.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
    i. Business Assistance and Housing Development Monthly Report

ADJOURN THE MEETING

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

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASST. CITY CLERK**

RE: **RESOLUTION RECOGNIZING THE GRAND OPENING OF E CENTER'S CORPORATE OFFICE**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider adopting Resolution No. 9413 recognizing the grand opening of E Center's new corporate office, a regional hub dedicated to fostering community innovation, workforce development, and economic growth across Yuba, Sutter, Butte, Yolo, Lake, Glenn, and Tehama Counties.

DISCUSSION

The City of Oroville recognizes the importance of E Center's continued presence and service within the region. By establishing its corporate office, E Center reaffirms its mission to enhance economic opportunity and community well-being.

The new hub will not only strengthen E Center's administrative and operational functions but also expand partnerships that benefit residents and businesses across multiple counties, including Butte County.

Adopting this resolution demonstrates the City Council's support for E Center's leadership and its dedication to advancing equitable growth, workforce readiness, and innovation throughout the region.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9413 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Resolution No. 9413
2. Letter Request for Formal Resolution

City of Oroville

Resolution No. 9413

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECOGNIZING THE GRAND OPENING OF E CENTER'S CORPORATE OFFICE

WHEREAS, the City Council of the City of Oroville wishes to recognize and commend E Center on the grand opening of its new corporate office; and

WHEREAS, E Center has long been a cornerstone organization in Northern California, dedicated to empowering individuals and strengthening communities through education, economic opportunity, and support services; and

WHEREAS, the establishment of the new corporate office represents a major milestone in E Center's continued commitment to serving the residents of Yuba, Sutter, Butte, Yolo, Lake, Glenn, and Tehama Counties; and

WHEREAS, the new facility will serve as a centralized hub for community innovation, workforce development, and collaborative partnerships aimed at addressing regional needs and expanding local opportunity; and

WHEREAS, through its programs and initiatives, E Center plays a vital role in supporting early childhood education, housing assistance, job training, and family self-sufficiency — all of which contribute to the economic vitality of our region; and

WHEREAS, the City of Oroville is proud to acknowledge E Center's leadership, vision, and dedication to creating a stronger, more resilient Northern California; and

WHEREAS, the grand opening of the corporate office marks not only an investment in physical infrastructure but a reaffirmation of E Center's mission to uplift individuals and promote long-term community prosperity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oroville hereby recognizes and congratulates E Center on the grand opening of its new corporate office, commends its ongoing contributions to the residents of Yuba, Sutter, Butte, Yolo, Lake, Glenn, and Tehama Counties, and extends its best wishes for continued success in the years ahead.

City of Oroville

Resolution No. 9413

PASSED AND ADOPTED this 21st day of October, 2025 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____

_____

David Ritchie, Assistant City Attorney

David Pittman, Mayor

_____

Kayla Reaster, Assistant City Clerk

e center
building healthy communities
EDUCATION EMPLOYMENT ENVIRONMENT

General Agency Administration Office
1003 Stabler Lane
Yuba City, CA 95993
Phone: (530) 634-1200
Fax: (530) 671-1042
ecenter@ecenter.org
www.ecenter.org

CalAIM

Women, Infants & Children Program Office
831 Bevins Street
Lakeport, CA 95453
Phone: (707) 263-5253
Fax: (707) 263-4183

Child Development Program Office
860 Plaza Way
Yuba City, CA 95991
Phone: (530) 741-2995
Toll Free: (866) 417-4255
Fax: (530) 822-9584

Head Start

Migrant & Seasonal Head Start

General Child and Development Services (CCTR)

October 8, 2025

David Pittman
Mayor David Pittman
1735 Montgomery Street
Oroville, CA95965

Dear Mayor Pittman,

I am writing on behalf of E Center to request your support in issuing a formal resolution commemorating the grand opening of E Center's corporate office, a new hub dedicated to fostering community innovation, workforce development, and economic growth in counties that includes ***Yuba, Sutter, Colusa, Butte, Yolo, Lake, Glenn and Tehama***. This milestone event will take place on **October 18, 2025, at 5:00 PM, located at 1003 Stabler Lane, Yuba City, CA 95993.**

The grand opening represents a significant investment in our community, providing new job opportunities, educational programs, and resources for local businesses and residents that include programs like Head Start, CalAim and WIC. We believe a resolution from your office would highlight the positive impact of these programs and demonstrate strong public support for economic development and community empowerment.

Requested Actions:
Please consider drafting and adopting a resolution in commemoration of this event, a sample is attached to this letter. We would be honored to have you or a representative from your office attend the grand opening to deliver remarks and present the resolution during the program. Your participation would inspire attendees and emphasize the importance of this community asset.

Event Details:
Date and Time: **October 18, 2025, at 5:00 PM**
Location: **E Center Corporate Office, 1003 Stabler Lane, Yuba City, CA 95993**
Agenda Highlights: **Ribbon-cutting ceremony, tours, networking, and presentations**
RSVP: Please confirm attendance by **October 13th**, to **Krystal Garcia** via **530-634-1259**, or **kgarcia@ecenter.org**.

If you are unable to attend in person, we would greatly appreciate a written message, pre-recorded video greeting, or designation of a representative to present the resolution on your behalf.

Thank you for your attention to this request and for your dedicated service to our community. We look forward to the possibility of your involvement and are happy to provide any additional information or support needed.

Sincerely,

Steve Ly
Chief Executive Officer

Attachment: Sample Resolution

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **AGREEMENT WITH OURENERGY**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider approving a new Professional Services Agreement (A-3570) with OurEnergy, LLC to continue technical consulting services for the City's participation in PG&E's Microgrid Incentive Program (MIP). The new agreement replaces a prior contract that expired on June 30, 2025, and authorizes the use of remaining previously appropriated funds to complete the next phase of work—development and submission of the MIP Tranche 2 grant application for the Oroville Municipal Airport.

DISCUSSION

In February 2024, the City entered into a Professional Services Agreement with OurEnergy to prepare and submit a grant application under PG&E's Microgrid Incentive Program (MIP). This program, administered by the California Public Utilities Commission through PG&E, provides up to $14 million in grant funding to qualifying jurisdictions for the design and construction of community-serving microgrids.

The City's initial MIP proposal focused on a microgrid concept centered around critical public infrastructure, including the Oroville Municipal Airport and surrounding facilities. In April 2025, Council approved an amendment to the OurEnergy contract, increasing the not-to-exceed amount to $70,000 to expand services for broader energy infrastructure analysis. The amendment, however, did not extend the term of the contract which subsequently expired on June 30, 2025.

Despite the expiration, a portion of the amended contract funding remains unexpended. OurEnergy has since prepared a follow-up proposal dated July 8, 2025, entitled "MIP Tranche 2 Study & Grant Application – Oroville Rev 2." This proposal outlines the continued development of the City's MIP application for the next grant cycle and associated technical coordination with PG&E.

Because the prior agreement expired, the City cannot legally amend its term retroactively. Therefore, staff recommends executing a new Professional Services Agreement with OurEnergy, referencing and using the remaining previously authorized funds from the April 2025 amendment.

The MIP Tranche 2 effort builds directly on prior work completed by OurEnergy, including:

- Technical consultation and coordination with PG&E staff;
- Preliminary microgrid boundary definition and feasibility study;
- Identification of eligible critical facilities within disadvantaged census tracts; and
- Development of draft system configurations and cost assumptions.

Under the proposed new agreement, OurEnergy will assist the City with the following tasks:

1. Project Setup and Coordination: Maintain project schedule, documentation, and liaison with PG&E.
2. Discovery and Fact Finding: Update site load data, refine the microgrid boundary, and analyze new facilities for inclusion.
3. MIP Stage 1 – Consultation: Participate in PG&E's technical consultations to align Oroville's project with eligibility criteria.
4. MIP Stage 2 – Application: Prepare and submit the full MIP Tranche 2 grant application on behalf of the City.

The work is expected to position the City for potential $14 million in future MIP construction funding, with an initial $25,000 application development reimbursement available upon submission of a qualifying proposal.

FISCAL IMPACT

No new funding is required. The proposed agreement authorizes a not-to-exceed amount of $25,000, to be funded from the remaining balance previously approved under the April 2025 contract amendment with OurEnergy. These funds have already been appropriated and will be re-encumbered under the new agreement.

Total: Not to Exceed $25,000

ACTION(S) REQUESTED -

1. **APPROVE NEW AGREEMENT NO. 3570 WITH OURENERGY, LLC IN AN AMOUNT NOT TO EXCEED $25,000 TO SUPPORT PREPARATION OF THE MIP TRANCHE 2 GRANT APPLICATION FOR THE OROVILLE MUNICIPAL AIRPORT; AND**
2. **AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

1. Proposed Agreement No. 3570 with OurEnergy, LLC (October 2025)
2. Exhibit A – OurEnergy Proposal: “MIP Tranche 2 Study & Grant Application – Oroville Rev 2” (July 8, 2025)
3. First Amendment to the 2024 OurEnergy Agreement (April 9, 2025)
4. Original Professional Services Agreement (February 28, 2024)

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 21st day of October, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and OurEnergy, LLC, 101 Cooper Street, Santa Cruz, CA 95060 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted vendor proposal evaluation in January and February, 2024, and selected CONTRACTOR as the preferred service provider;

C. The City and Consultant previously entered into a Professional Services Agreement on February 28, 2024, for consulting services to assist in preparing an application under PG&E's Microgrid Incentive Program (MIP).

D. That agreement was subsequently amended on April 9, 2025, to expand the scope of work and increase the not-to-exceed amount, but the agreement expired by its own terms on June 30, 2025.

E. Consultant has since prepared a new proposal dated July 8, 2025, titled "MIP Tranche 2 Study & Grant Application" (attached hereto as Exhibit A) to continue assisting the City with microgrid feasibility and grant application services.

F. The City desires to enter into a new agreement with Consultant to complete the remaining work necessary for the MIP Tranche 2 application, using the previously authorized but unexpended funds from the prior contract amendment.

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

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

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

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

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $25,000 for services provided pursuant to this Agreement as described in "Exhibit A" which will be paid from the remaining balance of funds authorized under the prior amendment to the original 2024 agreement. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Pat Piatt, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

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

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

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

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

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

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to

breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability

insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

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

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

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

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

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

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

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

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

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the

approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

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

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

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

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

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

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

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

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

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

CONTRACTOR:
OurEnergy
101 Cooper Street,
Santa Cruz, CA 95060
Attention: Dustin Jolley

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

18. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not

embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 21st day of October, 2025.

CONTRACTOR:

_____
Dustin Jolley, CEO

CITY OF OROVILLE:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

Proposal:

MIP Tranche 2 Study & Grant Application

OURENERGY
101 Copper Street
Santa Cruz, CA 95060
+1 (831) 200-3969
ourenergy.com

Date: July 8, 2025 Rev 2

Prepared for:

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

CITY OF OROVILLE California

July 8, 2025

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Subject: MIP Tranche 2 Study & Grant Application

Dear Mr. Piatt,

OurEnergy enthusiastically offers our infrastructure consulting, design, and development services for consideration by City of Oroville (Oroville).

OurEnergy's reputation is built upon deep expertise, integrity, and commitment to excellence. We assist clients to plan and implement the most cost-effective renewable energy, electrification, and advanced energy systems to decrease emissions, increase resilience, reduce energy costs, and achieve zero carbon goals. We operate independently from systems and equipment vendors to ensure that you will get optimized, unbiased recommendations and designs.

Attributes that make our firm exceptionally qualified include:

- Deep understanding of renewable and advanced energy technologies, products, economics, and industry trends.
- A focus on risk management, supporting financial decisions with sophisticated risk analysis and mitigation.
- Highly vetted approach and process.
- A complete, full-service menu of advanced energy project development services, from feasibility through operations & maintenance.
- OurEnergy inherently takes a technology-agnostic approach to find the most appropriate solutions.
- Flexible and nimble. We offer a range of contract structures from Owner's Engineer to full scope development as a service.

This is an exciting project that fits our expertise and infrastructure service offerings well. We look forward to the opportunity to expand our services to Oroville by embarking on this grant opportunity.

Sincerely,

Dustin Jolley, PE, LEED AP
CEO, Founder & Principal

Project Background

OurEnergy understands that Oroville is interested in applying for grant funding toward studying, designing, and building a community-resilience microgrid.

The California Public Utilities Commission (CPUC) is offering up to $14 million per grant application to qualifying participants, including municipalities. There are two additional buckets of funding for each MIP awarded project: $1M for the Interconnection Upgrands and Facilities and up to $3M for Special Facilities costs. The grant fund is referred to as the "Microgrid Incentive Program" (MIP). The purpose of a MIP grant is to provide funds for study, design, construction, and commissioning of a microgrid that energizes critical community facilities. In Northern California, Pacific Gas & Electric (PG&E) is administering the MIP program.

Toward processing and evaluating the MIP application, PG&E requires that the applicant work with a qualified engineering firm to: 1) perform a preliminary techno-economic feasibility study, 2) represent and advise the city in a series of technical meetings with PG&E, and 3) compile and submit all MIP application-required documentation. To help applicants offset the costs of the study and grant application, MIP offers a $25,000 application development grant to cover costs for submission of a conforming MIP application, regardless of whether a MIP grant is ultimately awarded.

To apply for a MIP grant, an applicant must meet two key criteria. Applicants must be both vulnerable to PG&E outages and be located in a Disadvantaged and Vulnerable Community (DVC), based on historical and census data. Oroville meets both of these criteria. PG&E data indicate electrical power vulnerability to multiple Public Safety Power Shutoff (PSPS) events, and PG&E lines feeding the city may be subject to Tiers 2 & 3 High Fire-Threat Districts. US Census data shows Oroville to be in a DVC zone.

The primary goal of the MIP grant is to increase critical infrastructure resilience against PG&E energy supply limitations, power shutoffs, and natural disasters. Another goal is to deliver economic benefits, including potentially reduced energy bills and/or reduced future energy infrastructure upgrade investments for the city and the community. Further, by utilizing any renewable energy resources that prove to be feasible, there will be environmental benefits as well.

For the purpose of MIP grants, a microgrid is defined as a collection of PG&E-metered accounts combined with front-of-meter interconnected and qualifying behind-the-meter distributed energy-generation resources (DERs) (e.g., solar, wind, generators, etc.) that are contained within a clearly defined electrical distribution boundary. A MIP-funded microgrid must offer the ability for at least two separate meter accounts to disconnect from and reconnect to PG&E's grid.

Common terms used to describe fundamental microgrid capabilities are "blue sky mode" and "island mode." In "blue sky mode" PG&E's grid is operating normally and the microgrid and microgrid DERs are interconnected with PG&E. In "island mode" the microgrid disconnects from PG&E's grid and utilizes its own energy generation, independently from PG&E, for up to a specified period of time. MIP

qualifications require a minimum capacity of 24 hours of independent operation, should PG&E power go out. Microgrid customers often prefer the ability to sustain protection against grid power outages for longer than 24 hours.

Any grant to be applied to the funding of the design and construction of a community microgrid would be awarded via a competitive process. There is no guarantee that any applicant will be awarded a grant or that a full amount of $14 million will be awarded.

PG&E has provided a point system by which the MIP grant awards will be scored. During the preliminary feasibility study and grant application process, OurEnergy will apply its expertise and work with Oroville staff to evaluate and propose a microgrid approach to optimize the best possible competitive scores for Oroville's grant application.

OurEnergy and Oroville staff members have already engaged in an initial informational consultation with PG&E. PG&E has indicated that Oroville scores highly in its qualifications for a MIP grant. Thus all conditions look quite favorable for Oroville's grant application to qualify for, at the very least, a $25,000 study and application reimbursement.

Regardless of whether a MIP design/construction grant is awarded, as long as Oroville and OurEnergy work together to satisfactorily complete the MIP application's required checklist and propose a conforming project, PG&E will reimburse up to $25,000 toward consulting and grant application submission.

OurEnergy is expertly qualified and would be honored to assist Oroville toward studying the feasibility of a municipal microgrid project, making optimized planning recommendations, and submitting the highest quality MIP grant application.

Proposed Approach & Scope

Task 0: Project Setup, Management, Support, & Administration

This task encompasses schedule and budget management, regular updates on progress, deliverables, and planned tasks. Regular check-ins will be scheduled to ensure scope, schedule, and budget remain aligned and provide maximum value to the Project.

Task 1: Discovery & Fact Finding

To lay the groundwork for a preliminary feasibility study, OurEnergy will meet with city staff to consider multiple microgrid boundary options that could encapsulate and serve power to select prioritized sites or facilities.

Upon approval of this proposal, OurEnergy will engage with city staff to narrow the microgrid options down to the ones that are most likely to win a grant award.

Although additional government grants and/or public/private funding options may be available to finance such a project, a winning MIP application will require a strategic approach and may not include a request for the maximum funding amount. It is important to note that for the MIP program, a smaller grant request, or a grant request that includes third-party funding, can score more highly in the competition, because overall scoring is based on the community benefit scoring divided by the amount of grant funds requested.

During Task 1, OurEnergy will:

- Meet with City staff and discuss PG&E's scoring system and consider location options.
- Collect information to support evaluation of microgrid boundary options, including:
    - Factors driving needs for improved resilience
    - Predicted community benefits
    - Number of PG&E meter accounts included
    - Number of PG&E microgrid isolation points required
    - Energy use history, trends, and projections for future needs
    - Pre-existing energy resources that may be utilized to reduce microgrid costs
    - Size, type, configuration and location(s) of new microgrid DERs
    - Overall MIP scoring considerations
- Analyze and report on the information collected
- Recommend microgrid boundary options that are best suited to score highly toward the MIP grant application.

Task 2: MIP Stage 1: Consultation

OurEnergy's Task 2 is to assist the City in entering Stage 1 of the MIP grant application process. This requires a series of technical consultations with PG&E, whereby OurEnergy and the City will present and iteratively refine a microgrid project proposal with PG&E's involvement.

From this Task 2 through the completion of Task 3 with the concluding deliverables of this proposal, OurEnergy will follow PG&E's requirements for a conforming MIP application, specified in "Stage 1: Consultation" and "Stage 2: Application" as documented in the PG&E MIP Handbook, found at https://www.pge.com/assets/pge/docs/save-energy-and-money/rebate-and-incentives/PGE-MIP-Handbook.pdf

The goals of PG&E's Stage 1 are to:

- Identify resiliency needs within the community
- Discuss potential projects/energy solutions to meet the community's need
- Review the eligibility requirements for MIP funding

- Discuss with Applicant's engineering partner any design challenges, and coordinate on solutions in preparation for application

OurEnergy and City staff have already completed an Initial Resilience Consultation with PG&E, as described on page 15 of the PG&E MIP Handbook. Based on this consult, PG&E provided the go ahead to request the next step, a Microgrid Technical Consultation.

The following deliverables are required during the technical consultation process:

- Proposed Single Line Diagram (30% design)
- Proposed Site Map, including:
    - Planned Project Resources
    - Proposed Microgrid Electrical Boundary
    - Proposed Point of Interconnection for planned and existing Project Resources
    - Proposed Microgrid Islanding Point, if known
    - Location of controls and networking rack, if known
- Proposed new generation type and size (e.g., Battery Energy Storage System – 1 MW/2MWh) and manufacturer, if known
- When in Island Mode, the desired minimum number of consecutive hours of service
- Technical Representation
    - Engagement Letter from the Applicant Engineer (OurEnergy)
    - Name and contact for any engineering or development resources assisting the community (one contact per involved party)
    - Applicant experience attestation

Following a continuing series of project feasibility evaluation actions and PG&E technical consultations, PG&E will provide templates to begin reviewing contractual conditions and processes that will emerge from the grant application process. Those templates will include:

- MIP Grant Agreement
- Information on the generator interconnection process
- Microgrid Island Study Agreement
- Microgrid Special Facilities Agreement
- Microgrid Operating Agreement (MOA)

Task 3: MIP Stage 2: Application

At the completion of this Task 3, OurEnergy and City staff will have submitted a MIP grant application to PG&E.

The goals of PG&E's Stage 2 are:

- Develop and gather information for your MIP Application
- Complete and submit the MIP Application to PG&E during a MIP Application Window

- Complete the Grant Agreement

OurEnergy will compile, review with Oroville staff, and submit the following MIP Application requirements as defined in the handbook and outline below:

Project Description

- Executive Summary describing the project, the resilience need it serves, its location, microgrid boundary and islanding point(s)
- A demonstration of how the project meets eligibility requirements “A” (Vulnerable to Outages) and “B” (Disadvantaged and Vulnerable Community)
- Locations of all Project Resources (both existing and planned), and any known non-project resources
- Additional information necessary to score the project:
    - The number of California Alternate Rates for Energy Program (CARE) and/or Family Electric Rate Assistance Program (FERA) or otherwise vulnerable customers, including an attestation from local or tribal authority having jurisdiction for vulnerable customer data
    - The number and description of Critical Facilities and Community Resilience Service facilities located within the microgrid project’s boundary
- Summary project cost estimate and Application Incentive Request, with details to be provided in Attachment section:
    - Actual costs incurred [or expected to be incurred] to develop the MIP Application (Application Development Grant request, capped at $25k)
    - Total estimated project cost that the community anticipates incurring and that is eligible for reimbursement
    - Amounts that will be funded by your organization, other organizations or grants, and the MIP (Application Incentive Request)
    - Calculations showing how the Applicant accounted for actual and estimated costs eligible for funding under the MIP and actual and estimated non-MIP revenue sources, to arrive at the amount of its MIP incentive request.

Participating Loads and Project Resources

- Hourly aggregate load profiles of the customers within the microgrid boundary, including a forecast of how these metered load profiles will grow over the lifetime of the microgrid project (10 years). This information will be provided by PG&E during the Technical Consultation.
    - The number and types of planned and existing IFOM and BTM Project Resources (solar, wind, battery-based energy storage, etc.) and, if known, planned and existing IFOM and BTM non-Project Resources.
    - Each Project Resource’s manufacturer, technical data and operating parameters
    - If these Project Resources currently exist or if they will be new and need to submit an interconnection request to the utility
    - A brief showing how these Project Resources will support the load of the customers and facilities connected to the microgrid (detailed engineering analysis to be provided in Attachments)

- An estimate of the greenhouse gas emissions per kilowatt/hour (kWh) of electricity generated by Project Resources and Non-Project Resources when the Microgrid Project is in Island Mode.

Required Attachments

AIR Request, including the following information:

- Detailed estimate of costs to be incurred for those activities and facilities that are eligible for reimbursement under the MIP.
- Detailed accounting of actual application development costs incurred, subject to reimbursement up to $25k through the Application Development Grant.
- Breakout of costs to be funded by:
    - Self (community or CMG Aggregator) funding
    - Other grants or other sources
    - MIP
- Attestations/letters of support from local and tribal governments; if applicable
- Microgrid Proposal detailing MIP technical eligibility, including:
    - A 30% single-line diagram of the proposed microgrid that describes the microgrid's:
        - Microgrid Islanding Point(s)
        - Boundary, e.g., geographic polygon indicating boundary
- Project Resources and Balance of System to extent known
    - Project site(s) details:
        - Location(s)
        - The status of control your organization will have over the project site(s)
        - Customers to be energized
        - Permits you will need to secure to deploy and operate your microgrid's Project Resources
    - Microgrid development plan
    - An engineering analysis demonstrating how the proposed microgrid's Project Resources will support the projected loads for a minimum of 24 consecutive hours in Island Mode.
    - Copies of any relevant Interconnection Study applications for Project Resources (as applicable)

All of the above Tasks 1-3 will culminate in a complete, compliant and successfully submitted MIP application.

Project Schedule & Budget

Upon Oroville executing an agreement and issuing a Notice to Proceed (NTP), OurEnergy will provide the Scope of Work on an ongoing basis, and will continuously assist in aligning and maintaining our services and the services of other contractors under our management with Oroville's schedule of development. Should circumstances or conditions result in a schedule change, OurEnergy will work with Oroville to provide the Scope of Work on a mutually agreed upon schedule. An estimated schedule is provided below.

OurEnergy proposes to provide the Scope of Work on a T&M (time and materials) basis, with a not to exceed (NTE) budget of $25,000 for work performed up to grant application submission. From the applicant development grant reimbursement, Oroville may then utilize up to $5,000 from the $25,000 total to offset its own staff costs for time spent working with OurEnergy on the study and grant application. Oroville must track their time spent and provide a summary of hours and associated costs in order to receive the reimbursement.

OurEnergy's consulting-reimbursable budget by task is estimated in the table below. We will invoice monthly on progress, net 30-days, and will only invoice up to $20,000 in total until the grant application is complete and the City's costs are defined.

Standard 2025 labor rates are attached. Labor rates are subject to routine annual increases.

We may utilize specialty subcontractors as-needed and on prior approval. We will outline specific tasks for subconsultants where practical, planned in advance and approved by Oroville.

TASK	MILESTONE	TOTAL
	Initial PG&E Consult	
T0	Project Setup & Support	$5,000
T1	Discovery	$5,000
T2	MIP Stage 1 Study	$5,000
T3	MIP Stage 2 Application	$10,000
	Total	**$25,000 (Less City hours)**

Note that a conforming grant application also requires collaboration and participation from City staff to provide City controlled information, reviews and approvals. Should the City abandon the application before it is completed, or should the City not comply with application-required information requests, then the remaining balance to hit the $25,000 application development grant amount will be due to OurEnergy, regardless of whether the application is deemed acceptable by PG&E.

When Oroville receives the $25,000 Consulting Reimbursement from PG&E, it may refund itself for the hours incurred, with an NTE of $5,000, and pay OurEnergy the remaining amount owed (the difference between the City's $5,000 NTE and City's cost incurred).

Any changes in level of effort or forward planning outside those referenced here that may justify a change in scope or compensation will be flagged in the monthly report and can be adjusted with the Oroville team as needed. We will not incur costs beyond the NTE amount without prior approval.

Additional lump-sum or Time and Materials (T&M) scope additions (add services) may be negotiated and amended on an as–needed basis. We are also open to discussing structures that may be preferable to the client.

Project Team

Below are the core OurEnergy team members currently planned to support these efforts:

- **Dustin Jolley**, PE, LEED AP | *Principal in Charge*
  - Mr. Jolley will be the Principal in Charge and will be the lead technical expert overseeing all technical aspects of the project.
- **Nicole Smith** | *Program Manager*
  - Mrs. Smith will serve as the primary point of contact during the grant application and will be supporting the project team and helping coordinate the timeline and tasks.
- **Meera Bhasin**, EIT | *Electrical Engineer*
  - Ms. Bhasin will provide technical, analytical, design and project/task management support as needed.

Other team members and specialists may be submitted, following further discovery and project scoping.

Closing Notes

Thank you for the opportunity to work with you on this exciting project. Please feel free to contact me with any questions:

Dustin Jolley | *CEO, Founder & Principal*

Office: (831) 200-3969
Direct: (831) 252-0093
Email: dustin@ourenergyco.com

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 28th day of February, 2024, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and OurEnergy, LLC, 101 Cooper Street, Santa Cruz, CA 95060 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted a vendor proposal evaluation in January & February, 2024, and selected CONTRACTOR as the preferred service provider;

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

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2025 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $20,000 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.

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

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

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

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

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

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

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability to the extent caused by Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall indemnify, but not defend CITY toward resolution of the alleged injury. Contractor bears no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of

liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

For any percentage of liability determined to be based upon the comparative fault of Contractor, Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and

policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultants profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

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

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

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

at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

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

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR

shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

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

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

CONTRACTOR:
OurEnergy
101 Cooper Street,
Santa Cruz, CA 95060
Attention: Dustin Jolley

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

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

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

20. EXECUTION.
This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof

shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 28th day of February, 2024.

CONTRACTOR:

{Dustin Jolley, CEO}

CITY OF OROVILLE:

Brian Ring, City Administrator

APPROVED AS TO FORM:

Scott Huber, City Attorney

Study & Grant Application Proposal

Prepared For:

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
(530) 538-2430 x2402
cityoforoville.org
ppiatt@cityoforoville.org

Prepared By:

OurEnergy
101 Cooper Street
Santa Cruz, CA 95060
831.200.3969
ourenergyco.com

Proposal Date:

February 14, 2024

Project Title:
City of Oroville
PG&E Microgrid Incentive Program
Preliminary Feasibility Study &
MIP Grant Application

February 14, 2024

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Subject: Grant Application for Microgrid Incentive Program

Dear Patrick,

OurEnergy takes pride in serving clients to plan and implement the most cost-effective renewable energy, electrification and advanced energy systems to increase resilience, reduce energy costs, and decrease emissions. We provide independent energy expertise, above the influence of systems vendors. Attributes that make our firm exceptionally qualified include:

- Deep understanding of renewable and advanced energy technologies, products, economics and trends.
- A focus on risk management and finance options with sophisticated risk analysis and mitigation.
- Highly vetted approach and process.
- Full spectrum advanced energy project development services, feasibility through operations.
- Independent. OurEnergy inherently takes a technology-agnostic approach to find the most appropriate solutions.
- Flexible and nimble. We offer a range of delivery structures from Owner's Engineer to full scope development.

This is an exciting project that fits our expertise and service offerings well. I look forward to the opportunity to work with the City of Oroville, and hopefully build a long and fruitful relationship.

Sincerely,



Dustin Jolley, PE, LEED AP
CEO, Founder & Principal

Project Background

This proposal documents OurEnergy's offer to assist the City of Oroville in applying for grant funding toward designing and building a community-resilience microgrid.

The California Public Utilities Commission (CPUC) is offering up to $18 million in grant funding to qualifying municipalities. The grant fund is referred to as the "Microgrid Incentive Program" (MIP). The purpose of a MIP grant is to provide funds for study, design, construction, and commissioning of a microgrid that energizes critical community facilities. In Northern California, CPUC has charged Pacific Gas & Electric (PG&E) with administration of MIP. The initial tranche of grant funds becomes available in Q2 2024, with applications due before then.

Toward processing and evaluating the MIP application, PG&E requires that the applicant work with a qualified engineering consulting firm to: 1) perform a preliminary techno-economic feasibility study, 2) represent and advise the city in a series of technical meetings with PG&E, and 3) compile and submit all MIP application-required documentation. To help applicants offset the costs of the study and grant application, MIP offers a $25,000 consulting reimbursement grant for the submission of a conforming MIP application, regardless of whether a MIP grant is ultimately awarded.

To apply for a MIP grant, an applicant must meet two key criteria. Applicants must be both vulnerable to PG&E outages and be located in a Disadvantaged and Vulnerable Community (DVC) zone, based on historical and census data. The City of Oroville meets both of these criteria. PG&E data indicates electrical power vulnerability to multiple Public Safety Power Shutoff (PSPS) events, and PG&E lines feeding the city may be subject to Tiers 2 & 3 High Fire-Threat Districts. US Census data shows Orovill to be in a DVC zone.

The primary goal of the MIP grant is to increase critical infrastructure resilience against PG&E energy supply limitations, power shutoffs, and natural disasters. Another goal is to deliver economic benefits, including potentially reduced energy bills and/or reduced future energy infrastructure upgrade investments for the city and the community. Further, by utilizing any renewable energy resources that prove to be feasible, there will be environmental benefits as well.

For the purpose of MIP grants, a microgrid is defined as a collection of PG&E-metered accounts combined with front-of-meter interconnected and qualifying behind-the-meter distributed energy-generation resources (DERs) (e.g., solar, wind, generators, etc.) that are contained within a clearly defined electrical distribution boundary. A MIP-funded microgrid must offer the ability for at least two separate meter accounts to disconnect from and reconnect to PG&E's grid.

Common terms used to describe fundamental microgrid capabilities are "blue sky mode" and "island mode." In "blue sky mode" PG&E's grid is operating normally and the microgrid and microgrid DERs are interconnected with PG&E. In "island mode" the microgrid disconnects from PG&E's grid and utilizes its own energy generation, independently from PG&E, for up to a specified period of time. MIP qualifications require a minimum capacity of 24 hours of independent operation. Microgrid customers often prefer the ability to sustain protection against grid power outages for longer than 24 hours.

OurEnergy understands that the City of Oroville desires to apply for up to $18 million in MIP grant funding. The grant awarding process is competitive, and there is no guarantee that a grant will be awarded or that a full amount of $18 million will be awarded.

PG&E has provided a point system by which the MIP grant awards will be scored. During the preliminary feasibility study and grant application process, OurEnergy will apply its expertise and work with Oroville staff to evaluate and propose a microgrid approach to optimize the best possible competitive scores for Oroville's grant application.

OurEnergy and City of Oroville staff members have already engaged in an initial informational consultation with PG&E. PG&E has indicated that Oroville scores highly in its qualifications for a MIP grant. Thus all conditions look quite favorable for Oroville's grant application to qualify for, at the very least, a $25,000 application reimbursement.

Regardless of whether a large MIP grant is awarded, as long as Oroville and OurEnergy work together to satisfactorily complete the MIP application's required checklist and propose a conforming project, PG&E will reimburse up to $25,000 toward consulting and grant application submission.

OurEnergy is expertly qualified and would be honored to assist the City of Oroville toward studying the feasibility of a municipal microgrid project, making optimized planning recommendations, and submitting the highest quality MIP grant application.

Proposed Approach & Scope:

Task 1: Discovery & Fact Finding

As part of a previous PG&E informational consultation, City of Oroville representatives have already provided an initial wish list of sites and facilities to consider for inclusion within a community microgrid. Upon approval of this proposal, OurEnergy will engage with city representatives to narrow this list to fit within a preliminary feasibility study required for the MIP application stages to follow.

To lay the groundwork for a preliminary feasibility study, OurEnergy will meet with City staff to consider up to two microgrid boundary alternatives that could encapsulate and serve power to select, prioritized sites or facilities, possibly from this list:

- Public Safety Center (Police & Fire)
- County Jail

- Wastewater Treatment
- City Water Supplies
- Community Hospital
- Municipal Airport
- Corporate Yard & Offices
- Tribal Health Center
- Veterans Housing
- City Hall
- Convention Center
- Schools
- Commercial Thoroughfare
    - Petroleum Fueling Stations
    - Grocery Stores
    - Motels

Encapsulating the entire list would require a microgrid development and construction budget far exceeding $18 million. Although additional government grants and/or public/private funding options may be available to finance such a project, and OurEnergy is quite capable of delivering such a project, a winning MIP application will require a strategic approach and may not include a request for the maximum funding amount. It is important to note that for the MIP program, a smaller grant request can score more highly in the competition, because overall scoring is based on the community benefit scoring divided by the amount of grant funds requested.

The above list does provide a starting point for discussions, and narrowing this list to two alternative boundary locations will be the goal of this Task 1. In the early days of kicking off Task 1, City representatives are welcome to add or remove wishlisted sites or facilities, and OurEnergy will advise in the process.

During this Task 1, OurEnergy will:

- Meet with City staff and discuss PG&E's scoring system and consider location options
- Collect information to support evaluation of two microgrid boundary options, including:
    - Factors driving needs for improved resilience
    - Predicted community benefits
    - Number of PG&E meter accounts included
    - Number of PG&E microgrid isolation points required
    - Energy use history, trends, and projections for future needs
    - Pre-existing energy resources that may be utilized to reduce microgrid costs
    - Size, type, configuration and location(s) of new microgrid DERs
    - Overall MIP scoring considerations
- Analyze and report on the information collected
- Recommend a single microgrid boundary option best suited to score highly toward the MIP grant application.

Task 2: MIP Study & Application Stage 1: Consultation

OurEnergy's Task 2 is to assist the City in entering Stage 1 of the MIP grant application process. This requires a series of technical consultations with PG&E, whereby OurEnergy and the City will present and iteratively refine a microgrid project proposal with PG&E's involvement.

From this Task 2 through the completion of Task 3 with the concluding deliverables of this proposal, OurEnergy will follow PG&E's requirements for a conforming MIP application, specified in "Stage 1: Consultation" and "Stage 2: Application" as documented in the PG&E MIP Handbook, found at https://www.pge.com/assets/pge/docs/save-energy-and-money/rebate-and-incentives/PGE-MIP-Handbook.pdf.html.

The goals of PG&E's Stage 1 are:

- Identify resiliency needs within the community
- Discuss potential projects/energy solutions to meet community's need
- Review the eligibility requirements for MIP funding
- Discuss with Applicant's engineering partner any design challenges, and coordinate on solutions in preparation for application

OurEnergy and City staff have already completed an Initial Resilience Consultation with PG&E, as described on page 15 of the PG&E MIP Handbook. Based on this consult, PG&E provided the go ahead to request the next step, a Microgrid Technical Consultation.

The following deliverables are required to open technical consultations with PG&E and to open the grant application process:

- Proposed Single Line Diagram (30% design)
- Proposed Site Map, including:
    - Planned Project Energy Generation Resources
    - Proposed Microgrid Electrical Boundary
    - Proposed Point of Interconnection for planned and existing Project Resources
    - Proposed Microgrid Islanding Point, if known
    - Location of controls and networking rack, if known
- List of customers to be served by the microgrid, including PG&E Meter Account IDs
- Proposed new generation type and size (e.g., Battery Energy Storage System – 1 MW/2MWh) and manufacturer, if known
- When in Island Mode, the desired minimum number of consecutive hours of service
- Evidence of Technical Representation
    - Engagement Letter from the Applicant Engineer (OurEnergy)
    - Name and contact for any engineering or development resources assisting the community (one contact per involved party)
    - Applicant experience attestation

Following a continuing series of project feasibility evaluation actions and PG&E technical consultations, PG&E will provide templates to begin reviewing contractual conditions and processes that will emerge from the grant application process. Those templates will include:

- MIP Grant Agreement
- Information on the generator interconnection process
- Microgrid Island Study Agreement
- Microgrid Special Facilities Agreement
- Microgrid Operating Agreement (MOA)

Task 3: MIP Study & Application Stage 2: Application

At the completion of this Task 3 and this proposal's Scope of Work, OurEnergy and City staff will have submitted a MIP grant application to PG&E.

The goals of PG&E's Stage 2 are:

- Develop and gather information for your MIP Application
- Complete and submit the MIP Application to PG&E during a MIP Application Window
- Complete the Grant Agreement

OurEnergy will compile, review with Oroville staff, and submit the following MIP Application requirements:

Project Description

- Executive Summary describing the project, the resilience need it serves, its location, microgrid boundary and islanding point(s)
- A demonstration of how the project meets eligibility requirements "A" (Vulnerable to Outages) and "B" (Disadvantaged and Vulnerable Community)
- Locations of all Project Resources (both existing and planned), and any known non-project resources
- Additional information necessary to score the project:
    - The number of California Alternate Rates for Energy Program (CARE) and/or Family Electric Rate Assistance Program (FERA) or otherwise vulnerable customers, including an attestation from local or tribal authority having jurisdiction for vulnerable customer data
    - The number and description of Critical Facilities and Community Resilience Service facilities located within the microgrid project's boundary
- Summary project cost estimate and Application Incentive Request, with details to be provided in Attachment section:
    - Actual costs incurred [or expected to be incurred] to develop the MIP Application (Application Development Grant request, capped at $25k)
    - Total estimated project cost that the community anticipates incurring and that is eligible for reimbursement

- Amounts that will be funded by your organization, other organizations or grants, and the MIP (Application Incentive Request)
- Calculations showing how the Applicant accounted for actual and estimated costs eligible for funding under the MIP and actual and estimated non-MIP revenue sources, to arrive at the amount of its MIP incentive request.

Participating Loads and Project Resources

- Hourly aggregate load profiles of the customers within the microgrid boundary, including a forecast of how these metered load profiles will grow over the lifetime of the microgrid project (10 years). This information will be provided by PG&E during the Technical Consultation.
  - The number and types of planned and existing IFOM and BTM Project Resources (solar, wind, battery-based energy storage, etc.) and, if known, planned and existing IFOM and BTM non-Project Resources.
  - Each Project Resource's manufacturer, technical data and operating parameters
  - If these Project Resources currently exist or if they will be new and need to submit an interconnection request to the utility
  - A brief showing how these Project Resources will support the load of the customers and facilities connected to the microgrid(detailed engineering analysis to be provided in Attachments)
- An estimate of the greenhouse gas emissions per kilowatt/hour (kWh) of electricity generated by Project Resources and Non-Project Resources when the Microgrid Project is in Island Mode.

Attachments

- AIR Request,11 including the following information:
  - Detailed estimate of costs to be incurred for those activities and facilities that are eligible for reimbursement under the MIP.
  - Detailed accounting of actual application development costs incurred, subject to reimbursement up to $25k through the Application Development Grant.
  - Breakout of costs to be funded by:
    - Self (community or CMG Aggregator) funding
    - Other grants or other sources
    - MIP
- Attestations/letters of support from local and tribal governments; if applicable
- Microgrid Proposal detailing MIP technical eligibility, including:
  - A 60% single-line diagram of the proposed microgrid that describes the microgrid's:
    - Microgrid Islanding Point(s)
    - Boundary, e.g., geographic polygon indicating boundary
- Project Resources and Balance of System to extent known
  - Project site(s) details:
    - Location(s)
    - The status of control your organization will have over the project site(s)
    - Customers to be energized
    - Permits you will need to secure to deploy and operate your microgrid's Project Resources
  - Microgrid development plan

- An engineering analysis demonstrating how the proposed microgrid's Project Resources will support the projected loads for a minimum of 24 consecutive hours in Island Mode.12
- Copies of any relevant Interconnection Study applications for Project Resources (as applicable)

All of the above Tasks 1-3 will culminate in a complete, compliant and successfully submitted MIP application.

Follow-on Proposals

Following the completion of this Scope of Work, and upon the award of a Grant Agreement by PG&E, OurEnergy is further qualified and will be available to negotiate and contract with the City of Oroville toward subsequent project stages, including further required technical implementation studies, financing, vendor contracting, project management, construction, and operations.

OurEnergy Company Profile

OurEnergy is a consulting, engineering and project development services company headquartered in Santa Cruz, California. We are a best-in-class, collaborative team of professionals that designs and implements sustainable energy infrastructure systems from concept to completion.

We serve select clients and work with industry collaborators in a variety of energy, sustainable design, consulting and construction projects including renewable energy, green building, sustainable systems, asset portfolio management, green buildings and infrastructure, and low impact development.

Our core team has held technical and managerial roles in implementing over 2GW of a mix of renewable energy technologies for community/residential, commercial/mixed-use, industrial and utility-scale projects. OurEnergy has played a key role in implementing over 250 MW of solar and renewables projects now operational and currently has approximately 750MW currently under development.

We are proud to be a leading developer of advanced microgrids. We pioneer and employ new and innovative project structuring, technical architectures, and approaches, and we help pave the way for a more resilient, participatory, and sustainable grid of the future.

OurEnergy's core practice can be best characterized as full-scope project and program development services. Our expertise is in executing the process from early planning, strategy and feasibility, through implementation of complete engineering, procurement, construction management, commissioning and asset management (EPC/M). We also have an established track record of providing expert Owner's Engineer representation services to a range of public and private clients.

We are agnostic and independent of any product manufacturers, meaning we can recommend the most appropriate technologies and competitive solutions. Our goal is to optimize around the customer/stakeholders, solutions and the delivery team - through leveraging our global procurement strength along with our commitment to local partnerships. We view every engagement as a commitment to the project lifecycle and we will always strive to find creative solutions, add value and success.

Project Team

The core OurEnergy team members currently planned to support these efforts are as follows:

- **Dustin Jolley**, PE, LEED AP | *Principal in Charge*
  - Mr. Jolley will be the Principal in Charge and will be the lead technical expert overseeing all technical aspects of the project.
- **Curt Dowdy** | *Program Executive*
  - Mr. Dowdy will be responsible for team resource allocation and execution capabilities.
- **Ashley Gremel** | *Program Manager*
  - Ms. Gremel will serve as the primary point of contact during the work and will be supporting the project team and helping coordinate the timeline and task delivery.
- **Tristan Massey** | *Senior Project Engineer*
  - Mr. Massey will oversee, contribute to and review the technical development of the work and deliverables.
- **Dario Mirabal Herrera** | *Project Engineer*
  - Mr. Herrera will provide technical, analytical, design and project/task management support as needed.
- **Meera Bhasin** | *Electrical Engineer*
  - Ms. Bhasin will provide technical, analytical, design and project/task management support as needed.

Anticipated Project Schedule

Upon City of Oroville executing an agreement and issuing a Notice to Proceed (NTP), OurEnergy will provide the Scope of Work on an ongoing basis, and will continuously assist in aligning and maintaining our services and the services of other contractors under our management with City of Oroville's partners schedule of development. Should circumstances or conditions result in a schedule change, OurEnergy will work with the City of Oroville to provide the Scope of Work on a mutually agreed upon schedule. A preliminary estimate of schedule is provided below:

TASK	MILESTONE	DATE
	NTP & Kickoff	2/21/2024
1	Discovery/Fact Finding	3/4/2024
2	MIP Study & Application Stage 1: Consultation	3/15/2024
3	MIP Study & Application Stage 2: Application	4/15/2024

Budget & Compensation

The Microgrid Incentive Program, administered by PG&E, offers a $25,000 reimbursement grant (Consulting Reimbursement) following the submission of a conforming MIP application. MIP stipulates that awarded funds are to be paid by PG&E directly to the City of Oroville.

OurEnergy proposes to provide this proposal's Scope of Work on a T&M (time and materials) basis, with a budget of $20,000, for work performed up to grant application submission. From the Consulting Reimbursement, the City of Oroville may then utilize $5,000 from the $25,000 total to offset its own staff costs for time spent working with OurEnergy on the study and grant application.

OurEnergy's consulting-reimbursable budget by task is estimated in the table below.

TASK	MILESTONE	BUDGET
1	Discovery/Fact Finding	$2,500
2	MIP Study & Application Stage 1: Consultation	$10,000
3	MIP Study & Application Stage 2: Application	$7,500
	Total Consulting Reimbursement Budget	**$20,000**

Upon approval of this proposal, OurEnergy will invoice the City of Oroville for a $5,000 good faith deposit. Work will commence following OurEnergy's receipt of the deposit. The remaining balance of $15,000 will be invoiced, due and payable to OurEnergy upon Task 4 completion and submission of the MIP grant application to PG&E.

When the City of Oroville receives the $25,000 Consulting Reimbursement from PG&E, it may refund itself the original $5,000 deposit paid to OurEnergy plus $5,000 toward offsetting the City's staff costs.

Standard 2024 labor rates are attached. Labor rates are subject to routine annual increases.

OurEnergy will log and track T&M as it is expended during this Scope of Work. As this Scope of Work progresses, OurEnergy will notify the City of Oroville in advance in the event any T&M expenditures may risk trending toward exceeding the $20,000 budget. OurEnergy and Oroville may then mutually determine the acceptability of any proposed amounts that exceed the consulting reimbursement and assign those amounts to be reimbursed to OurEnergy via a subsequent phase MIP grant award, if such

an agreement is made. Should a MIP microgrid grant not be awarded to City of Oroville, OurEnergy will waive and dismiss any amounts exceeding the original $20,000 budget.

OurEnergy may utilize specialty subcontractors as-needed and on prior approval. We will outline specific tasks for subconsultants where practical, planned in advance and approved by the City of Oroville.

OurEnergy will provide the City of Oroville with progress reports, no less frequently than monthly.

Any changes in level of effort or forward planning outside those referenced here that may justify a change in scope or compensation will be flagged in the monthly report and can be adjusted with mutual agreement with the City of Oroville as needed.

Additional lump-sum (LS) or Time and Materials (T&M) scope additions (add services) may be negotiated and amended on an as–needed basis. We are also open to discussing structures that may be preferable to the City.

We also wish to express that OurEnergy has an interest in developing and implementing the ultimate energy infrastructure and assets alongside the City of Oroville. In the case of MIP for example, as the "Microgrid Aggregator". As next phase opportunities become clearer, we would appreciate the option to adapt our development services approach to a development arrangement, if appropriate. We will be happy to present the City of Oroville with a framework and development services agreement (DSA) if interested in this approach.

We additionally understand that not every potential project or facility in the City targeted for renewables, resilience and new energy infrastructure will be able to be included in the MIP application. In separate scopes of work we would be happy to work with the City in studying, scoping and implementing other projects, such as utility strategies, virtual power plants (VPPs), other Hybrid Power Generation, EV infrastructure (EVSE), electrifying Oroville's airport, or others.

We have received and are currently reviewing the City's standard consulting services agreement, which may form the basis of a relationship for professional services.

Once executed, a work order will be issued under that contract with this approved proposal. We understand timing is of the essence and we are willing to perform the initial work in pursuit of the timely submission of the grant application with the $5000 deposit while contracts are finalized.

Closing Notes

Thank you for the opportunity and trust to work with you on this exciting project, and toward the future of the City's critical infrastructure. Please feel free to contact us with any questions.

Dustin Jolley | *CEO, Founder & Principal*

Office: (831) 200-3969
Direct: (831) 252-0093
Email: dustin@ourenergyco.com



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FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF OROVILLE AND OURENERGY

This **First Amendment to the Agreement for Professional Services** ("Amendment") is made and entered into as of April 9, 2025, by and between the **City of Oroville**, a municipal corporation ("City"), and **OurEnergy**, a California-based professional energy consulting firm ("Consultant").

RECITALS

A. City and Consultant entered into an Agreement for Professional Services on or about February 20, 2024, whereby Consultant agreed to provide services related to the City's application for PG&E's Microgrid Incentive Program (MIP) (the "Agreement").

B. City now desires to amend the Agreement to expand the scope of services and increase the not-to-exceed amount of compensation.

C. Consultant represents that it is qualified and willing to perform the additional services under the terms set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Scope of Services

The Scope of Services set forth in Attachment A to the original Agreement is hereby expanded to include:

- Preparation of a comprehensive infrastructure cost estimate for the Southside neighborhood of Oroville, including full roadway reconstruction, sidewalks, curbs, gutters, storm drainage systems, and street lighting.
- A preliminary feasibility analysis for a potential neighborhood-level microgrid in the Southside area.
- Continued availability for on-call consulting services related to energy infrastructure and funding opportunities.

2. Amendment to Compensation

The not-to-exceed amount of compensation under the Agreement is hereby increased by **Fifty Thousand Dollars ($50,000)**. As amended, the total not-to-exceed amount shall not exceed **Seventy Thousand Dollars ($70,000)**.

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All services will be performed on a time and materials basis in accordance with Consultant's standard 2024 labor rates unless otherwise agreed in writing.

3. Effect of Amendment

Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

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

CITY OF OROVILLE
By: Signed by: Brian Ring 82AF007790504AE...
Brian Ring, City Administrator

Date: _____

CONSULTANT: OURENERGY
By: Dustin Jolley
Dustin Jolley, Principal

Date: _____

APPROVED AS TO FORM:
By: Signed by: 6D4AD9E804143...
Scott E. Huber, City Attorney

ATTEST:
By: Signed by: Kayla Reaster C30ECC821A406...
City Clerk

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ATTACHMENT A

Statement of Work #2:

Energy Consulting

OURENERGY
101 Copper Street
Santa Cruz, CA 95060
+1 (831) 200-3969
ourenergy.com

Date:

March 28, 2025

Prepared for:

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

CITY OF OROVILLE California

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March 28, 2025

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Subject: Energy Consulting

Dear Mr. Piatt,

OurEnergy enthusiastically offers our infrastructure consulting, design, and development services for consideration by City of Oroville (the City).

OurEnergy's reputation is built upon deep expertise, integrity, and commitment to excellence. We assist clients to plan and implement the most cost-effective renewable energy, electrification, and advanced energy systems to decrease emissions, increase resilience, reduce energy costs, and achieve zero carbon goals. We operate independently from systems and equipment vendors to ensure that you will get optimized, unbiased recommendations and designs.

Attributes that make our firm exceptionally qualified include:

- Deep understanding of renewable and advanced energy technologies, products, economics, and industry trends.
- A focus on risk management, supporting financial decisions with sophisticated risk analysis and mitigation.
- Highly vetted approach and process.
- A complete, full-service menu of advanced energy project development services, from feasibility through operations & maintenance.
- OurEnergy inherently takes a technology-agnostic approach to find the most appropriate solutions.
- Flexible and nimble. We offer a range of contract structures from Owner's Engineer to full scope development as a service.

Yours is an exciting project that fits our expertise and infrastructure service offerings well. We would be deeply honored and excited to earn an opportunity to work with the City and ideally build a long-term, fruitful relationship with the City.

Sincerely,



Dustin Jolley, PE, LEED AP
CEO, Founder & Principal

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Project Understanding

The City of Oroville desires expert consulting assistance toward studying, developing, implementing, and managing a sustainable city-wide energy plan and projects that deliver increased advantages to the City's financial, resilience, and community benefit goals. The City would like for these consulting services to be available on an ad hoc basis, as well as for analysis of Microgird Options and for a cost estimate for the Southside District Improvement project. The details of this scope are detailed below.

Proposed Approach & Scope

1. General Advising Services
    a. Stakeholder engagement including Pioneer Community Energy, PG&E
    b. Strategy development - City positioning and transactional support w/ stakeholder and prospective developers/operators
2. Southside District Improvements, Cost Estimate
    a. Estimate and present the costs of the following scope:
        i. New street lighting
        ii. New underground dry utilities
        iii. New wet-utilities
        iv. Landscaping and community spaces
        v. Streetscaping: curb & gutter
        vi. Road resurfacing (where applicable)
        vii. Renewable energy installations (where applicable)
3. Microgrid Options Assessment
    a. Analyze the offtake and buildout scenarios for potential Microgrid projects.
    b. Categories to be analyzed:
        i. Timeline
        ii. Cost
        iii. Risk
        iv. Technical feasibility
        v. Legal Considerations

Project Schedule & Budget

Upon the City executing an agreement and issuing a Notice to Proceed (NTP), OurEnergy will provide the Scope of Work on an ongoing basis, and will continuously assist in aligning and maintaining our services and the services of other contractors under our management with the City's partner's schedule of development. Should circumstances or conditions result in a schedule change, OurEnergy will work with the City to provide the Scope of Work on a mutually agreed upon schedule. An estimate of schedule is provided below:

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OurEnergy proposes to provide the Scope of Work on a T&M (time and materials) basis, with a not to exceed (NTE) budget of $50,000. Budget by task is estimated in the table below. A $10,000 deposit is due on NTP. We will invoice monthly on progress, net 30-days.

Standard 2025 labor rates are attached. Labor rates are subject to routine annual increases.

We may utilize specialty subcontractors as-needed and on prior approval. We will outline specific tasks for subconsultants where practical, planned in advance and approved by the City.

TASK	MILESTONE	DURATION	BUDGET	
	Kickoff			
T1	General Advising Services	Ongoing	$20,000	
T2	Southside District Improvements, Cost Estimate	6 weeks	$15,000	
T3	Microgrid Options Assessment	6 weeks	$15,000	
	Total		**$50,000**	

Any changes in level of effort or forward planning outside those referenced here that may justify a change in scope or compensation will be flagged in the monthly report and can be adjusted with the the City team as needed. We will not incur costs beyond the NTE amount without prior approval.

Additional lump-sum or Time and Materials (T&M) scope additions (add services) may be negotiated and amended on an as–needed basis. We are also open to discussing structures that may be preferable to the client.

We are also providing initially here a Master Agreement for Professional Services which may form the basis of a relationship for professional services.

Once executed, a work order will be issued under that contract with this approved proposal.

Assumptions

1. Client will provide any authorizations and inputs for our work in a timely manner that may apply, including access to the project sites and equipment locations.
2. Client will assign point(s) of contact to effectively coordinate our work together. Client or a designated team member will assist in obtaining information from project participants, current asset owners/operators, and other stakeholders, unless OurEnergy is specifically requested and agrees to do so.
3. All required permit application fees, title report fees, and inspection/test fees to be paid by others, unless mutually agreed in advance.
4. No direct testing or construction activities will be provided by OurEnergy. OurEnergy's site work will be limited to coordination, observation and documentation.
5. All subcontractors and other direct costs including materials, travel, per diem, meals, and hotel costs incurred will be billed as a reimbursable expense per the applicable rate table.

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Project Team

Attached, please find the resumes for our core OurEnergy team members currently planned to support these efforts:

- **Dustin Jolley**, PE, LEED AP | *Principal in Charge*
  - Mr. Jolley will be the Principal in Charge and will be the lead technical expert overseeing all technical aspects of the project.
- **Eric Bastoul**, PE | *Program Manager*
  - Mr. Bastoul will serve as the primary point of contact during the work and will be supporting the project team and helping coordinate the timeline and tasks.
- **Tristan Massey,** PE | *Senior Project Engineer*
  - Mr. Massey will oversee, contribute to, and review the technical development of the work and deliverables.
- **Meera Bhasin**, EIT | *Electrical Engineer*
  - Ms. Bhasin will provide technical, analytical, design and project/task management support as needed.
- **Dario Mirabal-Herrera,** LEED GA | *Project Engineer*
  - Mr. Mirabal will support modeling, analysis, and technical tasks as needed.

Other team members and specialists may be submitted, following further discovery and project scoping.

Company Profile

OurEnergy is a consulting/engineering and project development services company headquartered in Santa Cruz, California. We are a California-registered Small Business Enterprise that serves clients and projects spanning an international footprint, from across the United States, Latin America/Caribbean, Pacific Islands, and Africa.

Combining our own expert professionals with a highly vetted cadre of collaborative partners, we are equipped to serve any size sustainable systems infrastructure project from concept to completion.

We work alongside industry collaborators in a variety of energy, sustainable design, consulting, and construction projects. These include renewable energy, green building, resilient infrastructure, systems management & automation, asset portfolio management, and low-impact development.

We serve select clients developing mission-critical infrastructure and facilities including corporate and institutional campuses, commercial and industrial facilities, public infrastructure, ports/airports, municipalities, utilities, and others.

Our core team has held technical and managerial roles in implementing over 2GW of renewable energy technologies for commercial/mixed-use, industrial, municipal, and utility-scale projects. OurEnergy has played a key role in implementing over 250 MW of solar and renewables projects now operational and currently has over 1 GW in planning and development phases.

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With respect to one of our many specialties, we are proud to be a leading developer of advanced microgrids. We've pioneered and deployed new and innovative project structuring, technical architectures, and systems approaches. We're paving the way for what we view as a more resilient, participatory, and sustainable grid of the future.

OurEnergy's range of services can be best characterized as full-scope project and program development services. We expertly execute processes starting with early planning, strategy, and feasibility, and continuing through implementation of complete engineering, procurement, construction management, commissioning and asset management (EPC/M).

We are agnostic and independent of any product manufacturers, meaning we can specify the most appropriate technologies and competitive solutions. Our goal is to optimize around our customer/stakeholders circumstances, their desired solutions, and what constitutes the right delivery team. We leverage global procurement strength along with our commitment to local partnerships. We view every engagement as a commitment to the project lifecycle and we will always strive to find creative solutions, add value, and drive impactful results.

Closing Notes

Thank you for the opportunity to work with you on this exciting project. Please feel free to contact me with any questions:

Dustin Jolley | *CEO, Founder & Principal*

Office: (831) 200-3969
Direct: (831) 252-0093
Email: dustin@ourenergyco.com

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Audit trail

Details

FILE NAME	First Amendment to OurEnergy Oroville Agreement.pdf - 4/9/25, 8:02 PM
STATUS	Signed
STATUS TIMESTAMP	2025/04/10 19:00:45 UTC

Activity

SENT	nicole@ourenergyco.com **sent** a signature request to: • Dustin Jolley (dustin@ourenergyco.com)	2025/04/10 03:02:28 UTC
SIGNED	**Signed** by Dustin Jolley (dustin@ourenergyco.com)	2025/04/10 19:00:45 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2025/04/10 19:00:45 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **CODY NISSEN, AIRPORT MANAGER**

RE: **HANGAR LEASE RENEWALS FOR BUTTE COUNTY SHERIFF'S OFFICE AVIATION AND MARINE UNITS – OROVILLE MUNICIPAL AIRPORT**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider approval of new hangar lease agreements with the County of Butte, on behalf of the Butte County Sheriff's Office (BCSO), for continued use of two hangars located at 205 and 405 Chuck Yeager Way at the Oroville Municipal Airport.

DISCUSSION

The Butte County Sheriff's Office has maintained aviation and marine operations at the Oroville Municipal Airport for several years. It was recently discovered that the prior formal lease agreements for these facilities had expired, although BCSO has continued to occupy the spaces and pay rent in accordance with the most recently adjusted lease rates.

To ensure continued lawful tenancy and clarify each party's obligations, new five-year leases have been prepared for each location. Both leases include identical terms and renewal options, differing only in the rental rate corresponding to the size and configuration of each hangar.

Lease Terms (Applicable to Both Agreements):

- Initial Term: October 1, 2025 – September 30, 2030 (5 years)
- Extension Option: One additional five-year term, under the same provisions except rent
- Annual Rent Adjustment: 3% annual increase beginning in Year 2
- Purpose: Aircraft and marine vessel storage, related law enforcement operations

Hangar Locations and Monthly Lease Rates:

Address	BCSO Division	Initial Monthly Rent	Annual Increase
205 Chuck Yeager Way (Hangar "G")	Aviation Unit	$1,036.00	3% after Year 1
405 Chuck Yeager Way	Marine Unit	$945.00	3% after Year 1

These agreements will ensure BCSO can continue providing aviation and marine law-enforcement support for Oroville and the greater Butte County region while maintaining consistent airport lease revenues to support Airport Enterprise operations.

FISCAL IMPACT

Combined, the two hangar leases will generate approximately $23,724 in annual revenue in Year 1, with 3% annual increases thereafter. Revenue will be deposited into the Airport Enterprise Fund to support ongoing operations and maintenance.

ACTION(S) REQUESTED -

1. **APPROVE HANGAR LEASE AGREEMENTS BETWEEN THE CITY OF OROVILLE AND THE COUNTY OF BUTTE FOR THE BUTTE COUNTY SHERIFF'S OFFICE AVIATION AND MARINE UNITS, LOCATED AT 205 AND 405 CHUCK YEAGER WAY; AND**
2. **AUTHORIZE THE CITY ADMINISTRATOR TO SIGN.**

ATTACHMENTS

1. Draft Lease Agreement – 205 Chuck Yeager Way – Hangar "G" (BCSO Aviation)

2. Draft Lease Agreement – 405 Chuck Yeager Way (BCSO Marine Unit)

LEASE OF CITY OF OROVILLE PROPERTY TO THE COUNTY OF BUTTE

205 CHUCK YEAGER WAY, OROVILLE, CA, 95965-HANGER "G"

IT IS HEREBY AGREED in this agreement (Lease) by and between the CITY OF OROVILLE, a Municipal Corporation (LESSOR) and COUNTY OF BUTTE, a political subdivision of the State of California (LESSEE) as follows:

LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR all that certain real property located at the Oroville Municipal Airport, as more particularly described as 205 Chuck Yeager Way, Oroville, CA, "Hangar G" (Property), attached hereto, which EXHIBIT "A" is attached hereto and incorporated herein.

Now, therefore, in consideration of the payment of rent and mutual promises contained in the Agreement, the LESSOR leases and let to LESSEE and LESSEE hereby leases and takes from LESSOR the Property as defined herein upon the following terms and conditions:

1. Terms:

1.1. The term of this lease shall be for a period of five (5) years, commencing October 1, 2025 and ending September 30, 2030 (Initial Term).

1.2. LESSEE may be given the option to extend the Term of all the provisions contained in those Lease, except for minimum monthly rent, for one (1) five (5) year period following expiration of the Initial Term, (Extended Term) by giving notice of exercise of such option to LESSOR at least six (6) months but not more than one (1) year before the expiration of the Initial Term; provided, however, that if LESSEE is in default on the date of giving an option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the Extended Term is to commence, the Extended Term shall not commence and the Lease shall expire at the end of the Initial Term or Extended Term. The Lease will be reevaluated near the end of the first five (5) year period to verify feasibility of extending the Lease due to any potential new development forthcoming.

1.3. LESSEE shall have no other right to extend the Term beyond the Extended Term. Notwithstanding the foregoing, either party may terminate this Lease by giving ninety (90) days written notice to the other party.

2. Rent:

2.1. Total Rent is defined as the monetary obligation of Lessee to Lessor under the terms of this Lease. Rent Payments: Lessee agrees to pay Lessor under this Agreement without prior demand as follows: The Rent Payment shall be One Thousand Thirty-Six Dollars and Zero Cents ($1,036.00) with a not to exceed One Hundred Fifty-Nine Thousand Two Hundred Sixteen and Eighty-Four Cents($159,216.84) max rent. LESSEE shall pay LESSOR the Rent Payment on or by the 1st of every month. Rent payments are a flat fee.

2.2. Rent payments shall be made payable to the LESSOR or designee at the address show in Section 12. Notifications or such other place designated by written notice to LESSEE from LESSOR. The Rent shall increase by an amount of three percent (3%) annually after year one. Notwithstanding any provision contained herein to the contrary, all tenant improvements shall become the property of LESSOR and shall not be removed upon termination of this Lease.

3. Use of Property:

3.1. The use of the Property shall be for Hangars G1, G2, G3 and G4, herein referred to "Building G" by LESSEE shall be for Butte County Sheriffs Office (BCSO) Cessna 1820 fixed-wing aircraft, three (3) Helicopters, Office Space and, Storage for Aircraft Parts.

3.2. LESSEE does hereby agree to hold and to save LESSOR harmless from loss and/or liability arising directly or indirectly out of the use and enjoyment of said Property, including ingress and egress thereto by or on behalf of LESSEE, its officers, servants and, employees. LESSEE shall at all times comply with Federal, State and Local Laws, rules and regulations concerning the storage, use and disposal of hazardous substances, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act {"CERCLA"}, 42 U.S.C. 9601, ET SEQ. LESSEE shall not permit any hazardous substances to the released on any portion of the Property. LESSEE shall pay all costs of removal or remedial action incurred by LESSEE.

3.3. Notwithstanding any provision contained herein to the contrary, all tenant improvements shall become the property of LESSOR and shall not be removed upon termination of this Lease.

4. Construction, Financing and, Improvements:

4.1. LESSEE shall not construct, alter, remove or replace any building, improvement or facility without first submitting to LESSOR all plans, designs and, descriptions of same and obtaining from LESSOR its approval in writing as to all the terms, conditions, locations, utility, use, effect and, architectural design of same, LESSOR approval shall not be unreasonably withheld. LESSOR shall have thirty (30) days from the date of request to provide its approval or disapproval thereof and the reasons therefore the aforesaid lack of approval shall constitute approval of said plans, designs and, descriptions so submitted.

4.2. LESSORS right to develop or improve any part of the Property shall not be limited in any way by this Paragraph 5, provided that the use, enjoyment and, free access to the property not be impaired.

4.3. The LESSEE will be responsible for general interior and exterior maintenance of the building.

4.4. Except as set forth in hereinabove, LESSEE shall not make, or suffer to be made, any alterations of the said Property or any part thereof, without the written consent

of LESSOR first had and obtained LESSEE shall keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE, and shall indemnify and hold LESSOR harmless thereof.

4.5. All approved improvements previously or hereafter constructed by LESSEE shall be and remain the property of LESSOR. Unapproved improvements must be removed by LESSEE at the expiration and/or termination of this Lease. Private property that has not been removed by the LESSEE within thirty (30) days subsequent to the expiration and/or termination of this Lease, the same shall be deemed abandoned by LESSEE and shall become the property of the LESSOR.

5. Assignment:

5.1. LESSEE shall not assign this Lease or any portion of the Property or rights hereunder without the written consent of LESSOR first obtained, which consent shall not be unreasonably withheld.

6. Insurance and Indemnity:

6.1. LESSEE shall indemnify and hold LESSOR, including said Property including any buildings or improvements now or hereafter on said Property, free and harmless from any and all liability claims, loss, damages, or expenses resulting from LESSEE'S occupation and use of said Property, except for that caused by the sole negligence, active negligence or willful misconduct of LESSOR. LESSEE shall provide insurance coverage to LESSOR as shown in EXHIBIT "B", Insurance Requirements, attached hereto and incorporated herein.

7. Obligations of LESSEE:

7.1. The use and occupancy of said Property by LESSEE shall be without cost or expense to LESSOR. LESSEE shall assume and pay for any and all fire extinguishers for building interior and service of lights, water, sewer and, gas.

7.2. LESSEE agrees at its own expense to be responsible for any improvements and appurtenances thereon to be maintained in a presentable condition, consistent with good business practice and equal landscaped areas immediately surrounding the building to be maintained by the LESSEE.

7.3. LESSEE agrees at its own expense to be responsible for cause to be removed from the leased premises all waste, garbage and rubbish.

7.4. LESSEE shall operate in a first-class manner, in accordance with all applicable laws and regulations.

7.5. The LESSEE specifically agrees: LESSEE will comply with the requirements of Section 3-19 of the Oroville City Code and will obey the Rules and Regulations set forth in Ordinance No. 1067 with amendments as may from time to time be promulgated by LESSOR or its authorized agents in charge of the Property to ensure the safe and orderly conduct of the Property, and LESSEE shall obey such Rules and Regulations as may from time to time be promulgated by the United

States or any department or agency thereof and by the State of California for like purposes.

7.6. LESSEE accepts the Property in its present condition and LESSEE, without expense to LESSOR, will make all the necessary improvements. In the event LESSEE does not maintain the Property in a satisfactory condition in accordance with the terms of this Lease, LESSOR shall have the right to perform necessary maintenance thereon at LESSEE'S expense. During the term of this Lease or any extension thereof, LESSEE shall designate the City of Oroville as the point of contact for all sales or use tax purposes operating out of the Property.

8. Breach:

8.1. Should LESSEE breach this Lease and abandon said Property prior to the expiration and/or termination this Lease, LESSOR shall be entitled to recover the Rent specified in this Lease as it becomes due under this Lease.

8.2. All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Should LESSEE default in the performance of any covenant, condition or agreement contained in this Lease and the default not be cured within sixty (60) days after written notice of the default is served on LESSEE by LESSOR, then LESSOR may terminate this Lease.

9. Dispute and Mediation:

9.1. Amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE'S failure to perform his obligation under this Lease.

9.2. Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be mediated in accordance with California State Law. The parties shall bear the cost of such mediation equally between them. Those items that shall be excluded from mediation include a judicial or non-judicial foreclosure, or other action or proceeding to enforce a deed of trust or mortgage, an unlawful detainer action, the filing or enforcement of a mechanics lien and any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

9.3. The waiver by LESSOR of any breach by LESSEE if any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by LESSEE either of the same or a different provision of this Lease.

9.4. On expiration or termination of this Lease, LESSEE shall surrender said Property, all improvements in or on said Property, and all facilities in any way appertaining to said Property to LESSOR in as good, safe and clean condition as practicable.

10. Compliance with Law:

10.1. LESSEE shall at his sole cost and expense comply with all the requirements of all City, County, State and Federal authorities now in force, or which may hereafter be in force pertaining to the said Property, and shall faithfully observe in the use of the Property all City and County ordinances, and State and Federal Statues, now

in force or which may hereafter be in force. If any Federal Agency determines that any of the uses hereunder violate any deed restrictions set forth in the grant to LESSOR, LESSOR may terminate this Lease. If any provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction or a mediator to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, unless the effect of such severance would be substantially altering this Lease or the obligations of the parties, in which case this Lease may be immediately terminated.

11. Notice:

11.1. For the purpose of giving notice under any of the foregoing provisions by one party herein to the other, it is agreed said notice may be emailed and/or postal mail service sent to the following respective addresses and that said notice shall be conclusively deemed received at the expiration of forty-eight (48) hours after the submittal thereof:

LESSOR: City Administrator

City of Oroville, City Hall 1735 Montgomery Street

Oroville, CA, 95965

LESSEE: County of Butte

Department of General Services

Real Property Division

2081 Second Steet, Oroville, CA, 95965

Rpa@buttecounty.net

12. Time of Essence:

12.1. Time is of the essence of each and every term and provision of this Lease.

13. Property Appropriated by Federal Government:

13.1. If the Property or any part thereof is appropriated by the Federal Government in a national emergency and, as a result thereof, LESSEE is prohibited by Federal law, rule or regulation, from using or occupying the Property, and LESSEE for such reason does not use or occupy the property then, during the period in which all these conditions exist, LESSEE shall not be entitled to recover any loss from LESSOR. Each and every provision term and condition of this Lease shall remain in force and effect, unless by reason of the Federal Governments having appropriated the Property or any part thereof LESSEE shall be physically legally prevented from carrying out such provisions, terms and conditions; LESSEES obligation in this regard she be suspended only during the period of time LESSEE is prevented from carrying out such obligations by reason of such appropriation by the Federal Government. The term of this Lease shall not be extended because of the occurrence of the above condition.

14. Non-Discrimination:

14.1. There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, disability, ,marital status, ancestry or, nation original in the sale, lease, sublease, transfer, use, occupancy, tenure or, enjoyment of the land, nor shall the parties or, person claiming under or through the parties, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessee, sublessees or, vendee, in any manner prohibited by Part 15 of the Federal Aviation Regulations.

15. Agreement with the United States:

15.1. This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the use, operation or maintenance of the Airport, the execution of which agreement had been or may now or hereafter be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport; provided, that if, in the consequence of the subordination of this Lease to such agreement, LESSEE is required to give up any part or all of the Property, to alter, remove and/or relocate any part or all of its improvements, adjustment of rent shall be made by mutual agreement between LESSOR and LESSEE.

16. Federal Aviation Agency Rights to Amend:

16.1. In the event the Federal Aviation Agency requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the air terminal or lands and improvement covered by its laws, amendments, modifications or requirements of this Lease as may be reasonably required to obtain such funds; provided, however that in no event will LESSEE be required, pursuant to this paragraph to agree to an increase in the Rent provided for hereunder or to a change in the use (provided it is an authorized use hereunder).

17. Compliance with Federal Regulations:

17.1. LESSEE, for, heirs, personal representatives, successors in interest and, assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event improvements were constructed, maintained or otherwise operated on said Property described in this Lease for a purpose in which a Department Of Transportation program or activity is extended for another purpose involving the provision of similar services or benefits.

17.2. LESSEE shall maintain and operate such Property in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department Of Transportation, Subtitle A, Office of Secretary Part 21., Non-discrimination of Federally Assisted programs for the Department Of Transportation Effectuation of Title VI of the Civil Rights Act of 1964.

18. Affirmative Action:

18.1. LESSEE assures it will undertake an affirmative action program as requires by 14 CFR Part 152. Subpart E, to ensure that no person shall on the grounds of race, creed, color, sex, handicap, marital status or national origin, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.

18.2. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

18.3. LESSEE assures it will require that its covered suborganizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E., to the same effect.

19. Further Development:

19.1. LESSOR reserves the right to further develop or improve the Property as it sees fit, regardless of the desires or view of LESSEE and without hindrance or interference.

20. Maintenance of Property and Improvements:

20.1. LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the property of LESSOR and all other improvements owned by LESSOR together with the right to direct and control all activities of LESSEE in this regard.

21. Lease Subordinate to Agreements with United States:

21.1. This lease may be subordinate to provisions and requirements of any existing or future agreement between LESSOR and the United States, relative to the development, operation or maintenance of the Property.

22. Compliance with Notification and Review Requirements:

22.1. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration on the Property.

23. Non-Exclusive Right under Federal Aviation Act:

23.1. It is understood and agreed that nothing herein contained shall be constructed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

By their signatures below, each of the following persons represent that they have the authority to execute this Lease and bind the party on whose behalf their execution is made:

LESSOR:

City of Oroville Date

LESSEE:

Samantha Skinner 9/30/2025

Samantha Skinner Date

Contracts Division, GSD,

Reviewed for contract Policy

Compliance

County of Butte

9/30/25

Bradley Stephens Date

County Counsel as to form

County of Butte

10/6/25

Michael Hodson Date

Director, Dept. of General Services,

County of Butte

Executing Authority

EXHIBIT "A"

CITY OF OROVILLE- 205 CHUCK YEAGER WAY

All that real property described as a portion of Lot 1, Block 134, "Map of Thermalito", Wall Map #6, Lying in Section 14, Township 19 North, Range 3 East, M.D.M., City of Oroville, Butte County, Calif, being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 1, said corner being the intersection of the West line of 22nd Street, According to said map with the South line of Oro Dam Boulevard West (formerly Merced Avenue); thence S 89°53'42" E, along the South line of Oro Dam Boulevard West, according to that certain record of survey for the City of Oroville, as filed for record in book 96 of maps, at page 78, 10.00 feet; thence S 00°03'34" W, leaving said South line, 354.26 feet; thence N 89°56'26" w, 117.10 feet, to a one-half inch rebar tagged LS. 4208 and the true point of beginning for the herein described parcel of land; thence N 89°56'26" W, '120.00 feet, to a one-half inch rebar tagged L.S. 4208; thence S 00°03'34" W, 80.00 feet, to a railroad spike stamped LS. 4208; thence S 89°56'26" E, 120.00 feet, to a one-half inch rebar tagged LS. 4208; thence N 00°03'34" E, 80.00 feet, to the point of the beginning and containing 9600 square feet, more or less.

END OF DESCRIPTION

EXHIBIT "B"

INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Lessor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Lessor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out the lease of the subject property including damage caused in whole or in part by Lessee or by those working on your behalf. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, at least as broad as ISO Form CG 20 11 12 19 or if not available, CG 20 43 12 19.

Primary Coverage

For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Legal Liability Coverage
The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lessor.

Waiver of Subrogation
Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lessor has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Lessor. The Lessor may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lessor.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lessor.

Verification of Coverage

Lessee shall furnish the Lessor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by the Lessor before lease commences. However, failure to obtain the documents prior to the lease beginning shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances
Lessor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

LEASE OF CITY OF OROVILLE PROPERTY TO THE COUNTY OF BUTTE COUNTY OF BUTTE

405 CHUCK YEAGER WAY, OROVILLE, CA, 95965

IT IS HEREBY AGREED in this agreement (Lease) by and between the CITY OF OROVILLE, a Municipal Corporation (LESSOR) and COUNTY OF BUTTE, a political subdivision of the State of California (LESSEE) as follows:

LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR all that certain real property located at the Oroville Municipal Airport, using an address as 405 Chuck Yeager Way, Oroville, CA, (Property), more particularly described in EXHIBIT "A", by this reference attached hereto and incorporated herein.

Now, therefore, in consideration of the payment of rent and mutual promises contained in the Agreement, the LESSOR leases and let to LESSEE and LESSEE hereby leases and takes from LESSOR the Property as defined herein upon the following terms and conditions:

1. Terms:

1.1. The term of this Lease shall be for a period of five (5) years, commencing October 1, 2025 and ending September 30, 2030 (Initial Term).

1.2. LESSEE may be given the option to extend the Term of all the provisions contained in this Lease, except for minimum monthly rent, for one (1) five (5) year period following expiration of the Initial Term, (Extended Term) by giving notice of exercise of such option to LESSOR at least six (6) months but not more than one (1) year before the expiration of the Initial Term; provided, however, that if LESSEE is in default on the date of giving an option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the Extended Term is to commence, the Extended Term shall not commence and the Lease shall expire at the end of the Initial Term or Extended Term. The Lease will be reevaluated near the end of the first five (5) year period to verify feasibility of extending the Lease due to any potential new development forthcoming.

1.3. LESSEE shall have no other right to extend the Term beyond the Extended Term. Notwithstanding the foregoing, either party may terminate this Lease by giving ninety (90) days written notice to the other party.

2. Rent:

2.1. Total Rent is defined as the monetary obligation of Lessee to Lessor under the terms of this Lease.

2.2. Rent Payments: Lessee agrees to pay Lessor under this Agreement without prior demand as follows: The Rent Payment shall be Nine Hundred Fifty-Four Dollars and No Cents ($954.00) with a not to exceed One Hundred Forty-Seven Thousand

and No Cents ($954.00) with a not to exceed One Hundred Forty-Seven Thousand and Zero Cents ($147,000.00) max rent. LESSEE shall pay LESSOR the Rent Payment on or by the 1st of every month. Rent payments are a flat fee.

2.3. Rent payments shall be made payable to the LESSOR or designee at the address show in Section 12. Notifications or such other place designated by written notice to LESSEE from LESSOR. The Rent shall increase by an amount of three percent (3%) annually after year one. Notwithstanding any provision contained herein to the contrary, all tenant improvements shall become the property of LESSOR and shall not be removed upon termination of this Lease.

3. Use of Property:

3.1. The use of the Property shall be for Marine assets, including two (2) large boats, personal watercraft, Search and Rescue equipment, office space and, storage for aircraft parts.

3.2. LESSEE does hereby agree to hold and to save LESSOR harmless from loss and/or liability arising directly or indirectly out of the use and enjoyment of said Property, including ingress and egress thereto by or on behalf of LESSEE, its officers, servants and, employees. LESSEE shall at all times comply with Federal, State and Local Laws, rules and regulations concerning the storage, use and disposal of hazardous substances, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act {"CERCLA"}, 42 U.S.C. 9601, ET SEQ. LESSEE shall not permit any hazardous substances to the released on any portion of the Property. LESSEE shall pay all costs of removal or remedial action incurred by LESSEE.

3.3. Notwithstanding any provision contained herein to the contrary, all tenant improvements shall become the property of LESSOR and shall not be removed upon termination of this Lease.

4. Construction, Financing and, Improvements:

4.1. LESSEE shall not construct, alter, remove or replace any building, improvement or facility without first submitting to LESSOR all plans, designs and, descriptions of same and obtaining from LESSOR its approval in writing as to all the terms, conditions, locations, utility, use, effect and, architectural design of same, LESSOR approval shall not be unreasonably withheld. LESSOR shall have thirty (30) days from the date of request to provide its approval or disapproval thereof and the reasons therefore the aforesaid lack of approval shall constitute approval of said plans, designs and, descriptions so submitted.

4.2. LESSORS right to develop or improve any part of the Property shall not be limited in any way by this Section 4, provided that the use, enjoyment and, free access to the Property not be impaired.

4.3. The LESSEE will be responsible for general interior and exterior maintenance of the building.

4.4. Except as set forth in hereinabove, LESSEE shall not make, or suffer to be made, any alterations of the said Property or any part thereof, without the written consent of LESSOR first had and obtained. LESSEE shall keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE, and shall indemnify and hold LESSOR harmless thereof.

4.5. All approved improvements previously or hereafter constructed by LESSEE shall be and remain the property of LESSOR. Unapproved improvements must be removed by LESSEE at the expiration and/or termination of this Lease. Private property that has not been removed by the LESSEE within thirty (30) days subsequent to the expiration and/or termination of this Lease, the same shall be deemed abandoned by LESSEE and shall become the property of the LESSOR.

5. Assignment:

5.1. LESSEE shall not assign this Lease or any portion of the Property or rights hereunder without the written consent of LESSOR first obtained, which consent shall not be unreasonably withheld.

6. Insurance and Indemnity:

6.1. LESSEE shall indemnify and hold LESSOR, including said Property including any buildings or improvements now or hereafter on said Property, free and harmless from any and all liability claims, loss, damages, or expenses resulting from LESSEE'S occupation and use of said Property, except for that caused by the sole negligence, active negligence or willful misconduct of LESSOR. LESSEE shall provide insurance coverage to LESSOR as shown in EXHIBIT "B", Insurance Requirements, attached hereto and herein.

7. Obligations of LESSEE:

7.1. The use and occupancy of said Property by LESSEE shall be without cost or expense to LESSOR. LESSEE shall assume and pay for any and all fire extinguishers for building interior and service of lights, water, sewer and, gas.

7.2. LESSEE agrees at its own expense to be responsible for any improvements and appurtenances thereon to be maintained in a presentable condition, consistent with good business practice and equal landscaped areas immediately surrounding the building to be maintained by the LESSEE.

7.3. LESSEE agrees at its own expense to be responsible for cause to be removed from the Property all waste, garbage and rubbish.

7.4. LESSEE shall operate in a first-class manner, in accordance with all applicable laws and regulations.

7.5. The LESSEE specifically agrees: LESSEE will comply with the requirements of Section 3-19 of the Oroville City Code and will obey the Rules and Regulations set forth in Ordinance No. 1067 with amendments as may from time to time be promulgated by LESSOR or its authorized agents in charge of the Property to ensure the safe and orderly conduct of the Property, and LESSEE shall obey such

Rules and Regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of California for like purposes.

7.6. LESSEE accepts the Property in its present condition and LESSEE, without expense to LESSOR, will make all the necessary improvements. In the event LESSEE does not maintain the Property in a satisfactory condition in accordance with the terms of this Lease, LESSOR shall have the right to perform necessary maintenance thereon at LESSEE'S expense. During the term of this Lease or any extension thereof, LESSEE shall designate the City of Oroville as the point of contact for all sales or use tax purposes operating out of the Property.

8. Taxes:

8.1. LESSEE is exempt from paying property and excise taxes.

9. Breach:

9.1. Should LESSEE breach this Lease and abandon said Property prior to the expiration and/or termination this Lease, LESSOR shall be entitled to recover the Rent specified in this Lease as it becomes due under this Lease.

9.2. All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Should LESSEE default in the performance of any covenant, condition or agreement contained in this Lease and the default not be cured within sixty (60) days after written notice of the default is served on LESSEE by LESSOR, then LESSOR may terminate this Lease.

10. Dispute and Mediation:

10.1. Amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE'S failure to perform his obligation under this Lease.

10.2. Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction shall be mediated in accordance with California State Law. The parties shall bear the cost of such mediation equally between them. Those items that shall be excluded from mediation include a judicial or non-judicial foreclosure, or other action or proceeding to enforce a deed of trust or mortgage, an unlawful detainer action, the filing or enforcement of a mechanics lien and any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

10.3. The waiver by LESSOR of any breach by LESSEE if any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by LESSEE either of the same or a different provision of this Lease.

10.4. On expiration or termination of this Lease, LESSEE shall surrender said Property, all improvements in or on said Property, and all facilities in any way appertaining to said Property to LESSOR in as good, safe and clean condition as practicable.

11. Compliance with Law:

11.1. LESSEE shall at his sole cost and expense comply with all the requirements of all City, County, State and Federal authorities now in force, or which may hereafter be in force pertaining to the said Property, and shall faithfully observe in the use of the Property all City and County ordinances, and State and Federal Statues, now in force or which may hereafter be in force. If any Federal Agency determines that any of the uses hereunder violate any deed restrictions set forth in the grant to LESSOR, LESSOR may terminate this Lease. If any provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction or a mediator to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, unless the effect of such severance would be substantially altering this Lease or the obligations of the parties, in which case this Lease may be immediately terminated.

12. Notice:

12.1. For the purpose of giving notice under any of the foregoing provisions by one party herein to the other, it is agreed said notice may be emailed and/or postal mail service sent to the following respective addresses and that said notice shall be conclusively deemed received at the expiration of forty-eight (48) hours after the submittal thereof:

LESSOR: City Administrator

City of Oroville, City Hall 1735 Montgomery Street

Oroville, CA, 95965

LESSEE: County of Butte

Department of General Services

Real Property Division

2081 Second Steet, Oroville, CA, 95965

Rpa@buttecounty.net

13. Time of Essence:

13.1. Time is of the essence of each and every term and provision of this Lease.

14. Property Appropriated by Federal Government:

14.1. If the Property or any part thereof is appropriated by the Federal Government in a national emergency and, as a result thereof, LESSEE is prohibited by Federal law, rule or regulation, from using or occupying the Property, and LESSEE for such reason does not use or occupy the Property then, during the period in which all these conditions exist, LESSEE shall not be entitled to recover any loss from LESSOR. Each and every provision and condition of this Lease shall remain in force and effect, unless by reason of the Federal Government having appropriated the Property or any part thereof. LESSEE shall be physically legally prevented from

carrying out such provisions and conditions; LESSEES obligation in this regard shall be suspended only during the period of time LESSEE is prevented from carrying out such obligations by reason of such appropriation by the Federal Government. The term of this Lease shall not be extended because of the occurrence of the above condition.

15. Non-Discrimination:

15.1. There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, disability, ,marital status, ancestry or, nation original in the sale, lease, sublease, transfer, use, occupancy, tenure or, enjoyment of the land, nor shall the parties or, person claiming under or through the parties, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessee, sublessees or, vendee, in any manner prohibited by Part 15 of the Federal Aviation Regulations.

16. Agreement with the United States:

16.1. This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the use, operation or maintenance of the Airport, the execution of which agreement had been or may now or hereafter be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport; provided, that if, in the consequence of the subordination of this Lease to such agreement, LESSEE is required to give up any part or all of the Property, to alter, remove and/or relocate any part or all of its improvements, adjustment of rent shall be made by mutual agreement between LESSOR and LESSEE.

17. Federal Aviation Agency Rights to Amend:

17.1. In the event the Federal Aviation Agency requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the air terminal or lands and improvement covered by its laws, amendments, modifications or requirements of this Lease as may be reasonably required to obtain such funds; provided, however that in no event will LESSEE be required, pursuant to this paragraph to agree to an increase in the Rent provided for hereunder or to a change in the use (provided it is an authorized use hereunder).

18. Compliance with Federal Regulations:

18.1. LESSEE, for, heirs, personal representatives, successors in interest and, assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event improvements were constructed, maintained or otherwise operated on said Property described in this Lease for a purpose in which a Department of Transportation program or activity is extended for another purpose involving the provision of similar services or benefits.

18.2. LESSEE shall maintain and operate such Property in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary Part 21., Non-discrimination of Federally Assisted programs for the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964.

19. Affirmative Action:

19.1. LESSEE assures it will undertake an affirmative action program as requires by 14 CFR Part 152. Subpart E, to ensure that no person shall on the grounds of race, creed, color, sex, handicap, marital status or national origin, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.

19.2. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

19.3. LESSEE assures it will require that its covered suborganizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E., to the same effect.

20. Further Development:

20.1. LESSOR reserves the right to further develop or improve the Property as it sees fit, regardless of the desires or view of LESSEE and without hindrance or interference.

21. Maintenance of Property and Improvements:

21.1. LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the property of LESSOR and all other improvements owned by LESSOR together with the right to direct and control all activities of LESSEE in this regard.

22. Lease Subordinate to Agreements with United States:

22.1. This lease may be subordinate to provisions and requirements of any existing or future agreement between LESSOR and the United States, relative to the development, operation or maintenance of the Property.

23. Compliance with Notification and Review Requirements:

23.1. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration on the Property.

24. Non-Exclusive Right under Federal Aviation Act:

24.1. It is understood and agreed that nothing herein contained shall be constructed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

By their signatures below, each of the following persons represent that they have the authority to execute this Lease and bind the party on whose behalf their execution is made:

LESSOR: LESSEE:

City of Oroville Date

Samantha Skinner 9/17/2025 Date
Contracts Division, GSD,
Reviewed for contract Policy
Compliance
County of Butte

Kathleen Kehoe Greeson
Assistant County Counsel

Brad J. Stephens 9.18.25 Date
County Counsel as to form
County of Butte

Michael Hodson 9/19/25 Date
Director, Dept. of General Services,
County of Butte,
Executing Authority

EXHIBIT "A"

CITY OF OROVILLE- 405 CHUCK YEAGER WAY

All that real property situated in Section 14, Township 19 North Range 3 East MDM, Butte County, CA and being a portion of Lot 3 Block 134, Lot 4 Block 135, Lot 2 Block 150 and Lot 1 Block 151 and a portion of 22nd Street, as shown on that certain map entitled "Map of Thermalito, Butte County California", and more particularly described as follows:

Commencing at the northeast corner of Lot 1Block 134 being the intersection of the west line of said 22nd Street and the south line of Oro Dam Boulevard West, formerly Merced Avenue, as shown on that certain record of survey filed in Book 96 of maps at pages 78, 79, 80, 81, and 82; thence south 89 degrees 53' 42" east 10.00 feet; thence south 0 degrees 25' 0" east 1308.27 feet to the beginning of a curve to the left; having a radius of

280.00 feet and a central angle of 35 degrees 35" 11"; thence south easterly along said curve, an arc distance of 173.82 to the true point of beginning; thence from the true point of beginning south 36degrees 05' 11"east 250.00 feet; thence south 53degrees 44' 49" west 163.00 feet; thence north 36 degrees 05' 11" west 134.00 feet; thence north 53

degrees 44' 49" east 65.50 feet; thence north 36 degrees 05' 11" west 116.00 feet; thence north 53 degrees 44' 49" east 97.00 feet to the true point of beginning.

Containing 0.76 acres more or less.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Lessor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Lessor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out the lease of the subject property including damage caused in whole or in part by Lessee or by those working on your behalf. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, at least as broad as ISO Form CG 20 11 12 19 or if not available, CG 20 43 12 19.

Primary Coverage
For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Legal Liability Coverage
The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lessor.

Waiver of Subrogation
Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lessor has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Lessor. The Lessor may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lessor.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lessor.

Verification of Coverage

Lessee shall furnish the Lessor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by the Lessor before lease commences. However, failure to obtain the documents prior to the lease beginning shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances
Lessor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **AMENDMENT NO. 3 TO THE CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR THE MISSION ESPERANZA PROJECT**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider amending the construction contract with Butte Construction Company to cover the additional costs of the final construction phase of the Mission Esperanza project.

DISCUSSION

In October 2021, the California Homeless Coordinating and Financing Council released a request for application for Encampment Resolution Funding with applications due in December of 2021. This funding was established to assist local jurisdictions initiate innovative and replicable efforts to resolve encampment concerns and to support individuals in accessing safe and stable housing. In December 2021, the City partnered with the Oroville Rescue Mission to submit an application that would address the needs of a known encampment in the city.

On October 27, 2022, the City of Oroville was awarded $2,733,374.11 in Encampment Resolution Funding (ERF-2-L) Program grant funds and the City of Oroville was awarded an additional amount of $1,730,450 in Encampment Resolution Funding (ERF-3-L) on October 16, 2023, from the California Interagency Council on Homelessness (Cal ICH) for the project titled “Mission Esperanza.” This funding is budgeted for both services and capital improvements.

On May 8, 2023, a Request for Proposals (RFP) was published and posted for the preparation of engineered drawings and construction of the site to convert the existing shop building into an intake/navigation center, office space, and congregate shelter, including grading and preparing pads to erect non-congregate pallet shelters. This was referred to as Phase I.

When the 23-ERF-3-L application was funded, Butte Construction Company (BCC) was directed to prepare change orders to include Phases II & III, resulting in the number of interim shelter beds up to 105.

The original contract with Butte Construction Company to complete Phase I of the work was estimated at $1,968,000.00, plus a 10% contingency budgeted for unforeseen issues, additions, etc., bringing the total contract to $2,164,800. Since the contract was originally executed and the change orders for additional phases added in, there have been a couple of dozen additional change orders approved for the project.

On January 7, 2025, council approved an amendment of the BCC contract to increase the contract up to $3,300,000.

City staff proposes another amendment of the BCC contract to increase the contract up to $3,396,277. Funding for this project comes from the following:

ERF 2L: $2,030,051

ERF 3L: $116,226

ARPA County: $500,000

ARPA City: $750,000

Amendment No.3 to the Butte Construction Contract will increase the contract to a not to exceed amount of $3,056,649, plus a 10% contingency bringing the total contract up to $3,396,277. There may be a need to increase the agreement in the future, if there are additional costs to the project that we are unaware of at this time.

FISCAL IMPACT

There is no General Fund Impact.

Mission Esperanza project costs are fully supported with grant revenue awarded to the city and to the county and encumbered to this project.

ACTION REQUESTED -

APPROVE RESOLUTION NO. 9412 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE AN AMENDMENT TO AGREEMENT NO. 3467-2 BUTTE CONSTRUCTION COMPANY TO COMPLETE THE MISSION ESPERANZA PROJECT IN AN AMOUNT NOT TO EXCEED $3,056,649, PLUS A 10% CONTINGENCY FOR A TOTAL AMOUNT OF $3,396,277.

ATTACHMENTS

1. Resolution No. 9412
2. Agreement No. 3467-3

CITY OF OROVILLE
RESOLUTION NO. 9412

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE AN AMENDMENT TO AGREEMENT NO. 3467-2 BUTTE CONSTRUCTION COMPANY TO COMPLETE THE MISSION ESPERANZA PROJECT IN AN AMOUNT NOT TO EXCEED $3,056,649 PLUS A 10% CONTINGENCY FOR A TOTAL AMOUNT OF $3,396,277.

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

1. The City Council hereby authorizes and directs the City Administrator, to execute the amendment to agreement no. 3467-2 with Butte Construction Company to complete the Mission Esperanza Project in an amount not to exceed $3,056,649 plus a 10% contingency for a total amount of $3,396,277.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on October 21, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

Administering Agency: City of Oroville

Agreement No. 3467-3 ,

This Third Amendment to the Agreement between the City of Oroville and Butte Construction Company ("First Amendment") in entered into by and between the City of Oroville, a municipal corporation ("Owner/City") and Butte Construction Company ("Contractor"). City and Contractor may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS City and Contractor entered into an Agreement on August 1, 2023, for Contractor to provide professional construction services in the development of the property located at 4250 Lincoln Blvd, Oroville, known as Mission Esperanza; and

WHEREAS the City has applied for and received funds from the California Business, Consumer Services and Housing Agency under the third round of Encampment Resolution Funding (23-ERF-3-L-00009) and from the city of Oroville and the county of Butte under the federal ARPA program which has provided additional revenue to the project; and

WHEREAS the City has approved several change orders for work/tasks that have increased the scope of work for the Contractor and the current contract does not provide adequate compensation for those increases in work; and

WHEREAS both City and Contractor agree that this agreement supports the coordinated efforts of both parties on the Mission Esperanza project regardless of funding source.

AGREEMENT

NOW THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to extend the Contract Price, and to increase the amount of the contract not to exceed **Three Million Three Hundred Ninety Six Thousand, Two Hundred Seventy-Seven dollars** ($3,396,277), including the 10% contingency.

All of the terms and conditions not specifically modified amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the last date signed below.

CITY OF OROVILLE/CITY (First Party):

By: _____ Date: _____
Brian Ring, City Administrator

BUTTE CONSTRUCTION COMPANY/CONTRACTOR (Second Party):

By: _____ Date: _____
Nick Starnes, President

APPROVED AS TO FORM:

By: _____
Dave Ritchie, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **REIMBURSEMENT REQUEST – OVERSEAS TRAVEL TO REVIEW BIOMASS AND WASTE-TO-ENERGY TECHNOLOGIES**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider the reimbursement of certain costs associated with international travel to London, England, and Venice, Italy**,** to review energy-related technologies that may have application within the City of Oroville's developing renewable-energy and waste-management framework.

During this trip, scheduled for November 7- November 15, 2025, staff will meet with BREI project partners and review comparable operations that support the City's planned local biomass and solid-waste-to-energy initiatives.

DISCUSSION

The itinerary includes:

- Venice, Italy – On-site review of a biomass power station constructed by BREI**,** including discussion of feedstock preparation, combustion technologies, emissions management, and community integration.
- London, England – Meeting at the University College of London to review the institution's BioSolid technology and research applications for processing bio-solids at SCOR and municipal solid-waste treatment, providing a more economical solution for SB 1383 compliance.
- Midlands region, England – Site visit to a solid-waste sorting operation and a potential manufacturing plant that is evaluating expansion into the United States, with Oroville as a prospective host location.

These activities directly relate to the City's goals of job creation, renewable-energy innovation, and economic diversification.

International site inspections will provide tangible insight into proven clean-energy technologies and best practices that can be replicated or adapted for Oroville. Face-to-

face interaction with engineering and management teams also strengthens the City's credibility with partners and positions Oroville to secure future investment opportunities.

FISCAL IMPACT

The requested reimbursement covers basic travel and lodging expenses as follows:

Expense Category	Cost Estimate
Airfare (economy, round-trip)	$1,422
Lodging (7 nights × $320/night)	$2,240
Total Estimated Cost	$3,462

No per diem, ground transportation, or ancillary costs are requested at this time. Funding will be drawn from the Community Development Department's Economic Development allocation within the adopted FY 2025-26 budget.

ACTION(S) REQUESTED -

1. **APPROVE REIMBURSEMENT OF ELIGIBLE TRAVEL AND LODGING EXPENSES ASSOCIATED WITH THE DIRECTOR OF COMMUNITY DEVELOPMENT'S INTERNATIONAL SITE VISITS TO THE UNITED KINGDOM AND ITALY AS DESCRIBED HEREIN; AND**
2. **AUTHORIZE THE CITY ADMINISTRATOR OR DESIGNEE TO PROCESS RELATED REIMBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,462.**

ATTACHMENTS

None – Receipts to be provided for reimbursement.

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

October 07, 2025
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

Council Members: Chuck Reynolds **(absent)**, Scott Thomson, Tracy Johnstone, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith **(absent during roll call, present at 3:35PM)**, Mayor David Pittman

CLOSED SESSION

The City Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Five Cases.

2. Pursuant to Government Code Section 54957.6, the Council met with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All units.

OPEN SESSION

1. Announcement from Closed Session – Direction given to staff; no reportable action taken.
2. Pledge of Allegiance – Led by students from Ophir Elementary School.
3. Changes/Corrections to the Agenda – None.
4. Recusals – None.
5. Adoption of the Agenda –

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnusson, Brian Wilson, Skipper Clark, The CameraMan, and Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Vice Mayor Smith: Thanked the community for the wonderful turnout at this year's Salmon Festival. Thanked Jordan Crossing and Feather River Recreation and Park District (FRRPD) for stepping up and providing assistance for the event.

   Council Member Goodson: Spoke on a CPAT presentation that she attended with Wes Ervin, Principal Planner for the City of Oroville.

   Council Member Webber: Thanked Vice Mayor Smith on a job well done at this year's Salmon Festival. Additionally, Council Member Webber thanked Brian Wilson of the FRRPD for the collaborative work on the annual Creek Clean Up event. Lastly, Council Member Webber apologized to Council Member Goodson for missing the NAACP Butte County Annual Awards Gala.

   Council Member Johnstone: Spoke on her experience at the Creek Clean Up event where she assisted with the painting of trees. She stated she'd enjoy it if the event took place 2-3 times annually.

   Mayor Pittman: Reminded the public and fellow Council Members that the Hmong New Year will be happing this upcoming weekend (October 11-12th). He also touched on staff making a presentation to the California Traffic Commission and stated that it was a job that was well done.

2. Administration Reports

   Brian Ring, City Administrator: Announced that the City's 311 software is now live and available to the public on the app store. Additionally, it is Code Enforcement Appreciation Week and he took some time to recognize the hard working staff that make up the Code Enforcement department. Mr. Ring reminded everyone the government shut down is still active, however our City has not had any impacts to it thus far from the shut down. Lastly, he informed staff and Council that Gov. Newsom has about 400-500 bills that he is working on to either pass, or veto.

   Alyssa Stutz, Director of Public Works: Stated that the Public Works team is looking into potentially modifying the City Code language regarding drainage and culvert clean up. The RFP for the Montgomery roundabout closes next week.

   Patrick Piatt, Director of Community Development: Announced that the Art Commission has an active RFP and funds are available for those who may be interested.

   Jason Wines, Chief of Police: Stated the Flock cameras are coming online with a live view trailer located at Bedrock Park. Additionally, the Police Department is looking into an alternate and more suitable location for the storage and handling of evidence.

   Ron Belser, Director of Code Enforcement: Spoke on Shane from City Works and recognized him for his hard work and efforts put into the City Wroks team. He commended their dedication. Comcate Phase 1 implementation is complete, and his team will begin working on Phase 2 soon.

CONSENT CALENDAR

Consent calendar **items 2 - 9** were adopted in one action by the Council.

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

1. A RESOLUTION HONORING THE LIFE, SERVICE, AND FAITH OF CHARLIE KIRK

The City Council adopted Resolution No. 9410 – A Resolution Honoring the Life, Service, and Faith of Charlie Kirk by the following vote:

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

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

NOES: None

ABSTAINED: Council Member Goodson

ABSENT: Council Member Reynolds

2. UPDATED CITY ENGINEER JOB DESCRIPTION

The City Council approved the updated job description for the position of City Engineer. The City Engineer will serve as the City's lead professional engineer, responsible for oversight of the Engineering Division, delivery of the City's Capital Improvement Program (CIP), and compliance with state and federal regulations related to infrastructure, floodplain management, and ADA coordination.

3. UPDATED COMMUNITY ENHANCEMENT COORDINATOR JOB DESCRIPTION

The City Council approved the proposed changes to the job description of Community Enhancement Coordinator.

4. APPROVAL OF CONTRACT WITH BENNETT ENGINEERING FOR SANITARY SEWER MANAGEMENT PLAN (SSMP) UPDATE AND AUDIT

The City Council approved Agreement No. 3569 - a contract with Bennett Engineering Services to conduct the City of Oroville's Sanitary Sewer Management Plan (SSMP) Update and Audit in an amount not-to-exceed $25,022.

5. ADOPTION OF VOTER APPROVED CHANGES TO CITY CHARTER

The City Council adopted the voter approved changes to the City Charter that were included in Measure M.

6. AWARD OF CONTRACT – COVENTRY DRIVE AND CENTRAL SCHOOL BASIN CULVERT REPAIR TO LAMON CONSTRUCTION

The City Council awarded a contract (Agreement No. 3568) to Lamon Construction Company, Inc., of Yuba City for replacement of a 42-inch culvert on Coventry Drive at the intersection with Highlands Blvd, and repair of the inlet culvert at the Central School Basin intake structure for an amount of $90,750.

7. APPROVE MASTER SALARY SCHEDULE – EFFECTIVE JULY 3, 2025

The City Council approved the updated Master Salary Schedule to include the new salary range for the Fire Marshal/Inspector position to be effective as of July 3, 2025.

8. FEE WAIVER FOR MUSEUM TRICK OR TREAT EVENT

The City Council approved free admission to City Museums during the Halloween Trick or Treat event on Friday, October 31, 2025.

9. APPROVAL OF THE 09.16.2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the drafted regular meeting minutes of September 16, 2025.

REGULAR BUSINESS

10. AMENDMENT TO LEASE / OPERATING AGREEMENT FOR THE OROVILLE CONVENTION CENTER BETWEEN THE CITY OF OROVILLE AND FEATHER RIVER RECREATION AND PARK DISTRICT

The City Council approved an amendment to lease / operating agreement #3516 with Feather River Recreation and Park District for the lease and operation of the Municipal Auditorium. The City Council adopted Resolution 9411 authorizing this amendment by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

11. NEW CITY OF OROVILLE CORPORATION YARD STATUS UPDATE

The City Council received an update on contracting efforts for the new Corporation Yard at 665 Cal Oak Road from Tim Kaber, Senior Civil Engineer and Project Manager. Council directed staff to proceed with utilizing what they have allocated within the current budget.

12. CONCEPTUAL DESIGN/MASTER PLAN AND PRELIMINARY COST ESTIMATE FOR BEDROCK PARK

The City Council apporved the Conceptual Design/Master Plan and preliminary Cost Estimate for Bedrock Park and directed the contractor to start Design Development by the following vote:

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

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

NOES: Vice Mayor Smith

ABSTAINED: None

ABSENT: Council Member Reynolds

13. LETTER REQUESTING SUPPORT FROM STATE ADDRESSING ILLEGAL DUMPING AND SALMON HABITAT DEGRADATION ALONG FEATHER RIVER

The City Council approved the sending of a letter to Gavin Newsom, requesting assistance in addressing the illegal dumping that is taking place in the Feather River, causing significant environmental impacts including the spawning grounds for the Chinook salmon by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE OPPOSING CALIFORNIA PROPOSITION 50 – REDISTRICTING

The City Council adopted Resolution No. 9409, opposing CA Proposition 50 regarding redistricting by the following vote:

Motioned by: Council Member Thomson **Seconded by:** Mayor Pittman

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

NOES: Council Member Goodson

ABSTAINED: None

ABSENT: Council Member Reynolds

15. OROVILLE CITY COUNCIL CITY LOGO ADDITION

Mayor Pittman requested that the City Council review and consider the provided revised Oroville City Logo exhibits to be used to advocate for the City. Council directed several changes to the provided examples. Mayor Pittman stated he will make the changes and bring it back to Council for consideration.

PUBLIC HEARINGS

The Public Hearing was opened at 5:05PM.

The Public Hearing was closed at 5:15PM.

16. 5:00 PM CLOSEOUT OF COMMUNITY DEVELOPMENT GRANT (CDBG)22-CDBG-NH-00008

The City Council conducted a public hearing relating to the performance and the final accomplishments of Community Development Block Grant (CDBG) No. 22-CDBG-NH-00008. The City Council authorized the closeout of Community Development Block Grant No. 22-CDBG-NH-00008 by the following vote:

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment submitted at this time.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Council Member Webber requested staff look into updating the camping ordinance to include camping to be prohibited 200 feet from the water and he also requested staff look into designating the levy as a City park system.

   Vice Mayor Smith requested an update from our State and Federal lobbyists.

   Bill Speer requested that Council and staff look into putting a stop sign at the corners of Huntoon and High Street.

2. Correspondence

   i. Fire Department September 2025 Report

   ii. Notice of Acceleration and Setoff from Oroville Hospital

ADJOURN THE MEETING

The meeting was adjourned at 7:03PM.

Kayla Reaster, Asst. City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **APPROVAL OF NEW MUSEUM ASSISTANT JOB DESCRIPTION**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider the approval of the new Seasonal Museum Assistant job description.

This position is proposed to provide flexible, seasonal support to the City's museums, assisting with visitor services, volunteer coordination, and preservation of cultural exhibits across multiple sites. The position will help ensure that facilities remain open, welcoming, and well-staffed during periods of higher public demand such as weekends, holidays, and special events.

Approval of this classification will allow Human Resources to include the position in the City's official classification system and subsequently on the Master Salary Schedule, which will be presented as a separate agenda item later in this meeting.

DISCUSSION

The City Museums are currently staffed by the Cultural Facilities Curator with the valued support of dedicated volunteers. While this team has maintained operations across multiple cultural-historic sites—including the Pioneer History Museum, Chinese Temple, C. F. Lott Home, Antique Tool Museum, and Feather River Nature Center—additional staff support is needed to fortify daily operations.

The proposed Museum Assistant position will provide essential on-site support to improve communication among volunteers and visitors, enhance collections and exhibit care, and assist with educational and community programming. This position supports the City's ongoing commitment to expanding public access to cultural resources, improving operational efficiency, and ensuring museum facilities remain well maintained and welcoming to the community.

Under the supervision of the Cultural Facilities Curator, the Museum Assistant will assist with:

- Public programs and special events
- Volunteer coordination
- Collections care and exhibit maintenance
- Visitor services and front desk operations
- Public outreach and engagement

The job description was developed in collaboration with the Human Resources Department to ensure alignment with City classification standards and employment policies.

FISCAL IMPACT

There is no net fiscal impact associated with approval of this job description. An existing unfilled Seasonal Worker position currently budgeted in the Parks and Trees Division at 0.7 FTE will be transferred to the Museums Division to fund the Seasonal Museum Assistant position. This reallocation will provide staffing support without increasing overall personnel costs.

ACTION REQUESTED -

APPROVE THE MUSEUM ASSISTANT JOB DESCRIPTION AND MOVING THE CURRENT 0.7 FTE SEASONAL WORKER POSITION FROM PARKS & TREES TO MUSEUMS.

ATTACHMENTS

Proposed Museum Assistant Job Description

SEASONAL MUSEUM ASSISTANT

DEFINITION

To assist in the daily operations of the City's museums; to support volunteer coordination, collections care, exhibits, and educational programming and events; to enhance communication among staff, volunteers, and the public; and to perform related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Cultural Facilities Curator. May provide direction to volunteers and temporary staff.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Assists with daily museum operations across multiple sites, including opening and closing facilities in accordance with established procedures.

Provides excellent customer service by greeting guests, answering inquiries, and offering information on exhibits, programs, and historical content.

Assists in coordinating volunteer activities, schedules, and communications to ensure consistent coverage and engagement at each site.

Supports the planning, setup, and facilitation of public programs, school tours, and community events.

Provides clerical and administrative support including recordkeeping and correspondence.
Assists with exhibit maintenance and updates; helps prepare and install interpretive displays and signage.

Supports the care, cleaning, and preservation of museum collections under the guidance of the Cultural Facilities Curator.

Performs light custodial and facility maintenance duties to maintain clean and safe public spaces.

Assists in developing and distributing outreach materials; supports social media and marketing efforts to promote programs and events.

Provides assistance in compiling attendance, volunteer hours, and activity reports.
Monitors museum security and safety procedures; reports maintenance or safety concerns promptly.

Participates in staff meetings, training sessions, and safety briefings.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:
Basic principles and practices of museum operations, visitor services, and public engagement.

Methods and techniques used in exhibit preparation and collections care.

Proper handling and care of historical artifacts and materials.

Volunteer coordination and community outreach practices.

Modern office procedures, recordkeeping, and computer applications.

Basic maintenance and custodial practices.

Safe work practices and emergency procedures.

Ability to:
Learn and apply City and department policies, procedures, and standards.

Communicate effectively with the public, staff, and volunteers in a courteous and professional manner.

Assist in the planning and delivery of programs, tours, and events.

Maintain accurate records and prepare simple reports.

Perform light custodial and facility maintenance tasks.

Operate office equipment, including computers and associated software, Microsoft Suite and point-of-sale systems.

Exercise sound judgment and attention to detail in handling artifacts and interacting with the public.

Meet the physical requirements necessary to safely perform assigned duties.

Experience:
One year of experience in a customer service, educational, or administrative support role is required. Experience working or volunteering in a museum, cultural center, or historic site is desirable.

Education:
High school diploma or GED equivalent. Coursework or degree in history, anthropology, museum studies, education, or a related field is desirable.

Additional Requirements:
Possession of a valid California driver's license.
Possession of valid CPR and First Aid certification is desirable.

TYPICAL WORKING CONDITIONS
Work is performed primarily indoors in a museum or historic facility environment and occasionally outdoors during events or site maintenance. Incumbents may be exposed to dust, cleaning agents, temperature fluctuations, and moderate noise levels. May require working flexible hours, including weekends and holidays.

TYPICAL PHYSICAL REQUIREMENTS
Requires the ability to stand and walk for extended periods; sit occasionally; bend, stoop, kneel, reach, and climb stairs; lift and/or move up to 40 pounds; use hands to handle and operate objects, tools, and equipment; see and hear well enough to engage visitors and maintain site safety. Must be able to use a telephone and computer for communication and data entry.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **APPROVAL OF UPDATED MASTER SALARY SCHEDULE**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider approving an updated Master Salary Schedule reflecting the addition of recently approved classifications. At the October 7, 2025, City Council meeting, the position of City Engineer was approved. A separate agenda item before the Council this evening proposes the creation of a Seasonal Museum Assistant classification.

If Council approves both positions, the Master Salary Schedule will be updated to include both classifications. If Council does not approve the Seasonal Museum Assistant job description/classification, the schedule will be updated to include only the City Engineer position.

DISCUSSION

Government Code Section 53901 and CalPERS regulations require that the City maintain and periodically adopt a publicly approved Master Salary Schedule showing all authorized positions and corresponding pay ranges.

At the October 7, 2025, meeting, City Council approved the establishment of a City Engineer position within the Public Works Department. The proposed salary range for this position has been incorporated into the attached Master Salary Schedule.

Additionally, staff has proposed a Seasonal Museum Assistant position to support the City's Museum Curator. The salary range for this position has also been incorporated into a second version of the Master Salary Schedule, contingent upon Council approval of the job description earlier in the agenda.

To accommodate either outcome, two versions of the updated schedule have been prepared:

- Attachment A – Updated Master Salary Schedule including both City Engineer and Seasonal Museum Assistant.
- Attachment B – Updated Master Salary Schedule including only the City Engineer.

Following Council's action on the job description item, staff will incorporate the applicable version into the City's records.

FISCAL IMPACT

There is no immediate fiscal impact associated with adopting the updated Master Salary Schedule. Any future fiscal effects related to the new positions were previously discussed and approved in the corresponding staff reports.

ACTION REQUESTED -

APPROVE THE UPDATED MASTER SALARY SCHEDULE TO INCLUDE THE CITY ENGINEER POSITION AND, IF APPROVED UNDER A SEPARATE AGENDA ITEM, THE SEASONAL MUSEUM ASSISTANT POSITION.

ATTACHMENTS

1. Attachment A – Proposed Master Salary Schedule (City Engineer + Seasonal Museum Assistant)
2. Attachment B – Proposed Master Salary Schedule (City Engineer Only)

CITY OF OROVILLE MASTER SALARY SCHEDULE

Revised: October 14, 2025 **Approved by Council: 10/28/2025**

ELECTED OFFICIAL'S STIPEND SCHEDULE				
Mayor	**$600**	**Monthly**	**Plus $5/Mtg. Up to 2 Mtgs. Per Month**	
Council Members	**$500**	**Monthly**		
Treasurer	**$500**	**Monthly**		

DEPARTMENT HEAD'S SALARY SCHEDULE									
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
City Administrator	**$168,132**	**$176,538**	**$185,365**	**$194,633**	**$204,365**	**$214,583**	**$225,312**	**Bonus***	**Annual**
	$14,011.00	$14,711.50	$15,447.08	$16,219.42	$17,030.42	$17,881.92	$18,776.00		Monthly
	$80.8327	$84.8740	$89.1178	$93.5736	$98.2524	$103.1649	$108.3231		Hourly
Police Chief	**$135,465**	**$142,238**	**$149,350**	**$156,817**	**$164,658**	**$172,891**	**$181,536**	**$190,612**	**Annual**
	$11,288.73	$11,853.16	$12,445.82	$13,068.11	$13,721.52	$14,407.59	$15,127.97	$15,884.37	Monthly
	$65.1273	$68.3836	$71.8028	$75.3929	$79.1626	$83.1207	$87.2768	$91.6406	Hourly
Department Heads	**$122,282**	**$128,714**	**$135,486**	**$142,619**	**$150,123**	**$158,028**	**$166,345**	**$175,100**	**Annual**
	$10,190.13	$10,726.16	$11,290.52	$11,884.91	$12,510.21	$13,168.98	$13,862.08	$14,591.67	Monthly
	$58.7892	$61.8817	$65.1376	$68.5668	$72.1743	$75.9749	$79.9736	$84.1827	Hourly
Assistant Police Chief	**$117,795**	**$123,685**	**$129,869**	**$136,363**	**$143,181**	**$150,340**	**$157,857**	**$165,750**	**Annual**
	$9,816.28	$10,307.10	$10,822.45	$11,363.57	$11,931.75	$12,528.34	$13,154.76	$13,812.50	Monthly
	$56.6324	$59.4640	$62.4372	$65.5591	$68.8370	$72.2789	$75.8928	$79.6875	Hourly
Assistant Director of Public Works/ City Engineer	**$113,128**	**$118,784**	**$124,724**	**$130,960**	**$137,508**	**$144,383**	**$151,602**	**$159,182**	**Annual**
City Engineer	$9,427.33	$9,898.70	$10,393.64	$10,913.32	$11,458.98	$12,031.93	$12,633.53	$13,265.20	Monthly Effective 10/07/25
	$54.3885	$57.1079	$59.9633	$62.9614	$66.1095	$69.4150	$72.8857	$76.5300	Hourly
Deputy City Clerk	**$80,909.69**	**$84,955.18**	**$89,202.94**	**$93,663.08**	**$98,346.24**	**$103,263.55**	**$108,426.73**	**$113,848.06**	**Annual**
	$6,742.47	$7,079.60	$7,433.58	$7,805.26	$8,195.52	$8,605.30	$9,035.56	$9,487.34	Monthly
	$38.8989	$40.8438	$42.8860	$45.0303	$47.2818	$49.6459	$52.1282	$54.7346	Hourly

OROVILLE MANAGER'S ASSOCIATION									
CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Police Lieutenant	**$102,430.78**	**$107,552.32**	**$112,929.94**	**$118,576.43**	**$124,505.25**	**$130,730.52**	**$137,267.04**	**$144,130.39**	**Annual**
	$8,535.90	$8,962.69	$9,410.83	$9,881.37	$10,375.44	$10,894.21	$11,438.92	$12,010.87	Monthly
	$49.2456	$51.7078	$54.2932	$57.0079	$59.8583	$62.8512	$65.9938	$69.2935	Hourly
Project Mgr./Sr. Civil Engineer	**$90,475.41**	**$94,999.18**	**$99,749.14**	**$104,736.60**	**$109,973.43**	**$115,472.10**	**$121,245.70**	**$127,307.99**	**Annual**
	$7,539.62	$7,916.60	$8,312.43	$8,728.05	$9,164.45	$9,622.67	$10,103.81	$10,609.00	Monthly
	$43.4978	$45.6727	$47.9563	$50.3541	$52.8718	$55.5154	$58.2912	$61.2058	Hourly
IT Manager	**$103,816.79**	**$109,007.63**	**$114,458.01**	**$120,180.91**	**$126,189.96**	**$132,499.45**	**$139,124.43**	**$146,080.65**	**Annual**
	$8,651.40	$9,083.97	$9,538.17	$10,015.08	$10,515.83	$11,041.62	$11,593.70	$12,173.39	Monthly
	$49.9119	$52.4075	$55.0279	$57.7793	$60.6682	$63.7017	$66.8867	$70.2311	Hourly
Airport Manager	**$80,392.35**	**$87,078.84**	**$91,434.25**	**$96,006.19**	**$100,805.93**	**$105,845.89**	**$111,138.46**	**$116,696.08**	**Annual**
Building Official	$6,699.36	$7,256.57	$7,619.52	$8,000.52	$8,400.49	$8,820.49	$9,261.54	$9,724.67	Monthly
	$38.65	$41.86	$43.96	$46.16	$48.46	$50.89	$53.43	$56.10	Hourly
Public Works Manager	**$80,231.89**	**$84,243.48**	**$91,251.75**	**$95,814.56**	**$100,604.72**	**$105,634.62**	**$110,916.63**	**$116,463.15**	**Annual**
	$6,685.99	$7,020.29	$7,604.31	$7,984.55	$8,383.73	$8,802.89	$9,243.05	$9,705.26	Monthly
	$38.5730	$40.5017	$43.8710	$46.0647	$48.3677	$50.7859	$53.3253	$55.9919	Hourly
Accounting Manager	**$80,737.35**	**$84,774.22**	**$91,826.64**	**$96,418.19**	**$101,238.53**	**$106,300.12**	**$111,615.40**	**$117,196.87**	**Annual**
HR Manager	$6,728.11	$7,064.52	$7,652.22	$8,034.85	$8,436.54	$8,858.34	$9,301.28	$9,766.41	Monthly
	$38.8160	$40.7568	$44.1474	$46.3549	$48.6724	$51.1058	$53.6613	$56.3446	Hourly

OPOA SWORN AND NON-SWORN 1ST TIER							
CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	
Sergeant	**$94,108.28**	**$98,813.69**	**$103,754.38**	**$108,942.10**	**$114,389.20**	**$120,108.66**	**Annual**

	$7,842.36	$8,234.47	$8,646.20	$9,078.51	$9,532.43	$10,009.05	Monthly	
	$45.2444	$47.5066	$49.8819	$52.3760	$54.9948	$57.7445	Hourly	
Rotational Detective/OIC	**$86,265.93**	**$90,579.23**	**$95,108.19**	**$99,863.60**	**$104,856.78**	**$110,099.62**	**Annual**	
10% Above Police Officer	$7,188.83	$7,548.27	$7,925.68	$8,321.97	$8,738.06	$9,174.97	Monthly	
	$41.4740	$43.5477	$45.7251	$48.0113	$50.4119	$52.9325	Hourly	
Police Officer	**$78,423.57**	**$82,344.75**	**$86,461.99**	**$90,785.09**	**$95,324.34**	**$100,090.56**	**Annual**	
	$6,535.30	$6,862.06	$7,205.17	$7,565.42	$7,943.70	$8,340.88	Monthly	
	$37.7036	$39.5888	$41.5683	$43.6467	$45.8290	$48.1205	Hourly	
Reserve Police Officer	$37.7036	$39.5888	$41.5683	$43.6467	$45.8290	$48.1205	**Hourly**	
Reserve Investigator	$25.0000						**Hourly**	

CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	
Police Dispatch Supervisor	**$63,476.84**	**$66,650.68**	**$69,983.22**	**$73,482.38**	**$77,156.50**	**$81,014.32**	**$85,065.04**	**Annual**
	$5,289.74	$5,554.22	$5,831.93	$6,123.53	$6,429.71	$6,751.19	$7,088.75	Monthly
	$30.5177	$32.0436	$33.6458	$35.3281	$37.0945	$38.9492	$40.8967	Hourly
Public Information Officer	**61,627.99**	**64,709.39**	**67,944.86**	**71,342.10**	**74,909.21**	**78,654.67**	**82,587.40**	**Annual**
	$5,135.67	$5,392.45	$5,662.07	$5,945.18	$6,242.43	$6,554.56	$6,882.28	Monthly
	$29.6288	$31.1103	$32.6658	$34.2991	$36.0140	$37.8147	$39.7055	Hourly
Police Admin. Assistant	**$46,047.18**	**$48,349.54**	**$50,767.02**	**$53,305.37**	**$55,970.64**	**$58,769.17**	**$61,707.63**	**Annual**
	$3,837.27	$4,029.13	$4,230.58	$4,442.11	$4,664.22	$4,897.43	$5,142.30	Monthly
	$22.1381	$23.2450	$24.4072	$25.6276	$26.9090	$28.2544	$29.6671	Hourly
Police Dispatcher	**$49,588.32**	**$52,067.74**	**$54,671.12**	**$57,404.68**	**$60,274.91**	**$63,288.66**	**$66,453.09**	**Annual**
	$4,132.36	$4,338.98	$4,555.93	$4,783.72	$5,022.91	$5,274.05	$5,537.76	Monthly
	$23.8405	$25.0326	$26.2842	$27.5984	$28.9783	$30.4272	$31.9486	Hourly
MLE	**$44,904.70**	**$47,149.94**	**$49,507.44**	**$51,982.81**	**$54,581.95**	**$57,311.05**	**$60,176.60**	**Annual**
	$3,742.06	$3,929.16	$4,125.62	$4,331.90	$4,548.50	$4,775.92	$5,014.72	Monthly
	$21.5888	$22.6682	$23.8017	$24.9917	$26.2413	$27.5534	$28.9311	Hourly
Police Records Techician	**$42,759.42**	**$44,897.39**	**$47,142.26**	**$49,499.37**	**$51,974.34**	**$54,573.06**	**$57,301.71**	**Annual**
	$3,563.29	$3,741.45	$3,928.52	$4,124.95	$4,331.20	$4,547.75	$4,775.14	Monthly
	$20.5574	$21.5853	$22.6645	$23.7978	$24.9877	$26.2370	$27.5489	Hourly
Police Recruit	**$60,538.29**							**Annual**
	$5,044.86							Monthly
	$29.1049							Hourly

MASTER SALARY SCHEDULE

CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Associate Civil Engr.	**$81,519.18**	**$85,595.14**	**$89,874.89**	**$94,368.64**	**$99,087.07**	**$104,041.42**	**$109,243.49**	**$114,705.67**	**Annual**
	$6,793.26	$7,132.93	$7,489.57	$7,864.05	$8,257.26	$8,670.12	$9,103.62	$9,558.81	Monthly
	$39.1919	$41.1515	$43.2091	$45.3695	$47.6380	$50.0199	$52.5209	$55.1470	Hourly
Assistant Civil Engr.	**$74,876.88**	**$78,620.72**	**$82,551.76**	**$86,679.35**	**$91,013.32**	**$95,563.98**	**$100,342.18**	**$105,359.29**	**Annual**
	$6,239.74	$6,551.73	$6,879.31	$7,223.28	$7,584.44	$7,963.67	$8,361.85	$8,779.94	Monthly
	$35.9985	$37.7984	$39.6883	$41.6728	$43.7564	$45.9442	$48.2414	$50.6535	Hourly
IT Analyst	**$70,109.01**	**$73,614.46**	**$77,295.18**	**$81,159.94**	**$85,217.94**	**$89,478.84**	**$93,952.78**	**$98,650.42**	**Annual**
	$5,842.42	$6,134.54	$6,441.27	$6,763.33	$7,101.49	$7,456.57	$7,829.40	$8,220.87	Monthly
	$33.7063	$35.3916	$37.1611	$39.0192	$40.9702	$43.0187	$45.1696	$47.4281	Hourly
Fire Marshal/Inspector	**$88,693.00**	**$93,127.65**	**$97,784.03**	**$102,673.23**	**$107,806.90**	**$113,197.24**	**$118,857.10**	**$124,799.96**	**Annual**
	$7,391.08	$7,760.64	$8,148.67	$8,556.10	$8,983.91	$9,433.10	$9,904.76	$10,400.00	Monthly
	$42.6409	$44.7729	$47.0116	$49.3621	$51.8302	$54.4218	$57.1428	$60.0000	Hourly
Associate Planner	**$64,767.61**	**$68,005.99**	**$71,406.29**	**$74,976.61**	**$78,725.44**	**$82,661.71**	**$86,794.80**	**$91,134.54**	**Annual**
Recycling Coordinator	$5,397.30	$5,667.17	$5,950.52	$6,248.05	$6,560.45	$6,888.48	$7,232.90	$7,594.54	Monthly
	$31.1383	$32.6952	$34.3299	$36.0464	$37.8488	$39.7412	$41.7283	$43.8147	Hourly
GIS Specialist	**$62,168.24**	**$65,276.65**	**$68,540.48**	**$71,967.51**	**$75,565.88**	**$79,344.18**	**$83,311.39**	**$87,476.96**	**Annual**

Effective 07/03/2025

	$5,180.69	$5,439.72	$5,711.71	$5,997.29	$6,297.16	$6,612.01	$6,942.62	$7,289.75	Monthly
	$29.8886	$31.3830	$32.9522	$34.5998	$36.3298	$38.1462	$40.0536	$42.0562	Hourly
Code Enforcement Technician III	**$63,514.95**	**$66,690.70**	**$70,025.23**	**$73,526.49**	**$77,202.82**	**$81,062.96**	**$85,116.11**	**$89,371.91**	**Annual**
	$5,292.91	$5,557.56	$5,835.44	$6,127.21	$6,433.57	$6,755.25	$7,093.01	$7,447.66	Monthly
	$30.5360	$32.0628	$33.6660	$35.3493	$37.1167	$38.9726	$40.9212	$42.9673	Hourly
Sr. Admin/SBF/PIO	**$61,116.93**	**$64,172.78**	**$67,381.42**	**$70,750.49**	**$74,288.01**	**$78,002.41**	**$81,902.53**	**$85,997.66**	**Annual**
Assistant City Clerk	$5,093.08	$5,347.73	$5,615.12	$5,895.87	$6,190.67	$6,500.20	$6,825.21	$7,166.47	Monthly
Cultural Facilities Curator	$29.3831	$30.8523	$32.3949	$34.0147	$35.7154	$37.5012	$39.3762	$41.3450	Hourly
Accounting Analyst	**$60,454.82**	**$63,477.56**	**$66,651.44**	**$69,984.01**	**$73,483.21**	**$77,157.37**	**$81,015.24**	**$85,066.00**	**Annual**
Payroll Technician	$5,037.90	$5,289.80	$5,554.29	$5,832.00	$6,123.60	$6,429.78	$6,751.27	$7,088.83	Monthly
	$29.0648	$30.5181	$32.0440	$33.6462	$35.3285	$37.0949	$38.9496	$40.8971	Hourly
Assistant Planner	**$57,882.96**	**$60,777.11**	**$63,815.96**	**$67,006.76**	**$70,357.10**	**$73,874.95**	**$77,568.70**	**$81,447.14**	**Annual**
	$4,823.58	$5,064.76	$5,318.00	$5,583.90	$5,863.09	$6,156.25	$6,464.06	$6,787.26	Monthly
	$27.8283	$29.2198	$30.6808	$32.2148	$33.8255	$35.5168	$37.2926	$39.1573	Hourly
Signal Tech/Electrician	**$58,997.37**	**$61,947.24**	**$65,044.60**	**$68,296.83**	**$71,711.67**	**$75,297.26**	**$79,062.12**	**$83,015.22**	**Annual**
	$4,916.45	$5,162.27	$5,420.38	$5,691.40	$5,975.97	$6,274.77	$6,588.51	$6,917.94	Monthly
	$28.3641	$29.7823	$31.2714	$32.8350	$34.4768	$36.2006	$38.0106	$39.9112	Hourly
Human Resource Analyst	**$56,185.47**	**$58,994.74**	**$61,944.48**	**$65,041.70**	**$68,293.79**	**$71,708.48**	**$75,293.90**	**$79,058.60**	**Annual**
	$4,682.12	$4,916.23	$5,162.04	$5,420.14	$5,691.15	$5,975.71	$6,274.49	$6,588.22	Monthly
	$27.0122	$28.3629	$29.7810	$31.2701	$32.8336	$34.4752	$36.1990	$38.0089	Hourly
Admin/Program Analyst II	**$56,137.06**	**$58,943.91**	**$61,891.11**	**$64,985.66**	**$68,234.95**	**$71,646.69**	**$75,229.03**	**$78,990.48**	**Annual**
Construction Inspector	$4,678.09	$4,911.99	$5,157.59	$5,415.47	$5,686.25	$5,970.56	$6,269.09	$6,582.54	Monthly
Building Inspector	$26.9890	$28.3384	$29.7553	$31.2431	$32.8053	$34.4455	$36.1678	$37.9762	Hourly
Lead Equipment Mechanic									
Lead Public Works Operator									
Lead Tree Worker									
Lead Collection System Operator									
Code Enforcement Technician II	**$54,768.19**	**$57,506.60**	**$60,381.93**	**$63,401.03**	**$66,571.08**	**$69,899.63**	**$73,394.61**	**$77,064.34**	**Annual**
	$4,564.02	$4,792.22	$5,031.83	$5,283.42	$5,547.59	$5,824.97	$6,116.22	$6,422.03	Monthly
	$26.3309	$27.6474	$29.0298	$30.4813	$32.0053	$33.6056	$35.2859	$37.0502	Hourly
Program Analyst I	**$50,857.42**	**$53,400.30**	**$56,070.31**	**$58,873.83**	**$61,817.52**	**$64,908.39**	**$68,153.81**	**$71,561.50**	**Annual**
Comm. Devel. Technician III	$4,238.12	$4,450.02	$4,672.53	$4,906.15	$5,151.46	$5,409.03	$5,679.48	$5,963.46	Monthly
	$24.4507	$25.6732	$26.9569	$28.3047	$29.7200	$31.2060	$32.7663	$34.4046	Hourly
Code Enforcement Technician	**$49,617.16**	**$52,098.02**	**$54,702.92**	**$57,438.06**	**$60,309.97**	**$63,325.47**	**$66,491.74**	**$69,816.33**	**Annual**
	$4,134.76	$4,341.50	$4,558.58	$4,786.51	$5,025.83	$5,277.12	$5,540.98	$5,818.03	Monthly
	$23.8544	$25.0471	$26.2995	$27.6145	$28.9952	$30.4449	$31.9672	$33.5655	Hourly
Sr. Administrative Assistant	**$48,406.91**	**$50,827.26**	**$53,368.62**	**$56,037.05**	**$58,838.90**	**$61,780.85**	**$64,869.89**	**$68,113.38**	**Annual**
	$4,033.91	$4,235.60	$4,447.38	$4,669.75	$4,903.24	$5,148.40	$5,405.82	$5,676.12	Monthly
	$23.2726	$24.4362	$25.6580	$26.9409	$28.2879	$29.7023	$31.1874	$32.7468	Hourly
Equipment Mechanic	**$47,226.53**	**$49,587.86**	**$52,067.25**	**$54,670.61**	**$57,404.14**	**$60,274.35**	**$63,288.07**	**$66,452.47**	**Annual**
	$3,935.54	$4,132.32	$4,338.94	$4,555.88	$4,783.68	$5,022.86	$5,274.01	$5,537.71	Monthly
	$22.7051	$23.8403	$25.0323	$26.2839	$27.5981	$28.9781	$30.4270	$31.9483	Hourly
Public Works Operator III	**$46,074.99**	**$48,378.74**	**$50,797.68**	**$53,337.56**	**$56,004.44**	**$58,804.66**	**$61,744.89**	**$64,832.14**	**Annual**
Comm. Devel. Technician II	$3,839.58	$4,031.56	$4,233.14	$4,444.80	$4,667.04	$4,900.39	$5,145.41	$5,402.68	Monthly
	$22.1514	$23.2590	$24.4220	$25.6431	$26.9252	$28.2715	$29.6850	$31.1693	Hourly
Accounting Technician III	**$49,618.19**	**$52,099.10**	**$54,704.05**	**$57,439.26**	**$60,311.22**	**$63,326.78**	**$66,493.12**	**$69,817.78**	**Annual**
	$4,134.85	$4,341.59	$4,558.67	$4,786.60	$5,025.94	$5,277.23	$5,541.09	$5,818.15	Monthly
	$23.8549	$25.0476	$26.3000	$27.6150	$28.9958	$30.4456	$31.9678	$33.5662	Hourly
Apprentice Electrician	**$48,105.72**	**$50,511.00**	**$53,036.55**	**$55,688.38**	**$58,472.80**	**$61,396.44**	**$64,466.26**	**$67,689.58**	**Annual**
	$4,008.81	$4,209.25	$4,419.71	$4,640.70	$4,872.73	$5,116.37	$5,372.19	$5,640.80	Monthly

Effective 08/06/2024

	$23.1277	$24.2841	$25.4983	$7.0000	$28.1119	$29.5175	$30.9934	$32.5431	Hourly
Accounting Technician II	**$44,958.47**	**$47,206.39**	**$49,566.71**	**$52,045.05**	**$54,647.30**	**$57,379.67**	**$60,248.65**	**$63,261.08**	**Annual**
	$3,746.54	$3,933.87	$4,130.56	$4,337.09	$4,553.94	$4,781.64	$5,020.72	$5,271.76	Monthly
	$21.6146	$22.6954	$23.8302	$25.0217	$26.2727	$27.5864	$28.9657	$30.4140	Hourly
Public Works Operator II	**$43,854.96**	**$46,047.71**	**$48,350.09**	**$50,767.60**	**$53,305.98**	**$55,971.28**	**$58,769.84**	**$61,708.33**	**Annual**
Parks Maint. Technician II	$3,654.58	$3,837.31	$4,029.17	$4,230.63	$4,442.16	$4,664.27	$4,897.49	$5,142.36	Monthly
Building Maint. Tech II	$21.0841	$22.1383	$23.2452	$24.4075	$25.6279	$26.9093	$28.2547	$29.6675	Hourly
Collection System Operator II									
Administrative Assistant									
Human Resource Technician	**$42,571.59**	**$44,700.17**	**$46,935.18**	**$49,281.94**	**$51,746.03**	**$54,333.34**	**$57,050.00**	**$59,902.50**	**Annual**
	$3,547.63	$3,725.01	$3,911.26	$4,106.83	$4,312.17	$4,527.78	$4,754.17	$4,991.88	Monthly
	$20.4671	$21.4905	$22.5650	$23.6932	$24.8779	$26.1218	$27.4279	$28.7993	Hourly
Comm. Devel. Technician I	**$41,741.78**	**$43,828.87**	**$46,020.31**	**$48,321.33**	**$50,737.39**	**$53,274.26**	**$55,937.98**	**$58,734.88**	**Annual**
	$3,478.48	$3,652.41	$3,835.03	$4,026.78	$4,228.12	$4,439.52	$4,661.50	$4,894.57	Monthly
	$20.0682	$21.0716	$22.1252	$23.2314	$24.3930	$25.6126	$26.8933	$28.2379	Hourly
Accounting Technician	**$40,731.35**	**$42,767.92**	**$44,906.31**	**$47,151.63**	**$49,509.21**	**$51,984.67**	**$54,583.90**	**$57,313.10**	**Annual**
	$3,394.28	$3,563.99	$3,742.19	$3,929.30	$4,125.77	$4,332.06	$4,548.66	$4,776.09	Monthly
	$19.5824	$20.5615	$21.5896	$22.6691	$23.8025	$24.9926	$26.2423	$27.5544	Hourly
Public Works Operator I	**$42,149.66**	**$44,257.14**	**$46,470.00**	**$48,793.50**	**$51,233.18**	**$53,794.83**	**$56,484.58**	**$59,308.80**	**Annual**
Parks Maint. Technician I	$3,512.47	$3,688.10	$3,872.50	$4,066.13	$4,269.43	$4,482.90	$4,707.05	$4,942.40	Monthly
Collection System Operator I	$20.2643	$21.2775	$22.3413	$23.4584	$24.6313	$25.8629	$27.1560	$28.5138	Hourly
Custodian	**$37,831.90**	**$39,723.50**	**$41,709.67**	**$43,795.15**	**$45,984.91**	**$48,284.16**	**$50,698.36**	**$53,233.28**	**Annual**
	$3,152.66	$3,310.29	$3,475.81	$3,649.60	$3,832.08	$4,023.68	$4,224.86	$4,436.11	Monthly
	$18.1884	$19.0978	$20.0527	$21.0554	$22.1081	$23.2135	$24.3742	$25.5929	Hourly
Staff Assistant	**$38,950.48**	**$40,898.00**	**$42,942.90**	**$45,090.05**	**$47,344.55**	**$49,711.78**	**$52,197.37**	**$54,807.24**	**Annual**
	$3,245.87	$3,408.17	$3,578.58	$3,757.50	$3,945.38	$4,142.65	$4,349.78	$4,567.27	Monthly
	$18.7262	$19.6625	$20.6456	$21.6779	$22.7618	$23.8999	$25.0949	$26.3496	Hourly
Community Navigator	**42,767.36**	**$44,905.73**	**$47,151.02**	**$49,508.57**	**$51,983.99**	**$54,583.19**	**$57,312.35**	**$60,177.97**	**Annual** Effective 10/07/25
	$3,563.95	$3,742.14	$3,929.25	$4,125.71	$4,332.00	$4,548.60	$4,776.03	$5,014.83	Monthly
	20.5612	21.5893	22.6688	23.8022	24.9923	26.2419	27.5540	28.9317	Hourly
Seasonal Museum Assistant	**$42,149.66**	**$44,257.14**	**$46,470.00**	**$48,793.50**	**$51,233.18**	**$53,794.83**	**$56,484.58**	**$59,308.80**	**Annual** Effective 10/28/25
	$3,512.47	$3,688.10	$3,872.50	$4,066.13	$4,269.43	$4,482.90	$4,707.05	$4,942.40	Monthly
	$20.2643	$21.2775	$22.3413	$23.4584	$24.6313	$25.8629	$27.1560	$28.5138	Hourly

CITY OF OROVILLE MASTER SALARY SCHEDULE

Revised: October 14, 2025 **Approved by Council: 10/28/2025**

ELECTED OFFICIAL'S STIPEND SCHEDULE				
Mayor	**$600**	**Monthly**	**Plus $5/Mtg. Up to 2 Mtgs. Per Month**	
Council Members	**$500**	**Monthly**		
Treasurer	**$500**	**Monthly**		

DEPARTMENT HEAD'S SALARY SCHEDULE									
CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
City Administrator	**$168,132**	**$176,538**	**$185,365**	**$194,633**	**$204,365**	**$214,583**	**$225,312**	**Bonus***	**Annual**
	$14,011.00	$14,711.50	$15,447.08	$16,219.42	$17,030.42	$17,881.92	$18,776.00		Monthly
	$80.8327	$84.8740	$89.1178	$93.5736	$98.2524	$103.1649	$108.3231		Hourly
Police Chief	**$135,465**	**$142,238**	**$149,350**	**$156,817**	**$164,658**	**$172,891**	**$181,536**	**$190,612**	**Annual**
	$11,288.73	$11,853.16	$12,445.82	$13,068.11	$13,721.52	$14,407.59	$15,127.97	$15,884.37	Monthly
	$65.1273	$68.3836	$71.8028	$75.3929	$79.1626	$83.1207	$87.2768	$91.6406	Hourly
Department Heads	**$122,282**	**$128,714**	**$135,486**	**$142,619**	**$150,123**	**$158,028**	**$166,345**	**$175,100**	**Annual**
	$10,190.13	$10,726.16	$11,290.52	$11,884.91	$12,510.21	$13,168.98	$13,862.08	$14,591.67	Monthly
	$58.7892	$61.8817	$65.1376	$68.5668	$72.1743	$75.9749	$79.9736	$84.1827	Hourly
Assistant Police Chief	**$117,795**	**$123,685**	**$129,869**	**$136,363**	**$143,181**	**$150,340**	**$157,857**	**$165,750**	**Annual**
	$9,816.28	$10,307.10	$10,822.45	$11,363.57	$11,931.75	$12,528.34	$13,154.76	$13,812.50	Monthly
	$56.6324	$59.4640	$62.4372	$65.5591	$68.8370	$72.2789	$75.8928	$79.6875	Hourly
Assistant Director of Public Works/ City Engineer	**$113,128**	**$118,784**	**$124,724**	**$130,960**	**$137,508**	**$144,383**	**$151,602**	**$159,182**	**Annual**
City Engineer	$9,427.33	$9,898.70	$10,393.64	$10,913.32	$11,458.98	$12,031.93	$12,633.53	$13,265.20	Monthly Effective 10/07/25
	$54.3885	$57.1079	$59.9633	$62.9614	$66.1095	$69.4150	$72.8857	$76.5300	Hourly
Deputy City Clerk	**$80,909.69**	**$84,955.18**	**$89,202.94**	**$93,663.08**	**$98,346.24**	**$103,263.55**	**$108,426.73**	**$113,848.06**	**Annual**
	$6,742.47	$7,079.60	$7,433.58	$7,805.26	$8,195.52	$8,605.30	$9,035.56	$9,487.34	Monthly
	$38.8989	$40.8438	$42.8860	$45.0303	$47.2818	$49.6459	$52.1282	$54.7346	Hourly

OROVILLE MANAGER'S ASSOCIATION									
CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Police Lieutenant	**$102,430.78**	**$107,552.32**	**$112,929.94**	**$118,576.43**	**$124,505.25**	**$130,730.52**	**$137,267.04**	**$144,130.39**	**Annual**
	$8,535.90	$8,962.69	$9,410.83	$9,881.37	$10,375.44	$10,894.21	$11,438.92	$12,010.87	Monthly
	$49.2456	$51.7078	$54.2932	$57.0079	$59.8583	$62.8512	$65.9938	$69.2935	Hourly
Project Mgr./Sr. Civil Engineer	**$90,475.41**	**$94,999.18**	**$99,749.14**	**$104,736.60**	**$109,973.43**	**$115,472.10**	**$121,245.70**	**$127,307.99**	**Annual**
	$7,539.62	$7,916.60	$8,312.43	$8,728.05	$9,164.45	$9,622.67	$10,103.81	$10,609.00	Monthly
	$43.4978	$45.6727	$47.9563	$50.3541	$52.8718	$55.5154	$58.2912	$61.2058	Hourly
IT Manager	**$103,816.79**	**$109,007.63**	**$114,458.01**	**$120,180.91**	**$126,189.96**	**$132,499.45**	**$139,124.43**	**$146,080.65**	**Annual**
	$8,651.40	$9,083.97	$9,538.17	$10,015.08	$10,515.83	$11,041.62	$11,593.70	$12,173.39	Monthly
	$49.9119	$52.4075	$55.0279	$57.7793	$60.6682	$63.7017	$66.8867	$70.2311	Hourly
Airport Manager	**$80,392.35**	**$87,078.84**	**$91,434.25**	**$96,006.19**	**$100,805.93**	**$105,845.89**	**$111,138.46**	**$116,696.08**	**Annual**
Building Official	$6,699.36	$7,256.57	$7,619.52	$8,000.52	$8,400.49	$8,820.49	$9,261.54	$9,724.67	Monthly
	$38.65	$41.86	$43.96	$46.16	$48.46	$50.89	$53.43	$56.10	Hourly
Public Works Manager	**$80,231.89**	**$84,243.48**	**$91,251.75**	**$95,814.56**	**$100,604.72**	**$105,634.62**	**$110,916.63**	**$116,463.15**	**Annual**
	$6,685.99	$7,020.29	$7,604.31	$7,984.55	$8,383.73	$8,802.89	$9,243.05	$9,705.26	Monthly
	$38.5730	$40.5017	$43.8710	$46.0647	$48.3677	$50.7859	$53.3253	$55.9919	Hourly
Accounting Manager	**$80,737.35**	**$84,774.22**	**$91,826.64**	**$96,418.19**	**$101,238.53**	**$106,300.12**	**$111,615.40**	**$117,196.87**	**Annual**
HR Manager	$6,728.11	$7,064.52	$7,652.22	$8,034.85	$8,436.54	$8,858.34	$9,301.28	$9,766.41	Monthly
	$38.8160	$40.7568	$44.1474	$46.3549	$48.6724	$51.1058	$53.6613	$56.3446	Hourly

OPOA SWORN AND NON-SWORN 1ST TIER							
CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	
Sergeant	**$94,108.28**	**$98,813.69**	**$103,754.38**	**$108,942.10**	**$114,389.20**	**$120,108.66**	**Annual**

	$7,842.36	$8,234.47	$8,646.20	$9,078.51	$9,532.43	$10,009.05	Monthly	
	$45.2444	$47.5066	$49.8819	$52.3760	$54.9948	$57.7445	Hourly	
Rotational Detective/OIC	**$86,265.93**	**$90,579.23**	**$95,108.19**	**$99,863.60**	**$104,856.78**	**$110,099.62**	**Annual**	
10% Above Police Officer	$7,188.83	$7,548.27	$7,925.68	$8,321.97	$8,738.06	$9,174.97	Monthly	
	$41.4740	$43.5477	$45.7251	$48.0113	$50.4119	$52.9325	Hourly	
Police Officer	**$78,423.57**	**$82,344.75**	**$86,461.99**	**$90,785.09**	**$95,324.34**	**$100,090.56**	**Annual**	
	$6,535.30	$6,862.06	$7,205.17	$7,565.42	$7,943.70	$8,340.88	Monthly	
	$37.7036	$39.5888	$41.5683	$43.6467	$45.8290	$48.1205	Hourly	
Reserve Police Officer	$37.7036	$39.5888	$41.5683	$43.6467	$45.8290	$48.1205	**Hourly**	
Reserve Investigator	$25.0000						**Hourly**	

CLASSIFICATION: TIER 1	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	
Police Dispatch Supervisor	**$63,476.84**	**$66,650.68**	**$69,983.22**	**$73,482.38**	**$77,156.50**	**$81,014.32**	**$85,065.04**	**Annual**
	$5,289.74	$5,554.22	$5,831.93	$6,123.53	$6,429.71	$6,751.19	$7,088.75	Monthly
	$30.5177	$32.0436	$33.6458	$35.3281	$37.0945	$38.9492	$40.8967	Hourly
Public Information Officer	**61,627.99**	**64,709.39**	**67,944.86**	**71,342.10**	**74,909.21**	**78,654.67**	**82,587.40**	**Annual**
	$5,135.67	$5,392.45	$5,662.07	$5,945.18	$6,242.43	$6,554.56	$6,882.28	Monthly
	$29.6288	$31.1103	$32.6658	$34.2991	$36.0140	$37.8147	$39.7055	Hourly
Police Admin. Assistant	**$46,047.18**	**$48,349.54**	**$50,767.02**	**$53,305.37**	**$55,970.64**	**$58,769.17**	**$61,707.63**	**Annual**
	$3,837.27	$4,029.13	$4,230.58	$4,442.11	$4,664.22	$4,897.43	$5,142.30	Monthly
	$22.1381	$23.2450	$24.4072	$25.6276	$26.9090	$28.2544	$29.6671	Hourly
Police Dispatcher	**$49,588.32**	**$52,067.74**	**$54,671.12**	**$57,404.68**	**$60,274.91**	**$63,288.66**	**$66,453.09**	**Annual**
	$4,132.36	$4,338.98	$4,555.93	$4,783.72	$5,022.91	$5,274.05	$5,537.76	Monthly
	$23.8405	$25.0326	$26.2842	$27.5984	$28.9783	$30.4272	$31.9486	Hourly
MLE	**$44,904.70**	**$47,149.94**	**$49,507.44**	**$51,982.81**	**$54,581.95**	**$57,311.05**	**$60,176.60**	**Annual**
	$3,742.06	$3,929.16	$4,125.62	$4,331.90	$4,548.50	$4,775.92	$5,014.72	Monthly
	$21.5888	$22.6682	$23.8017	$24.9917	$26.2413	$27.5534	$28.9311	Hourly
Police Records Techician	**$42,759.42**	**$44,897.39**	**$47,142.26**	**$49,499.37**	**$51,974.34**	**$54,573.06**	**$57,301.71**	**Annual**
	$3,563.29	$3,741.45	$3,928.52	$4,124.95	$4,331.20	$4,547.75	$4,775.14	Monthly
	$20.5574	$21.5853	$22.6645	$23.7978	$24.9877	$26.2370	$27.5489	Hourly
Police Recruit	**$60,538.29**							**Annual**
	$5,044.86							Monthly
	$29.1049							Hourly

MASTER SALARY SCHEDULE

CLASSIFICATION:	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**	**STEP F**	**STEP G**	**STEP H**	
Associate Civil Engr.	**$81,519.18**	**$85,595.14**	**$89,874.89**	**$94,368.64**	**$99,087.07**	**$104,041.42**	**$109,243.49**	**$114,705.67**	**Annual**
	$6,793.26	$7,132.93	$7,489.57	$7,864.05	$8,257.26	$8,670.12	$9,103.62	$9,558.81	Monthly
	$39.1919	$41.1515	$43.2091	$45.3695	$47.6380	$50.0199	$52.5209	$55.1470	Hourly
Assistant Civil Engr.	**$74,876.88**	**$78,620.72**	**$82,551.76**	**$86,679.35**	**$91,013.32**	**$95,563.98**	**$100,342.18**	**$105,359.29**	**Annual**
	$6,239.74	$6,551.73	$6,879.31	$7,223.28	$7,584.44	$7,963.67	$8,361.85	$8,779.94	Monthly
	$35.9985	$37.7984	$39.6883	$41.6728	$43.7564	$45.9442	$48.2414	$50.6535	Hourly
IT Analyst	**$70,109.01**	**$73,614.46**	**$77,295.18**	**$81,159.94**	**$85,217.94**	**$89,478.84**	**$93,952.78**	**$98,650.42**	**Annual**
	$5,842.42	$6,134.54	$6,441.27	$6,763.33	$7,101.49	$7,456.57	$7,829.40	$8,220.87	Monthly
	$33.7063	$35.3916	$37.1611	$39.0192	$40.9702	$43.0187	$45.1696	$47.4281	Hourly
Fire Marshal/Inspector	**$88,693.00**	**$93,127.65**	**$97,784.03**	**$102,673.23**	**$107,806.90**	**$113,197.24**	**$118,857.10**	**$124,799.96**	**Annual**
	$7,391.08	$7,760.64	$8,148.67	$8,556.10	$8,983.91	$9,433.10	$9,904.76	$10,400.00	Monthly
	$42.6409	$44.7729	$47.0116	$49.3621	$51.8302	$54.4218	$57.1428	$60.0000	Hourly
Associate Planner	**$64,767.61**	**$68,005.99**	**$71,406.29**	**$74,976.61**	**$78,725.44**	**$82,661.71**	**$86,794.80**	**$91,134.54**	**Annual**
Recycling Coordinator	$5,397.30	$5,667.17	$5,950.52	$6,248.05	$6,560.45	$6,888.48	$7,232.90	$7,594.54	Monthly
	$31.1383	$32.6952	$34.3299	$36.0464	$37.8488	$39.7412	$41.7283	$43.8147	Hourly
GIS Specialist	**$62,168.24**	**$65,276.65**	**$68,540.48**	**$71,967.51**	**$75,565.88**	**$79,344.18**	**$83,311.39**	**$87,476.96**	**Annual**

Effective 07/03/2025

	$5,180.69	$5,439.72	$5,711.71	$5,997.29	$6,297.16	$6,612.01	$6,942.62	$7,289.75	Monthly
	$29.8886	$31.3830	$32.9522	$34.5998	$36.3298	$38.1462	$40.0536	$42.0562	Hourly
Code Enforcement Technician III	**$63,514.95**	**$66,690.70**	**$70,025.23**	**$73,526.49**	**$77,202.82**	**$81,062.96**	**$85,116.11**	**$89,371.91**	**Annual**
	$5,292.91	$5,557.56	$5,835.44	$6,127.21	$6,433.57	$6,755.25	$7,093.01	$7,447.66	Monthly
	$30.5360	$32.0628	$33.6660	$35.3493	$37.1167	$38.9726	$40.9212	$42.9673	Hourly
Sr. Admin/SBF/PIO	**$61,116.93**	**$64,172.78**	**$67,381.42**	**$70,750.49**	**$74,288.01**	**$78,002.41**	**$81,902.53**	**$85,997.66**	**Annual**
Assistant City Clerk	$5,093.08	$5,347.73	$5,615.12	$5,895.87	$6,190.67	$6,500.20	$6,825.21	$7,166.47	Monthly
Cultural Facilities Curator	$29.3831	$30.8523	$32.3949	$34.0147	$35.7154	$37.5012	$39.3762	$41.3450	Hourly
Accounting Analyst	**$60,454.82**	**$63,477.56**	**$66,651.44**	**$69,984.01**	**$73,483.21**	**$77,157.37**	**$81,015.24**	**$85,066.00**	**Annual**
Payroll Technician	$5,037.90	$5,289.80	$5,554.29	$5,832.00	$6,123.60	$6,429.78	$6,751.27	$7,088.83	Monthly
	$29.0648	$30.5181	$32.0440	$33.6462	$35.3285	$37.0949	$38.9496	$40.8971	Hourly
Assistant Planner	**$57,882.96**	**$60,777.11**	**$63,815.96**	**$67,006.76**	**$70,357.10**	**$73,874.95**	**$77,568.70**	**$81,447.14**	**Annual**
	$4,823.58	$5,064.76	$5,318.00	$5,583.90	$5,863.09	$6,156.25	$6,464.06	$6,787.26	Monthly
	$27.8283	$29.2198	$30.6808	$32.2148	$33.8255	$35.5168	$37.2926	$39.1573	Hourly
Signal Tech/Electrician	**$58,997.37**	**$61,947.24**	**$65,044.60**	**$68,296.83**	**$71,711.67**	**$75,297.26**	**$79,062.12**	**$83,015.22**	**Annual**
	$4,916.45	$5,162.27	$5,420.38	$5,691.40	$5,975.97	$6,274.77	$6,588.51	$6,917.94	Monthly
	$28.3641	$29.7823	$31.2714	$32.8350	$34.4768	$36.2006	$38.0106	$39.9112	Hourly
Human Resource Analyst	**$56,185.47**	**$58,994.74**	**$61,944.48**	**$65,041.70**	**$68,293.79**	**$71,708.48**	**$75,293.90**	**$79,058.60**	**Annual**
	$4,682.12	$4,916.23	$5,162.04	$5,420.14	$5,691.15	$5,975.71	$6,274.49	$6,588.22	Monthly
	$27.0122	$28.3629	$29.7810	$31.2701	$32.8336	$34.4752	$36.1990	$38.0089	Hourly
Admin/Program Analyst II	**$56,137.06**	**$58,943.91**	**$61,891.11**	**$64,985.66**	**$68,234.95**	**$71,646.69**	**$75,229.03**	**$78,990.48**	**Annual**
Construction Inspector	$4,678.09	$4,911.99	$5,157.59	$5,415.47	$5,686.25	$5,970.56	$6,269.09	$6,582.54	Monthly
Building Inspector	$26.9890	$28.3384	$29.7553	$31.2431	$32.8053	$34.4455	$36.1678	$37.9762	Hourly
Lead Equipment Mechanic									
Lead Public Works Operator									
Lead Tree Worker									
Lead Collection System Operator									
Code Enforcement Technician II	**$54,768.19**	**$57,506.60**	**$60,381.93**	**$63,401.03**	**$66,571.08**	**$69,899.63**	**$73,394.61**	**$77,064.34**	**Annual**
	$4,564.02	$4,792.22	$5,031.83	$5,283.42	$5,547.59	$5,824.97	$6,116.22	$6,422.03	Monthly
	$26.3309	$27.6474	$29.0298	$30.4813	$32.0053	$33.6056	$35.2859	$37.0502	Hourly
Program Analyst I	**$50,857.42**	**$53,400.30**	**$56,070.31**	**$58,873.83**	**$61,817.52**	**$64,908.39**	**$68,153.81**	**$71,561.50**	**Annual**
Comm. Devel. Technician III	$4,238.12	$4,450.02	$4,672.53	$4,906.15	$5,151.46	$5,409.03	$5,679.48	$5,963.46	Monthly
	$24.4507	$25.6732	$26.9569	$28.3047	$29.7200	$31.2060	$32.7663	$34.4046	Hourly
Code Enforcement Technician	**$49,617.16**	**$52,098.02**	**$54,702.92**	**$57,438.06**	**$60,309.97**	**$63,325.47**	**$66,491.74**	**$69,816.33**	**Annual**
	$4,134.76	$4,341.50	$4,558.58	$4,786.51	$5,025.83	$5,277.12	$5,540.98	$5,818.03	Monthly
	$23.8544	$25.0471	$26.2995	$27.6145	$28.9952	$30.4449	$31.9672	$33.5655	Hourly
Sr. Administrative Assistant	**$48,406.91**	**$50,827.26**	**$53,368.62**	**$56,037.05**	**$58,838.90**	**$61,780.85**	**$64,869.89**	**$68,113.38**	**Annual**
	$4,033.91	$4,235.60	$4,447.38	$4,669.75	$4,903.24	$5,148.40	$5,405.82	$5,676.12	Monthly
	$23.2726	$24.4362	$25.6580	$26.9409	$28.2879	$29.7023	$31.1874	$32.7468	Hourly
Equipment Mechanic	**$47,226.53**	**$49,587.86**	**$52,067.25**	**$54,670.61**	**$57,404.14**	**$60,274.35**	**$63,288.07**	**$66,452.47**	**Annual**
	$3,935.54	$4,132.32	$4,338.94	$4,555.88	$4,783.68	$5,022.86	$5,274.01	$5,537.71	Monthly
	$22.7051	$23.8403	$25.0323	$26.2839	$27.5981	$28.9781	$30.4270	$31.9483	Hourly
Public Works Operator III	**$46,074.99**	**$48,378.74**	**$50,797.68**	**$53,337.56**	**$56,004.44**	**$58,804.66**	**$61,744.89**	**$64,832.14**	**Annual**
Comm. Devel. Technician II	$3,839.58	$4,031.56	$4,233.14	$4,444.80	$4,667.04	$4,900.39	$5,145.41	$5,402.68	Monthly
	$22.1514	$23.2590	$24.4220	$25.6431	$26.9252	$28.2715	$29.6850	$31.1693	Hourly
Accounting Technician III	**$49,618.19**	**$52,099.10**	**$54,704.05**	**$57,439.26**	**$60,311.22**	**$63,326.78**	**$66,493.12**	**$69,817.78**	**Annual**
	$4,134.85	$4,341.59	$4,558.67	$4,786.60	$5,025.94	$5,277.23	$5,541.09	$5,818.15	Monthly
	$23.8549	$25.0476	$26.3000	$27.6150	$28.9958	$30.4456	$31.9678	$33.5662	Hourly
Apprentice Electrician	**$48,105.72**	**$50,511.00**	**$53,036.55**	**$55,688.38**	**$58,472.80**	**$61,396.44**	**$64,466.26**	**$67,689.58**	**Annual**
	$4,008.81	$4,209.25	$4,419.71	$4,640.70	$4,872.73	$5,116.37	$5,372.19	$5,640.80	Monthly

Effective 08/06/2024

	$23.1277	$24.2841	$25.4983	$7.0000	$28.1119	$29.5175	$30.9934	$32.5431	Hourly
Accounting Technician II	**$44,958.47**	**$47,206.39**	**$49,566.71**	**$52,045.05**	**$54,647.30**	**$57,379.67**	**$60,248.65**	**$63,261.08**	**Annual**
	$3,746.54	$3,933.87	$4,130.56	$4,337.09	$4,553.94	$4,781.64	$5,020.72	$5,271.76	Monthly
	$21.6146	$22.6954	$23.8302	$25.0217	$26.2727	$27.5864	$28.9657	$30.4140	Hourly
Public Works Operator II	**$43,854.96**	**$46,047.71**	**$48,350.09**	**$50,767.60**	**$53,305.98**	**$55,971.28**	**$58,769.84**	**$61,708.33**	**Annual**
Parks Maint. Technician II	$3,654.58	$3,837.31	$4,029.17	$4,230.63	$4,442.16	$4,664.27	$4,897.49	$5,142.36	Monthly
Building Maint. Tech II	$21.0841	$22.1383	$23.2452	$24.4075	$25.6279	$26.9093	$28.2547	$29.6675	Hourly
Collection System Operator II									
Administrative Assistant									
Human Resource Technician	**$42,571.59**	**$44,700.17**	**$46,935.18**	**$49,281.94**	**$51,746.03**	**$54,333.34**	**$57,050.00**	**$59,902.50**	**Annual**
	$3,547.63	$3,725.01	$3,911.26	$4,106.83	$4,312.17	$4,527.78	$4,754.17	$4,991.88	Monthly
	$20.4671	$21.4905	$22.5650	$23.6932	$24.8779	$26.1218	$27.4279	$28.7993	Hourly
Comm. Devel. Technician I	**$41,741.78**	**$43,828.87**	**$46,020.31**	**$48,321.33**	**$50,737.39**	**$53,274.26**	**$55,937.98**	**$58,734.88**	**Annual**
	$3,478.48	$3,652.41	$3,835.03	$4,026.78	$4,228.12	$4,439.52	$4,661.50	$4,894.57	Monthly
	$20.0682	$21.0716	$22.1252	$23.2314	$24.3930	$25.6126	$26.8933	$28.2379	Hourly
Accounting Technician	**$40,731.35**	**$42,767.92**	**$44,906.31**	**$47,151.63**	**$49,509.21**	**$51,984.67**	**$54,583.90**	**$57,313.10**	**Annual**
	$3,394.28	$3,563.99	$3,742.19	$3,929.30	$4,125.77	$4,332.06	$4,548.66	$4,776.09	Monthly
	$19.5824	$20.5615	$21.5896	$22.6691	$23.8025	$24.9926	$26.2423	$27.5544	Hourly
Public Works Operator I	**$42,149.66**	**$44,257.14**	**$46,470.00**	**$48,793.50**	**$51,233.18**	**$53,794.83**	**$56,484.58**	**$59,308.80**	**Annual**
Parks Maint. Technician I	$3,512.47	$3,688.10	$3,872.50	$4,066.13	$4,269.43	$4,482.90	$4,707.05	$4,942.40	Monthly
Collection System Operator I	$20.2643	$21.2775	$22.3413	$23.4584	$24.6313	$25.8629	$27.1560	$28.5138	Hourly
Custodian	**$37,831.90**	**$39,723.50**	**$41,709.67**	**$43,795.15**	**$45,984.91**	**$48,284.16**	**$50,698.36**	**$53,233.28**	**Annual**
	$3,152.66	$3,310.29	$3,475.81	$3,649.60	$3,832.08	$4,023.68	$4,224.86	$4,436.11	Monthly
	$18.1884	$19.0978	$20.0527	$21.0554	$22.1081	$23.2135	$24.3742	$25.5929	Hourly
Staff Assistant	**$38,950.48**	**$40,898.00**	**$42,942.90**	**$45,090.05**	**$47,344.55**	**$49,711.78**	**$52,197.37**	**$54,807.24**	**Annual**
	$3,245.87	$3,408.17	$3,578.58	$3,757.50	$3,945.38	$4,142.65	$4,349.78	$4,567.27	Monthly
	$18.7262	$19.6625	$20.6456	$21.6779	$22.7618	$23.8999	$25.0949	$26.3496	Hourly
Community Navigator	**42,767.36**	**$44,905.73**	**$47,151.02**	**$49,508.57**	**$51,983.99**	**$54,583.19**	**$57,312.35**	**$60,177.97**	**Annual**
	$3,563.95	$3,742.14	$3,929.25	$4,125.71	$4,332.00	$4,548.60	$4,776.03	$5,014.83	Monthly
	20.5612	21.5893	22.6688	23.8022	24.9923	26.2419	27.5540	28.9317	Hourly

Effective 10/07/25

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS

RE: APPROVAL OF CONTRACT WITH DUKE SHERWOOD CONTRACTING FOR CONSTRUCTION OF THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

DATE: OCTOBER 21, 2025

SUMMARY

The City Council shall consider awarding the construction contract for the Montgomery Street Roundabout Improvement Project to Duke Sherwood Contracting, the lowest responsive and responsible bidder, and authorize the Mayor to execute the contract on behalf of the City.

The project will resurface and restripe the roundabout located south of the Table Mountain Boulevard bridge and provide interim restriping on Table Mountain Boulevard between Montgomery Street and Orange Avenue. The improvements will enhance safety and traffic flow for vehicles, pedestrians, and bicyclists at one of the City's busiest intersections.

DISCUSSION

The project was advertised for competitive public bidding. Bids were received and publicly opened on October 16, 2025, at 1:00 p.m. in the Council Chambers at City Hall.

The Engineer's Estimate for the project was $450,000 – $550,000

A total of six (6) bids were received. The lowest responsive and responsible bidder was Duke Sherwood Contracting with a total bid of $544,590.00.

DUKE SHERWOOD CONTRACTING	$ 544,590.00
KNIFE RIVER CONTRUCTION	$ 558,693.00
S.T. RHOADES CONSTRUCTION	$ 563,191.40
B&M CIVIL	$ 641,510.00
ALL AMERICAN CONSTRUCTION	$ 811,385.40
FRANKLIN CONSTRUCTION	$ 1,005,097.00

The work generally consists of:

- Grinding and overlaying existing asphalt pavement with hot-mix asphalt;
- Installing new pavement markings and thermoplastic striping per Caltrans standards;
- Minor concrete curb, gutter, and sidewalk replacement for ADA compliance;
- Replacement of streetlight foundations and installation of Type 2 pedestrian push-button posts.

The contract requires completion within 45 working days following issuance of the Notice to Proceed, with liquidated damages of $3,600 per day for delay.

All construction plans were prepared by NorthStar Engineering of Chico.

FISCAL IMPACT

The total project budget is $650,000, consisting of $586,778 in Local Transportation Funds (LTF) and $63,222 in Regional Surface Transportation Program (RSTP) funds. The construction contract of $544,590.00 leaves only $105,410.00 available for construction management services and provides no contingency for unforeseen conditions.

To ensure coverage for construction management and minor change orders, staff will allocate an additional $25,000 in RSTP funds, increasing the total project budget to $675,000. This adjustment will be offset by reducing the Ophir Road project budget from $750,000 to $725,000, which remains sufficient as the City does not anticipate its share of costs for that project to exceed $725,000. This leaves roughly $14,452.00 available for minor change orders. Staff will continue to look for ways to save on construction and construction management costs.

ACTION(S) REQUESTED -

1. **APPROVE AGREEMENT NO. 3572 - AGREEMENT WITH DUKE SHERWOOD CONTRACTING; AND**
2. **AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

Attachment A – Construction Contract (Agreement No. 3572)

Attachment B – Project Drawings

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 21st day of October, 2025 by and between City of Oroville (referred to herein as the "Owner" or the "City") and Duke Sherwood Contracting, Inc. (the "Contractor").

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

1. THE CONTRACT DOCUMENTS.

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

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

2. THE WORK.

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

MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

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: $ 544,590.00. In no event shall Contractor's compensation exceed the amount of $544,590.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

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

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

damages by either party for delays.

5. PAYMENT.

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

6. TIME FOR COMPLETION.

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

7. EXTENSION OF TIME.

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

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Six Hundred Dollars ($3,600.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays

caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

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

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

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

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

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of $3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

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

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

10. NONDISCRIMINATION.

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

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

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

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

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

12. CIVIL RIGHTS.

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

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

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

14. INFORMATION AND REPORTS.

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

15. SANCTIONS FOR NONCOMPLIANCE.

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

16. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, 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 purpos 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: _____

David Pittman, Mayor

_____

CONTRACTOR: _____ (Second Party)

By: _____

(Authorized Representative)

_____

(Official Title)

FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That WHEREAS, the City of Oroville, California hereinafter called City, on October 21, 2025, awarded

DUKE SHERWOOD CONTRACTING,

Name and Address of Contractor hereinafter

designated as the "Principal", the contract for:

MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

NOW THEREFORE, we the Principal, and _____

_____as Surety, are held and firmly

bound unto_____, hereinafter called the

_____, in the penal sum of _____

_____Dollars ($_____)

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

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

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

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

By_____ By _____

_____ _____

Surety Contractor

FORM OF LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we_____as Surety, and

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

MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

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

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

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

Principal_____

Surety _____

(Seal) By_____

(Attorney in Fact)

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

On this_____day of_____ , 2025, before me, _____a Notary Public in and for the County of_____ known _____
to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of_____ _____and acknowledged to me that he has subscribed the name of thereto as surety, and **his/her** own name as Attorney in Fact.

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

_____
Notary Public in and for said County and State

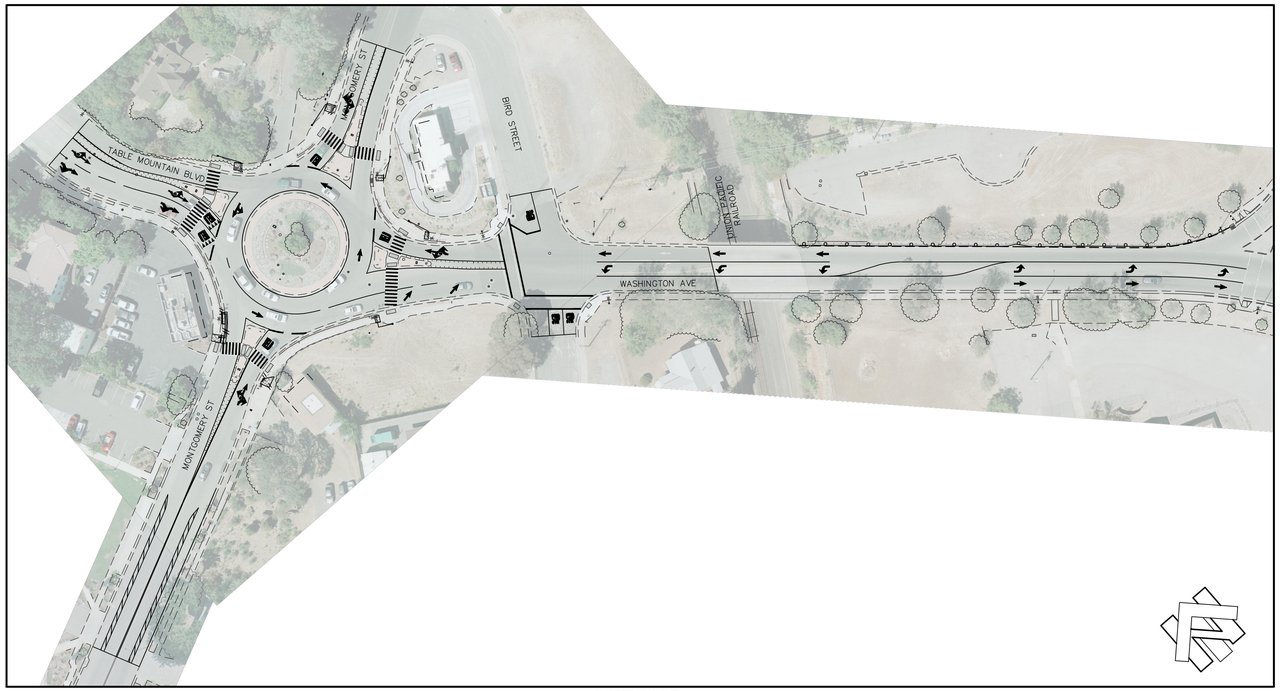
LEGEND

- EXISTING STREET LIGHT
- EXISTING UTILITY BOX
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING POWER POLE WITH ANCHOR
- EXISTING FENCE
- EXISTING ROADWAY
- EXISTING STRIPING
- EXISTING GUARDRAIL
- EXISTING SIGN
- EXISTING CONCRETE SIDEWALK
- EXISTING VEGETATION
- PROPOSED SAW CUT LINE
- PROPOSED STRIPING
- PROPOSED RUMBLE STRIP PER CALTRANS A40D
- PROPOSED GRIND AND REPLACE PER DETAIL A/2
- PROPOSED FENCE
- PROPOSED CENTERLINE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED REPLACEMENT CONCRETE

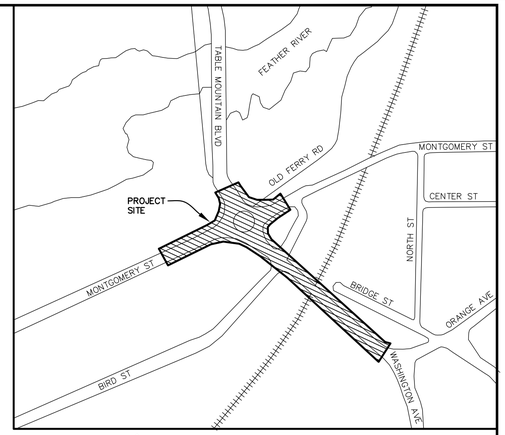
MONTGOMERY ROUNDABOUT

IMPROVEMENT PROJECT PLANS FOR

CITY OF OROVILLE



SITE MAP



LOCATION MAP NTS

SHEET INDEX	
No.	SHEET TITLE
1	TITLE SHEET
2	ROUNDABOUT REPAVING PLAN
3	ROUNDABOUT STRIPING PLAN
4	WASHINGTON ST STRIPING PLAN
5	MONTGOMERY ST PAVING AND STRIPING PLAN
6	CALTRANS DETAILS
7	EROSION CONTROL PLAN
8	EROSION CONTROL DETAILS

ABBREVIATIONS

AGGREGATE BASE	AB
ASPHALT CONCRETE	AC
BEGIN CURVE	BC
BACK OF WALK	BOW
BUILDING SETBACK LINE	BSL
BACK OF SIDEWALK	BSW
BEGIN VERTICAL CURVE	BVC
CURVE #	C
CABLE TELEVISION	CATV
CATCH BASIN	CB
COLD-PLAIN ASPHALT PAVING	CPACP
COMPOUND CURVE	CC
CURB AND GUTTER	CG
CENTERLINE	CL
CORREGATED METAL PIPE	CMP
CONCRETE MASONRY UNIT	CMU
CLEAN OUT	CO
CUBIC YARDS	CU
DRAIN INLET	DI
ELECTRIC	E
END CURVE	EC
EXISTING GROUND	EG
ELEVATION	ELEV
EDGE OF PAVEMENT	EP
END VERTICAL CURVE	EVC
EXISTING	EX
FUTURE	F
FINISH FLOOR	FF
FINISH GRADE	FG
FIRE HYDRANT	FH
FLOWLINE	FL
FACE OF CURB	FOC
FEET	FT
GAS	G
GAUGE	GA
GRADE BREAK	GB
GAS METER	GM
HANDICAP RAMP	HCRAMP
HIGH DENSITY POLYETHYLENE	HDPE
INVERT ELEVATION	IE
JOINT POLE	JP
JOINT TRENCH	JT
LINE #	L
LATERAL	LAT
LINEAR FEET	LF
LIP OF GUTTER	LIP
LOT LINE	LL
LEFT	LT
MAXIMUM	MAX
MAXIMUM DRY DENSITY	MDD
MAINTENANCE HOLE	MH
MINIMUM	MIN
MID POINT	MP
MID POINT ON CURVE	MPOC
NOT TO SCALE	NTS
ORIGINAL GROUND	OG
OVERHEAD ELECTRIC	OHE
OFFSET	OS
PROPERTY CORNER	PC
PORTLAND CEMENT CONCRETE	PCC
PHASE NUMBER	PH
POINT OF INTERSECTION	PI
PROPERTY LINE	PL
POWER POLE	PP
POINT OF REVERSE CURVATURE	PRC
PUBLIC STORM DRAIN EASEMENT	PSDE
PUBLIC SANITARY SEWER EASEMENT	PSSE
POINT OF TANGENCY	PT
PUBLIC UTILITY EASEMENT	PUE
POLYVINALCHLORIDE	PVC
POINT OF VERTICAL INTERSECTION	PVI
RADIUS	R
REINFORCED CONCRETE PIPE	RCP
RELATIVE DENSITY	RD
RETURN	RET
RIGHT-OF-WAY	ROW
RIGHT	RT
RUBBERIZED HOT MIX ASPHALT (GRADED)	RHMA-G
RUBBERIZED STRESS ABSORBING MEMBRANE INTERLAYER	RSAMI
SLOPE	S
STORM DRAIN	SD
STORM DRAIN MAINTENANCE HOLE	SDMH
SERVICE	SERV
SUB GRADE	SG
SANITARY SEWER	SS
SANITARY SEWER MAINTENANCE HOLE	SSMH
STATION	STA
STANDARD	STD
SIDEWALK	SW
TRANSFORMER	T
TOP BACK OF CURB	TBC
TOP OF CURB	TC
TELEPHONE	TEL
TOE OF SLOPE	TOE
TOP OF SLOPE	TOP
TOP OF WALL	TW
TYPICAL	TYP
VITRIFIED CLAY PIPE	VCP
VALLEY GUTTER	VG
WATER	W
WATER METER	WM
YARDS	YDS

PLANS PREPARED BY:
or under the supervision of,

9/06/2024
DATE

MEKENA K. GALKA, P.E.
ASSOCIATE ENGINEER
NORTHSTAR

APPROVED FOR CONSTRUCTION:

9/11/2024

ROBIN KAMPMANN
INTERIM/CITY ENGINEER
CITY OF OROVILLE

TOPOGRAPHIC SURVEY NOTES

1. THIS IS NOT A BOUNDARY SURVEY. NO LIABILITY IS ASSUMED BY NORTHSTAR FOR THE EXISTENCE OF ANY EASEMENTS, ENCUMBRANCES AND DISCREPANCIES IN BOUNDARY OR TITLE DEFECTS.
2. PHYSICAL ITEMS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE BY SURFACE INSPECTION AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN.
3. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SURFACE FEATURES AND SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. NORTHSTAR ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED.
4. BENCHMARK:ELEVATIONS ARE BASED ON A NAVD88 GNSS OBSERVATION AND AN OPUS SOLUTION DATED JULY 12, 2022 ON CONTROL POINT #21103. ELEVATION = 240.18' (NAVD 88 DATUM)
5. THE HORIZONTAL DATA FOR THIS SURVEY IS BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983 (CCS83), ZONE II, 2011 (EPOCH 2010.0000) ESTABLISHED LOCALLY UPON A GNSS SURVEY AND AN OPUS SOLUTION REPORT DATED JULY 12, 2022. ALL DISTANCES SHOWN HERON ARE GRID AND ARE IN TERMS OF US SURVEY FEET. TO OBTAIN GROUND DISTANCES DIVDE GRID DISTANCES BY A COMBINED FACTOR OF 0.99993486.
6. FIELD SURVEY COMPLETED ON 10-18-2022
7. AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD A REQUEST FOR PROJECT CONTROL POINTS TO BE PLACED.

REGISTERED PROFESSIONAL ENGINEER
MEKENA K. GALKA
No. 94638
CIVIL
STATE OF CALIFORNIA

Designed:	MKG
Drawn By:	MKG
Approved:	
Date:	APRIL 2024

Revision	Date	By

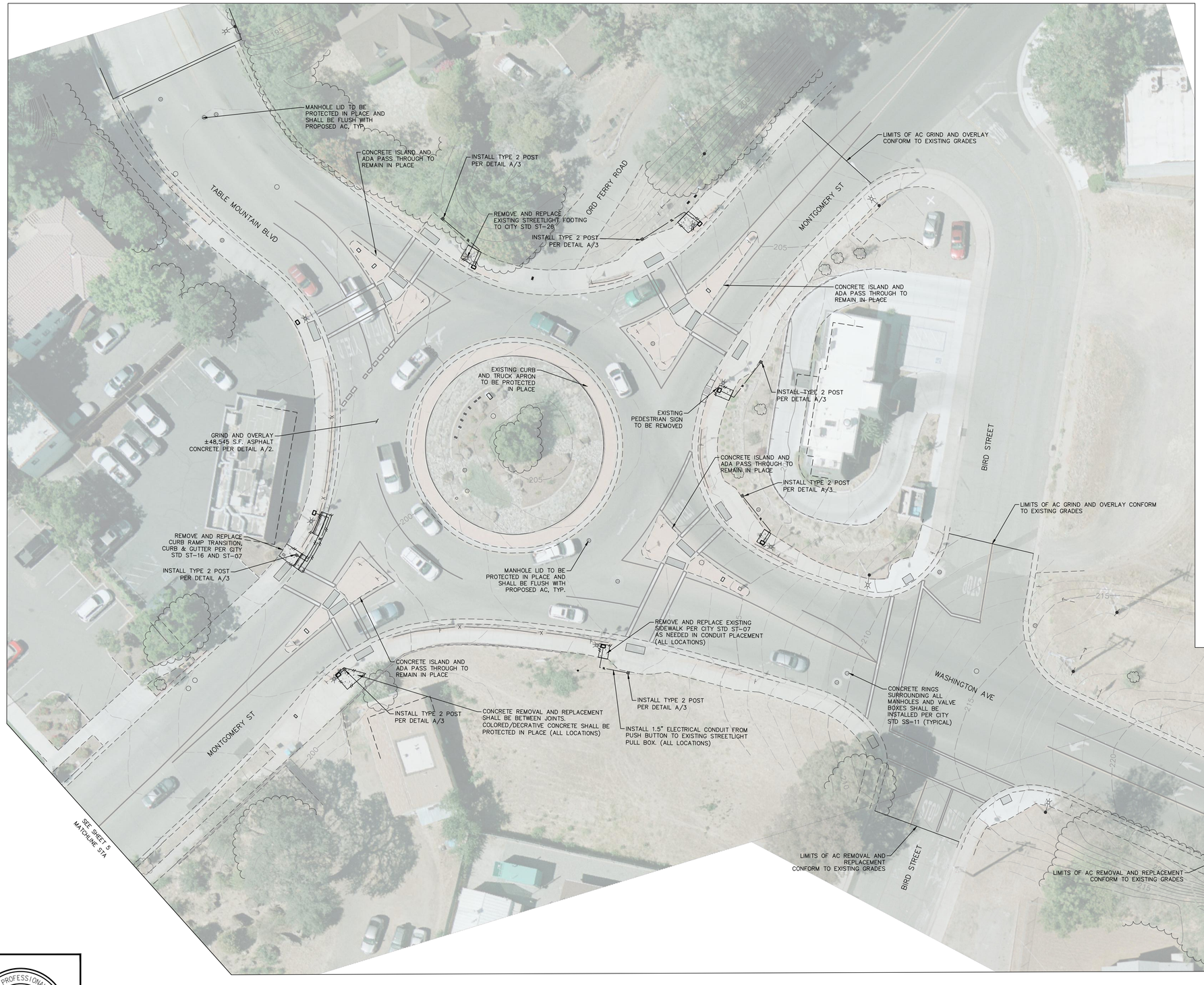
NORTHSTAR
111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.NorthStarAE.com

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

TITLE SHEET
MONTGOMERY ROUNDABOUT

APN Number	Job Number	Scale	Sheet
N/A	21-103	1"= 60' Horz. N/A Vert.	Sheet 1 Of 8

S:\PROJECTS\2021\21-103 CITY OF OROVILLE PSA #3387\ENGINEERING\CS-- (8) MONTGOMERY ROUNDABOUT\DWG\21-103 MONTGOMERY ROUNDABOUT- B JOSH.DWG 9/6/24 JFREITAS

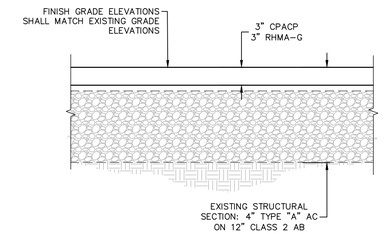


GENERAL NOTES

1. ALL WORK IN THE PUBLIC RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE CITY OF OROVILLE IMPROVEMENT STANDARDS AND SPECIFICATIONS, AND APPLICABLE PORTIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS DATED 2022. (APPROVAL OF CITY DIRECTOR OF PUBLIC WORKS OR THEIR AUTHORIZED REPRESENTATIVES IS REQUIRED.) CONTRACTOR SHALL HAVE SIGNED PLANS IN HIS POSSESSION PRIOR TO COMMENCEMENT OF WORK.
2. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND/OR UTILITY DISTRICTS AS TO THE LOCATION OF ALL UNDERGROUND FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND FACILITIES OR OTHER BURIED OBJECTS WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 811 AT LEAST 3 DAYS PRIOR TO CONSTRUCTION.
3. LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ORDERING MATERIALS OR BEGINNING SITE CONSTRUCTION.
4. THE CONTRACTOR SHALL REQUEST CONSTRUCTION STAKES FOR ANY PARTICULAR PHASE OF WORK AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL REQUEST A FORM OR GRADE STAKE PRIOR TO PLACING OF IMPROVEMENTS.
5. NORTHSTAR ASSUMES NO RESPONSIBILITY FOR ANY WORK CONSTRUCTED IF STAKED BY OTHERS.
6. PRIOR TO ANY CORRECTIVE ACTION BY THE CONTRACTOR WHICH IS NECESSARY DUE TO STAKING ERRORS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR RE-STAKING AND VERIFICATION OF PREVIOUS STAKING. THE ENGINEER ASSUMES NO LIABILITY FOR THE COST INCURRED FOR THIS WORK.
7. CONTRACTOR TO BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
8. ALL PERMITS NECESSARY FOR THIS JOB ARE TO BE ACQUIRED BY THE CONTRACTOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL ESTIMATES AND QUANTITIES.
10. SHOULD CONSTRUCTION ACTIVITIES EXPOSE BURIED ARTIFACTS OR OTHER EVIDENCE OF EARLY HISTORIC OCCUPATION. A QUALIFIED ARCHEOLOGIST SHALL BE CONTACTED IMMEDIATELY. ALL CONSTRUCTION ACTIVITIES SHALL BE HALTED UNTIL HIS RECOMMENDATIONS ARE IMPLEMENTED.
11. EXISTING FACILITIES IN CONFLICT WITH IMPROVEMENTS ARE TO BE RELOCATED OR ADJUSTED TO GRADE AT THE DEVELOPER'S EXPENSE.
12. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF OROVILLE AND CALTRANS PRIOR TO BEGINNING ANY CONSTRUCTION WITHIN THE RIGHT OF WAY.

A PAVEMENT SECTION

NOT TO SCALE



NOTE:
1. ALL EXISTING MANHOLES AND UTILITY BOXES SHALL BE PROTECTED IN PLACE

REGISTERED PROFESSIONAL ENGINEER
MCKENA K. GALKA
No. 94638
CIVIL
STATE OF CALIFORNIA

Designed:	MKG
Drawn By:	MKG
Approved:	
Date:	APRIL 2024

Revision	Date	By

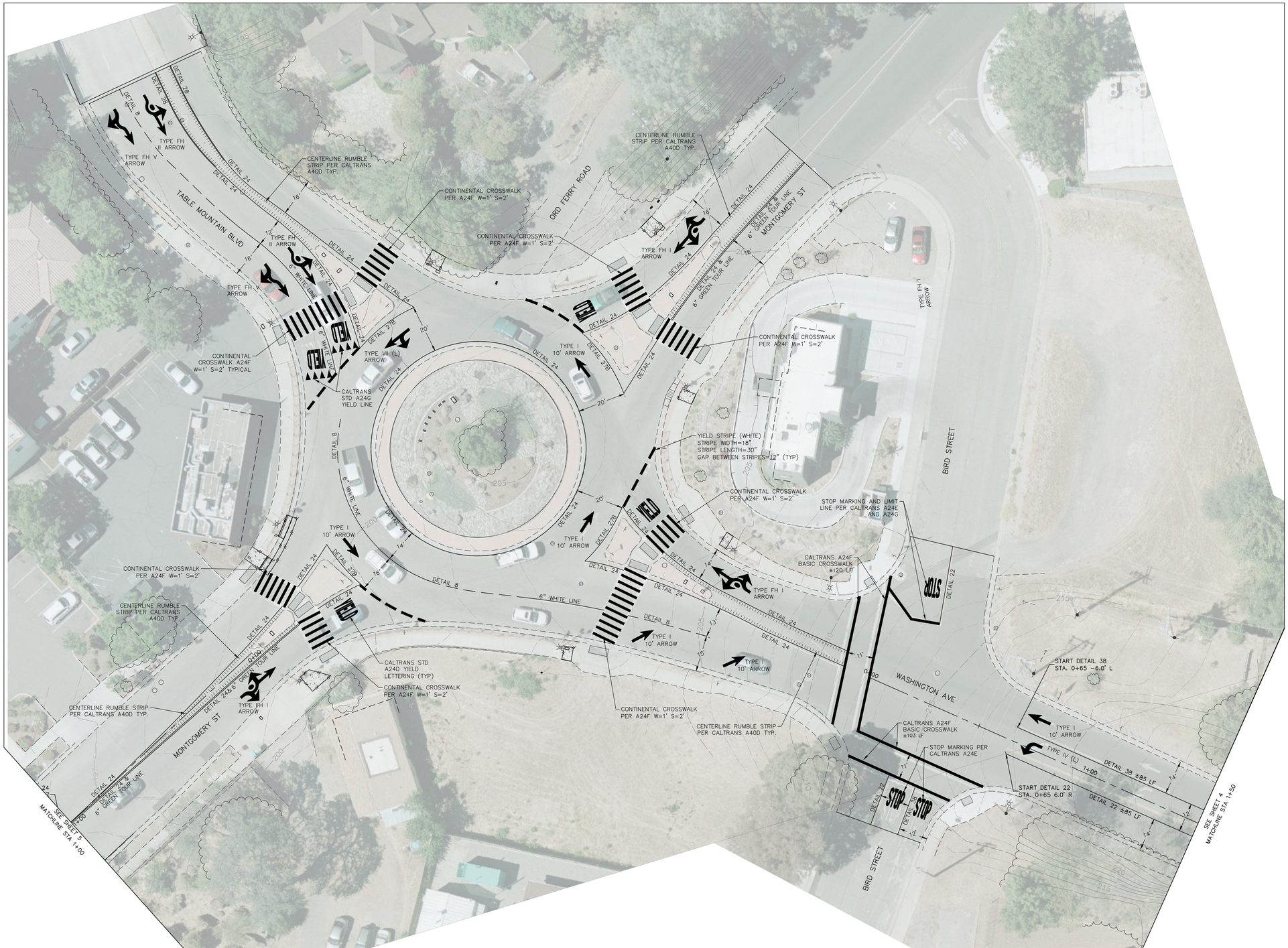
NORTHSTAR
111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.NorthStarAE.com

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

ROUNDABOUT REPAVING PLAN
MONTGOMERY ROUNDABOUT

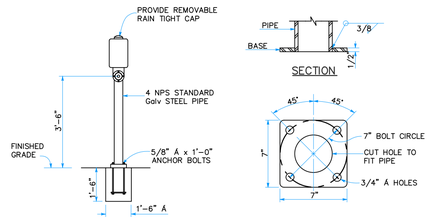
APN Number	Job Number	Scale	Sheet
N/A	21-103	1"= 20' Horz. N/A Vert.	Sheet 2 Of 8

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A PEDESTRIAN PUSH BUTTON POST

NOT TO SCALE



DETAIL B
TYPE 2 POST

1. CONTRACTOR SHALL SOURCE AND INSTALL TYPE 2 POST ONLY, PEDESTRIAN PUSH BUTTON EQUIPMENT WILL BE INSTALLED BY CITY IN THE FUTURE.
2. TYPE 2 POST SHALL INCLUDE POST, FOUNDATION AND ALL REQUIRED MATERIALS NECESSARY FOR INSTALLATION

CALTRANS STD ES-7A

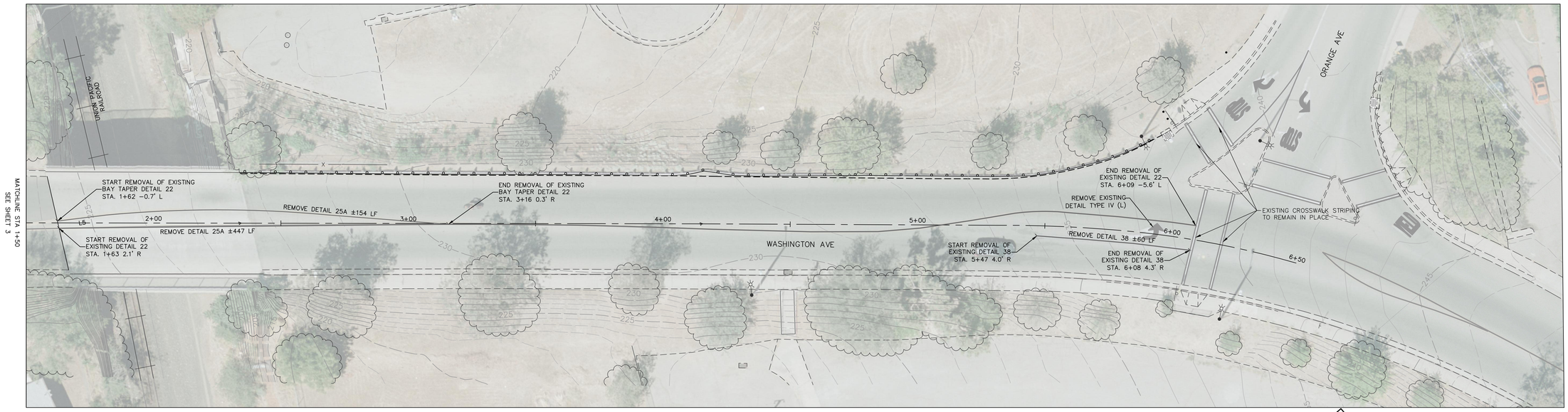
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Designed: MKG	Revision	Date	By	CITY OF OROVILLE 1735 MONTGOMERY STREET OROVILLE, CALIFORNIA	ROUNDABOUT STRIPING PLAN MONTGOMERY ROUNDABOUT
Drawn By: MKG					APN Number N/A | Job Number 21-103 | Scale 1"= 20' Horz. N/A Vert. | Sheet 3 Of 8
Approved:					
Date: APRIL 2024					

REGISTERED PROFESSIONAL ENGINEER MELISSA K. GALLAHER No. 94638 CIVIL STATE OF CALIFORNIA

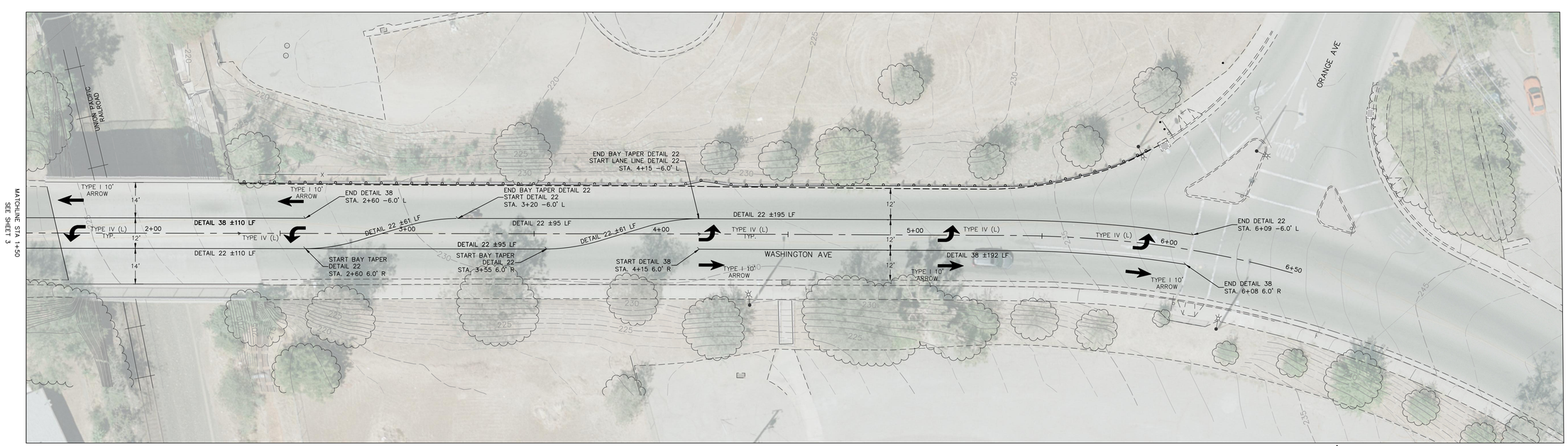
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STRIPING REMOVAL PLAN

20 0 20 40



RE-STRIPING PLAN

20 0 20 40

REGISTERED PROFESSIONAL ENGINEER — MEGHENA K. GACKSTETTER — No. 94638 — CIVIL — STATE OF CALIFORNIA

Designed:	MKG
Drawn By:	MKG
Approved:	
Date:	APRIL 2024

Revision	Date	By

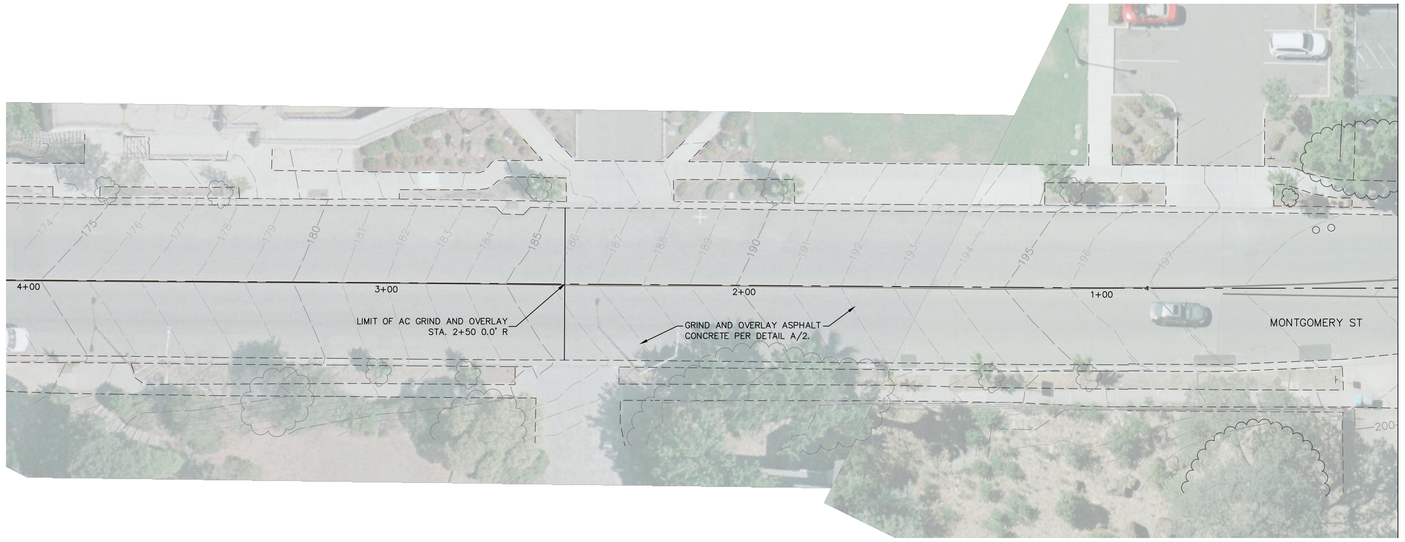
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CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

WASHINGTON ST STRIPING PLAN
MONTGOMERY ROUNDABOUT

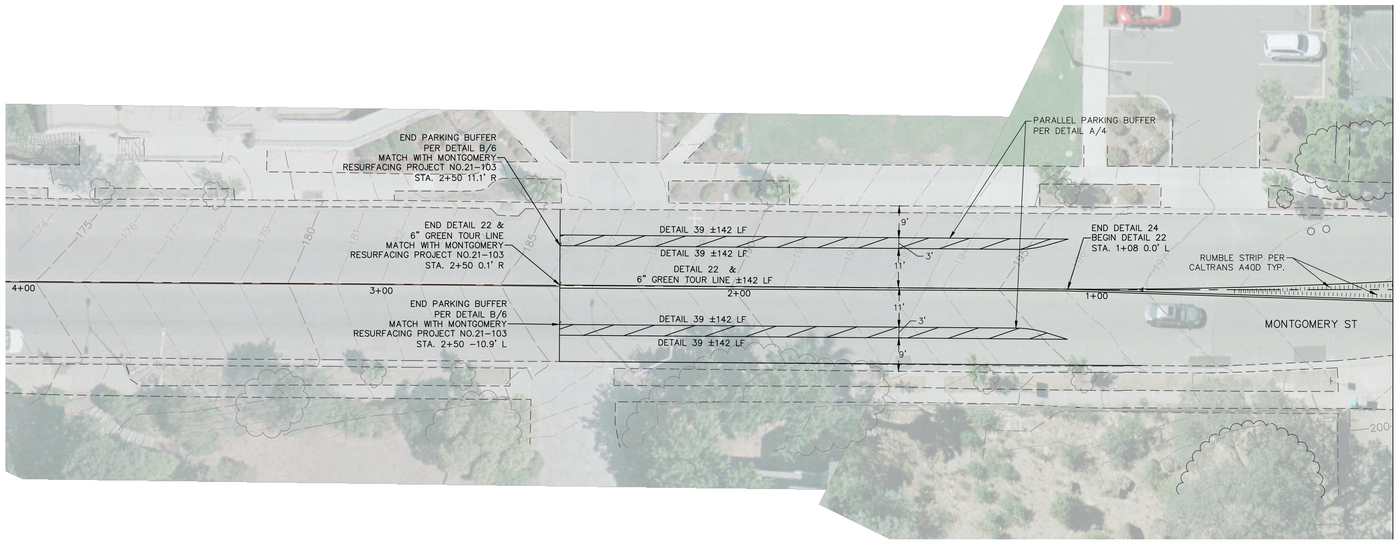
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N/A	21-103	1"= 20' Horz. N/A Vert.	Sheet 4 Of 8

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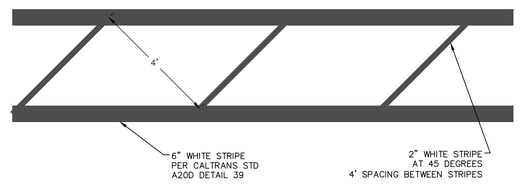
STRIPING REMOVAL PLAN

20 0 20 40



RE-STRIPING PLAN

20 0 20 40



A PARALLEL PARKING BUFFER STRIPING

NTS

REGISTERED PROFESSIONAL ENGINEER
MEKENA K. GALKOWSKI
No. 94638
CIVIL
STATE OF CALIFORNIA

Designed:	MKG
Drawn By:	MKG
Approved:	
Date:	APRIL 2024

Revision	Date	By

NORTHSTAR
111 MISSION RANCH BLVD, SUITE 100, CHICO, CA 95926
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CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

WASHINGTON ST PAVING AND STRIPING PLAN
MONTGOMERY ROUNDABOUT

APN Number	Job Number	Scale		Sheet
N/A	21-103	1"= 20' Horz.	N/A Vert.	4 Of 8

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12

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1

DETAIL 2

~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

LANELINES
(MULTILANE HIGHWAYS)

DETAIL 5

DETAIL 6

~~DETAIL 7~~ DETAIL 7 DELETED

DETAIL 8

DETAIL 9

DETAIL 9A

~~DETAIL 10~~ DETAIL 10 DELETED

DETAIL 11

LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12

DETAIL 12A

~~DETAIL 13~~ DETAIL 13 DELETED

~~DETAIL 14~~ DETAIL 14 DELETED

~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

DETAIL 15

DETAIL 16

~~DETAIL 17~~ DETAIL 17 DELETED

DETAIL 18

DETAIL 19

~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION

DETAIL 21

DETAIL 22

~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND
MARKERS
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES
- 6" WHITE
- 4" YELLOW

TYPE C AND TYPE D

TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20A

2022 STANDARD PLAN A20A

13

LEFT EDGE LINES
(DIVIDED HIGHWAYS)
See Note 1

DETAIL 24

DETAIL 25

DETAIL 25A

DETAIL 25B

DETAIL 26

DETAIL 26A

DETAIL 26B

DETAIL 27

RIGHT EDGE LINES

~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B

RIGHT EDGE LINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

LEFT EDGE LINES NOTE:
On freeways use traffic stripe details with Type RY markers.

MEDIAN ISLANDS

DETAIL 28

DETAIL 29

~~DETAIL 30~~ DETAIL 30 DELETED

TWO-WAY LEFT TURN LANES

DETAIL 31

DETAIL 32

~~DETAIL 33~~ DETAIL 33 DELETED

LEGEND
MARKERS
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

LINES
- 6" WHITE
- 6" YELLOW

INTERSECTION TREATMENTS

DETAIL 34

DETAIL 34A

DETAIL 35

DETAIL 35A

MARKER DETAILS

TYPE RY AND TYPE D

TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20B

2022 STANDARD PLAN A20B

19

TYPE I 18'-0" ARROW
A=25 ft²

TYPE I 24'-0" ARROW
A=31 ft²

TYPE I 10'-0" ARROW
A=14 ft²

TYPE II ARROW
A=36 ft²

TYPE VI ARROW
A=42 ft²
Right lane drop arrow.
For left lane, use mirror image.

TYPE IV (L) ARROW
A=15 ft²
For Type III (R) arrow, use mirror image.

NOTE:
Minor variations in dimensions may be accepted by the engineer.

BIKE LANE ARROW
A=3.5 ft²

TYPE III ARROW
A=27 ft²
For Type III (R) arrow, use mirror image.

TYPE V ARROW
A=33 ft²

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
ARROWS
NO SCALE

A24A

2022 STANDARD PLAN A24A

22

RUNAWAY A=43 ft²
VEHICLES A=42 ft²
YIELD A=24 ft²
SLOW A=23 ft²
WAIT A=19 ft²
SCHOOL A=35 ft²
AHEAD A=31 ft²
TURN A=24 ft²
HERE A=26 ft²
XING A=21 ft²
SIGNAL A=32 ft²
LEFT A=19 ft²
RIGHT A=26 ft²
STOP A=22 ft²
PED A=18 ft²
COMPACT A=10 ft²
BIKE A=5 ft²
LANE A=6 ft²

NOTES:
1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters on the high speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
WORDS
NO SCALE

A24D

2022 STANDARD PLAN A24D

24

CONTINENTAL
See Note 1

TRIPLE FOUR
See Note 1

LADDER

DIAGONAL

HIGHER VISIBILITY CROSSWALKS

NOTES:
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
CROSSWALKS
NO SCALE

A24F

2022 STANDARD PLAN A24F

25

YIELD LINE AT EXIT RAMP

LIMIT LINE (STOP LINE) AT EXIT RAMP

NOTE:
1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.

TYPE V ARROW AT EXIT RAMP
A=33 ft²

LIMIT LINE (STOP LINE)

YIELD LINE

LEGEND:
MARKERS
- TYPE R ONE-WAY RED RETROREFLECTIVE

MARKER DETAILS

TYPE R
RETROREFLECTIVE FACE ON BACKSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES,
AND WRONG WAY DETAILS
NO SCALE

A24G

2022 STANDARD PLAN A24G

15

CHANNELIZING LINE

DETAIL 38

DETAIL 38A

DETAIL 38B

~~DETAIL 38C~~ DETAIL 38C DELETED

DETAIL 38D
(EXIT RAMPS ONLY)

BIKE LANE LINE

DETAIL 39

INTERSECTION LINE
BIKE LANE

DETAIL 39A

LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40

~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41

~~DETAIL 41A~~ DETAIL 41A DELETED

LEGEND
MARKERS
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

MARKER DETAILS

TYPE C

TYPE G

RETROREFLECTIVE FACE

DETAIL FOR RECESSED TRAFFIC STRIPE
See Notes A and B

RECESSED NOTES:
A. See typical traffic line details for pavement marking patterns.
B. See standard specifications for recess depth and recess striping material thickness.

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER
See Note 4

TYPE C, TYPE RY, AND TYPE D

TYPE G, TYPE R, AND TYPE H

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION
See Notes 1 and 2

RECESSED MARKER NOTES:
1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement marker shall be flush to recesses shall be 0 to 1/16" below the pavement surface.
4. Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20D

2022 STANDARD PLAN A20D

VERTICAL CURB , GUTTER AND ADJACENT SIDEWALK
FOR CURB AND GUTTER DETAIL , SEE ST - 05

ROLLED CURB , GUTTER AND ADJACENT SIDEWALK
REFER TO ST-05 FOR CURB AND GUTTER DETAIL, 6-INCH THICK SIDEWALK REQUIRED FOR SEPARATED SIDEWALKS

NOTES:
1. 6" THICK SIDEWALK IS REQUIRED WITH ROLLED CURB AND GUTTER. ALL CONCRETE TO BE 3,000 PSI AT 28 DAYS.
2. REFER TO ST-06, SHEET 2 FOR EXPANSION JOINT AND SCORING SPECIFICATIONS.
3. ROLLED CURB AND GUTTER AS SHOWN, IS USED ONLY IN RESIDENTIAL ZONES, OR WITH EXCEPTIONS AS APPROVED BY THE PUBLIC WORKS DIRECTOR. ROLLED CURB AND GUTTER IS PROHIBITED WITHIN INDUSTRIAL UNIT #1 (I/U1).
4. DEPENDING UPON THE AMOUNT OF GRADING, SOIL PLACEMENT, AND COMPACTION THAT MAY BE REQUIRED TO PREPARE SUBGRADE, THE CITY MAY REQUIRE SOIL DENSITY TESTING OF THE SUBGRADE. SOIL DENSITY, IF REQUIRED, WILL BE ARRANGED BY THE CITY AT OWNER'S EXPENSE.

CITY OF OROVILLE
DEPARTMENT OF PUBLIC WORKS
STANDARD FOR
CURB, GUTTER and ADJACENT SIDEWALK
DRAWN BY: SG | RICK WALLS, P.E. DIRECTOR OF PUBLIC WORKS DEPARTMENT | SHEET 1 OF 2 | ST-07

PEDESTRIAN RAMP DETAIL

GROOVING DETAIL

NOTES:
1. SEE ST-17 FOR GENERAL NOTES REGARDING RAMPS.
2. RAMPS SHALL BE POURED MONOLITHICALLY.
3. CONCRETE SHALL BE 3,000 PSI AT 28 DAYS.

CITY OF OROVILLE
DEPARTMENT OF PUBLIC WORKS
STANDARD FOR
MID BLOCK PEDESTRIAN RAMP
DRAWN BY: SG | RICK WALLS, P.E. DIRECTOR OF PUBLIC WORKS DEPARTMENT | SHEET 1 OF 1 | ST-16

NOTE: CITY WILL PROVIDE REQUIRED BOLT PATTERN AT TIME OF CONSTRUCTION

NOTES:
1. PRECAST FOUNDATIONS
   A. MAY BE USED
   B. MUST BE BACKFILLED WITH A ONE-SACK CEMENT PER CUBIC YARD CEMENT SAND SLURRY.
2. BOLT - COVER SHALL BE PROVIDED.
3. WITH PRECAST FOUNDATION, THE POLE MAY BE GROUNDED IN A SAME NO. 4 SOLID COPPER WIRE CLAMPED TO A 8' x ½ FOOT LONG GROUNDING ROD INSTALLED IN PULL BOX. (SEE PULL BOX DETAIL)
4. INSTALLATION SHALL INCLUDE SECURING NUTS, LEVELING NUTS, WASHERS, AND NUT COVERS.

CITY OF OROVILLE
DEPARTMENT OF PUBLIC WORKS
STANDARD FOR
STREET LIGHT POLE FOOTING
DRAWN BY: SG | RICK WALLS, P.E. DIRECTOR OF PUBLIC WORKS DEPARTMENT | SHEET 1 OF 1 | ST-26

MANHOLE IN ROADWAY SECTION

NOTES:
1. CONCRETE COLLAR IN ROADWAY SHALL HAVE LAMP BLACK ADDED TO CONCRETE AND SHALL MATCH COLOR OF EXISTING PAVEMENT
2. CONCRETE COLLAR SHALL EXTEND A MINIMUM OF 1" BELOW FIRST COLLAR

MANHOLE OUTSIDE OF ROADWAY

CITY OF OROVILLE
DEPARTMENT OF PUBLIC WORKS
STANDARD FOR
MANHOLE CASTING INSTALLATIONS
DRAWN BY: SG | RICK WALLS, P.E. DIRECTOR OF PUBLIC WORKS DEPARTMENT | SHEET 1 OF 1 | SS-11

REGISTERED PROFESSIONAL ENGINEER
MEHENA K. GALKA
No. 94638
CIVIL
STATE OF CALIFORNIA

Designed:	MKG
Drawn By:	MKG
Approved:	
Date:	APRIL 2024

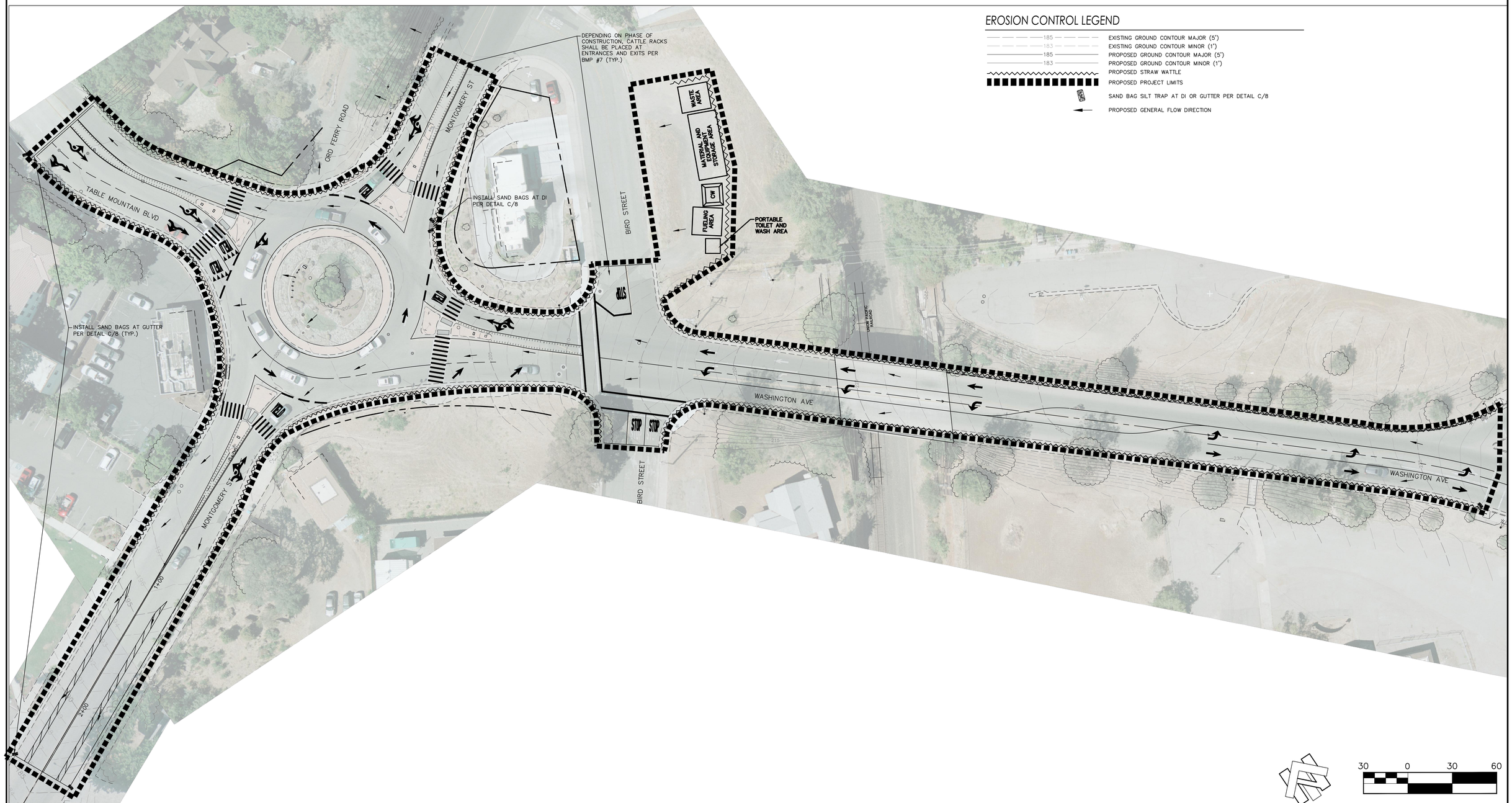
Revision	Date	By

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

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

CALTRANS DETAILS
MONTGOMERY ROUNDABOUT

APN Number	Job Number	Scale		Sheet
N/A	21-103	N/A Horz.	N/A Vert.	6 Of 8



EROSION CONTROL LEGEND

- 185 — EXISTING GROUND CONTOUR MAJOR (5')
- 183 — EXISTING GROUND CONTOUR MINOR (1')
- 185 — PROPOSED GROUND CONTOUR MAJOR (5')
- 183 — PROPOSED GROUND CONTOUR MINOR (1')
- PROPOSED STRAW WATTLE
- PROPOSED PROJECT LIMITS
- SB — SAND BAG SILT TRAP AT DI OR GUTTER PER DETAIL C/8
- PROPOSED GENERAL FLOW DIRECTION

30 0 30 60

REGISTERED PROFESSIONAL ENGINEER
MCKENA K. GALKA
No. 94638
CIVIL
STATE OF CALIFORNIA

Designed:	MKG
Drawn By:	MKG
Approved:	
Date:	APRIL 2024

Revision	Date	By

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

CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA

EROSION CONTROL PLAN
MONTGOMERY ROUNDABOUT

APN Number	Job Number	Scale	Sheet
N/A	21-103	1"= 30' Horz. N/A Vert.	Sheet 7 Of 8

S:\PROJECTS\2021\21-103 CITY OF OROVILLE PSA #3387\ENGINEERING\CS- (8) MONTGOMERY ROUNDABOUT\DWG\21-103 MONTGOMERY ROUNDABOUT- B JOSH.DWG 9/6/24 JFREITAS

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS

RE: APPROVAL OF CONTRACT WITH ALPHACM FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

DATE: OCTOBER 21, 2025

SUMMARY

The City Council shall consider approval of Agreement No. 3571 with AlphaCM to provide construction management, inspection, and materials testing services for the Montgomery Street Roundabout Improvement Project and authorize the Mayor to execute the agreement on behalf of the City.

This contract will ensure that the project is constructed in full compliance with all applicable laws, City standards and specifications, with qualified oversight and quality assurance provided throughout the construction phase.

DISCUSSION

The Montgomery Street Roundabout Improvement Project will rehabilitate pavement, replace curb and sidewalk sections, and upgrade pavement striping and pedestrian crossings at the roundabout located south of the Table Mountain Boulevard bridge. Construction is anticipated to begin in late 2025 and be completed within forty-five (45) working days.

Due to the project's traffic control complexities, constrained work zone, and coordination with multiple utilities and adjacent businesses, professional construction management support is necessary to maintain safety, minimize disruption, and ensure contract compliance.

The City issued a Request for Proposals (RFP) on September 19, 2025, with proposals due October 13, 2025. The RFP requested qualified consultants to provide comprehensive construction management, inspection, labor compliance, and materials testing services. Four proposals were received. Proposals were evaluated using the criteria established in the RFP, which weighted experience and qualifications (45%), project approach (30%), cost (10%), schedule (10%), and compliance with RFP requirements (5%)

The scope of work includes:

- Project management and schedule monitoring;
- Construction contract administration and documentation;
- Daily inspection and field reporting;
- Change order evaluation and cost tracking;
- Materials testing and quality assurance; and
- Project closeout, as-built verification, and warranty documentation

After review by City staff, AlphaCM was selected as the most qualified firm based on relevant experience, technical expertise, and competitive pricing. The consultant's proposed not-to-exceed fee is $115,958.00.

FISCAL IMPACT

The total project budget is $650,000, consisting of $586,778 in Local Transportation Funds (LTF) and $63,222 in Regional Surface Transportation Program (RSTP) funds. The construction contract of $544,590 leaves only $105,410 available for construction management services and provides no contingency for unforeseen conditions.

To ensure adequate coverage for construction management and minor change orders, staff will allocate an additional $25,000 in RSTP funds, increasing the total project budget to $675,000. This adjustment will be offset by reducing the Ophir Road project budget from $750,000 to $725,000, which remains sufficient as the City does not anticipate its share of costs for that project to exceed $725,000.

ACTION REQUESTED -

1. **APPROVE AGREEMENT NO. 3571 WITH ALPHACM FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES FOR THE MONTGOMERY STREET ROUNDABOUT IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $115,958.00; AND**
2. **AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

Attachment A – Proposed Professional Services Agreement (Agreement No. 3571)

Attachment B – Exhibit A - Consultant's Cost Proposal and Scope of Work

Attachment C – RFP: Construction Management Services for Montgomery Street Roundabout Project

Attachment D – Proposal Evaluation

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 21st day of October, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and AlphaCM Inc., 2200 E. Bidwell St., Suite 105, Folsom, CA 95630 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted an RFP issued in September, 2025, and selected CONTRACTOR as the preferred service provider;

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

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

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

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

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $115,958.00 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.

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

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

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

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

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

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

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably

withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

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

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

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

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR’s employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

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

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

CONTRACTOR:
AlphaCM Inc.
2200 E. Bidwell St., Ste 105,
Folsom, CA 95630
Attention: Brian Danley

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

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

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

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

21. AUTHORITY TO ENTER AGREEMENT.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 21st day of October, 2025.

CONTRACTOR:

_____

Brian Danley, VP

CITY OF OROVILLE:

_____

Brian Ring, City Administrator

APPROVED AS TO FORM:

_____

Scott Huber, City Attorney

OCTOBER 13, 2025

EXHIBIT A

CITY OF OROVILLE

Proposal for
Montgomery Roundabout Improvement Project
Construction Management Services



Submitted by

Alpha CM

EXHIBIT A

TRANSMITTAL LETTER

Alpha CM
2200 E. Bidwell St., Ste 105
Folsom, CA 95630
916.866.4180
www.alphacminc.com

October 13, 2025

Alyssa Stutz, PE, Public Works Director
City of Oroville
Department of Public Works - Engineering Division
1735 Montgomery Street
Oroville, CA 95965

RE: Montgomery Roundabout Improvement Project
Construction Management Services Proposal

Dear Alyssa:

Completing the Montgomery Roundabout overlay over the winter and holidays could present some interesting logistical challenges for a variety of reasons. Having a competent construction management firm that recognizes the challenges and has the solutions will be key to project success.

Alpha CM, Inc., has the resources, qualifications, and experience to deliver this important street improvement project. Established in 2021, we provide construction management and inspection services solely to northern California cities, counties, and special districts We specialize in all types of public infrastructure including transportation and transit facilities, parks and recreation facilities, and water/wastewater/stormwater projects. We have extensive experience managing a wide variety of state and federal grants and LAPM projects.

Our proposed part-time construction manager is **Dave Latona** who brings more than 25 years of pertinent experience on paving and public works projects. He has managed major paving improvements programs for the Town of Moraga, City of Richmond and Stanislaus County. He has also managed numerous underground utility projects throughout northern California that involve pavement restoration and very similar traffic control and pedestrian safety issues. Dave is currently providing project oversight of Oroville's Hewitt Park Renovation and understands local issues.

Our full-time on-site assistant construction manager/inspector will be **Craig Hansen**, who brings more than 10 years of pertinent experience on paving and underground utility projects. Craig was the lead inspector for the City of Berkeley's $6 million Marina Roadway Improvements that included a roundabout, recycled paving materials, and partial realignment of University Avenue. He was also recently the lead inspector for the City of Rohnert Park's $6 million Neighborhood A & B Improvements that included new water mains, sanitary sewer lining, and curb-to-curb mill and fill pavement restoration. He recently completed an assignment for a major water main project on a four-lane thoroughfare for the Alameda County Water District.

We acknowledge reading the receipt of Addendum No. 1 and Questions/Answers posted on Public Purchase.

We take no exceptions to the City's standard consultant agreement or insurance requirements.

Please contact me at **(925) 407-5188** or **bdanley@alphacminc.com** for anything regarding this proposal. We look forward to discussing our qualifications with you and how we can continue our service to the City of Oroville.

Regards,

Alpha CM, Inc.

Brian A. Danley, PE, QSD/P, LEED AP
Vice President

EXHIBIT A

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EXHIBIT A
PROPOSER'S CERTIFICATION FORM

REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGEMENT SERVICES ON

THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

PROPOSAL CERTIFICATION FORM

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID.

Issue Date	September 18, 2025
Issuing Agent	City of Oroville
Proposal Due Date	October 13, 2025, 1:00 PM City Hall
Proposals Directed To	Alyssa Stutz, PE, Director of Public Works
Number of Proposal Copies	Three (3) hard copies and one (1) electronic copy

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Name of Firm	Alpha CM, Inc.
Address of Firm	2200 E. Bidwell St., Suite 105, Folsom, CA 95630
Contact Name	Brian Danley
Signature	
Title	Vice President
Date	October 13, 2025
Phone Number	925-407-5188
Alternate Phone Number	(optional)
Federal Employee ID Number	88-0563089

EXHIBIT A

PROPOSER'S BACKGROUND

Alpha CM, Inc., established in 2021, provides construction management (CM) and inspection services exclusively to northern California cities, counties, and special districts. Our outstanding staff understands the procedures, intricacies, and protocols of public infrastructure construction. **Alpha CM** is eager, ready, and able to assist public agencies from project inception through completion.

Our mission is the successful delivery of community and environmental enhancement projects while providing a rewarding and satisfying workplace for our staff. We understand that in order to be the best provider of CM and inspection services it is paramount to attract and retain the highest caliber talent. We aim to be the company that attracts the best and the brightest which translates to excellent service for your projects.

Alpha CM provides services solely on public infrastructure projects for cities, counties, special districts, state, and federal agencies. Current and recently completed projects include:

- City of Oroville - Hewitt Park Renovation Project
- City of Rohnert Park - Pavement Maintenance Project
- Alameda County Water District - Central Newark Thornton Mainline Replacement
- Sacramento Suburban Water District - Dudley Dudley Mainline Replacement (McClellan Airbase)
- SMUD - Country Acres Clean Power Project
- Napa Valley Transportation Authority - Soscol Gateway Transit Center Improvements Project
- East Bay Regional Park District - McKay Avenue Utilities, Crown Beach Trail Rehabilitation, and Restroom Facilities
- City of Napa - Redwood Road Water Main CIPP Rehabilitation
- Las Gallinas Valley Sanitary District - Smith Ranch Pump Station Improvements
- Alameda County Water District - Rubber Dam No.1 and Fishway
- City of Rohnert Park - A & B Sections Neighborhood Utilities Projects
- Hidden Valley Lakes Community Services District - Emergency Generators Installation
- City of Napa - Laurel Street 36-inch Water Main Replacement
- Napa Pipe Development - Underground Utilities and Surface Improvements Inspection
- City of San Rafael - San Quentin Stormwater Pump Station Replacement
- San Juan Water District - Lime Silo and Thickener Improvement Project
- Oro Loma Sanitary District - 40-Mile Sewer Mainline Rehabilitation Program
- City of San Leandro - Wastewater Treatment Plant Energy Efficiency and Resiliency Project
- Delta Diablo - Manhole, Gravity Interceptor, and Easement Road Improvements

Services offered include:

- Project Management
- Bidding Assistance
- Project Closeout
- Scheduling
- Construction Management
- Cost Estimating
- Resident Engineering
- Biddability/Constructability Reviews
- Inspection/Quality Assurance
- Claims Mitigation & Support

We have on-call contracts with the following agencies:

- Napa Valley Transportation Authority
- City of Napa Water Department
- Dublin San Ramon Services District
- Sacramento Suburban Water District
- City of Santa Rosa
- Contra Costa County
- City of Pinole
- Port of Oakland
- El Dorado County
- City of San Rafael
- Sonoma County
- Marin County
- Butte County
- City of Orinda
- Yolo County
- City of Lincoln

EXHIBIT A

QUALIFICATIONS

7.1.1 Relevant Experience

Hewitt Park Renovation Project — Cost: $4.5M



Agency: City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
Agency Contact: Tim Kaber, PE, Program Manager **Phone:** 530.538.2420
Dates: 05/2025 - ongoing
Description: Providing construction management and inspection services for this $4.5 million renovation of Hewitt Park. The existing facilities are dilapidated and the community is very involved and anxious to see the new amenities and upgrades. The new facilities include eight pickleball courts, mining themed splashpad, owner furnished play structures, embankment slide, dog park, multi-use turf, and fitness facilities. Funding is via Proposition 68 grant.
Key Staff: Brian Danley, Project Principal; Dave Latona, Project Manager; Brad Chadwick, Construction Manager/Inspector

2023 Pavement Maintenance Project — Cost: $2.2M



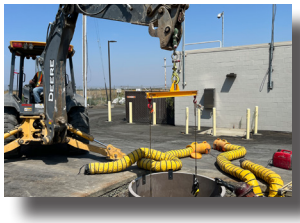
Agency: City of Rohnert Park Public Works, 600 Enterprise Drive, Rohnert Park, CA 94928
Agency Contact: Jason Sampietro, Associate Engineer **Phone:** 707.588.2235
Dates: 07/2024 - 10/2024
Description: This $2.2M project (as part of the city street maintenance program) consisted of crack sealing, slurry seal (420,00 SY), traffic striping and pavement markings (17,000 LF) for 142 sections of roadway throughout the City of Rohnert Park. Required extensive coordination with citywide projects, public and business coordination. Assisted in media blasts and maintaining up to date website information.
Key Staff: Brian Danley, Project Principal; Dave Latona, Project Manager

A&B Sections Neighborhood Utility Improvement Project — Cost: $6M



Agency: City of Rohnert Park Public Works, 600 Enterprise Drive Rohnert Park, CA 94928
Agency Contact: Julian De Anda, PE, Senior Engineer **Phone:** 707.588.3317
Dates: 01/2024 - 02/2025
Description: The City's A&B Sections Neighborhood Utility Improvement Project generally consisted of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the "A" & "B" neighborhood section of the City. The sewer work included the repair of sewer main pipes and lower sewer service lateral repairs via Cured In Place Pipe (CIPP) technique as well as open trench technique. The water work included replacement of a portion of water main via open trench and included new water services, water valves and fire hydrants.
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager; Dan Scholz, Scheduler; Craig Hansen, Inspector

Manhole Rehabilitation, Interceptor Sewer CIPP Lining, and Easement Road Improvements — Cost: $3.2M



Agency: Delta Diablo Sanitary District, 2500 Pittsburg-Antioch Hwy, Antioch, CA 94509
Agency Contact: Thanh Vo, PE, Senior Engineer **Phone:** 925.756.1949
Dates: 02/2023 - 10/2024
Description: The project consisted of repairing and rehabilitating critical sewer system manholes and gravity sewer mains. This included rehabilitating 30 manholes by way of new structural concrete polymer and composite liners, full sewer manhole replacements with Polymer Concrete manholes and Structural Concrete mortar Spray/Grout and epoxy lining with composite frames and covers. Also consisted of removing and replacing 30-inch VCP and RCP; CIPP line over 1000 LF of 30-inch sewer line in

EXHIBIT A

UPRR rail right of way and 20-inch sewer line along Caltrans right of way; open cut trenching, wastewater bypassing, and AC paving. In addition to working within UPRR and Caltrans right of way, much of the work was within sensitive wetland areas and tidal influenced areas requiring detailed preplanning and coordination to meet project sensitive milestones. Project required coordination with CDF&W, RWQCB, Delta Conservancy, UPRR, and City of Pittsburg.
Key Staff: Brian Danley, B/C Reviewer; Dave Latona, Project Manager; Craig Hansen, Inspector

Napa Pipe Development Project — Cost: $100M



Agency: Napa Redevelopment Partners, 66 Franklin Street, Suite 200 Oakland, CA 94607
Agency Contact: David Irving, Project Manager **Phone:** 415.810.6404
Dates: 06/2022 - 01/2025
Description: Project consisted of the redevelopment of the Napa Pipe Yard into new housing (residential and commercial) development. Included the deconstruction/demo of three bridges over sensitive Napa River waterway and the construction of two new bridges over the Napa River and new road alignment and road widening. Also included were construction of two new roundabouts, mass grading, land development, new utilities, and tie-ins (gas, potable, sewer, recycle lines, communications, electrical). Piping included placement of 10,000 LF of 8-24 inch domestic water lines in addition to the placement of HDPE, CMP, Epoxy coated steel pipe in four miles of new streets. Included coordination with multiple agencies due to their jurisdiction such as City of Napa, Caltrans, UPRR, Napa Sanitation District, CDF&W, Army Corp. of Engineers, RQWCB, and California Coastal Conservancy.
Key Staff: Dave Latona, Project Manager, Craig Hansen, Inspector

San Pablo Creek Culvert Repair Project — Cost: $1.9M



Agency: City of Orinda, 22 Orinda Way, Orinda, CA 94563
Agency Contact: Ryan O'Kane, PE, Senior Engineer **Phone:** 925.253.4282
Dates: 06/2024 - 10/2024
Description: Project consisted of rehabilitating approximately 1500 LF of twin rectangular box culverts that carry San Pablo Creek beneath business parking lots and open areas on the northeast side of Camino Pablo. The concrete inverts of the culverts were in varying states of deterioration from minor surface defects to corrosion and failure of reinforcing steel and structural concrete. The existing inverts were cleaned and abraded and new structural concrete and reinforcing steel were placed to restore to original condition. A sealer requiring approval of California Department of Fish & Wildlife was placed on the finished concrete. **Key Staff:** Brian Danley, Project Principal; Dave Latona, Construction Manager

The following projects were managed by Alpha CM staff with prior firms.

Berkeley Marina Roadway Improvements Project — Cost: $6M



Agency: City of Berkeley, 1947 Center St., 4th Flr, Berkeley, CA 94704
Agency Contact: Nelson Lam, PE **Phone:** 510.981.6390
Dates: 2020-2022
Description: Project included the reconstruction of all the streets at the Berkeley Marina and the realignment of University Avenue. Project involved street and parking rehabilitation which included Full Depth Reclamation (FDR); grind and overlay, removal of concrete curb, gutters, and sidewalks; signs; streetlights; trees, install new ADA sidewalks and ramps, bus stop pads, repave over the FDR and ground out sections of existing AC, new Bioretention basins, adjust existing utilities, install new street lighting, pervious parking stalls, new roundabout, and landscaping. The project was along arterial routes for the marina which has hotels, restaurants, and many livable slips. It was the team's priority to ensure the businesses and residents were kept informed regularly and the contractor was held to strict traffic control conditions. Our team was sensitive to the public's needs and was regularly in contact with the public regarding the project.
Key Staff: Brian Danley, Contract Manager, Craig Hansen, Inspector

EXHIBIT A

Downtown Paving and Sewer Rehabilitation Project — Cost: $2.3M



Agency: City of Mill Valley, 26 Corte Madera Avenue, Mill Valley, CA 94941
Agency Contact: Ahmed Aly, PE, Project Manager **Phone:** retired
Dates: 3/2020 - 9/2020
Description: Project included more than 3,000 LF of 6- to 12-inch sewer construction, new laterals, cleanouts, and manholes in downtown Mill Valley utilizing pipe bursting, CIPP lining, and open cut methods. Project also included 500 LF of 12- and 18-inch storm drain and catch basins utilizing CIPP and open cut methods. Surface improvements include 5,280 SY of mill and fill and asphalt overlay, ADA improvements, and striping. This project rehabilitated 6- and 8- inch sanitary sewer segments throughout the City, much of it on private easements. Storm drain work required intense coordination and cooperation with City businesses and residents. A crucial component to this project was the day-to-day outreach with businesses. Given the impact businesses faced from COVID, our team was very sensitive to the community needs and ensured impacts were kept as minimal as possible. Our staff was the first line of public outreach and regularly spoke with business owners to keep them apprised of schedules and status of work. Residents were also regularly informed of the construction efforts and project status through project boards, signalized signs, flyers, alerts, and regular calls as requested.
Key Staff: Brian Danley, Sr. CM/Project Principal; Dan Scholz, Scheduler

Road Resurfacing Program - Projects RSTP, G, H, I Project — Cost: $3.25M



Agency: Stanislaus County, 1716 Morgan Rd., Modesto, CA 95358
Agency Contact: Chris Brady, Public Works Director **Phone:** 209.525.4130
Dates: 10/2014 - 3/2015
Description: These $3.25 million federally funded (FHWA) (LAPM) projects were performed simultaneously, under aggressive schedules late in the season which created challenges that were successfully managed by our team of resident engineers, inspectors, and administration. Provided staff oversight, project management controls and document controls on these projects, which included road preparation, AC paving, shoulder backing, and pavement delineation. The projects included Cold-in-Place Recycling (CIR) and Full Depth Reclamation with Foamed Asphalt (FDR_FA). CIR was performed on an arterial commute route that required complex traffic control, detouring and scheduling. The team's knowledge of the CIR process through all phases was critical to the success of the projects. The team assisted the County with the technology behind the CIR process and their expertise mitigated any potential issues.
Key Staff: Dave Latona, Construction Manager

2015 Pavement Rehabilitation Project — Cost: $1.3M



Agency: City of Richmond, 450 Civic Center Plaza, Richmond, CA 94804
Agency Contact: Tawfic N. Halaby, PE, Senior Civil Engineer **Phone:** 510.621.1612
Dates: 3/2016 - 6/2016
Description: Provided design services to rehabilitate various streets throughout the City of Richmond. The project was funded by OBAG and included pavement testing and evaluation, field investigation, curb ramp design for ADA compliance, and installation of bicycle lanes and striping. Dave and the design team performed field investigations, designed 80 ADA compliant curb ramps (of which several were custom designed due to space constraints), and performed cost estimates. In addition, this project required determining where varying types of bicycle lanes could be added. Dave and the design team addressed complex unforeseen conditions which jeopardized the project and required quick sound decisions.
Key Staff: Dave Latona, Construction Manager

EXHIBIT A

7.1.2 Relevant Education



DAVE LATONA, AED, ENV SP, QSD

Construction Manager

Education

- Undergraduate Studies, Civil Engineering
- Undergraduate Studies, Geomorphic & Ecological Fundamentals

Certifications

- California Stormwater Quality Association (CASQA)
- Qualified SWPPP Developer (QSD)
- Certified Professional in Erosion and Sediment Control (CPESC)
- American Ecological Engineering Society (AEES)- Ecological Designer (AED)
- Institute for Sustainable Infrastructure (ENV SP)



CRAIG HANSEN

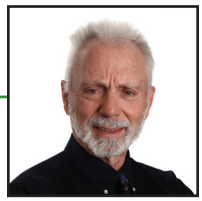
Assistant Construction Manager / Inspector

Education

- APWA Construction Inspection

Training/Certifications

- CMIT(Exam Prep)



BRIAN DANLEY, P.E., LEED AP, QSD/QSP

Project Principal

Education

- MBA, Business Administration
- B.S. Civil Engineering

Registrations

- Professional Civil Engineer: California, License No. C30347

Certifications

- Qualified SWPPP Developer/ Practitioner
- LEED Accredited Professional

EXHIBIT A

7.1.3 Responsiveness to Project Requirements

Alpha CM has never failed to effectively respond to contractual obligations and we have never been involved in arbitration or litigation or had a contract canceled. We understand that flexibility and creativity are essential in responding to changing and evolving project conditions.

This proposal has been prepared according to the outline provided in the Request for Proposals dated September 19, 2025.

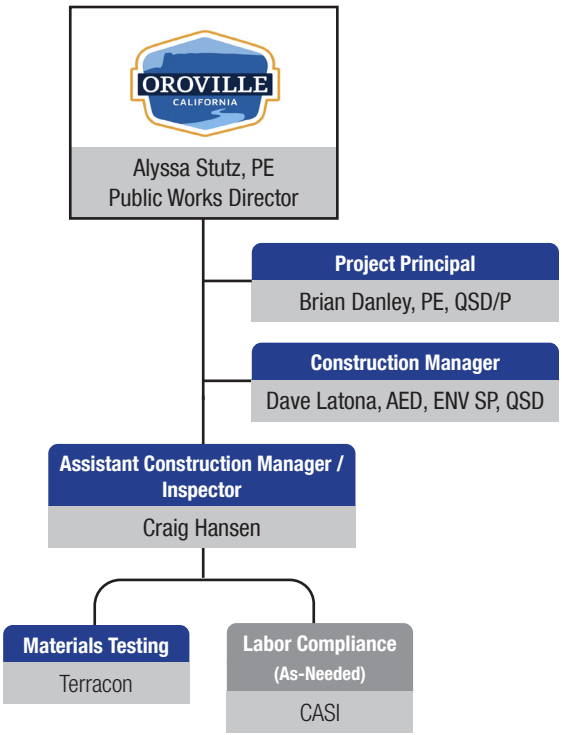
7.1.4 Affirmative Action Statement

Alpha CM does not discriminate against any prospective employees on any basis. We hire based on merit and all are encouraged to apply. We encourage applications from veterans and retired first-responders.

PROJECT PERSONNEL AND AVAILABILITY

In developing our team, we considered experience and expertise with city streets rehabilitation and roundabouts. Also, with state gas tax funds, additional labor compliance monitoring is required.

Given the scope and duration of the work we developed the team detailed in the attached organization chart. We contemplate the need for a part-time construction manager and full-time assistant construction manager/inspector. Project oversight, contract administration, scheduling/estimating, labor compliance and materials testing will be on an as-needed basis.



Our proposed part-time construction manager is **Dave Latona** who brings more than 25 years of pertinent experience on paving and public works projects. He has managed major paving improvements programs for the Town of Moraga, City of Richmond and Stanislaus County. He has also managed numerous underground utility projects throughout northern California that involve pavement restoration and very similar traffic control and pedestrian safety issues. Dave is currently providing project oversight of Oroville's Hewitt Park Renovation and understands local issues.

Our full-time on-site assistant construction manager/inspector will be **Craig Hansen**, who brings more than 10 years of pertinent experience on paving and underground utility projects. Craig was the lead inspector for the City of Berkeley's $6 million Marina Roadway Improvements that included a roundabout, recycled paving materials, and partial realignment of University Avenue. He was also recently the lead inspector for the City of Rohnert Park's $6 million Neighborhood A & B Improvements that included new water mains, sanitary sewer lining and curb to curb mill and fill pavement restoration. He recently completed an assignment for a major water main project on a four-lane thoroughfare for the Alameda County Water District.

Brad Chadwick, who is currently the Construction Manager for the City's Hewitt Park project can be available for initial tasks that could save some budget expenses.

Terracon will provide materials testing services.

Contract Administrative Services, Inc. (CACI), will provide labor compliance monitoring services, as needed.

Brian Danley, PE, QSD/P, will be our project principal and provide project oversight. He is available to step in as back-up construction manager if necessary. Brian brings more than 40 years of public infrastructure program/project/construction management and design experience for agencies such as Caltrans and Cities of Tracy, Gilroy, Berkeley, and Mill Valley. He is also providing oversight and contract management for the City of San Rafael's San Quentin Pump Station Project, Yolo County's Wood Pump Station and Oroville's Hewitt Park Renovation.

EXHIBIT A



Alpha CM

Brian Danley

P.E., LEED AP, QSD/P

Project Principal

Years of Experience
- 45

Education
- MBA, Business Administration
- B.S. Civil Engineering

Registrations
- Professional Civil Engineer: California, License No. C30347

Certifications
- Qualified SWPPP Developer/ Practitioner
- LEED Accredited Professional

Professional Affiliations
- California Water Environment Association (CWEA)
- California Stormwater Quality Association (CASQA)
- California Association of Sanitation Agencies (CASA)
- Bay Area Water Works Association (BAWWA)
- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)
- Mt. View Sanitary District Board of Directors

Brian Danley has more than 45 years of diverse construction management, program management and design experience on wastewater and public infrastructure projects. He is an expert in project development and delivery on a broad array of public agency projects. Brian brings a perspective that emphasizes collaboration, and that collaboration has resulted in numerous successful projects and satisfied clients.

RELEVANT EXPERIENCE

- **City of Oroville, Hewitt Park Renovations**: $4.5M. Project Principal. Providing construction management and inspection services for this $4.5 million renovation of Hewitt Park. The existing facilities are dilapidated, and the community is very involved and anxious to see the new amenities and upgrades. The new facilities include eight pickleball courts, mining themed splashpad, owner furnished play structures, embankment slide, dog park, multi-use turf, and fitness facilities. Funding is via Proposition 68 grant.
- **City of Mill Valley, Downtown Sewer Rehabilitation and Paving Project**: $2M. Project Principal. This project included more than 3,000 LF of 6-inch to 12-inch sewer construction, new laterals and cleanouts and manholes in downtown Mill Valley utilizing pipe bursting, CIPP lining, and open cut methods. Project also includes 500 LF of 12-inch and 18-inch storm drain and catch basins utilizing CIPP and open cut methods. Surface improvements include 5,280 SY of mill and fill and asphalt overlay, ADA improvements, and striping. Work required intense coordination and cooperation with downtown businesses and residents.
- **Caltrans District 2, Staff Augmentation Services**: Contract Manager. Responsible for the oversight and management of 20 inspection and materials testing staff.
- **East Bay Regional Park District, Iron Horse Regional Trail Improvement, Pleasanton**: $3.4M. Project Manager. Local Assistance Project that completed a 1.3-mile segment of the Iron Horse Trail from Owens Drive to Santa Rita Road, on the old Southern Pacific Railroad right-of-way. Provided construction management, inspection and materials testing services.
- **City of Gilroy, Capital Improvement Program**: $39M. Program Manager. This five-year capital improvement program included multiple water pipeline and storage projects, pipeline infrastructure, municipal buildings, bridges, roads, parks, and utilities. Brian managed more than 30 task orders during his 2-year tenure in this position. He was responsible for the production of new standard city boilerplate specifications, which the City continues to use to this day. The specifications included streamlined management procedures for both field management and change order management, greatly reducing disputes.
- **City of Tracy, Capital Improvement Program**: $150M. Assistant Program Manager/ Construction Manager. Program consisted of approximately 100 expansion and renovation public works projects, including the expansion of the City's water treatment plant and distribution system, 20-miles of arterial streets, police station and city hall, improvements to the storm drainage system, and construction of over 30 parks. Maintained full responsibility for construction management, design consultant management, preparation of monthly program reports, cash flow analyses, project scheduling, and all other aspects of construction administration for this multi-year program. His involvement in the selection of the numerous design consultants included preparing the Request for Proposals and sitting on the selection committee.

EXHIBIT A

(Brian Danley, cont'd)

- **City of South San Francisco, 2016 Street Rehabilitation Project**: $2.9M. Project Principal. Project included curb to curb street rehabilitation of 11 residential streets. Project initially used cold-in-place recycling (CIPR) method, but project conditions required switch to cold-central-plant-recycling (CCPR). Numerous challenges due to winter work suspension, changes in rehabilitation method, access to industrial facilities, and scheduling around school schedules were successfully addressed.
- **City of Berkeley, Berkeley Marina Roadway Improvements Project**: $6M. Contract Manager. Provided construction management and inspection for this $6 million project which included the reconstruction of all the streets at the Berkeley Marina and the realignment of University Avenue. Project involved street and parking rehabilitation which included Full Depth Reclamation (FDR); grind and overlay, removal of concrete curb, gutters, and sidewalks; signs; streetlights; trees, install new ADA sidewalks and ramps, bus stop pads, repave over the FDR and ground out sections of existing AC, new Bioretention basins, adjust existing utilities, install new street lighting, pervious parking stalls, new roundabout, and landscaping.
- **Yolo County, Wood Duck Pump Station**: $1.6M, Project Principal. This $1.6M project includes installation of pumping facilities and discharge piping on one 1000-ft deep well. New facilities include 200 HP vertical turbine pump, motor control center, equipment enclosures, transformer, and related appurtenances and sitework. Work also includes disinfection and commissioning of the new facilities.
- **San Juan Water District, Water Treatment Plant Filter Backwash Hood Facilities Rehabilitation Project**: $3.3M. Project Principal. The $3.3M project consists of rehabilitating bridge structure, bridge wheel drive frame assembly, bridge drive assembly, operations deck, deck drive, backwash pump and piping, backwash trough, surface wash pump and piping, hydraulic system, backwash hood, surface water injector, pump house, bridge rail and rack system, electrical, and instrumentation and controls.
- **City of Rohnert Park Public Works, A & B Sections Neighborhood Utility Improvement Project**: $6M. Project Principal. The project generally consists of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the "A" & "B" neighborhood section of the City. The sewer work includes the repair of sewer main pipes and lower sewer service lateral repairs via "cured in place pipe" (CIPP) technique as well as "Open Trench" technique. The water work includes replacement of a portion of water main via "Open Trench" and will include new water services, water valves and fire hydrants.
- **City of Rohnert Park Public Works, 2023 Pavement Rehabilitation**: $2M. Project Principal. The project will upgrade and beautify approximately 1900 LF of Southwest Boulevard between the Commerce Boulevard roundabout and Adrian Drive. Work includes new paving (3.5 inch AC mill and fill), reconfigured lanes, landscaping, sound wall repairs, and new medians.
- **Hidden Valley Lakes Community Services District, Two New Emergency Generators**: $2M. Project Principal. The project involves the installation of pre-purchased fixed generators at the Water Treatment Plant (WTP), and the Greenridge Booster Station (GBS). This project is part of the District's ongoing effort to harden critical infrastructure against potential future hazards and is funded in part by the Hazard Mitigation Grant Program (HMGP).
- **City of San Rafael, San Quentin Pump Replacement Project**: $6M. Project Principal. The new $6 million pump station must be fully operational prior to demolition of the existing aging facility. Construction requires a cofferdam and de-watering as the intake facilities are in a tidal wetland. Three new 100 CFS submersible pumps will be installed at full build-out. The project includes new screenings facilities, SCADA, motor control center, portable generator connector, and extensive coordination with PG&E for new electrical transformer and facilities. The project also includes the rehabilitation of the 60-inch RCP Outfall that has numerous sags. Repair methods will be determined after the contractor has CCTV'd the pipe. The work is in the vicinity of the salt marsh harvest mouse habitat and biological monitoring is required. The engineer's estimate for the project was at $3.3 million dollars, but the contractor's low bid was $6.6 million. Alpha CM worked with the City and the contractor to develop value engineering proposals that resulted in savings of over $500,000.

EXHIBIT A



Alpha CM

Dave Latona

ENV SP, AED, QSD
Construction Manager

Years of Experience
- 25

Education
- Undergraduate Studies, Civil Engineering
- Undergraduate Studies, Geomorphic & Ecological Fundamentals

Certifications
- California Stormwater Quality Association (CASQA)
- Qualified SWPPP Developer (QSD)
- Certified Professional in Erosion and Sediment Control (CPESC)
- American Ecological Engineering Society (AEES)- Ecological designer (AED)
- Institute for Sustainable Infrastructure (ENV SP)

Professional Affiliations
- American Membrane Technology Association (AMTA)
- American Water Works Association (AWWA)
- American Public Works Association (APWA)

Dave Latona has over 25 years of experience in providing project and program management on water resources and capital improvement projects throughout Northern California. Dave has developed close, personal working relationships with many public agencies and has provided leadership to over $500 million in infrastructure projects.

Dave has managed environmental remediation, stream restoration, flood control, and historical structural stabilization, bridges, roads, air traffic, and treatment facility projects. He has worked with clients such as Valley Water District, National Park Services, San Francisco Public Utilities Commission, Department of Defense, and Caltrans.

RELEVANT EXPERIENCE

- **City of Oroville, Hewitt Park Renovations**: $4.5M. Project Manager. Providing construction management and inspection services for this $4.5 million renovation of Hewitt Park. The existing facilities are dilapidated, and the community is very involved and anxious to see the new amenities and upgrades. The new facilities include eight pickleball courts, mining themed splashpad, owner furnished play structures, embankment slide, dog park, multi-use turf, and fitness facilities. Funding is via Proposition 68 grant.
- **City of Rohnert Park Public Works, A & B Sections Neighborhood Utility Improvement Project**: $6M. Construction Manager. The project generally consists of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the “A” & “B” neighborhood section of the City. The sewer work includes the repair of sewer main pipes and lower sewer service lateral repairs via “cured in place pipe” (CIPP) technique as well as “Open Trench” technique. The water work includes replacement of a portion of water main via “Open Trench” and will include new water services, water valves and fire hydrants.
- **City of Rohnert Park Public Works, 2023 Pavement Rehabilitation**: $2M. Construction Manager. This estimated $2.2M project (as part of the city street maintenance program) consists of crack sealing, slurry seal (~ 420,00 SY), traffic striping and pavement markings (~ 17,000LF) for 142 sections of roadway throughout the City of Rohnert Park. Required extensive coordination with City wide projects, public and business coordination. Assisted in media blasts and maintaining up to date website information.
- **Town of Moraga, 2015 Pavement Reconstruction**: $4.1M. Construction Manager. Served as Construction Manager for biddability and constructability review, construction management, and inspection services for the delivery of the Town’s aggressive pavement management program to rehabilitate residential streets. Project elements included pavement repair, storm drain upgrades, park improvements, street lighting, signals, bicycle, and pedestrian facilities, and utility relocation/ undergrounding. Provided a great deal of community outreach for the Town. Dave and his team provided informational door hangers, developed a Prezi presentation for a public outreach meeting that addressed questions from the community and submitted updates for the Town’s Facebook page and website. This outreach allowed the Town to focus on other priorities, trusting Dave and his team to manage any concerns or inquiries from the public.
- **Town of Moraga, 2017 Overlay Project**: $2.8M. Project Manager/Construction Manager. The project came on the heels of recent unsuccessful efforts by a previous contractor, resulting in higher-than-normal public scrutiny. This project incorporated repairs to a variety of streets throughout the town, primarily located in residential areas. Methods included:

EXHIBIT A

(Dave Latona, cont'd)

grind and overlay, Hot Mix Asphalt (HMA), Rubberized Hot Mix Asphalt (RHMA), full depth (AC) repairs, slurry seal, curb, and gutter repairs, sidewalk repairs, and traffic striping. Moraga's natural landscape has resulted in residential developments with minimal traffic access points. It was imperative that streets and subdivisions remain accessible to emergency vehicles through construction. Dave worked with the contractor to avoid access impacts by team planning reviews and scheduling meetings for construction operators.

- **Napa Redevelopment Partners, LLC c/o Catellus Development Corporation, Napa Pipe Development Project**: $100M. Project Manager. This ongoing project consists of the redevelopment of the Napa Pipe yard into new housing (residential and commercial) development. Work includes clearing and grubbing/debris removal, demo three existing bridges and construction of two new bridges, two new roundabouts, mass grading, land development, new utilities and tie-ins (gas, potable, sewer, recycle lines, communications, electrical). Piping includes placement of 24-inch to 8-inch domestic water lines ~10,000LF in addition to the placement of HDPE, CMP, Epoxy coated steel pipe. The project includes coordination with multi agencies due to their jurisdiction such as City of Napa, Napa San, CDFW, Army Corp, RQWCB, Coastal Conservancy, Caltrans jurisdiction, as well as UPRR.
- **County of Stanislaus, Three Pavement Rehabilitation Projects (Phases G, H and I)**: $3.3M. Construction Manager. Provided staff oversight, project management controls, and document controls for the projects which included road preparation, AC paving, shoulder backing, and pavement delineation. The projects included Cold-in-Place Recycling (CIR) and Full Depth Reclamation with Foamed Asphalt (FDR-FA). CIR was performed on an arterial commute route that required complex traffic control, detouring and scheduling. Dave's knowledge of the CIR process through all phases was critical to the success of the projects. He assisted the County with the technology behind the CIR process and his expertise mitigated any potential issues. He was on-site during the placement, making sure the client understood each step of the process. The County's first CIR road was delivered on time and under budget.
- **City of Richmond, 2015 Pavement Rehabilitation Project**: $1.3M. Design QA/Construction Specialist. Provided design services to rehabilitate various streets throughout the City of Richmond. The project was funded by OBAG and included pavement testing and evaluation, field investigation, curb ramp design for ADA compliance, and installation of bicycle lanes and striping. Dave and the design team performed field investigations, designed 80 ADA compliant curb ramps (of which several were custom designed due to space constraints), and performed cost estimates. In addition, this project required determining where varying types of bicycle lanes could be added. Dave and the design team addressed complex unforeseen conditions which jeopardized the project and required quick sound decisions. This was captured in the City's written appreciation stating "…Dave's quick assistance and suggestions in the unforeseen pavement issues has been invaluable…" Tawfic N. Halaby Senior Civil Engineer (7/1/16).
- **East Bay Regional Park District (EBRPD), Iron Horse Regional Trail Improvement**: $5.3M. Construction Manager: This locally assisted project (LAPM) with FHWA oversight completed a 1.6-mile gap (7,900 feet) of the 10-foot-wide Iron Horse Trail on the old Southern Pacific Railroad right-of-way and included new signalized intersections along Pleasanton's arterial routes and along BART's station and corridor. Project elements included pedestrian/bicycle trail, three new traffic signalized intersections, ADA crossings and curb ramps, mass grading, RHMA and HMA paving, stormwater enhancements, landscaping, and park enhancements. Dave immediately realized the amount of construction equipment needed on-site would create delays along the arterial routes to the BART station. He coordinated with the contractor, BART, City of Pleasanton and EBRPD to negotiate a night schedule, therefore reducing any negative impact to either the project or park operations. Dave's document control was reviewed by the FHWA Federal auditors at the end of the project, and he was told that his record keeping was very thorough without any discrepancies.
- **Port of Oakland, Outer Harbor Grind and Pave**: $800K. Project Manager. Providing inspection services for this $800K project. Construction consisted of grinding and paving ~180,000 SF of asphalt, traffic control, raising and lowering iron and striping. Work performed days and nights to avoid interruptions. Work required coordination with contractor to meet critical timelines.
- **City of Napa, Browns Valley Rd. Water Main Install Project**: $2.9M. Construction Manager. This ongoing project involves providing construction management for the installation of 5,200LF of 12" (PVCO) C909 PC 305 water mainline, sixteen interties, incidental disposal of AC pipe, new fire hydrants, disinfection, ~25,000 SF of AC paving, new valving, service reconnections, tie ins, trench paving, and striping. in addition to the technical aspects performed outreach to business and residents.

EXHIBIT A



Alpha CM

Craig Hansen

Assistant Construction Manager / Inspector

Years of Experience
- 10

Education
- APWA Construction Inspection

Professional Affiliations
- Construction Management Association (CMAA)
- American Membrane Technology Association (AMTA)

Craig has over 10 years of combined hands-on experience with public works projects. He has consistently demonstrated the ability to quickly and professionally address complex construction matters as well as being able to accomplish time-sensitive projects and provide dynamic solutions in a timely manner. He has proven interpersonal skills to motivate others to work together and take ownership of work conducted. Craig is a self-motivated, detail-oriented individual that works well with others as well as independently. Craig has quickly earned the respect from colleagues as a knowledgeable and dependable individual.

As assistant CM, Craig has performed day-to-day operations, held meetings, reviewed and responded to submittals, RFIs, progress payments, change orders and claims disputes. Craig is very tech-savvy and knowledgeable about the use of various document control systems.

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RELEVANT EXPERIENCE

- **City of Berkeley, Berkeley Marina Roadway Improvements Project**: $6M. Inspector. This project consisted of the removal, realignment, and reconfiguration of existing roadways. The project included pulverizing of existing AC, grading, and Full Depth Reclamation (FDR) treatment of base material. Extensive utility relocation (water, sewer, storm drain, gas, electrical) by open cut method was required for the realignment of the roadways. Installed new ADA sidewalks and ramps and bus stop pads, pervious parking stalls, roundabouts, and lighting. Detailed Traffic Control Plans (TCP) was involved with work being done in Caltrans right of way. Craig resolved various field issues resulting from unforeseen and hidden conditions, and system coordination problems.
- **City of Rohnert Park Public Works, A & B Sections Neighborhood Utility Improvement Project**: $6M. Inspector. The project generally consists of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the “A” & “B” neighborhood section of the City. The sewer work includes the repair of sewer main pipes and lower sewer service lateral repairs via “cured in place pipe” (CIPP) technique as well as “Open Trench” technique. The water work includes replacement of a portion of water main via “Open Trench” and will include new water services, water valves and fire hydrants.
- **Napa Redevelopment Partners, LLC c/o Catellus Development Corporation, Napa Pipe Development Project**: $100M. Inspector. This ongoing project consists of the redevelopment of the Napa Pipe yard into new housing (residential and commercial) development. Work includes clearing and grubbing/debris removal, demo three existing bridges and construction of two new bridges, two new roundabouts, mass grading, land development, new utilities and tie-ins (gas, potable, sewer, recycle lines, communications, electrical). Piping includes placement of 24-inch to 8-inch domestic water lines ~10,000LF in addition to the placement of HDPE, CMP, Epoxy coated steel pipe. The project includes coordination with multi agencies due to their jurisdiction such as City of Napa, Napa San, CDFW, Army Corp, RQWCB, Coastal Conservancy, Caltrans jurisdiction, as well as UPRR.
- **Alameda County Water District, The Main Renewal - Central Newark Thornton Avenue Project**: $11.8M. Inspector. Includes replacement of the existing water main on Thornton Avenue between Cedar Boulevard and Cherry Street. The Project area is currently served by a 12-inch asbestos-cement pipe (ACP) and several branch connections off Thornton Avenue are 8-inch ACP. Project includes installation of approximately 980 linear feet of 8-inch and 880 linear feet of 12-inch cement lined and dielectrically coated steel pipe, 3700 linear feet of 12-inch Certa-lok restrained joint (RJ) PVC, and service laterals of various sizes, and associated appurtenances. The proposed pipeline will be installed within the existing roadway right-of-way and will cross multiple intersections. The proposed pipeline will be installed by open-cut trenching methods.

EXHIBIT A

(Craig Hansen, cont'd)

- **Delta Diablo, Manhole, Gravity, Interceptor, and Easement Road Improvements**: $3M. Inspector. Providing construction management and inspection for this $3M Project consisting of repair and rehabilitation of critical sewer system manholes and gravity interceptors. Includes rehabilitating 30 manholes by way of new structural concrete polymer and composite liners, full sewer manhole replacements with polymer concrete manholes and structural concrete mortar spray/ grout and epoxy lining with composite frames and covers. Pipeline work included removing and replacing 30-inch VCP and RCP; CIPP lining over 1000LF of 30-inch sewer line in UPRR rail right-of-way and 20-inch sewer line along Caltrans right-of-way. Work included open cut trenching, wastewater bypassing and AC paving. In addition to working within UPRR and Caltrans right-of-way, much of the work is within sensitive wetland areas and tidal influenced areas requiring detailed preplanning and coordination to meet sensitive environmental restrictions. Project required coordination with CDFW, RWQCB, Delta Conservancy, UPRR and City of Pittsburg. Initially provided biddability/constructability review on a very short timetable in order for Delta Diablo to advertise the project on time.
- **City of Napa, Laurel St Water Main Installation Project**: $1M. Inspector. This $1M project involved providing construction management for the installation of approximately 550 feet of 12-inch fused C-900 PVC DR 14 water main on Laurel Street from Riordan Lane to Griggs Lane; the installation of approximately 300 feet of fused 8-inch C-900 DR 14 water main to replace an existing 4-inch cast iron water main with the reconnection of 5 services; and the installation of a 36-inch bypass valve assembly on the existing 36-inch asbestos cement transmission main and the installation of 200 feet of 36-inch AWWA C200 steel cement lined and coat-ed (CMLC) transmission main. Work was conducted along arterial street and next to an active park and fire station.
- **City of Burlingame, Burlingame Ave Storm Drain Improvements**: $937,000. Inspector. This project included rehabilitation of existing deteriorated corrugated metal pipe (CMP) using trenchless method cured in place pipe (CIPP). Built 1,955 LF of new storm drain mains by open trench, 10 manholes, storm drain inlets, curbs and gutters, sidewalk, curb ramps, driveway approaches, and abandoned in-place existing obsolete storm drainpipe. All work was in public rights-of-way on residential streets.
- **City of Burlingame, Neighborhood Storm Drain Project #12**: $828,280. Inspector. This project included rehabilitation of existing deteriorated corrugated metal pipe (CMP) using trenchless method of cured in place (CIPP). Built new storm drain inlets, storm drain mains, curbs and gutters, sidewalks, valley gutters, concrete channels, medians, drainage structures, curb ramps, driveway approaches, and replaced existing storm drain facilities in public rights-of-way and storm drain easements.
- **City of Mill Valley, Sewer Rehabilitation Project**: $1M. Inspector. This project rehabilitated 6-inch and 8-inch sanitary sewer segments throughout the City, much of it on private easements. Rehabilitation methods were primarily CIPP lining and open-trench.
- **Alameda County Water District, Dam No. 1 Rubber Dam Modifications, Shinn Outfall/Inlet Construction, Fish Screens and Control Building Modifications**: $40M. Inspector/Assistant CM. This project consisted of removal and modification of the existing rubber dam, demo and replacement of control, pump station, and support facilities in addition to the creation of a new 600 LF fish passageway to allow historic steelhead passage to upper watershed that was restricted for over 50 years. The project also included diversion screens and over 3,200 LF of large diameter welded steel piping. Coordinated levee breaches to recharge basins and creek alignment while working under active UPRR and BART bridges as well as modifying columns and abutments along Alameda Creek. As assistant CM Craig performed day-to-day operations, held meetings, reviewed, and responded to submittals, RFI's, progress payments, change orders and claims disputes.
- **City of Napa, Redwood Road Water Main**: $1M. Inspector. This ongoing project involves providing construction management for the installation of approximately 550 feet of 12-inch fused C-900 PVC DR 14 water main on Laurel Street from Riordan Lane to Griggs Lane; the installation of approximately 300 feet of fused 8-inch C-900 DR 14 water main to replace an existing 4-inch cast iron water main with the reconnection of 5 services; and the installation of a 36-inch bypass valve assembly on the existing 36-inch asbestos cement transmission main and the installation of 200 feet of 36-inch AWWA C200 steel cement lined and coated (CMLC) transmission main.
- **Alameda County Water District, Lindsay Tract and Birch Street Main Renewal Project**: $6.5M. Inspector. The project consists of removal of existing ACP and installation of over 6700LF of 12" welded steel pipe and over 3000LF of 8" PVC. Work performed in downtown Newark along narrow streets and arterial roads. Work consists also of connections, valves, hydrants, curb and gutter repairs, sidewalk and ADA ramps. Project requires extensive traffic control measures, outreach to residents and businesses. Caution was required in handling and proper removal and disposal ACP pipe.

EXHIBIT A

Wherever you are on your project journey, Terracon's employee-owners are ready to meet you where you are and help you reach your goal. Since our founding in 1965, Terracon has become a thriving, employee-owned, multi-discipline engineering consulting firm specializing in Environmental, Geotechnical Engineering, Material Testing & Special Inspection, and Facilities Consulting. Our more than 7,000 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 180 locations nationwide. On-time and real-time data-driven insights, provided by our talented employee-owners, create an unmatched client experience that spans the lifecycle of any project from earth to sky.

We are prepared to respond quickly to fast-tracked schedules and evolving needs. Our materials testers and special inspectors can be on-site for emergency requests within 2-4 hours. With our extensive experience in local conditions, Terracon is a reliable partner for all stages of your projects.

Northern California Transportation Experience

Locally with Terracon, you will work with technical professionals who have provided materials testing and special inspection services for over 10,000 projects across California, including over 620 transportation projects. In addition, we have worked with the following public agencies: Caltrans, City of Sacramento, City of West Sacramento, City of Davis, City of El Cerrito, City of Concord, City of Walnut Creek, City of Pittsburg, City of Oakland, City of Benicia, Contra Costa County, County of Alameda, and more.

Local Office Address: 50 Goldenland Court, Suite 100, Sacramento, CA
Local Office Phone: (916) 928-4690
Main Point of Contact Name: Nicholas Lee
Main Point of Contact Email: Nicholas.Lee@terracon.com

Materials Sampling & Special Inspections Services

Proper selection, quality, workmanship, and performance of construction materials are vital in ensuring that today's buildings and infrastructure perform adequately over long periods. We work with clients to minimize material replacements, reduce the likelihood of deterioration, avoid potential failures, and investigate and evaluate construction materials-related problems and failures when they do occur.

Services offered include:

- Construction Quality Assurance/Quality Control
- Construction/Special Inspection
- Materials Engineering
- Field and Laboratory Testing and Analysis
- Construction Observation and Monitoring
- Pavement Consulting and Engineering
- Structural Steel and Nondestructive Testing

Contract Administrative Services, Inc. (CASI), founded in 2016, is a Disadvantaged Business Enterprise (DBE) firm that specializes in assisting local agencies, state agencies and consultants with verifying labor compliance requirements and providing construction administration support. CASI has performed labor compliance monitoring services on dozens of federally and locally funded projects, so their experience with Caltrans Local Assistance Procedures Manual (LAPM) is extensive.

CASI provides comprehensive labor compliance verification following State and Federal requirements. The primary goal is to provide thorough and accurate labor compliance services, including verification of minimum base rate and fringe benefits requirements, overtime policies and rules, and apprenticeship requirements. Another important task is comparing the daily labor hours recorded by the inspector to the hours in the certified payroll reports. CASI adheres to the standards found in the Caltrans Local Assistance Procedures Manual throughout every phase of the project.

CASI values the teams they are a part of and believes that open and honest communication, a clear understanding of roles and responsibilities, and collectively working towards the same goals are integral components of a successful partnership. With three full-time employees, CASI is equipped to manage a project of this scope. The office in which the work will take place is located in Rancho Cordova, CA

EXHIBIT A

PROJECT APPROACH

Understanding

The City of Oroville plans to begin construction of the Montgomery Roundabout in late 2025. Bids are scheduled to be opened on October 26, 2025. The engineer's estimate is in the $450,000 to $550,000 range and contract duration is 45 working days (WDs). The design engineer is Northstar. The project consists of a mill and fill overlay with hot mix asphalt (HMA) of the roundabout at the intersection of Montgomery Street, Table Mountain Boulevard, and Washington Avenue.

Key Issues

The following items will need to be addressed to assure successful project delivery:

Traffic Control - The roundabout has fair amount of daily vehicle trips and traffic control, and pedestrian safety will need to be prudently addressed. Traffic control plans will need to address sequencing of the work, detours, and pedestrian safety measures. Our field team will verify that the traffic control measures and signage are in place during construction activities and off hours and days.

Weather - Construction will take place during the winter and cold and wet conditions could limit construction activities. Our field staff will verify any non-working days due to inclement weather and that traffic control measures remain in place during off days.

Holidays - The work will take place over the holidays (unless the City chooses to delay the Notice to Proceed). The contractor or the City could request that no construction activities take place during busy holiday traffic periods.

Scope

Typically, we would place a several page **scope of work** highlighting tasks, assumptions, and deliverables in this section. The RFP states, however, that this section shall be a maximum of one page.

Our construction management approach seeks to optimize three key parameters:

- Time
- Cost
- Quality

The following highlights our key tasks related to the three key parameters, recognizing that there is considerable overlap between all three.

Time

- Review and commentary of master schedule and monthly updates
- Review of three-week look-ahead schedules at weekly progress meetings
- Rapid processing and expediting digital project data such as submittals and requests for information. **Alpha CM** uses the cloud-based Procore to effectively manage all project correspondence and data
- Rapid resolution of disputes

Cost

- Collaborative approach to construction management
- Early identification and resolution of potential trouble spots
- Thorough review of change order requests for merit and reasonable costs
- Review of monthly progress payment requests for accuracy and appropriateness
- Review of grant reimbursement requests by City for accuracy and completeness

Quality

- Thorough review of plans and specs prior to Notice to Proceed
- Daily inspection with photos and proper descriptions of work completed
- Testing of materials as specified
- Weekly construction progress meetings
- Monthly reports to City
- Appropriate oversight of field activities
- Effective project closeout

EXHIBIT A

REFERENCES

Hewitt Park Renovation Project

Agency: City of Oroville
Agency Contact: Tim Kaber, PE, Program Manager
Phone: 530.538.2420
Email: tkaber@cityoforoville.org
Key Staff: Brian Danley, Project Principal; Dave Latona, Project Manager; Brad Chadwick, Construction Manager/Inspector

A&B Sections Neighborhood Utility Improvement Project

Agency: City of Rohnert Park
Agency Contact: Julian De Anda, PE, Senior Engineer
Phone: 707.588.3317
Email: jdeanda@rpcity.org
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager; Dan Scholz, Scheduler; Craig Hansen, Inspector

Berkeley Marina Roadway Improvements Project

Agency: City of Berkeley
Agency Contact: Nelson Lam, Civil Engineer
Phone: 510.981.6390
Email: nelam@cityofberkeley.info
Key Staff: Brian Danley, Project Principal; Craig Hansen, Inspector

San Pablo Creek Culvert Repair Project

Agency: City of Orinda
Agency Contact: Ryan O'Kane, Senior Engineer
Phone: 925.253.4282
Email: rokane@cityoforinda.org
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager

Rubber Dam No. 1/Drop Structure Fishway, and Shinn Pond Fish Screens Construction

Agency: Alameda County Water District
Agency Contact: Shane O'Nesky, Project Manager
Phone: 510.668.4489
Email: shane.onesky@acwd.com
Key Staff: Brian Danley, Project Principal; Dave Latona, Construction Manager; Craig Hansen, Inspector

SCHEDULE

Per the General Conditions and Special Provisions of the specifications, the contractor shall be responsible for preparing the baseline schedule and the subsequent 3-week look-ahead schedules.

As construction manager, it will be our responsibility to review and comment on the master schedule, and work with the contractor to develop a baseline schedule that reflects the true nature and scope of the work. We will verify schedule logic and look for potential areas where the schedule could be setting the project up for future delay claims and change orders. We will not favorably review schedule submissions that do not reflect a reasonable approach to the scope and duration of the project. We will ask for updates when the baseline no longer reflects the actual course of the work.

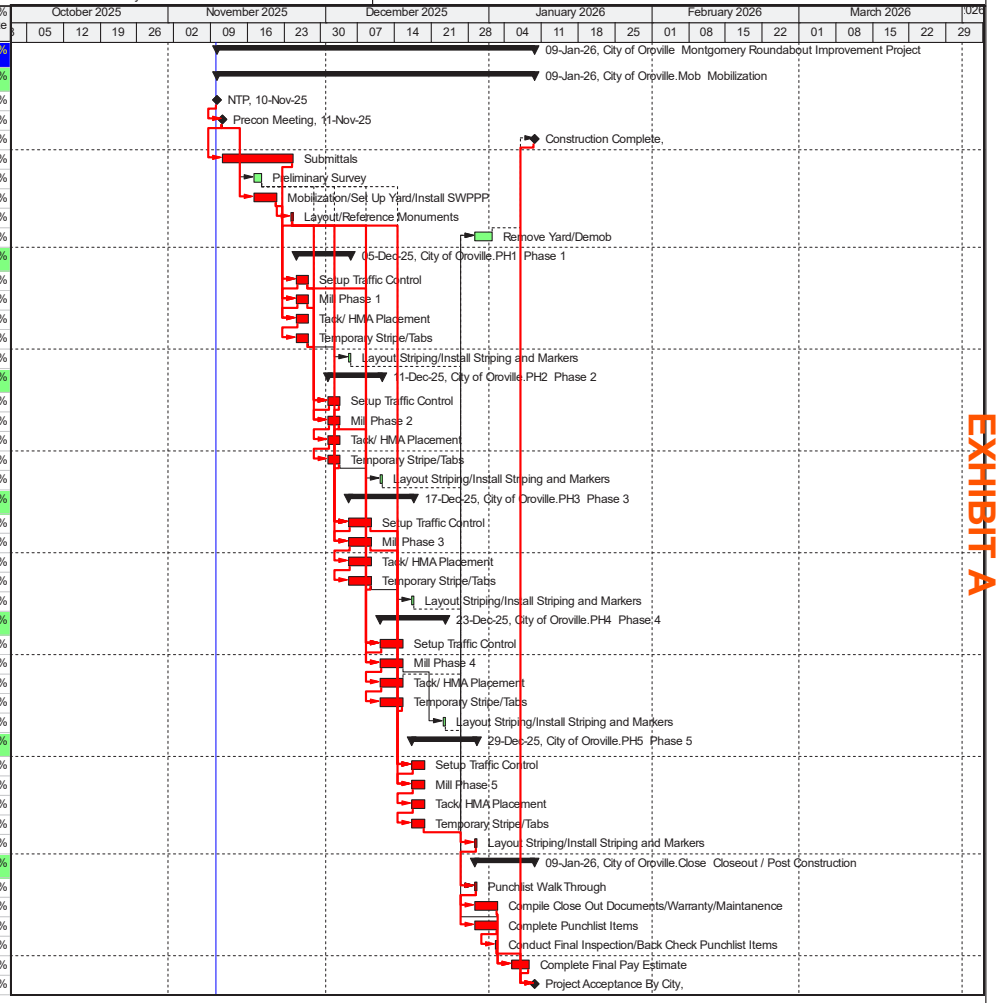
The three-week look ahead schedules will be a standing agenda item and will be discussed at every weekly progress meeting. These are a valuable tool in managing immediately upcoming work.

A sample and much simplified schedule is on the next page. The contractor's baseline schedule is a reflection of their means, methods, crews, and equipment to accomplish the work.

EXHIBIT A

Montgomery Roundabout Improvement Project | Alpha Classic Schedule Layout | 09-Oct-25 15:14

#	Activity ID	Activity Name	Original Duration	Start	Finish	Predecessc	Successors	Total Float	Schedule % Complete
1		City of Oroville Montgomery Round	45	10-Nov-25	09-Jan-26			-1	0%
2		City of Oroville.Mob Mobilization	45	10-Nov-25	09-Jan-26			-1	0%
3	MS0100	NTP	0	10-Nov-25			MS0110	0	0%
4	MS0110	Precon Meeting	0	11-Nov-25		MS0100	SUB0100	0	0%
5	MS0200	Construction Complete	0		09-Jan-26*	WMB0150	CLO0150	-1	0%
6	SUB0100	Submittals	10	11-Nov-25	24-Nov-25	MS0110	PH1.0130	0	0%
7	SUR0110	Preliminary Survey	2	17-Nov-25	18-Nov-25	MS0110	PH1.0110	4	0%
8	WMB0100	Mobilization/Set Up Yard/Install SWPPF	5	17-Nov-25	21-Nov-25	MS0110	PH1.0120	0	0%
9	WMB0110	Layout/Reference Monuments	1	24-Nov-25	24-Nov-25	WMB0100	PH1.0110	0	0%
10	WMB0150	Remove Yard/Demob	4	29-Dec-25	01-Jan-26	CLO0120	MS0200	5	0%
11		City of Oroville.PH1 Phase 1	9	25-Nov-25	05-Dec-25			15	0%
12	PH1.0110	Setup Traffic Control	3	25-Nov-25	27-Nov-25	SUR0110	PH1.0120	0	0%
13	PH1.0120	Mill Phase 1	3	25-Nov-25	27-Nov-25	PH1.0110	PH1.0130	0	0%
14	PH1.0130	Tack/ HMA Placement	3	25-Nov-25	27-Nov-25	PH1.0120	PH1.0140	0	0%
15	PH1.0140	Temporary Stripe/Tabs	3	25-Nov-25	27-Nov-25	PH1.0130	PH1.0150	0	0%
16	PH1.0150	Layout Striping/Install Striping and Marl	1	05-Dec-25	05-Dec-25	PH1.0140	CLO0100	15	0%
17		City of Oroville.PH2 Phase 2	9	01-Dec-25	11-Dec-25			11	0%
18	PH2.0110	Setup Traffic Control	3	01-Dec-25	03-Dec-25	SUR0110	PH2.0120	0	0%
19	PH2.0120	Mill Phase 2	3	01-Dec-25	03-Dec-25	PH2.0110	PH2.0130	0	0%
20	PH2.0130	Tack/ HMA Placement	3	01-Dec-25	03-Dec-25	PH2.0120	PH2.0140	0	0%
21	PH2.0140	Temporary Stripe/Tabs	3	01-Dec-25	03-Dec-25	PH2.0130	PH2.0150	0	0%
22	PH2.0150	Layout Striping/Install Striping and Marl	1	11-Dec-25	11-Dec-25	PH2.0140	CLO0100	11	0%
23		City of Oroville.PH3 Phase 3	9	05-Dec-25	17-Dec-25			7	0%
24	PH3.0110	Setup Traffic Control	3	05-Dec-25	09-Dec-25	SUR0110	PH3.0120	0	0%
25	PH3.0120	Mill Phase 3	3	05-Dec-25	09-Dec-25	PH3.0110	PH3.0130	0	0%
26	PH3.0130	Tack/ HMA Placement	3	05-Dec-25	09-Dec-25	PH3.0120	PH3.0140	0	0%
27	PH3.0140	Temporary Stripe/Tabs	3	05-Dec-25	09-Dec-25	PH3.0130	PH3.0150	0	0%
28	PH3.0150	Layout Striping/Install Striping and Marl	1	17-Dec-25	17-Dec-25	PH3.0140	CLO0100	7	0%
29		City of Oroville.PH4 Phase 4	9	11-Dec-25	23-Dec-25			3	0%
30	PH4.0110	Setup Traffic Control	3	11-Dec-25	15-Dec-25	SUR0110	PH4.0120	0	0%
31	PH4.0120	Mill Phase 4	3	11-Dec-25	15-Dec-25	PH4.0110	PH4.0150	0	0%
32	PH4.0130	Tack/ HMA Placement	3	11-Dec-25	15-Dec-25	PH4.0120	WMB015	0	0%
33	PH4.0140	Temporary Stripe/Tabs	3	11-Dec-25	15-Dec-25	PH4.0130	PH5.0110	0	0%
34	PH4.0150	Layout Striping/Install Striping and Marl	1	23-Dec-25	23-Dec-25	PH4.0120	CLO0100	3	0%
35		City of Oroville.PH5 Phase 5	9	17-Dec-25	29-Dec-25			0	0%
36	PH5.0110	Setup Traffic Control	3	17-Dec-25	19-Dec-25	SUR0110	PH5.0120	0	0%
37	PH5.0120	Mill Phase 5	3	17-Dec-25	19-Dec-25	PH5.0110	PH5.0130	0	0%
38	PH5.0130	Tack/ HMA Placement	3	17-Dec-25	19-Dec-25	PH5.0120	PH5.0140	0	0%
39	PH5.0140	Temporary Stripe/Tabs	3	17-Dec-25	19-Dec-25	PH5.0130	PH5.0150	0	0%
40	PH5.0150	Layout Striping/Install Striping and Marl	1	29-Dec-25	29-Dec-25	PH5.0140	CLO0100	0	0%
41		City of Oroville.Close Closeout / Pos	10	29-Dec-25	09-Jan-26			-1	0%
42	CLO0100	Punchlist Walk Through	1	29-Dec-25	29-Dec-25	PH1.0150	CLO0120	0	0%
43	CLO0110	Compile Close Out Documents/Warrant	5	29-Dec-25	02-Jan-26	CLO0100	CLO0140	0	0%
44	CLO0120	Complete Punchlist Items	5	29-Dec-25	02-Jan-26	CLO0100	CLO0130	0	0%
45	CLO0130	Conduct Final Inspection/Back Check F	1	02-Jan-26	02-Jan-26	CLO0120	CLO0140	0	0%
46	CLO0140	Complete Final Pay Estimate	4	05-Jan-26	08-Jan-26	CLO0130	CLO0150	0	0%
47	CLO0150	Project Acceptance By City	0		09-Jan-26	CLO0130		-1	0%



Remaining Level of Effort | Level of Effort | Remaining Work
Actual Level of Effort | Actual Work | Critical Remaining Work

Page 1 of 1

TASK filter: All Activities

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Alpha CM

EXHIBIT A

October 10th, 2025

City of Oroville
Montgomery Roundabout Improvement Project
Construction Management Services
Cost Proposal

Task & Staffing	Billing Rate	Total Hours	Total Price
Task 1: Construction Management Services			
Task 1.1: Project Management			
Project Principal	$ 222	4	$ 888
Construction Manager	$ 198	2	$ 396
Assistant Construction Manager / Inspector	$ 187	30	$ 5,610
Scheduler/Estimator	$ 196	8	$ 1,568
Subconsultant (CASI) w/markup			$ 8,188
Subconsultant (Terracon) w/markup			$ 35,849
Task 1.2: Construction Contract Administration			
Construction Manager	$ 198	2	$ 396
Assistant Construction Manager / Inspector	$ 187	18	$ 3,366
Scheduler/Estimator	$ 196	3	$ 588
Task 1.3: Change Order Management			
Construction Manager	$ 198	2	$ 396
Assistant Construction Manager / Inspector	$ 187	8	$ 1,496
Scheduler/Estimator	$ 196	2	$ 392
Task 1.4: Field Inspection			
Assistant Construction Manager / Inspector	$ 187	260	$ 48,620
	Subtotal	**339**	**$ 107,753**
Task 2: Services During Construction Closeout			
Task 2.1: Substantial and Final Completion Services			
Construction Manager	$ 198	1	$ 198
Assistant Construction Manager / Inspector	$ 187	8	$ 1,496
Task 2.2: Record of Compilation and Submittal			
Construction Manager	$ 198	1	$ 198
Assistant Construction Manager / Inspector	$ 187	8	$ 1,496
Task 2.3: Obtaining Warranty and Lien Release Information from Contractor			
Construction Manager	$ 198	1	$ 198
Assistant Construction Manager / Inspector	$ 187	4	$ 748
Task 2.4: Final Electronic Submittals			
Construction Manager	$ 198	1	$ 198
Assistant Construction Manager / Inspector	$ 187	4	$ 748
	Subtotal	**28**	**$ 5,280**

Other Direct Costs (ODCs)	Billing Rate	Total Months	Total Price
Vehicle			
Assistant Construction Manager / Inspector	$ 1,800	1.5	$ 2,700
Cell/Data/Computer			
Assistant Construction Manager / Inspector	$ 150	1.5	$ 225
	Subtotal		**$ 2,925**
	Grand Total		**$ 115,958**

Assumptions

1. Construction period of 45 Working Days.
2. Work completed in 2026.
3. Work conducted standard work hours M-F. No Overtime, weekends or holiday hours calculated into level of effort.
4. Level of effort is an estimate only.
5. Each individual cost item is a guide only; total CM cost shall take precedent.
6. Subconsultant costs are an allowance only. Actual work will be invoiced on time and material basis as directed by our Construction Manager.
7. With the exception of vehicle, cell/ data/computer, hourly rates include all direct and indirect

overhead normally associated with this type of work.

8. Level of Effort based on RFP documentation provided by City of Oroville.
9. Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
10. Alpha CM reserves the right to move budget between tasks and staff.

EXHIBIT A

Terracon

Fee Estimate
Materials Services
RFP City of Oroville CM Services for Montgomery Roundabout Improvement Project
Terracon Proposal No. PNB251307

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Testing and Inspections						**$ 32,590.00**
Soils and Asphalt						**$ 25,200.00**
Engineering Technician III	$ 130.00	8	hours	20	160	$ 20,800.00
Trip Charge	$ 130.00	1	each	20	20	$ 2,600.00
PM/PE Review/Admin Support	$ 90.00	1	each	20	20	$ 1,800.00
Concrete						**$ 1,260.00**
Engineering Technician III	$ 130.00	8	hours	1	8	$ 1,040.00
Trip Charge	$ 130.00	1	each	1	1	$ 130.00
PM/PE Review/Admin Support	$ 90.00	1	each	1	1	$ 90.00
Laboratory Tesing						**$ 2,705.00**
Modified Proctor (ASTM D1557)	$ 365.00	2	tests	1	2	$ 730.00
Concrete Cylinders	$ 40.00	20	tests	1	20	$ 800.00
Theoretical Maximum Specific Gravity (ASTM D2041)	$ 235.00	5	tests	1	5	$ 1,175.00
Project Administration						**$ 3,425.00**
Project Manager	$ 170.00	10	each	1	10	$ 1,700.00
Final Letter	$ 400.00	1	each	1	1	$ 400.00
Principal Engineer	$ 265.00	5	each	1	5	$ 1,325.00
Total						**$ 32,590.00**

Explore with us

EXHIBIT A

Contract Administrative Services, Inc (CASI)
10969 Trade Center Drive, Suite 108, Rancho Cordova, CA 95670
conadservices.com
(916) 822-9300
Certified DBE #43831

Montgomery Roundabout Improvement Project

(City of Oroville)

Project Duration: 45 Working Days
Subcontractors (Estimate): Estimated 2-5
Construction Cost: $450,000 – $550,000

CASI Billable Hourly Rate:
$176 – Labor Compliance Mgr.
$140 – Labor Compliance Spc.
$99 - Labor Compliance Asst.

PRE-CONSTRUCTION

Pre-Con Preparation and Meeting:	HOURS	HOURLY RATE	SUBTOTAL
	0	$176	$0
	0	$140	$0
		Total Pre-Construction Cost Estimate =	$0

CONSTRUCTION

LABOR COMPLIANCE TASK	HOURS PER MONTH	TOTAL HOURS ON PROJECT	HOURLY RATE	SUBTOTAL	(x 2 MOS.) TOTAL
1. CERTIFIED PAYROLL REVIEW					
Manager	2	4	$176	$352	$704
Specialist	4	8	$140	$560	$1,120
Assistant	8	16	$99	$792	$1,584
2. CROSS-REF. CPR HRS. & INSPECTOR LOGS					
Manager	0	0	$176	$0	$0
Specialist	0	0	$140	$0	$0
Assistant	8	16	$99	$792	$1,584
3. CORRESPONDENCE					
Manager	2	4	$176	$352	$704
Specialist	2	4	$140	$280	$560
Assistant	4	8	$99	$396	$792
4. DOCUMENT CONTROL / CM SOFTWARE					
Manager	0	0	$176	$0	$0
Specialist	0	0	$140	$0	$0
Assistant	2	4	$99	$198	$396
5. ONSITE EEO INTERVIEWS					
Manager	0	0	$176	$0	$0
Specialist	0	0	$140	$0	$0
Assistant	0	0	$99	$0	$0
Total Hours on Project	*Manager*	8			
	Specialist	12			
	Assistant	44			
			TOTAL PROJECT COST ESTIMATE (LABOR COMPLIANCE*) =		$7,444

TOTAL PROJECT COST ESTIMATE = $7,444

CITY OF OROVILLE DEPARTMENT OF

PUBLIC WORKS

REQUEST FOR PROPOSALS (RFP)

FOR

CONSTRUCTION MANAGEMENT SERVICES

FOR THE

MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

ISSUE DATE:

September 19, 2025

PROPOSAL DUE DATE:

October 13, 2025

REQUEST FOR PROPOSALS FOR:
CONSTRUCTION MANAGEMENT FOR THE
MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

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REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGEMENT SERVICES ON

THE HEWITT PARK RENOVATION PROJECT

PROPOSAL CERTIFICATION FORM

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID.

Issue Date	September 18, 2025
Issuing Agent	City of Oroville
Proposal Due Date	October 13, 2025, 1:00 PM City Hall
Proposals Directed To	Alyssa Stutz, PE, Director of Public Works
Number of Proposal Copies	Three (3) hard copies and one (1) electronic copy

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Name of Firm	
Address of Firm	
Contact Name	
Signature	
Title	
Date	
Phone Number	
Alternate Phone Number	(optional)
Federal Employee ID Number	(if applicable)

SECTION: 1 OVERVIEW

The City of Oroville (City) is advertising for proposals (Request for Proposals – "RFP") from qualified and experienced construction management firms to secure professional services to perform construction management, inspections, and coordinate material testing services during construction of the Montgomery Roundabout Improvement Project.

The project consists of replacement and restriping improvements for the roundabout directly south of the Table Mountain Boulevard bridge and temporary striping on Table Mountain Boulevard from Montgomery Street to Orange Avenue. Construction is anticipated to begin in late 2025 and be completed within forty-five (45) working days. The Engineer's Estimate for the construction work is $450,000 – $550,000.

SECTION: 2 SCOPE OF SERVICES

The City is inviting proposals to provide Construction Management, Inspections, and Material Testing required for the construction of the project set forth in this RFP.

TASK 1 – CONSTRUCTION MANAGEMENT SERVICES

The Consultant shall conduct all work and perform all work and documentation to comply and follow the provisions of Chapter 15, "Advertise and Award Project", Chapter 16, "Administer Construction Contracts", and Chapter 17, "Project Completion", of Caltrans latest LAPM; Latest edition of Caltrans Construction Manual: and Latest edition of Caltrans Standard Plans and Specifications. The consultant shall also administer the project in accordance with the special provisions/conditions of the project.

The consultant shall be responsible for providing construction management services including:

TASK 1.1 – PROJECT MANAGEMENT

Project management shall include all maintenance and monitoring of the project schedule and budget. The Consultant shall prepare a schedule in coordination with the Contractor's schedule and evaluate job progression based on that schedule. The Consultant shall coordinate outreach and construction activities between the Contractor, City Public Works, and external utility representatives, including notification and coordination of project issues as necessary. The Consultant shall monitor Best Management Practices (BMPs) within the project site, prepare progress pay estimates, and review certified payrolls. The Consultant shall coordinate any and all third party testing requirements for geotechnical and environmental.

The consultant shall communicate with the Contractor, City Public Works Staff, and external utility representatives as required. The Consultant shall prepare and submit monthly Project progress reports with monthly progress payment requests. Monthly progress reports shall include a summary listing describing the work accomplished the following

month, an updated schedule showing work progress and completion percentage, a list of problems addressed and/or concerns identified, if any, and proposed corrective actions, and other tasks as necessary.

The Consultant will provide the City access to the Construction Management System (CMS) that will be used to execute this project. A license to the CMS, or access to Sharepoint or any other system used by the Consultant will be provided to the City at no cost.

TASK 1.2 – CONSTRUCTION CONTRACT ADMINISTRATION

Construction contract shall include participation, including leadership, in the preconstruction conference and weekly meetings. The Consultant shall conduct weekly meetings with the Contractor and subcontractors to ensure Project goals are met and to identify and resolve safety issues. The Consultant shall coordinate site meetings with the Contractor and City staff and prepare and distribute meeting minutes. The Consultant shall review Contractor's contract execution and submittals for compliance with the Contract Documents and shall review Contractor's requests for information (RFIs) and either provide information from the Contract Documents or send the request to the City for resolution. The Consultant shall complete daily logs and a weekly statement of working days (WSWD). The Consultant shall review Contractor's pay requests and give recommendations to the City as to the acceptability of the request and shall communicate with the Contractor regarding acceptability of work and coordinate the Contractor's test plan and quality control plan.

If necessary, Consultant shall provide grant management / invoicing reimbursement services to support the city throughout the construction phase.

TASK 1.3 - CHANGE ORDER MANAGEMENT

Change order management shall include the development, administering, and tracking of all construction change orders. This includes review and evaluation of contract change order requests and submittals, including cost tracking and estimate vs. actual expenditures, contract change order coordination between the Contractor and City, evaluation, and creation of a Time Impact Analysis (TIA), and investigation and inspection of site conditions that differ from those described in the Contract Documents. Consultant shall review proposed change orders for accuracy and relevance to the Contract Documents. Consultant shall review submittals in support of change orders and give recommendations for resolutions of claims and disputes.

TASK 1.4 – FIELD INSPECTION

Construction staking by the Contractor shall be verified by the Consultant. Consultant shall monitor Contractor's daily activities to ensure compliance with the Contract Documents, including photo and video documentation of the site before, during, and after construction. This will also include drone imagery of the site. The Consultant shall review and inspect the Contractor's work for compliance with the Contract Documents on a daily basis and monitor corrective actions taken by Contractor to fix work that is not in compliance with the

Contract Documents. Daily diaries shall be submitted detailing field inspection work conducted that day, including digital photographic records of construction in progress.

The Consultant shall conduct quality assurance materials testing, including the determination and scheduling of typical materials testing, scheduling of any special testing, and any special inspections as identified in the Contract Documents. The Consultant's proposal shall list all testing that the Consultant has certification for and others necessary in the Contract Documents that the Consultant has no certification for.

The Consultant shall review the Contractor's compliance with all regulatory permits and mitigation measures, workplace safety and health standards, and notify the City of any non-compliance.

TASK 2 – SERVICES DURING CONSTRUCTION CLOSEOUT

TASK 2.1 – SUBSTANTIAL AND FINAL COMPLETION SERVICES

The Consultant shall be responsible for conducting site inspections to determine if facilities are complete and in compliance with Contract Documents, prepare punch list, inspect the punch list items for corrective actions, and recommend release of payments and retention to Contractor.

TASK 2.2 – RECORD OF COMPILATION AND SUBMITTAL

The Consultant shall prepare and submit a complete set of organized construction contract documentation, review submittals of as-built drawings made by the Contractor during construction and shall be responsible for verifying all as-builts have been accurately updated for work prior to submitting the Contractor's final payment request. The Consultant shall include a signed certification indicating the as-builts submitted accurately reflect all construction modifications from the design plans set. In the event that the City observes at a later date that as-builts were not accurately updated, the Consultant shall be responsible for updating the as-builts at no additional cost to the City.

TASK 2.3 – OBTAINGING WARRANTY AND LIEN RELEASE INFORMATION FROM CONTRACTOR

The Consultant shall work with the Contractor to obtain all warranty and lien release information.

TASK 2.4 – FINAL ELECTRONIC SUBMITTALS

The Consultant shall be responsible for submitting final project files to the City.

SECTION: 3 CONTRACT ADMINISTRATION

The City Administrator, or alternate designated representative, will be the contract administrator on behalf of the City.

SECTION: 4 REQUESTS FOR INFORMATION AND ADDENDA

The Specifications, Construction Plans, and other contract documents may be obtained from the Public Purchase on-line bidding service. Registration is required to use the service. There is no charge to register or obtain bid documents in digital format. Log onto:

www.publicpurchase.com

Once you have registered, search for the project title identified on the cover of this RFP.

The Project Bid Book and Construction Plans may be available for viewing at a Contractor's Exchange. Contact Exchanges directly to inquire about availability. All addenda notifications will be emailed to plan holders by Public Purchase.

All questions will be taken and answered through Public Purchase. No questions through email or by phone call will be answered by City staff regarding this RFP.

SECTION: 5 PROPOSER'S RESPONSIBILITIES

It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP. By submitting, proposers agree to the terms herein.

SECTION: 6 PROPOSAL REQUIREMENTS

Three (3) printed copies and one (1) electronic copy must be submitted to:

City of Oroville
Department of Public Works - Engineering Division
Attn: Alyssa Stutz, PE, Public Works Director
1735 Montgomery Street
Oroville, CA 95965

Late proposals will not be considered.

The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, price, quality of service, work history and other

factors which the City may consider relevant and important in determining which proposal is best for the City.

The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.

The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.

Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.

By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached to this RFP. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are considered.

All proposals must remain valid for a minimum period of sixty (60) calendar days after the Submission Deadline. Responses may not be modified orwithdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.

Proposers may withdraw their proposal prior to the Submission Deadline.

SECTION: 7 PROPOSAL FORMAT AND CONTENT

PROPOSER'S CERTIFICATION FORM

Located after Table of Contents.

PROPSER'S BACKGROUND

Maximum 2 pages - Background on the Consultant and area(s) of professional expertise relevant to this RFP.

QUALIFICATIONS

Proposals must address each of the elements in this section.

7.1.1 Relevant Experience: Applicant's demonstration of adequate, meaningful, and relevant experience with projects of a similar/comparable type including experience in construction management services. Preference will be given to individuals/firms with experience with CalTrans project management on state and federally funded projects. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.

7.1.2 Relevant Education: Applicant's demonstration of certification and training required to perform services, including licensing requirements (i.e., engineer, architect, or contractor).

7.1.3 Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.

7.1.4 A brief statement of your policy regarding affirmative action.

PROJECT PERSONEL AND THEIR AVAILABILITY

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

Except when, and if, the workload demands otherwise, all services shall be conducted within the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

PROJECT APPROACH

Maximum 1 page – Summary of the proposed approach to complete the tasks called for under the RFP. Describe your strategy for containing costs incurred by the City while still meeting the objectives and standards.

REFERENCES

Maximum 4 pages – Each proposal must include at least three (3) public agency references going back not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the key personnel to be used by proposer for this project were deployed. The references should include the name, title, telephone, and email address of the public agency officer or employee responsible for overseeing the proposer's work.

SCHEDULE

Schedule detailing when the specific Task will be completed. Proposers should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall also identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The schedule shall also factor in reasonable review and feedback periods for submittals and RFIs by City staff, as well as any and all legally mandated review periods and comment periods, including those that may be required by third party regulatory agencies. Consultant shall expect a 1-week turnaround time for the City's review of submittals and RFIs.

COST PROPOSAL

The proposal shall indicate the compensation structure for performing specific services identified in Tasks 1 through 2 (e.g., flat lump sum or hourly rate structure). The proposal shall also include any and all rate charges for incurred costs and expenses the proposer intends to pass along to the City (e.g., photo copying, postage, travel and any pass-through costs and expenses). To the extent that a proposal contemplates the use of subconsultants to

perform any one or more of the above-described tasks on the proposer's behalf, the proposal shall identify any subconsultant costs and expenses that will be passed through to the City and the compensation structure for such costs and expenses. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 2, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

The cost proposal shall present costs for each task to include all staff and administrative position and hourly rates, total estimated hours and subtotals for each task, and sub tasks, if any.

SECTION: 8 EVALUATION CRITERIA

Each proposal shall be evaluated on the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule, and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience & Training plus Prior Contracting History (45%)
- Project Approach (30%)
- Cost (10%)
- Schedule (10%)
- Compliance with RFP (5%)

SECTION: 9 SELECTION PROCESS

City staff will review and rank the proposals. The City may conduct interviews with top-ranked firms. It is anticipated that a consultant will be selected in October 2025.

SECTION: 10 ATTACHMENTS

10.1 Agreement of Professional Services – To Be Executed After Award
10.2 100% Plans and Specifications for this project are attached to this RFP.

CITY OF OROVILLE

BID EVALUATION FOR

CONSTRUCTION MANAGEMENT SERVICES FOR

THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

MARK THOMAS

Evaluation Criteria	Weight (%)	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
1. Expertise, Experience & Training	45	40	42	35	39.00
2. Project Approach	30	28	28	25	27.00
3. Cost Proposal	10	8	5	6	6.33
4. Schedule	10	9	8	10	9.00
5. Compliance with RFP	5	5	5	5	5.00
TOTAL	100	90	88	81	**86.33**

ALPHACM

Evaluation Criteria	Weight (%)	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
1. Expertise, Experience & Training	45	44	40	32	38.67
2. Project Approach	30	27	22	30	26.33
3. Cost Proposal	10	10	9	8	9.00
4. Schedule	10	9	8	10	9.00
5. Compliance with RFP	5	5	5	5	5.00
TOTAL	100	95	84	85	**88.00**

ALBAT

Evaluation Criteria	Weight (%)	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
1. Expertise, Experience & Training	45	39	35	30	34.67
2. Project Approach	30	27	20	30	25.67
3. Cost Proposal	10	7	4	4	5.00
4. Schedule	10	9	8	8	8.33
5. Compliance with RFP	5	5	5	5	5.00
TOTAL	100	87	72	77	**78.67**

4LEAF

Evaluation Criteria	Weight (%)	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
1. Expertise, Experience & Training	45	42	40	32	38.00
2. Project Approach	30	25	26	30	27.00
3. Cost Proposal	10	9	6	10	8.33
4. Schedule	10	8	6	5	6.33
5. Compliance with RFP	5	5	5	5	5.00
TOTAL	100	89	83	82	**84.67**

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **OROVILLE MUNICIPAL CODE CONSIDERATIONS REGARDING DRIVEWAY CULVERT MAINTENANCE RESPONSIBILITY**

DATE: **OCTOBER 21, 2025**

SUMMARY

Public Works staff have recently conducted inspections of driveway culverts throughout the City and have observed that many are heavily impacted by sediment buildup, partially collapsed, or completely rusted through. These deteriorated culverts are reducing drainage capacity, contributing to localized flooding, and creating uncertainty about maintenance responsibilities between property owners and the City.

Staff is requesting direction from the City Council regarding the City's role in maintaining, cleaning, or replacing driveway culverts located within the public right-of-way but serving private driveways. Council direction will help establish a clear and consistent policy for addressing these deteriorating culverts and mitigating associated drainage impacts.

DISCUSSION

Driveway culverts are a common feature in areas with open ditches and roadside drainage. They provide private access across the ditch while conveying stormwater through the public drainage course.

Over time, many culverts within the City have become obstructed with sediment, vegetation, or debris. Others have deteriorated due to age, corrosion, or improper installation. In several recent cases, the Public Works Department has received service requests related to flooding or erosion caused by these failing culverts.

Historically, the City has considered driveway culverts to be the responsibility of the adjoining property owner, as they are part of the private driveway improvement. However, when these culverts fail or plug up, they can obstruct public drainage and cause street flooding or property damage, placing the City in a difficult position regarding liability and response expectations.

Key Observations from Field Inspections

- Numerous corrugated metal culverts are completely rusted through or have separated joints.
- Many driveways have undersized, improperly sloped, or unmaintained culverts that trap sediment.
- Several locations have no defined maintenance access, making cleaning or replacement difficult (for example, culverts that service multiple driveways).
- During large storm events, debris buildup at these culverts significantly reduces ditch capacity, causing overflow onto streets and adjacent properties.

Policy Options for Council Consideration

1. Private Responsibility (Status Quo)
   - Property owners remain responsible for maintaining, cleaning, and replacing driveway culverts.
   - The City responds only to blockages that directly threaten public infrastructure or safety.
2. Shared Responsibility
   - Property owners maintain their culverts, but the City may intervene when blockages or failures pose a public hazard or flooding risk.
   - The City may clean or replace damaged culverts as needed and pursue cost recovery or establish a permitting process for such work. The City could also provide a program that could loan funds to qualified homeowners for this kind of repair work.
3. City-Assumed Maintenance for Public Drainage Function
   - The City assumes ongoing maintenance for culverts that form part of a continuous public drainage system within the right-of-way.
   - Standard specifications, permits, and inspection processes would be required for all replacements or new installations.

Staff recommends that Council provide direction on which policy framework best reflects City priorities regarding drainage management, liability, and public service response. Based on Council input, staff will return with and any necessary Municipal Code updates.

FISCAL IMPACT

Fiscal impacts will vary depending on the level of City responsibility adopted by Council:

- Option 1: Minimal fiscal impact (status quo).
- Option 2: Minor annual cost for occasional emergency cleaning and administrative oversight.
- Option 3: Significant cost increase, depending on the number of culverts incorporated into a City maintenance program.

Detailed cost projections can be developed once a preferred policy direction is identified.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF REGARDING THE CITY'S ROLE AND POLICY FOR MAINTENANCE, CLEANING, AND REPLACEMENT OF DRIVEWAY CULVERTS WITHIN THE CITY LIMITS.

STAFF WILL PREPARE MODIFIED MUNICIPAL CODE LANGUAGE CONSISTENT WITH COUNCIL DIRECTION FOR FUTURE CONSIDERATION AND ADOPTION.

ATTACHMENTS

Attachment A – Current City Municipal Code Language

Attachment B – Photos of Typical Driveway Culvert Conditions

Attachment C – Justification for Staff Recommendation

Attachment D – Outline of Potential City Policy Framework

CHAPTER 8.20
STORMWATER MANAGEMENT

Article 1
General Provisions

§ 8.20.010. Findings.

A. The Federal Clean Water Act provides for the regulation and reduction of pollutants discharged into the waters of the United States by extending National Pollutant Discharge Elimination System (NPDES) requirements to stormwater and urban runoff discharge into the city storm drain system.

B. The State Water Resources Control Board is authorized by the United States Environmental Protection Agency to administer the NPDES program within the state. The Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) provides authority for the state NPDES program, including provisions to issue NPDES permits and waste discharge requirements to regulate discharges of storm-water to waters of the state.

C. Due to amendments to the Clean Water Act, the USEPA developed a Phase I and a Phase II program requiring municipalities to develop and implement stormwater pollution management programs. Smaller municipalities and contiguous areas with small, but still urban, communities come under the Phase II regulations of the state board's small MS4 general permit, where MS4 stands for "municipal separate storm sewer system." The city falls under the Phase II regulations, which require coverage under the small MS4 general permit.

D. The small MS4 general permit requires the city to effectively prohibit nonstormwater discharges from within the city's small MS4 general permit area into the city storm drain system except as otherwise permitted by law.

E. The city finds in this regard that the provisions of this chapter are necessary to provide the city with the legal authority necessary to implement and otherwise comply with the requirements of the small MS4 general permit and to protect the waters of the state for the benefit of its people and the environment.

(Ord. 1807 § 1, 2015)

§ 8.20.020. Purpose and intent.

A. This chapter is adopted pursuant to Article XI, Section 7 of the California Constitution, which authorizes the city to exercise the police power of the state by adopting regulations promoting the public health, public safety, and the general welfare of its citizens. The purpose and intent of this chapter is to protect and enhance the water quality of watercourses and water bodies within the small MS4 permitted area of the city in a manner consistent with the Clean Water Act, the Porter-Cologne Water Quality Control Act, and the small MS4 permit, by reducing pollutants in stormwater discharges to the maximum extent practicable and by prohibiting nonstormwater discharges from entering the storm drain system.

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B. It is the intent of the city in adopting this chapter to provide the city with the legal authority to accomplish the following goals within the small MS4 permitted area:

1. To benefit the people and environment of the city by protecting water quality in waters of the state;

2. To reduce the discharge of pollutants in stormwater to the maximum extent practicable, whether those discharges are made to the city storm drain system, or directly to natural surface waters;

3. To effectively prohibit nonstormwater discharges into the city storm drain system or to natural surface waters;

4. To establish requirements for stormwater management, including source controls and best management practices, for development, redevelopment, construction, post-construction, industrial, and municipal activities;

5. To comply with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act, and the small MS4 general permit as they apply to the discharge of pollutants into and from the city storm drain system;

6. To provide for the recovery of regulatory costs incurred by the city in the implementation of this chapter or its stormwater management program, including, but not limited to, enforcement activities, compliance assistance, inspections, investigations, sampling and monitoring; and

7. To establish appropriate enforcement procedures and penalties for violations of the provisions of this chapter.

(Ord. 1807 § 1, 2015)

§ 8.20.030. Definitions.

Certain words and phrases defined in this chapter shall have the meanings set forth herein. Additional defined terms used in this chapter shall have the meanings set forth below unless the context clearly indicates otherwise.

"Administrator" shall mean the director of community development and public works and his or her designees.

"Best management practices" (BMPs) shall mean schedules of activities, prohibition of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly into stormwater conveyance systems, receiving waters or natural surface waters. BMPs shall also include structural controls, treatment practices, source controls, training requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

"City" shall mean the City of Oroville.

"City storm drain system" shall mean those public man-made facilities within the incorporated area of the city that are owned, operated, maintained or controlled by

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the city by which stormwater may be conveyed to natural surface waters, including, but not limited to, any roads with drainage systems, municipal streets, curbs, gutters, catch basins, water quality basins, detention basins, constructed wetlands, artificial channels, aqueducts, ditches, altered drainage channels, reservoirs, sumps, pumping stations, storm drain inlets, and storm drains. Included in this definition are watercourses located on private property for which the city council has been offered and has accepted maintenance responsibilities through the execution of a legally described drainage maintenance easement or other similar instruments accepted by the city council.

"Council" shall mean the Council of the City of Oroville.

"Development" shall mean any activity that moves soils or substantially alters the preexisting vegetated or man-made cover of any land. This includes any activity that may be considered new development or redevelopment consisting of, but not limited to, grading, digging, cutting, scraping, stockpiling or excavating soil, placement of fill materials, paving, pavement removal, exterior construction, substantial removal of vegetation where soils are disturbed or any activity which exposes soil or rock or involves streambed alterations or the diversion or piping of any watercourse. Development does not include routine maintenance to maintain original line and grade, hydraulic capacity, or the original purpose of the facility, nor does it include emergency construction activities (i.e., land disturbances) required to protect public health and safety.

"Discharge" shall mean any release, threatened release, or placement of any material into the city storm drain system or natural surface waters, including, but not limited to, stormwater, wastewater, pollutants, solid materials, liquids, hazardous waste, raw materials, debris, litter or any other substance.

"Discharger" shall mean any person who discharges, or causes a discharge, either directly or indirectly into the city storm drain system.

"Hazardous materials" shall mean any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

"Illicit connection" shall mean any physical connection, including but not limited to any drain or conveyance, to the city storm drain system or natural surface waters, which is not expressly authorized by the city.

"Illicit discharge" shall mean any direct or indirect non-permitted or non-exempt discharge to the city storm drain system or to the natural surface waters that violates this chapter, or a discharge prohibited by federal, state, or local laws, which tends to degrade the quality of natural surface waters.

"Industry" or "industrial activity" shall mean any service, business, enterprise, or any other activity conducted by any person for the purpose of monetary or other compensation, or in support of or promotion of such activity. This term shall also mean any similar activity conducted by a non-profit corporation as defined by the State of California.

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"Material" shall mean any substance, including but not limited to, raw materials, finished products, garbage and debris, tobacco, paper wastes, lawn clippings, leaves and other vegetation, biological and fecal waste, sediment and sludge, oil and grease, gasoline, paints, solvents, cleaners and any fluid or solid containing chemicals.

"Maximum extent practicable" shall mean a standard for implementation of stormwater management programs to reduce pollutants in stormwater. It is the maximum extent possible taking into account equitable considerations and competing facts, including, but not limited to: the seriousness of the problem, public health risk, environmental benefits, pollutant removal effectiveness, regulatory compliance, ability to implement, cost and technical feasibility.

"National Pollutant Discharge Elimination System permit" or "NPDES permit" shall mean general, group, and individual stormwater discharge permits which regulate facilities defined in federal NPDES regulations promulgated pursuant to the Federal Clean Water Act. The regional board and the state board, as defined below, have adopted general stormwater discharge permits, including but not limited to the general construction activity and general industrial activity permits.

"Natural surface waters" shall mean creeks, natural ponds or lakes, wetlands, rivers, flood diversion channels and irrigation channels and shall include any waters of the state and any waters of the United States contained within the boundaries of the state. "Natural surface waters" shall not mean any wet or dry detention basin, constructed wetland, stormwater treatment facility, artificial lake or pond or other man-made body of water which do not combine or effect a junction with natural surface waters.

"Nonstormwater discharge" shall mean any discharge to the storm drain system that is not composed entirely of stormwater.

"Person" shall mean any natural person as well as any corporation, partnership, public agency, trust, estate, cooperative association, joint venture, business entity or other similar entity, or the agent, employee or representative of any of the above.

"Pollutant" shall mean the same as defined in Section 502(6). of the Clean Water Act or as incorporated into the California Water Code, subsection 13373, as such code sections may be amended from time to time. Pollutants include, but are not limited to, the following:

1. Materials (including, but not limited to, fuels, solvents, chemicals, detergents, plastic pellets, hazardous substances, radioactive wastes, fertilizers, pesticides, lawn clippings, paints, soot, slag, ash, sludge);

2. Metals and non-metals both soluble and insoluble (including, but not limited to, cadmium, lead, zinc, copper, silver, nickel, chromium, chlorine, phosphorous, formaldehyde, glutaraldehyde and arsenic);

3. Petroleum hydrocarbons (including, but not limited to, fuels, oils, lubricants, surfactants, waste oils, solvents, coolants, and grease);

4. Eroded soils, sediment, saw cut slurry and wastes and residues that result from constructing a building or structure;

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5. Animal wastes (including, but not limited to, discharge from confinement facilities, kennels, pens, recreational facilities, and stables);

6. Substances having acidic or corrosive characteristics, unusual coloration or turbidity;

7. Any domestic or industrial wastewater;

8. Any hazardous substances.

The term "pollutant" shall not include uncontaminated stormwater, potable water, groundwater or reclaimed water generated by a lawfully permitted water treatment facility.

"Pollution" shall mean the human-made or human-induced alteration of the quality of waters by pollutants to a degree that causes or contributes to an exceedance of water quality standards contained in the statewide Water Quality Control Plan, the California Toxics Rule, or in the applicable Regional Water Quality Control Board Basin Plan.

"Privately owned watercourses" shall mean any watercourses, including, but not limited to, any other associated drainage structures such as underground pipe, culverts, and drain inlets, that reside within privately owned property and are not owned or maintained by the city.

"Regional board" shall mean the California Regional Water Quality Control Board, Central Valley Region.

"State board" shall mean the state Water Resources Control Board which is the state water pollution control agency for all purposes of the Clean Water Act pursuant to Section 13160 of the California Water Code.

"Stormwater" or "storm water" shall mean any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation (such as rain or snow) and resulting from such precipitation.

"Subject activities" shall mean any activities, operations, or facilities which discharge or have the potential to discharge pollutants. A subject activity may be stationary or mobile, provided it generates quantities or concentrations that may cause pollution.

"Threatened prohibited discharge" shall mean any condition or activity that does not currently result in a prohibited discharge but is nevertheless determined by the administrator to be a condition which results in a substantial likelihood of a future prohibited discharge.

"Watercourses" shall mean any channel or depression in which a flow of water occurs, either continuously or intermittently, including above-ground portions of the storm drain system.

"Waters of the state" shall mean all surface waters specified in Code of Federal Regulations (CFR) Section 122.2, including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at or during all times and seasons.

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"Waters of the United States" shall have the same meaning as set forth in CFR Section 122.2.
(Ord. 1807 § 1, 2015)

§ 8.20.040. Applicability.

The provisions of this chapter shall be applicable to all dischargers and potential dischargers located within the incorporated area of the city within the small MS4 general permit area that discharge either directly or indirectly into the city storm drain system.
(Ord. 1807 § 1, 2015)

§ 8.20.050. Compliance disclaimer.

Compliance by any person with the provisions of this chapter shall not preclude the need to comply with other local, state or federal statutory or regulatory requirements relating to the control of pollutant discharges or protection of stormwater quality, or both.
(Ord. 1807 § 1, 2015)

§ 8.20.060. Administration.

Except as otherwise provided herein, the authority to implement this chapter is vested in the administrator, who shall be responsible for the administration, implementation and enforcement of the provisions of this chapter. Unless otherwise specified herein, any powers granted to or duties imposed upon the administrator may be delegated by the administrator to other city employees or, upon the approval of the council, to employees of other public agencies.
(Ord. 1807 § 1, 2015)

§ 8.20.070. Disclaimer of liability.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not imply that compliance will ensure that there will be protection from liability including civil penalties or that there will be no contamination, pollution, nor unauthorized discharge of pollutants into natural surface waters or the waters of the United States. This chapter shall not create liability on the part of the city, or any officer or employee thereof for any damages that result from any discharger's reliance on this chapter or any other administrative decision lawfully made thereunder.
(Ord. 1807 § 1, 2015)

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Article 2
Storm Drain System Maintenance

§ 8.20.080. Findings.

A. Unregulated obstruction, modification, use and neglect of watercourses create conditions tending to: (1) reduce water quality; (2) promote blight and deterioration of property; (3) cause property losses from flooding and poor drainage; and (4) be injurious to the public health, safety and general welfare.

B. A clear articulation of responsibility for the maintenance, repair and replacement of watercourses and/or other drainage facilities that are either part of the city storm drain system or are considered privately owned is necessary.

(Ord. 1807 § 1, 2015)

§ 8.20.090. Maintenance requirement.

Each watercourse in the city shall be maintained so that water will flow adequately and unimpeded through the watercourse. An existing natural watercourse shall be left unaltered unless improvement is necessary to protect life, health and property.
(Ord. 1807 § 1, 2015)

§ 8.20.100. Maintenance responsibility.

The city shall be responsible for all watercourses routinely maintained by the city as part of on-going operations. Watercourses to be maintained by the city include those watercourses located within the city's public rights-of-way and private watercourses for which the city council has legally accepted the maintenance responsibility. The acceptance of maintenance shall be facilitated through the preparation of a legally described stormwater easement prepared by a licensed land surveyor or civil engineer, and an easement maintenance grant deed. The legally described easement shall include a metes and bounds legal description and accompanying plat map approved by the city.
(Ord. 1807 § 1, 2015)

§ 8.20.110. Elective city maintenance.

The city may elect from time to time to mechanically clear privately owned watercourses where the malfunction of the watercourse could cause a hazard or where equipment is required which a private citizen may not have available. The city also may from time to time elect to make improvements to watercourses as necessary to protect life, health and property. Any such voluntary and isolated efforts by the city shall not be deemed to relieve the private property owner of continuing responsibility and liability for such watercourses under this chapter.
(Ord. 1807 § 1, 2015)

§ 8.20.120. Private watercourse maintenance.

In all cases other than watercourses routinely maintained by the city, the responsibility for maintenance and repair of watercourses, or portions of them, shall belong to the

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property owner on whose property the watercourse, or portion of a watercourse, is located. Privately owned watercourses in the city shall be properly maintained so that water will flow adequately and unimpeded through the watercourse. Owners of privately owned watercourses shall be responsible for the removal of accumulated debris, trash, vegetation (alive or dead), trees (dead or alive) or other materials that may alter and/or reduce the conveyance capacity of the watercourse during high flow events.
(Ord. 1807 § 1, 2015)

§ 8.20.130. Private watercourses—Failure to maintain.

The failure to maintain private watercourses shall be considered a violation subject to the remedies in Article 7 of this chapter.
(Ord. 1807 § 1, 2015)

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Article 3
Private Stormwater Facilities Maintenance Agreement

§ 8.20.140. Findings.

This chapter requires the installation of post-construction BMPs for new development and redevelopment projects. As a permittee under the small MS4 general permit, the city is responsible for managing the volume and pollutant load of stormwater runoff the enters the city's storm drain system. In order to ensure the city's compliance with the small MS4 general permit, the city finds that stormwater facilities maintenance agreements for new development and redevelopment projects are required.
(Ord. 1807 § 1, 2015)

§ 8.20.150. Private stormwater facilities maintenance agreement required.

The property owners of new development and redevelopment projects for which building permits have been issued shall enter into a stormwater facilities maintenance agreement with the city prior to the issuance of a certificate of occupancy. The agreement shall be in a form approved by the city council.
(Ord. 1807 § 1, 2015)

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Article 4
Prohibited Discharges

§ 8.20.160. Prohibited discharges.

Except as provided in Section 8.20.170, it shall be unlawful for any person to make or cause to be made an illicit discharge of any materials, including, but not limited to, pollutants, or waters containing any pollutants, that cause or contribute to a violation of applicable water quality standards, other than stormwater into the city storm drain system, natural surface waters, or watercourses.
(Ord. 1807 § 1, 2015)

§ 8.20.170. Exceptions to prohibited discharges.

The following nonstormwater discharges to the city storm drain system or natural surface waters are exempt from otherwise applicable discharge prohibition set forth in Section 8.20.160:

A. Any discharge regulated under an NPDES permit, waiver (including conditional waivers of waste discharge requirements for discharges from irrigated lands), or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency or under state authority, provided the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that prior approval has been granted by the city for any discharge to the storm drain system.

B. The discharge of stormwater containing pollutants that has been reduced to the maximum extent practicable by the application of best management practices approved by the city.

C. Any discharge from any of the following activities, unless the administrator determines any otherwise exempt discharge causes or significantly contributes to violations of the Clean Water Act, Porter-Cologne Act, or this chapter, or conveys significant quantities or concentrations of pollutants to the city storm drain system, natural surface waters, or watercourses:

    1. Water line flushing;

    2. Landscape irrigation;

    3. Diverted stream flow;

    4. Rising groundwater;

    5. Uncontaminated ground water infiltration;

    6. Uncontaminated pumped groundwater;

    7. Discharge from potable water sources;

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8. Foundation drains;
9. Air conditioner condensate;
10. Irrigation water;
11. Water from natural springs;
12. Water from crawl space pumps;
13. Footing drains;
14. Lawn watering;
15. Individual residential car washing or fund raising car washes;
16. Flows from riparian habitats and wetlands;
17. Dechlorinated swimming pool discharges; or
18. Discharges of flows from emergency fire fighting activities.

D. Discharges in excess of an amount deemed by a reasonable person to be incidental runoff shall be controlled. Incidental runoff is defined as unintended amounts (volume) of runoff, such as minimal over-spray from sprinklers that escapes the are of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design if it is due to excessive application, if it is due to intentional overflow, or if it is due to negligence. Parties responsible for controlling runoff shall detect leaks, properly design and aim sprinkler heads, not irrigate during precipitation events and correct and eliminate excess discharges within 72 hours of learning of the excess runoff.

E. Any discharges that the administrator, the city health officer or the regional board determines in writing are necessary for the protection of public health and safety.

F. Any additional categories of nonstormwater discharges determined in writing by the administrator, with written concurrence of the regional board, not to be sources of pollutants to the city storm drain system or natural surface waters.

(Ord. 1807 § 1, 2015)

§ 8.20.180. Exception to discharge exemptions.

Notwithstanding the exemptions provided for in Section 8.20.170, if the regional board or the administrator determines that a discharge which is otherwise exempt from the prohibition on discharges causes or significantly contributes to the violation of any published regional board established receiving water limitation or results in the conveyance of significant quantities or concentrations of pollutants into the city storm drain system or to natural surface waters, or is otherwise a danger to public health or safety, the administrator may give written notice to the discharger that the exception shall not apply to the discharge at issue following expiration of the 30-day period commencing upon delivery of the notice. Upon expiration of such 30-day period, any

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such discharge shall be unlawful. Upon finding that any discharge poses an immediate significant threat to the environment or to public health and safety, the administrator may waive the 30-day waiting period and require immediate cessation of the discharge.
(Ord. 1807 § 1, 2015)

§ 8.20.190. Threatened prohibited discharge.

It shall be unlawful for any person to maintain, or cause to be maintained, a threatened prohibited discharge after having received notice per Section 8.20.180 of the administrator's determination as to the existence of a threatened prohibited discharge.
(Ord. 1807 § 1, 2015)

§ 8.20.200. Illicit connections prohibited.

A. It shall be unlawful for any person to establish, use or maintain, or cause to establish, use or maintain, any illicit connection. Illicit connections shall be subject to removal or abatement by the city pursuant to Article 6 of this chapter.

B. The prohibition set forth in subsection A of this section shall apply to illicit connections in existence at the time this chapter becomes effective. Upon the effective date of the ordinance codified in this chapter, any person who maintains an illicit connection shall have 30 days to disconnect and discontinue use of such connection or secure approval of such connection. Notwithstanding the provisions of this section, any person who maintains an illicit connection, as defined in Section 8.20.030, may apply to the city for a permit or written permission to continue the connection subject to applicable city standards. The submission of a permit application is not a substitute for compliance with the provisions of this chapter and any applicable requirements of state, federal, and/or city law, irrespective of whether a permit application has been submitted, may be enforced under this chapter. No permit shall be issued for any connection or any physical facility or apparatus that is installed, intended, serves, or is known to convey a prohibited illicit discharge to the city storm drain system, natural surface waters, or watercourses in violation of this chapter or any provision of state or federal law.

(Ord. 1807 § 1, 2015)

§ 8.20.210. Negligence or intent not required.

A violation of the provisions of this chapter shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge.
(Ord. 1807 § 1, 2015)

§ 8.20.220. Waste discharge prohibitions.

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the city storm drain system, natural surface waters, or waters of the United States, any refuse, rubbish, garbage, litter, green waste, or

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other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to stormwater pollution. Wastes deposited in streets in proper waste receptacles for purposes of municipal waste collection are exempted from this prohibition.
(Ord. 1807 § 1, 2015)

§ 8.20.230. Discharges in violation of industrial or construction activity.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the administrator: prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or at any other reasonable time as determined by the administrator.
(Ord. 1807 § 1, 2015)

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Article 5
Reduction of Pollutants in Stormwater

§ 8.20.240. General requirements.

A. The administrator is authorized to designate as subject activities any activities, operations, or facilities identified as sources or potential sources of pollutant discharges to the city's storm drain system, natural surface waters, or watercourses. A subject activity may occur at a stationary facility or it may occur as a mobile activity that takes place at various job sites.

B. All persons engaged in subject activities that may result in pollutants entering the city storm drain system, natural surface waters, or watercourses shall implement best management practices (BMPs), to the maximum extent practicable, to prevent and/or reduce such pollutants from entering nonstormwater discharges and/or stormwater discharges in accordance with Section 8.20.260, Best management practices, of this chapter. The California Stormwater Quality Association has published 4 stormwater best management practice handbooks covering construction, industrial and commercial, municipal, and new development and redevelopment that are approved for use by the administrator to comply with this section.

C. All BMPs shall be protected, inspected, and maintained to ensure continuous and fully effective performance as designed. A maintenance and inspection schedule for both dry and wet season BMPs shall be in writing, and a record shall be kept that includes the dates of inspection or maintenance, whether BMPs were inspected or maintained, a description of any maintenance activity, and the name of the inspector or maintenance foreperson. This record shall be on a form approved by the administrator and shall be made available to the administrator upon request.

D. Every person owning or occupying property adjacent to or through which a watercourse passes, shall keep and maintain that part of the watercourse within said property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly obstruct the flow of water through the watercourse. The property owner or occupant shall be responsible for obtaining and complying with any and all other local, state and/or federally required permits necessary for conducting such activities.

E. Whenever the administrator finds that a discharge of pollutants is taking place or has occurred that results in or resulted in pollutants entering the city storm drain system or natural surface waters, the administrator shall require by written notice to the owner or occupant of the property that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Article 7 of this chapter.

F. The administrator shall by written notice require that persons engaged in subject activities and/or owning or operating designated facilities, which may cause or contribute to stormwater pollution, illicit discharges, and/or nonstormwater discharges into the city storm drain system, natural surface waters, or watercourses,

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to undertake at said person's expense such monitoring and analyses and furnish such reports to the administrator as deemed necessary to determine compliance with this chapter.

(Ord. 1807 § 1, 2015)

§ 8.20.250. Containment and notification of spills.

A. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or person conducting any subject activity that has information of any spill, release or suspected release of pollutants or prohibited materials which result or may result in an illicit discharge into the city storm drain system or natural surface waters shall immediately take all reasonable action to ensure the discovery, containment, cleanup, and to otherwise minimize any such spill or release.

B. In the event such a spill or release is of a hazardous material, said responsible person shall immediately notify emergency response officials of the incidence by means of emergency dispatch services (911). Said responsible person shall also notify the administrator within 24 hours at (530) 538-2430.

C. For a nonhazardous prohibited material spill or release that has been contained and cleaned up, said responsible person shall notify the city department of public works in person, by telephone, or facsimile no later than 5:00 p.m. the next business day. Notifications made in person or by telephone shall be confirmed by written notice within 3 business days of the personal or telephoned notice.

D. For any discharge subject to the reporting requirements of the State of California Water Code Sections 13271 and 13272, notification in compliance therewith shall constitute sufficient notification for the purposes of this section.

(Ord. 1807 § 1, 2015)

§ 8.20.260. Best management practices.

A. Any person performing construction activities for which a building permit and/or a grading permit has been issued shall implement appropriate best management practices (BMPs) to prevent the discharge of pollutants, to the maximum extent practicable, from the site into the city storm drain system or natural surface waters.

B. New development and redevelopment projects shall be required to implement post-construction BMPs to control the volume, rate, and potential pollutant load of stormwater runoff, including, but not limited to, requirements to minimize the generation, transport and discharge of pollutants. The owners or operators of facilities required to implement post-construction BMPs shall enter into a written maintenance agreement with the city for maintenance of such features pursuant to Section 8.20.150.

C. Notwithstanding the presence or absence of requirements promulgated pursuant to subsections A and B of this section, any person engaged in activities or operations, or owning or operating facilities or property which will or may result in pollutants entering the city storm drain system or natural surface waters shall implement

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BMPs to the maximum extent practicable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide at the owner's or operator's expense all reasonable protection from discharge of prohibited materials or other pollutants into the city storm drain system or natural surface waters.

D. Any facility which demonstrates to the satisfaction of the administrator that it is in compliance with a state or federal NPDES permit waste discharge requirements or waiver from waste discharge requirements for stormwater discharges shall be deemed to have met the requirements of this chapter.

(Ord. 1807 § 1, 2015)

§ 8.20.270. Administrative rules and regulations.

A. The administrator shall have the authority to implement all provisions of this chapter by promulgation of rules and regulations that are consistent with this chapter.

B. Any rules and regulations proposed by the administrator, or amendments thereof, shall be set for public hearing by the board of supervisors. The board may adopt such rules and regulations by resolution. Notice of said hearing shall be published in a newspaper of general circulation 10 calendar days before the public hearing. Such notice shall provide a reasonable summary of the content of the rules and regulations. In addition, the administrator shall make a reasonable effort to identify, notify, and provide copies to any industries that are specifically designated by the administrator as subject to the proposed rules or regulations. However, neither the failure of the administrator to provide such notice nor the failure to receive individual notice shall exempt an industry from a rule or regulation. No rules or regulations adopted by the board of supervisors, or amendments thereof, shall be enforced or become effective until 30 calendar days following their adoption.

(Ord. 1807 § 1, 2015)

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Article 6
Inspection and Monitoring

§ 8.20.280. Authority to enter and inspect.

A. The administrator, or the administrator's representative, has authority to conduct inspections related to purposes of implementing this chapter on private or public property. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of the chapter, including, but not limited to, visual evidence of an actual or potential violation of any provision of this chapter, complaints received, knowledge or physical evidence of subject activities or other pollutant sources, random sampling, sampling in areas with evidence of stormwater contamination, illicit connections, discharge of nonstormwater to the city storm drain system or natural surface waters, or similar factors.

B. In the event the owner, occupant or operator refuses the administrator, or the administrator's representative, entry to said property for purposes of conducting an inspection to determine compliance with this chapter, the administrator is hereby empowered to seek assistance from any court of competent jurisdiction to obtain such entry by the use of an administrative inspection warrant or a criminal search warrant.

C. Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever the administrator has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter, the administrator or his or her designee may enter such premises at all reasonable times to inspect the same and to inspect and copy records relating to compliance with the provisions of this chapter. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the administrator is hereby authorized to seek assistance from any court of competent jurisdiction to obtain such entry.

(Ord. 1807 § 1, 2015)

§ 8.20.290. Authority to sample and test.

Authorization is hereby given the administrator to enter private property and to take any samples and perform any testing deemed necessary to aid in the pursuit of an investigation and to record site activities. Notwithstanding Section 8.20.240(F) of this chapter, which requires the person owning, occupying, or operating the premises at his expense to supply the administrator samples and testing results upon written notice, this section gives the administrator the authority to enter private property and take such samples and perform such tests deemed necessary in a stormwater violation investigation.

(Ord. 1807 § 1, 2015)

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§ 8.20.300. City inspection of stormwater conveyance system.

City staff will inspect and monitor the stormwater conveyance system to determine if illicit connections are present and if illicit discharges are entering the stormwater conveyance system, city storm drain system, or natural surface waters. If illicit discharges are detected, city staff will inspect the system to determine the source of the illicit discharge. City staff will notify the administrator upon the detection of illicit connections and illicit discharges so that the provisions of this chapter can be implemented. Regular inspection of the stormwater conveyance system may also include periodic sampling of the stormwater to monitor its quality. The city may impose a fee (based upon a fee schedule adopted pursuant to Section 8.20.310) for inspections of private stormwater collection system discharges to the city system.
(Ord. 1807 § 1, 2015)

§ 8.20.310. Fee structure authorized.

The administrator may collect fees, if adopted by the city council, to provide for the recovery of the city's costs associated with complying with the small MS4 general permit. The costs to the city include staff time to prepare and develop the various stormwater program elements, conduct inventories and inspections, and enforce the regulatory functions associated with implementation of this chapter.
(Ord. 1807 § 1, 2015)

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Article 7
Violations, Enforcement and Abatement

§ 8.20.320. Violations.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. A violation or failure to comply with any of the requirements of this chapter shall be subject to enforcement actions pursuant to Title 2 of the Oroville Municipal Code.
(Ord. 1807 § 1, 2015)

§ 8.20.330. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance as defined in Title 9 of this Code and may be summarily abated or restored by the city at the violator's expense, and/or civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the city.
(Ord. 1807 § 1, 2015)

§ 8.20.340. Compliance with an existing NPDES permit.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the administrator; prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or at any other reasonable time as determined by the administrator.
(Ord. 1807 § 1, 2015)

§ 8.20.350. Potential violation of the Federal and/or State Stormwater Acts.

Any person who violates any provision of this chapter or any provision of any requirement issued pursuant to this chapter may also be in violation of the Clean Water Act and/or the Porter-Cologne Water Quality Control Act and may be subject to sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this chapter may also include written notice to the violator of such potential liability.
(Ord. 1807 § 1, 2015)

§ 8.20.360. Enforcement authority.

A. Any person who violates a provision of this chapter is subject to either administrative, civil, or criminal liability as provided in the Oroville Municipal Code.

B. The administrator is granted the authority to use any of the provisions of Sections 8.20.390 through 8.20.410 where appropriate, and/or Title 2 and Title 9 to correct

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violations of and to secure compliance with the provisions of this chapter.
(Ord. 1807 § 1, 2015)

§ 8.20.370. Notice of violation.

A. Whenever the administrator determines that any person has violated this chapter, or that a violation may occur, the administrator may provide a warning to the person responsible for the condition giving rise to such violation or potential violation. At the administrator's discretion such warning may include the distribution of educational materials to assist in future compliance with this chapter. Issuance of a warning shall not be a requirement prior to using any enforcement provisions of this chapter.

B. Whenever the administrator determines that a violation has occurred, or may occur, the administrator may serve a notice of noncompliance to any person responsible for the violation or potential violation as specified in Title 2. Each notice of noncompliance may also contain the following information:

1. The date of the violation;

2. The address or a definite description of the location where the violation occurred;

3. The chapter section violated and a description of the violation;

4. A description of how the violation can be corrected;

5. A time limit by which the noncompliance shall be corrected;

6. A description of further enforcement and/or corrective actions to be taken by the city if noncompliance is not fully corrected by the time limit;

7. The name and signature of the individual preparing the notice of noncompliance; and

8. Notice of potential liability under the Clean Water Act or Porter-Cologne Water Quality Act.

C. In lieu of or following the procedures set forth in subsections A and B of this section, if the administrator finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the administrator may order compliance by issuing a written notice of violation as specified in Title 2 to the responsible person. Such notice may also require without limitation the following:

1. The performance of monitoring, analyses, and reporting;

2. The elimination of illicit connections or discharges;

3. The violating discharges, practices, or operations shall cease and desist;

4. The abatement or remediation of stormwater pollution or contamination and the restoration of any affected property;

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5. Payment of a fine to cover administrative and remediation costs;

6. The implementation or maintenance of source control facilities or treatment BMPs;

7. Notice of potential liability under the Clean Water Act or the Porter-Cologne Water Quality Act;

8. The completion of required maintenance of a private watercourse pursuant to Section 8.20.120.

D. If abatement for a violation and/or restoration of affected property is required, notices and deadlines for remediation or restoration shall be as specified in Title 2. Notices shall further advise that, should the violator fail to remedy or restore within the established deadline, the work will be done by the city or a contractor designated by the administrator and the expense thereof shall be charged to the violator pursuant to Section 8.20.400.

(Ord. 1807 § 1, 2015)

§ 8.20.380. Appeal.

Any person receiving a written notice of violation under Section 8.20.370, or aggrieved by any other action or determination of the administrator, may appeal by filing a written notice of appeal as specified in Title 2. The appeal must be filed within 30 calendar days of the notice, action or determination.

(Ord. 1807 § 1, 2015)

§ 8.20.390. Abatement by city.

If the violation has not been corrected pursuant to the requirements set forth in Section 8.20.370, or in the event of a denial of an appeal under Section 8.20.380, then city staff or a contractor designated by the administrator may enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the administrator or designated contractor to enter upon the premises for the purposes set forth above. In the event the person, owner, agent or person in possession refuses the administrator or designated contractor said entry, the administrator is hereby empowered to seek assistance from any court of competent jurisdiction to obtain such entry.

(Ord. 1807 § 1, 2015)

§ 8.20.400. Charging cost of abatement and liens.

After abatement of the nuisance by the city, the administrator shall notify the property owner of the cost of abatement, including administrative costs pursuant to Title 9. The bill shall also state that failure to pay the abatement and administrative costs within 30 days from service of the bill may result in the recording of a lien and the placement of a special assessment against the property pursuant to Title 9 and/or as provided for by state law.

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(Ord. 1807 § 1, 2015)

§ 8.20.410. Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the administrator may impose upon a violator alternative compensatory action, including, but not limited to, performing storm drain stenciling or marking, attendance at compliance workshops or creek cleanups, or other activities that raise awareness of stormwater pollution.
(Ord. 1807 § 1, 2015)

§ 8.20.420. Urgency abatement.

The administrator is authorized to require immediate abatement of any violation of this chapter that constitutes an immediate threat to the health, safety or well being of the public. If any such violation is not abated immediately as directed by the administrator, the city is authorized to enter onto private property and to take any and all measures required to remedy the violation. In the event the person, owner, agent or person in possession refuses the administrator or designated contractor said entry, the administrator is hereby empowered to seek assistance from any court of competent jurisdiction to obtain such entry. Any expense related to such remediation undertaken by the city shall be fully reimbursed by the property owner and/or responsible party.
(Ord. 1807 § 1, 2015)

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Attachment B – Photos of Typical Driveway Culvert Conditions

The following image placeholders represent typical field conditions observed during inspections of driveway culverts throughout the City of Oroville.







Attachment C – Staff Recommendation

Staff recommend the City of Oroville include language in the Municpal Code clarifying the property owner's responsibility to maintain their driveway culvert even if it falls within the public right-of-way.

1. Legal and Liability Reasons
    a. Private Benefit vs. Public Purpose
        i. Driveway culverts primarily serve private access—they allow a property owner to cross a roadside ditch to reach their driveway.
        ii. Because the benefit is private, it's legally reasonable (and standard across California) for the property owner to be responsible for installation and upkeep.
        iii. If the City were to maintain them, it could blur the line between public and private responsibilities, opening the door to claims of "selective service" or "implied acceptance" of private infrastructure.
    b. Limiting City Liability
        i. When a City takes responsibility for maintaining driveway culverts, it assumes potential liability for any flooding, erosion, or property damage resulting from improper maintenance or blockage.
        ii. If the owner maintains the culvert, liability for property impacts largely remains with the private party.
2. Fiscal and Resource Reasons
    a. Volume and Cost
        i. Cities often have hundreds or thousands of driveway culverts.
        ii. If the City assumed maintenance for all, it would consume enormous staff time and budget for inspection, cleaning, and replacement — often for pipes that only serve private driveways.
        iii. It's simply not financially sustainable for most municipalities, particularly those with small Public Works crews and large networks of roadside ditches.
    b. Prioritization of Public Infrastructure
        i. The City's resources should remain focused on public drainage infrastructure (mainlines, inlets, channels, culverts under public roads).
        ii. Driveway pipes are considered appurtenant to private use and not essential to the City's core storm system function.
3. Engineering and Functional Reasons
    a. Access Control and Consistency
        i. Requiring owners to maintain their culverts ensures that they also obtain an Encroachment Permit before replacing or modifying them.
            1. That keeps the City in control of:
                a. Pipe size and material,
                b. Flowline elevation,

c. Headwall design,
d. Grading and driveway tie-ins.

b. Preventing System Impacts
    i. Poorly maintained driveway culverts can clog and back water into the roadway or adjacent properties.
    ii. By making maintenance the owner's duty, the City can enforce compliance through code enforcement if needed, rather than having to perform and fund the work itself.

4. Policy and Precedent Reasons
    a. Consistency with Other Jurisdictions
        i. Nearly every nearby city and county (e.g., Butte County, Red Bluff, Chico, Yuba City) places driveway culvert responsibility on property owners.
        ii. Following the same standard reduces confusion and helps defend the City's policy if challenged.
    b. Clear Lines of Responsibility
        i. It's easier to enforce a consistent, written policy (e.g., "Driveway culverts are private improvements subject to Encroachment Permit") than to decide case-by-case.
        ii. Ambiguity leads to complaints and inconsistent expectations.
5. Practical Implementation
    a. The City can support this approach by:
        i. Requiring an Encroachment Permit for installation or replacement;
        ii. Citing the Oroville Municipal Code §12.12 (Frontage Improvements) and §8.20 (Stormwater Management) for enforcement authority;
        iii. Including clear standard drawings (pipe diameter, end treatment, materials) in the City's Improvement Standards;
        iv. Issuing notices to correct if a culvert becomes obstructed or fails.

Attachment D – Draft Policy Framework Summary

Driveway Culvert Maintenance Policy Options

Background

Driveway culverts provide access from private properties to public roadways while allowing roadside ditches to convey stormwater. Over time, many culverts within the City of Oroville have deteriorated or become obstructed with sediment and debris. This has resulted in localized flooding, erosion, and drainage inefficiencies.

The City's Municipal Code and Public Works Standards do not currently define clear maintenance responsibility for driveway culverts located within the public right-of-way but serving private driveways. The following framework outlines three potential approaches for establishing a consistent and enforceable policy.

Option 1: Private Responsibility (Status Quo)

Property owners remain responsible for the maintenance, cleaning, repair, and replacement of their driveway culverts, consistent with their responsibility to maintain private driveways and approaches.

- Key Elements:
  • Culverts are treated as private appurtenances, even when located within the public right-of-way.
  • Property owners must keep culverts clear and in good working condition.
  • The City may issue notices to property owners when a blockage or failure obstructs public drainage.
  • Emergency response by City crews would be limited to immediate threats to public safety or infrastructure.
- Implementation Steps:
  • Publish a Culvert Maintenance Notice or educational flyer for property owners.
  • Develop a simple Right-of-Way Work Permit for private culvert replacement.
  • Ensure driveway culvert improvement standards are up to date.
  • Add a section to the Municipal Code clarifying shared maintenance responsibility.

Advantages: Low fiscal impact; maintains private responsibility and limits City liability.

Disadvantages: Enforcement challenges when property owners do not act; public perception that the City should intervene.

Option 2: Shared Responsibility

The City retains the expectation that property owners maintain their culverts, but the City may assist or intervene when blockages or failures impact the public drainage system or pose a safety hazard.

- Key Elements:

  - Property owners are responsible for routine maintenance.
  - The City may perform emergency cleaning or replacement if a culvert failure affects public drainage, with costs recoverable from the property owner.
  - A cost-sharing model could be developed for replacements (e.g., City provides labor; property owner provides materials).
  - Standard design, size, and material specifications would apply to all replacements.
- Implementation Steps:
  - Develop an Administrative Policy defining emergency intervention criteria.
  - Establish a Cost Recovery Procedure through billing or assessment.
  - Update Public Works Standards to define acceptable culvert materials.
  - Add a section to the Municipal Code clarifying shared maintenance responsibility.

Advantages: Flexibility to address drainage concerns; shared cost; improved public safety.

Disadvantages: Requires staff time; modest recurring fiscal impact.

Option 3: City-Assumed Maintenance (Public Drainage Function)

The City assumes maintenance and replacement responsibility for driveway culverts that are integral to the public drainage system—specifically, culverts located within continuous roadside ditches or connected to public storm drain infrastructure.

- Key Elements:
  - City maintains all qualifying culverts within the public right-of-way.
  - A permitting process ensures that any new or replaced culverts meet City standards.
  - The City performs routine inspections and cleaning as part of its stormwater maintenance program.
  - A capital replacement schedule is developed based on condition assessments.
- Implementation Steps:
  - Conduct a Citywide Inventory of driveway culverts (GIS-based).
  - Adopt Culvert Design and Maintenance Standards within the City's Public Works Standard Details.
  - Amend the Municipal Code to define City responsibility for public drainage facilities.
  - Adjust annual storm drainage maintenance budgets accordingly.

Advantages: Proactive management; reduces liability; centralizes asset tracking.

Disadvantages: Higher fiscal impact; expands City responsibilities.

Next Steps (Following Council Direction)

Depending on Council preference, staff will:

1. Draft a formal Driveway Culvert Maintenance Policy for adoption by resolution.
2. Propose any necessary Municipal Code or Public Works Standard updates.
3. Develop a communication plan for informing property owners of their responsibilities.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **CITY PARK DESIGNATION**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall consider taking action to work towards designating the permissible area along the "levee area" along the Feather River from the Highway 70 Bridge to the Fish Ladder, a City Park. Designating this area a City Park may assist in addressing illegal dumping activities.

DISCUSSION

The City of Oroville's Code Enforcement Division in partnership with Oroville Police and Public Works currently spends significant time each day patrolling the Feather River levee and removing illegal dumping and debris, including hazardous waste, plastics, abandoned materials, and human waste.

At the October 7, 2025 City Council meeting, your Council approved sending a letter to Governor Newson seeking assistance in addressing this matter.

Staff have had discussions internally and with partner agencies (Feather River Recreation and Park District, Department of Water Resources, California Highway Patrol) about the benefits of designating this area a City Park. Park designation could lead to restrictive hours, higher visibility and potential access to State or federal grants.

Currently, there are portions of the "levee area" that are owned privately (individual parcels) and by the State Land Commission (below the high-water mark). This land ownership matter would need to be looked into further.

FISCAL IMPACT

To be determined. Initially just staff time.

ACTION REQUESTED -

DIRECT STAFF TO DO FURTHER ANALYSIS.

ATTACHMENTS
None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **AMENDMENT TO OMC CHAPTER 5.06 – ALIGN BID BILLING/DUE DATES WITH BUSINESS LICENSE FEES; REPLACE NEW-BUSINESS WAIVER WITH PRORATION**

DATE: **OCTOBER 21, 2025**

SUMMARY

The City Council shall conduct a public hearing and consider introducing an ordinance amending Oroville Municipal Code (OMC) Chapter 5.06 (Downtown Oroville Business Improvement District) to:

1. Align the collection of BID assessments with business license fees by making BID assessments due January 31 each year (billed January 1), and
2. Replace the existing first-year new-business waiver with a proration method based on the number of months remaining in the calendar year, counting the initiation month as a full month.
   (Existing provisions to be amended: OMC § 5.06.070 and OMC § 5.06.080.)

DISCUSSION

OMC Chapter 5.06 establishes the Downtown Oroville Business Improvement District (BID). Under current code, BID assessments are billed January 1 and collected July 1 (OMC § 5.06.080), while business license fees are due January 31. Current OMC § 5.06.070 provides a first-period waiver for new businesses within the district.

Proposed changes.

- § 5.06.080 (Collection) – Revised so the BID assessment is billed January 1 and due January 3**1** of the same calendar year, concurrent with the business license due date.
- § 5.06.070 (New businesses) – Replaced with a proration formula: (annual assessment ÷ 12) × number of months remaining in the calendar year, counting the initiation month as a full month. “Initiation” is the date of business-license issuance. (No proration for ownership/location changes of existing businesses.)

Aligning due dates simplifies compliance for businesses, reduces staff time managing an off-cycle collection, and provides earlier revenue availability for BID programming. Proration ensures new businesses contribute proportionally to the period of benefit in their first year.

Because the assessment framework's timing and first-year treatment are being modified, this action requires a public hearing and protest procedures consistent with OMC Ch. 5.06 and the state enabling law (Parking and Business Improvement Area Law of 1989). Staff has prepared a public hearing notice for publication/posting.

If introduced and later adopted, the ordinance takes effect 30 days after adoption. The first unified January billing cycle will be the first January occurring after the effective date. Staff will publish guidance and examples for proration.

FISCAL IMPACT

Minimal administrative costs for ordinance preparation, noticing, and hearing are absorbable in existing budgets. The BID organization should benefit from earlier cash flow. Replacing the waiver with proration will modestly increase first-year collections from newly established businesses.

ACTION(S) REQUESTED -

1. **OPEN AND CONDUCT A PUBLIC HEARING ON THE PROPOSED ORDINANCE;**
2. **INTRODUCE, READ BY TITLE ONLY, AND WAIVE FURTHER READING OF AN ORDINANCE AMENDING OMC § 5.06.070 AND OMC § 5.06.080 AS DESCRIBED; AND**
3. **DIRECT STAFF TO RETURN AT THE NEXT REGULAR MEETING FOR ADOPTION AND TO IMPLEMENT ASSOCIATED ADMINISTRATIVE UPDATES.**

ATTACHMENTS

1. Draft Ordinance (Clean)
2. Staff Exhibit: OMC §§ 5.06.070 & 5.06.080 (provisions affected)

Title 5. Business Licenses and Regulations

Chapter 5.06. DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT

§ 5.06.010. Definitions.

To distinguish between district businesses and for the purpose of calculating and applying the amount of assessments owed, the following definitions shall apply:

"Billing period" shall refer to the fiscal year, commencing July 1 of the initial year and each and every year thereafter unless disestablished per Section **5.06.130** of this chapter.

"Financial" includes banks, savings & loans, credit unions, etc.

"Fiscal year" means July 1st to and including June 30th of the following calendar year.

"Professional" includes attorneys, architects, accountants, engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in a medical/health service field, consultants, real estate brokers, financial advisors, laboratories (including dental and optical), hearing aid services, artists, photographers and designers.

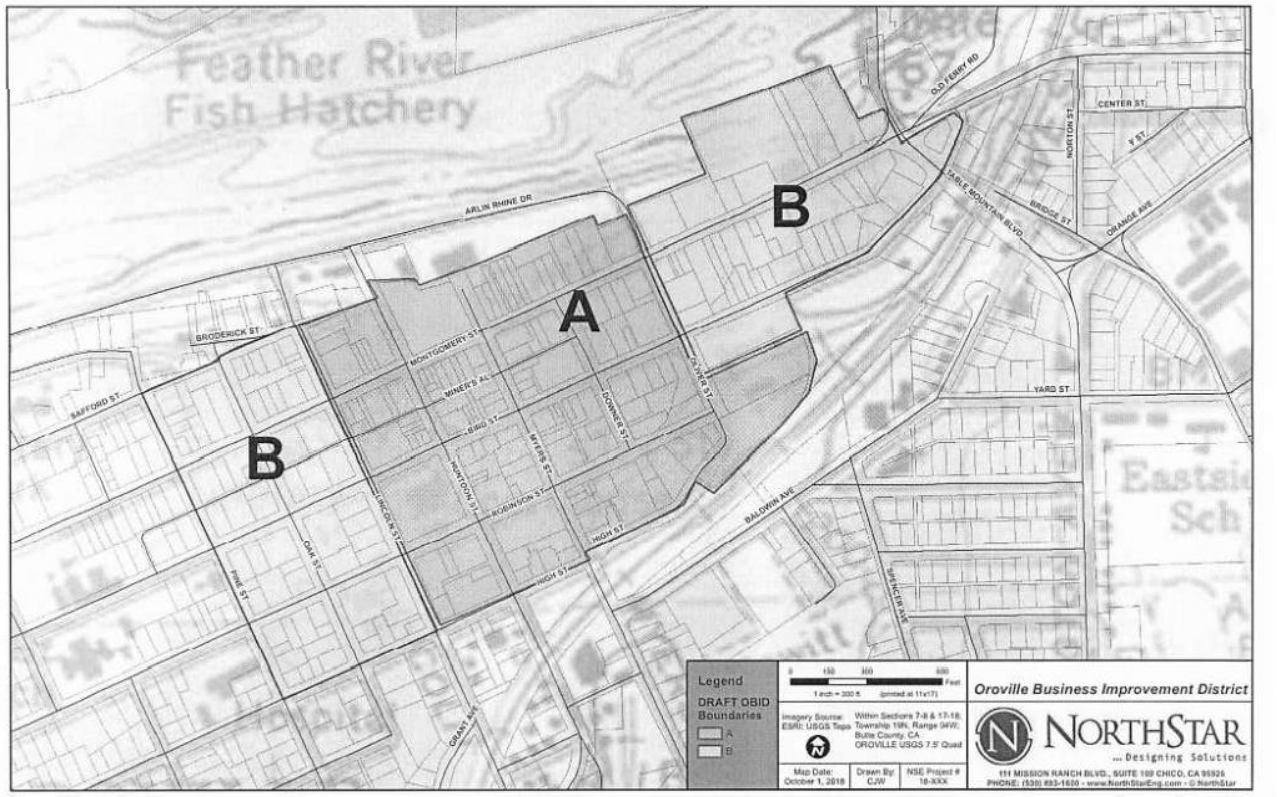
"Restaurants" include cafes, eating establishments, sandwich shops, dinner houses, restaurants and fast food services and other similar businesses.

"Retail businesses" include all businesses not covered by other definitions set out in this section, at least 50% of whose gross income is derived from "retail sales" as that term is defined under the California Sales and Use Tax Law. The fact that a substantial part of its business consists of sales other than retail sales does not exclude said business from this classification so long as such other business component does not account for more than 50% of said business' gross income.

"Sales and service" businesses include businesses that combine retail and product services. Examples are appliance stores, most automotive-oriented businesses, repair shops, repairing and servicing businesses and service stations. Other businesses of a general service-type nature such as personal care salons, lodging, general office, news and advertising media, printers, renting and leasing businesses, utilities, vending machine businesses, household finance companies, entertainment businesses and other similar businesses not otherwise included in this section.
(Ord. 1839 § 1, 2019)

§ 5.06.020. Establishment of boundaries.

A Parking and Business Improvement District is hereby established pursuant to the Parking and Business Improvement Area Law of 1989, **Streets and Highways Code** Section 36500 et seq. The boundaries of the district and the benefit zones within the district shall be as set forth on Exhibit "A". This district shall be known as the "Downtown Oroville Business Improvement District," (the "District").



(Ord. 1839 § 1, 2019)

§ 5.06.030. Establishment of district board of directors.

There shall be a board of directors ("board") of the district to administer the affairs of the district. Said board shall be constituted of businesses within the district. Within the board there shall be a president, vice-president, secretary and treasurer elected by the membership, and such other officers as deemed necessary by the board. Such other officers shall be appointed by the board of directors at their discretion. All voting within the district regarding election of board members and any actions regarding the normal and routine conducting of district business shall be based on one vote per assessed dollar, and said business must be current in payment of their district assessment(s) to participate in such votes.
(Ord. 1839 § 1, 2019)

§ 5.06.040. Establishment of benefit assessment.

All businesses, trades, and professionals located within the district shall, commencing July 1, 2019, pay an annual benefit assessment to the district in the following amounts:

Zones of Benefit:	Zone A	ZoneB
Retailers and restaurants	(Small) $250	$150
	(Large) $350	$150
Service Businesses	$200	$100
Professional Businesses	$200	$100
Financial	$500	$500

A. The average benefit assessment is $196.37 per year.

B. Zones of benefit are determined by the map in Exhibit A of the resolution of intent.

C. Size category is determined by number of full-time employees as follows:

1. Small is 1-3 full-time employees including owner

2. Large is 4 or more full-time employees including owner.

D. Business type definitions are as follows:

1. Retail and Restaurant. Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods.

2. Service Businesses. Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, lodging businesses, entertainment businesses such as theaters, etc.

3. Professional Businesses. Includes architects, engineers, attorneys, dentists, doctors, accountants, optometrists, realtors, insurance offices, mortgage brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

4. Financial Institutions. Includes banking and savings and loan institutions as well as credit unions, etc.

(Ord. 1839 § 1, 2019)

§ 5.06.050. Purpose and use of benefit assessments.

The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the district are to be determined by the board of directors of the ODBA, but initially 40% to civic beautification and signage programs and 60% to commercial marketing and special events, generally as follows:

A. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of 5 years or more including, but not limited to, the following improvements:

1. Benches;

2. Trash receptacles;

3. Decorations;

4. Facade improvements;

5. Permanent landscaping.

B. Activities including, but not limited to, the following:

1. Promotion of public events which benefit businesses in the area and which take place on or in public places within the area;

2. Furnishing of music in any public place in the area;

3. Any other activities which benefit businesses located and operating in the area, including, but not limited to, downtown markets, commercial marketing, advertising and promotional programs.

(Ord. 1839 § 1, 2019)

§ 5.06.060. Exclusions from benefit assessment.

No person or business within the district shall be required to pay an assessment based on: (a) a residenti use of the property within the district; or (b) a nonprofit organization as defined by Section 501 (C) (3) (C) (6) of the Internal Revenue Service Code.
(Ord. 1839 § 1, 2019)

§ 5.06.070. New business assessment ~~waiver~~proration.

Any new business established within the district shall pay a prorated assessment for the billing period during which said business is initiated. The proration shall be calculated as **(annual assessment ÷ 12) × the number of months remaining in that calendar year**, with the month of initiation counted as a full month. The business will be considered initiated on the date of issuance of the business license. This proration shall not apply to an existing business that has changed ownership or location within the district. The City shall supply the district with timely information regarding new businesses initiated within the district."

~~Any new business established within the district shall not be required to pay an assessment for the billing period during which said business is initiated. The business will have been considered initiated on the date of issuance of the business license. This waiver shall not apply to an existing business that has changed ownership or location within the district. The city agrees to supply the district with timely information regarding new businesses initiated within the district.~~
(Ord. 1839 § 1, 2019)

§ 5.06.080. Collection of benefit assessment.

The benefit assessment authorized by Section 5.06.040 for Oroville businesses shall be **billed each calendar year on January 1** and shall be **due and payable on January 31** of the same calendar year, concurrent with the due date for business license fees. The City will bill and collect the assessments, at no charge to the district, and forward all funds collected to the district within thirty (30) days of collection."

~~The benefit assessment authorized by Section **5.06.040** for Oroville businesses shall be billed each calendar year on January 1, and collected on July 1. The city will bill and collect the assessments, at no charge to the district and forward all funds collected to the district within 30 days of collection.~~
(Ord. 1839 § 1, 2019)

§ 5.06.090. Voluntary contributions to district.

Contributions to the district shall be permitted on a voluntary basis. The boundary of the district shall not be modified as a result of the contribution. Said contributing business may be considered a member of the district for voting or other purposes upon approval by the board of directors. However, said business making a voluntary contribution may be entitled to participate in the programs of the district upon a finding by the board of directors that the district derives a benefit from said business' participation in the program.
(Ord. 1839 § 1, 2019)

§ 5.06.100. Annual budget process.

Pursuant to the act, it shall be necessary for the district board of directors to present an annual budget for city council review and approval prior to the beginning of each fiscal year. The purpose of this process is to comply with the act provisions regarding public notice and hearing prior to establishing the benefit assessments for the following fiscal year. The city shall not adopt, modify or otherwise amend any fiscal

year budget of the district that is inconsistent in any way with said fiscal year's budget as agreed to ar presented by the district board of directors except in the case of a written majority protest (regardin elimination or modification of any specific budget item) from business owners which will pay 50% or more of the assessments proposed to be levied as to any specific budget item pursuant to California **Government Code** Section 36525 (b). In such case the written protest regarding any specific budget item shall be grounds to eliminate or modify said expenditure from the district's proposed budget pursuant to the written protest.
(Ord. 1839 § 1, 2019)

§ 5.06.110. Decisions regarding expenditure of funds.

As provided for within the guidelines of Streets and Highways Code Section 36500 et seq. (SB 1424 - Parking and Business Improvement Law of 1989, Chapter 2), decisions of the district board of directors regarding expenditure of all funds generated under this program shall be final.

(Ord. 1839 § 1, 2019)

§ 5.06.120. District proceeds do not offset city services.

City specifically finds and declares that the funds derived from the district shall not be used to offset or diminish current maintenance, capital improvement programs, including, but not limited to, public property and sidewalk cleaning, street cleaning and maintenance, tree maintenance, restroom cleaning and maintenance. The city declares its intent to provide at least the same level and standard of maintenance and repair of public property within the district providing city funds are available from year to year.
(Ord. 1839 § 1, 2019)

§ 5.06.130. Disestablishment of the district.

Proceeding to disestablish the district shall be initiated by the city council following the presentation of a petition to the city council signed by business owners paying 50% or more of the assessments levied in the district. Proceedings to disestablish the district shall follow the procedures set forth in California **Government Code** Section 36550. The city council shall disestablish the district if, following the public hearing prescribed in California **Government Code** Section 36550(b), written protests are not withdrawn as to reduce the protests below the 50% level. In the event of disestablishment of the district, remaining revenues of the district shall be refunded to paying business owners in a pro-rata manner calculated in the same manner as was used to establish the most recent assessments applied in the district.
(Ord. 1839 § 1, 2019)

ORDINANCE NO. 1839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 5.06 OF THE OROVILLE MUNICIPAL CODE (DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT) REGARDING BILLING/DUE DATES AND NEW-BUSINESS PRORATION

The City Council of the City of Oroville does ordain as follows:

SECTION 1. Amendment of OMC § 5.06.070 (New Businesses).

OMC § 5.06.070 is amended in its entirety to read as follows:

"5.06.070 – New business assessment proration.
Any new business established within the district shall pay a prorated assessment for the billing period during which said business is initiated. The proration shall be calculated as (annual assessment ÷ 12) × the number of months remaining in that calendar year, with the month of initiation counted as a full month. The business will be considered initiated on the date of issuance of the business license. This proration shall not apply to an existing business that has changed ownership or location within the district. The City shall supply the district with timely information regarding new businesses initiated within the district."

SECTION 2. Amendment of OMC § 5.06.080 (Collection of Benefit Assessment).

OMC § 5.06.080 is amended to read as follows:

"5.06.080 – Collection of benefit assessment.
The benefit assessment authorized by Section 5.06.040 for Oroville businesses shall be billed each calendar year on January 1 and shall be due and payable on January 31 of the same calendar year, concurrent with the due date for business license fees. The City will bill and collect the assessments, at no charge to the district, and forward all funds collected to the district within thirty (30) days of collection."

SECTION 3. CEQA.

The City Council finds this ordinance is not a project, or is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines § 15061(b)(3), because alignment of billing dates and implementation of a proration method has no potential for causing a significant effect on the environment.

SECTION 4. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares it would have adopted this ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of any one or more parts being declared invalid.

SECTION 5. Effective Date.

This ordinance shall take effect thirty (30) days after its adoption. The first unified January billing cycle shall be the first January occurring after the effective date of this ordinance.

SECTION 6. Certification.

The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published/posted as required by law.

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

_____ _____

Kayla Reaster, Asst. City Clerk **David Pittman, Mayor**

APPROVED AS TO FORM:

_____

David Ritchie, Asst. City Attorney

Business Assistance and Housing Development

SEPTEMBER 2025

Loan Portfolio Balance: $49,620,229.59

Number of Loans	338	Loans in Default	2
Late Payment Notices	1	Late Insurance Notices	0
Annual Inspections Complete	100%	Annual Certs Received	265, 2- incomplete, 17 not received

Loans in Default-2

1. 9 Midway. Notice of Default was recorded 12/30/2024. Letter sent to homeowner without response. Working on Staff Report for council Action. Payoff Sent to primary 5/1/25. Reconveyance was recorded 06/06/2025, City will start foreclosure process with Mid Valley Title. Mid Valley to set sale date by 10/8/2025.

2. 1708 Bluffs Dr.-Notice of Default Recorded by primary mortgage on 08/20/2025. Letter sent to homeowner.

Loan Portfolio Analysis

Rehab Loans: 29($991,673.31)	FTHB Loans: 274($19,068,006)
Economic Development Loans: 1($162,737)	Landscape Loans: 3 ($13,051)
Housing Development: 15 ($28,433,986)	City Employee Mortgage: 7 ($236,118)
Lease-to-Purchase: 4($352,397)	Payoff Requests Processed (2025): 21
Loans Repaid FY -24-25: 17	Payoff Received FY 24-25: $1,231,067
Loans Repaid FY -25-26: 5	Payoff Received FY 25-26: $323,472

First Time Home Buyer Program-City Program

Applications Received: 1	Applications under Review: 2
Loans Approved: 1	Loans Closed FY 24-25: 9
Loans Closed FY 25-26: 4	

First Time Home Buyer Program-County Program administered by City

Applications Received: 1	Applications under Review: 2

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

Owner Occupied Rehabilitation

Applications Received:2	Applications under Review: 6
Loans Approved:3	Rehab in Process: 3
Loans Closed FY 24-25: 2	Loans Closed FY 25-26: 3

Grants Submitted FY23-24 and 24-25

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

Current Project Highlights

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **construction has begun**.
2. Mission Esperanza-Construction is 98% complete. Still awaiting the installation of the dog kennel and signage. Esperanza Village initiated an soft opening until the remaining work is complete.

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **construction has begun**.
3. Neighborhood Cleanup Program- grant is 100% Expended. Closeout to Council 10/7/2025.
4. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration. Estimate 10% expenditure by the end of year 2025.
5. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy. City engineer requesting PGE move some poles on site.
6. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval. Pending.
7. Website update in progress
8. Staff in the process of reviewing the 2025 CDBG NOFA that was released 9/24/205. Public hearing to determine application submittals to be scheduled.
9. Staff in the process of preparing a HOME Program Income Application to utilize funds for Homeownership Assistance.