



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**August 01, 2023
REGULAR MEETING
OPEN SESSION 4:00 PM
AGENDA**

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

OPEN SESSION

1. Pledge of Allegiance
2. Adoption of Agenda

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 - 4** 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. TEMPORARY ALLOCATION OF SECOND ASSISTANT CITY CLERK POSITION

The Council may consider temporarily adding a second Assistant City Clerk allocation.

RECOMMENDATION

Staff recommends the approval of the temporary allocation of a second Assistant City Clerk position.

2. MEMORANDUM OF UNDERSTANDING WITH OROVILLE UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER

The Council may consider a Memorandum of Understanding with the Oroville Union High School District (OUHSD) for a full-time School Resource Officer (SRO).

RECOMMENDATION

Adopt Resolution No. 9167 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT FOR A FULL-TIME SCHOOL RESOURCE OFFICER FOR THE 2023/2024, 2024/2025, and 2025/2026 SCHOOL YEARS– (Agreement No. 3252-2).

3. MEMORANDUM OF UNDERSTANDING WITH THERMALITO UNION ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER

The Council may consider a Memorandum of Understanding with the Thermalito Union Elementary School District for a School Resource Officer (SRO).

RECOMMENDATION

Adopt Resolution No. 9168- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE THERMALITO UNION ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS– (Agreement No. 3254-2).

4. VEHICLE PURCHASES

The Council may consider two vehicle purchases: one 2023 Ford F150 Super Cab 4x4 for the Streets Department and one 2023 Ford Escape for the Building Department.

RECOMMENDATION

Approve the purchase of (1) 2023 F150 Super Cab 4x4 and (1) 2023 Ford Escape from Oroville Ford.

REGULAR BUSINESS

5. SERVICES AGREEMENT WITH SUTTER BUTTES FLOOD CONTROL AGENCY

The Council may consider entering a Services Agreement with Sutter Buttes Flood Control Agency (SBFCA) to provide assistance with managing the City's flood risk reduction efforts on a on-call Task Order basis.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to execute a Services Agreement with SBFCA.

6. CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR MISSION ESPERANZA PALLET SHELTER DEVELOPMENT PROJECT

The Council may consider accepting the proposal from Butte Construction Company and consider approval of a project contract for the Mission Esperanza (Low-barrier Navigation Center and Shelter) Development.

RECOMMENDATION

Approve Res. No. 9172 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH BUTTE CONSTRUCTION COMPANY, AND AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE PROPOSED Mission Esperanza Project IN THE AMOUNT OF \$1,968,000 and a 10% contingency in the amount of \$196,800 (total \$2,164,800) should any deficiencies be discovered during the project.

Authorize the City Administrator to modify or amend the Butte Construction Company contract to include any additional amenities, alternatives or needs that the project may have, contingent upon funding availability.

7. OROVILLE CHAMBER OF COMMERCE ANNUAL BBQ

The Council will consider the authorization for the purchase of one or two sponsor tables at the 2023 Oroville Chamber of Commerce Annual BBQ to be held on August 17, 2023

RECOMMENDATION

Authorize Staff to purchase one or two tables for the city at the 2023 annual BBQ.

8. ANNUAL SPECIAL TAX FOR THE CITY’S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2023/24

The City Council will consider the annual special tax relating to the City’s Community Facilities Districts (“CFD’s”): No. 2006-1 and No. 2006-2.

RECOMMENDATION

Adopt Resolution No. 9170 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2023/24

Adopt Resolution No. 9171 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2023/24

Authorize the Mayor to sign the Proposition 218 or Compliance Certification and Hold Harmless Statement for inclusion on the 2023/24 Butte County Tax Roll.

9. ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2023-24 TAX ROLL

The Council may consider a Resolution certifying that the Sewer Service charges to be levied on the 2023-24 tax roll are in compliance with Proposition 218.

RECOMMENDATION

Adopt Resolution No. 9169 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY FOR FISCAL YEAR 2023–24 SEWER SERVICE CHARGES

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. ANNUAL USE OF “MILITARY EQUIPMENT” AS DEFINED IN THE OROVILLE MUNICIPAL CODE REPORT.

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on August 15, 2023 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: TEMPORARY ALLOCATION OF SECOND ASSISTANT CITY CLERK
POSITION**

DATE: AUGUST 1, 2023

SUMMARY

The Council may consider temporarily adding a second Assistant City Clerk allocation.

DISCUSSION

In anticipation of the departure of the City's current Assistant City Clerk, staff request the temporary addition of a second allocation of this position. This will allow for a new Assistant City Clerk to be retained and begin the process of getting up to speed on the various duties and responsibilities associated with this job.

FISCAL IMPACT

The position of the Assistant City Clerk has a salary range of \$61,117/year to \$85,998/year. The additional cost will vary depending on where on the salary range the individual is hired at and how long we retain the two allocations. When the second allocation is no longer needed, that allocation will be deleted. There are sufficient appropriations in the current budget.

RECOMMENDATION

Staff recommends the approval of the temporary allocation of a second Assistant City Clerk position.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND OROVILLE COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: MEMORANDUM OF UNDERSTANDING WITH OROVILLE
UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE
OFFICER**

DATE: AUGUST 1, 2023

SUMMARY

The Council may consider a Memorandum of Understanding with the Oroville Union High School District (OUHSD) for a full-time School Resource Officer (SRO).

DISCUSSION

The Oroville Police Department has successfully partnered with the Oroville Union High School District to establish the School Resource Officer (SRO) Program. This Program provides for dedicated full-time Police Officer to serve the Oroville Union High School District campuses. A School Resource Officer will be provided for the Oroville High School Campus, and the two alternative campuses. This contract is for three years, and was approved by the Oroville Union High School District at their June 13, 2023 meeting.

The Oroville Union High School District will contribute Eighty-Seven Thousand Five Hundred Dollars (\$87,500) per year for the salary and benefits of an Oroville Police Officer for the role of School Resource Officers for the 2023/24, 2024/25 and 2025/26 school years.

The Oroville Police Department will provide the Oroville Union High School District with an invoice quarterly for \$21,875.00 for a total of \$87,500.00 dollars per year.

FISCAL IMPACT

Expenditure reimbursement of \$87,500.00 will be included in the 2023/2024 Budget.

RECOMMENDATION

Adopt Resolution No. 9167 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT FOR A FULL-TIME SCHOOL RESOURCE OFFICER FOR THE 2023/2024, 2024/2025, and 2025/2026 SCHOOL YEARS– (Agreement No. 3252-2).

ATTACHMENTS

Resolution No. 9167
Agreement No. 3252-2

**CITY OF OROVILLE
RESOLUTION NO. 9167**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT FOR A FULL-TIME SCHOOL RESOURCE OFFICER FOR THE 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS

(Agreement No. 3252-2)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Memorandum of Understanding with Oroville Union High School District for full-time School Resource Officer Services. A copy of the Agreement is attached hereto.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 1, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OROVILLE POLICE DEPARTMENT
AND THE
OROVILLE UNION HIGH SCHOOL DISTRICT**

This Memorandum of Understanding will start on August 10th, 2023 will remain in effect until June 10th, 2026. The following is agreed to by the Oroville Police Department and the Oroville Union High School District:

- 1. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
- 2. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 3. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with Generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor of the Contractor's agents, personal employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

- 4. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

5. Termination.

5.1 With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 5.1.1.** material violation of this Agreement by the Contractor; or
- 5.1.2.** any act by Contractor Exposing the District to liability to others for personal injury or property damage; or
- 5.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing there service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

5.2. Reduction in District Funding. If the District has an unforeseen reduction in state funding, the District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day or mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

- 6. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' fees and costs, directly or

indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted or suffered by the Contractor under or in conjunction with this agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District at the Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the Proportionate percentage of Contractor's fault as determined by a court of competent Jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

- 7. Insurance.** The contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

7.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

7.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of Bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

7.3. Workers' Compensation and Employers' Liability Insurance. For all the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of Subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, Trustees, and Volunteers.

7.4. Other Insurance Provisions:

- 7.4.1.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

7.4.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers (“Additional Insureds”) are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operation of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

7.4.1.2. For any claims related to the projects, the Contractor’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor’s insurance and shall not contribute with it.

7.4.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

7.4.2. The Contractor’s Insurance shall apply separately to each insured against who claim is made of suit is brought, except with respect to the limits of the insurer’s liability.

7.4.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

7.4.4. Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

8. Limitation of District Liability. Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

EXHIBIT A

Scope of Services

This agreement is made between the Oroville Police Department and the Oroville Union High School District hereafter to be referred to as the “School District.”

The Oroville Police Department and the Oroville Union High School District recognize the need for a School Resource Officer (SRO) to be directly involved with the youth on the campus of Oroville High School and Prospect Alternative Center for Education. The School District is very aware of the potential for violence on school campuses; the widespread drug and alcohol use by students, both on and off school campuses; and the gang mentality sweeping the youth of today toward criminal behavior.

The purpose of the School Resource Officer is to be a liaison between the staff, faculty, students, and parents of the students at Oroville High School and Prospect Alternative Center for Education to promote a safe environment where an orderly educational process can take place.

The School Resource Officer Program will receive support beginning August 10, 2023 through June 10, 2026 or until 30-day written notice of termination is given by either party. This MOU is subject to review upon request by either party. The School Resource Officer will be available to the School District every regular day School is in session. When school is not in regular session, the School Resource Officer will be assigned to the Oroville Police Department.

The Oroville Police Department will provide the following services:

Under the Oroville Police Department Supervision, dedicate one full time Officer to Oroville High School and Prospect Alternative Center for Education. The schedules will be coordinated between the Oroville Police Department and Principal of Oroville High School and the Principal of Prospect Alternative Center for Education.

1. The officer will coordinate enforcement details targeting truancy and assist faculty and staff in the development of a proactive truancy enforcement program.
2. The Oroville Police Department will provide all necessary training that would improve the effectiveness of the officer.
3. The officer will participate in home visits to student truants along with outreach workers and monthly meetings of the Truancy Team to Coordinate with other Truancy prevention related services.
4. The officer will coordinate enforcement details with campus staff targeting students and problem areas involving vandalism, narcotics, fighting, reckless driving, loitering etc. The officer will

work with staff and the surrounding business community to target problems on or off campus involving students.

5. The officer will assist school staff with the development of yearly update, practice drills and implementation of the school's safety plan.
6. The officer may participate in the weekly school meetings and have weekly contact with school administrators.
7. The officer may also participate in other activities not specifically covered in the MOU such as the Every 15 Minutes Program that are mutually agreed upon by the Participating Agencies that fall within the total authorized hours/cost.
8. The Officer will provide quarterly reports regarding the number of citations, home visits/Probation sweeps, student and parent contacts, staff and classroom presentations, attend coalition meeting, and other related activities.
9. The term of this contract is (3) three years beginning August 2023.
10. The Oroville Police Department will provide a quarterly invoice to OUHSD for 21,875.00 dollars for a total of 262,500.00 dollars by June 30, 2026 and the final invoice will include the End of Year Report. The billing to OUHSD shall be invoiced reflecting the total number of hours worked by the Officer for duties requested or required as overtime or straight-time assignments.
11. Overtime will be contracted on an as needed basis.

The Oroville Union High School District agree to the following:

1. To provide the officer with office space and the necessary furniture to conduct interviews, write reports, etc. Prepare a work schedule for the SRO that is agreeable to the Oroville Police Department. The schedule may be modified with agreement by both the Oroville Police Department and the Oroville Union High School District.
2. In the absence of an actual crime being committed in the presence of a sworn SRO, they are subject to the same rules of search and seizure as any other District/COE employee; if a crime is committed in their physical presence, they are entitled to proceed in the same manner as a peace officer in any other situation or circumstance.
3. In the traditional role of an SRO: The SRO may **briefly** detain and question a student regarding a specific potential violation of law or school district policy, as long as the interview (detention) is not arbitrary, capricious, or performed in a harassing manner; and
4. The SRO may conduct searches of student property if there is a "reasonable suspicion" that the student currently possesses illegal or prohibited property, or that a bag/locker, etc., **presently contains** direct evidence of a crime or breach of District Policies.

Financial Commitment:

The Oroville Union High School District will contribute 262,500.00 dollars towards a 3 year contract and the cost of the Oroville Police Officers in the role of School Resource and Truancy Officer.

The Foregoing has been agreed upon by the following:

Dr. Corey Willenberg, Superintendent
Oroville Union High School District

Date

Bill LaGrone, Chief of Police
Oroville Police Department

Date

David Pittman, Mayor
City of Oroville

Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: MEMORANDUM OF UNDERSTANDING WITH THERMALITO
UNION ELEMENTARY SCHOOL DISTRICT FOR SCHOOL
RESOURCE OFFICER**

DATE: AUGUST 1, 2023

SUMMARY

The Council may consider a Memorandum of Understanding with the Thermalito Union Elementary School District for a School Resource Officer (SRO).

DISCUSSION

The Oroville Police Department has successfully partnered with the Thermalito Union Elementary School District to establish a School Resource Officer (SRO) Program. This program provides for a dedicated full-time Police Officer to serve the Thermalito Union Elementary School District Campuses.

The Thermalito Union Elementary School District will contribute Fifty Thousand Dollars (\$50,000) per year for the salary and benefits of an Oroville Police Officer for the role of School Resource Officer beginning August 10, 2023 through June 10, 2026.

During school year 2022/23 the Oroville Police Department was unable to provide a Police Officer to the Thermalito School District due to staffing issues, therefore the fees for service for the fiscal year 2022/2023 are eliminated as outlined in the new contract.

The Oroville Police Department will provide the Thermalito Union Elementary School District with an invoice quarterly for \$12,500.00 for a total of \$50,000.00 dollars per year.

FISCAL IMPACT

Expenditure reimbursement of \$50,000.00 will be included in the 2023/2024 Budget.

RECOMMENDATION

Adopt Resolution No. 9168- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE THERMALITO UNION ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS– (Agreement No. 3254-2).

ATTACHMENTS

Memorandum of Understanding
Resolution No. 9168

**CITY OF OROVILLE
RESOLUTION NO. 9168**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE THERMALITO UNION ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS

(Agreement No. 3254-2)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Memorandum of Understanding with Thermalito Elementary Union School District for full-time School Resource Officer Services. A copy of the Agreement is attached hereto.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 1, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OROVILLE POLICE DEPARTMENT
AND THE
THERMALITO UNION ELEMENTARY SCHOOL DISTRICT**

The Oroville Police Department (Department) and the Thermalito Union Elementary School District (District) recognize the need for a School Resource Officer (SRO) to be directly involved with the youth on the campus of Heritage Community Day School, Nelson Avenue Middle School, Plumas Avenue Elementary, Poplar Avenue Elementary, and Sierra Avenue Elementary. The School District is aware of the risks for violence on school campuses; of drug and alcohol use by students, both on and off school campuses; and the risks of gang mentality / involvement and the accompanying criminal behavior.

Payment for Services and Early Termination of Previous MOU:

The Oroville Police Department (Department) and the Thermalito Union Elementary School District (District) are parties to a Memorandum of Understanding (MOU) regarding School Resource Officer (SRO) services that is set to expire on June 7, 2024 unless terminated earlier by either party. Pursuant to the MOU, a SRO was to be assigned to the School District every regular day school was in session during school hours beginning August 9, 2021 through June 7, 2024, however, the Department has been unable to assign a SRO to the District due to staffing issues. As a result, Department and District have agreed to a reduction of the amount due pursuant to the MOU. Specifically, Department and District agree as follows:

1. District has already paid Department \$25,000 for services rendered pursuant to the MOU during the 2021-2022 school year. Department agrees to accept that payment as payment in full for services rendered during the 2021-2022 school year.
2. District will not be obligated to compensate Department for any SRO services provided during the 2022-2023 school year;
3. Pursuant to the paragraph of the MOU entitled "Term", either party can terminate the MOU with 30 days written notice, the parties do hereby terminate the MOU effective August 9, 2023.

With regards to services rendered pursuant to this Memorandum of Understanding, the Department and District agree as follows:

- 1. Services and Independent Contractor.** Department shall provide an SRO to perform the Services set forth in this Agreement, including Exhibit A. The SRO will be available every regular day school is in session. Department, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Department understands and agrees that it/he/she and all of its/his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Department shall assume full responsibility for payment of all federal, state and local taxes with respect to Department's employees. Department shall still be responsible for payment of all state and federal taxes.

2. **Compensation.** Department will provide a quarterly invoice to District within 60 days after the end of each quarter, and the final invoice will include the end-of-year report. The billing to District shall be invoiced reflecting the total number of hours worked by the SRO for duties requested or required as overtime or straight-time assignments at the applicable rate. Any overtime must be preapproved by District in writing. The maximum amount billable to TUESD for the term of this Agreement is \$150,000.
3. **Standard of Care.** Department represents that Department has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Services shall only be performed by competent personnel under the supervision of and in the employment of Department. Department's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

Equipment, Materials and Schedule. Department shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Department even if such Equipment is furnished, rented or loaned to Department by District.

District will provide the SRO with office space and the necessary furniture to conduct interviews, write reports, etc.; and prepare a work schedule for the SRO that is agreeable to the Department. This work schedule may be modified with agreement by both Department and District.

4. **Confidentiality.** Department shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
5. **Term.** This Memorandum of Understanding will begin on August 10, 2023 and will remain in effect until June 10, 2026 unless terminated earlier in accordance with the MOU.
6. **Termination.**

6.1 With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 6.1.1. material violation of this Agreement by the Department; or
- 6.1.2. any act by Department Exposing the District to liability to others for personal injury or property damage; or

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the

condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another party.

- 6.2. Reduction in District Funding.** If the District has an unforeseen reduction in funding, the District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice. Department shall only be compensated for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Department. Notice shall be deemed given when received by the Department or no later than three days after the day of mailing, whichever is sooner.
- 7. Indemnification.** To the furthest extent permitted by California law, Department shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the “District Parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “Claims”) of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Department and/or attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted or suffered by the Department under or in conjunction with this agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Department shall, to the furthest extent permitted by California law, defend the District at the Department’s own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. The District shall have the right to accept or reject any legal representation that Department proposes to defend the indemnified parties.
- 8. Insurance.** Department shall procure and maintain at all times it performs any portion of the Services the following insurance:
- 8.1. General Liability.** One Million Dollars (\$1,000,000) per occurrence and two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
- 8.2 Law Enforcement Legal Liability Insurance.** Ten Million Dollars (\$10,000,000).
- 8.3. Automobile Liability Insurance.** One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Department and the District from all claims of Bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Department.

8.4. Workers' Compensation and Employers' Liability Insurance. For all the Department's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Department shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Department shall provide an endorsement that the insurer waives the right of Subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, Trustees, and Volunteers.

8.5. Other Insurance Provisions:

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

8.5.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Department; instruments of Service and completed operation of the Department; premises owned, occupied or used by the Department; or automobiles owned, leased, hired or borrowed by the Department. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

8.5.1.2. For any claims related to the services, the Department's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Department's insurance and shall not contribute with it.

8.5.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

8.5.2. Department's Insurance shall apply separately to each insured against who claim is made of suit is brought, except with respect to the limits of the insurer's liability.

8.5.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

8.5.4. Department shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

9. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

10. The Foregoing has been agreed upon by the following:

 Gregory Blake, Superintendent
 Thermalito Union Elementary School District

 Date

 Bill LaGrone, Chief of Police
 Oroville Police Department

 Date

 David Pittman, Mayor
 City of Oroville

 Date

EXHIBIT A

Scope of Services

The Oroville Police Department will provide the following services:

1. Under the Oroville Police Department Supervision, dedicate one (1) School Resource Officer (SRO) to Heritage Community Day School, Pioneer Community Day School, Nelson Avenue Middle School, Plumas Avenue Elementary, Poplar Avenue Elementary, and Sierra Avenue Elementary.
2. The SRO will coordinate enforcement details targeting truancy and assist faculty and staff in the development of a proactive truancy enforcement program.
3. The Oroville Police Department will provide all necessary training that would improve the effectiveness of the SRO.
4. The SRO will participate in home visits to student truants along with outreach workers and attend monthly meetings of the Truancy Team to coordinate with other Truancy prevention related services.
5. The SRO will coordinate enforcement details with campus staff targeting students and problem areas involving vandalism, narcotics, weapons on school grounds, fighting, loitering etc. The SRO will work with staff and the surrounding business community to target problems on or off campus involving students.
6. The SRO will assist school staff with the development of yearly safety updates, practice drills and implementation of the school's safety plan.
7. The SRO may participate in the weekly school meetings and have weekly contact with school administrators.
8. The SRO will be available to assist staff with issues regarding mandated reporting and referrals to the Children's Services Department.
9. The SRO will provide quarterly reports regarding the number of citations, home visits, student and parent contacts, staff and classroom presentations, attend coalition meeting, and other related activities.
10. Overtime will be contracted on an as needed basis and approved by the District prior to working overtime.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: VEHICLE PURCHASES

DATE: AUGUST 1, 2023

SUMMARY

The Council may consider two vehicle purchases: one 2023 Ford F150 Super Cab 4x4 for the Streets Department and one 2023 Ford Escape for the Building Department.

DISCUSSION

Department requests for capital asset purchases are a key component during the budget cycle. Staff has made their requests and a list is compiled. This compiled list has been on past agendas and an updated comprehensive version including all requests is slated to be brought back at the next Council meeting on August 15, 2023.

Prior to bringing forward the comprehensive list, there are two purchases that require Council approval now as the vehicles are in stock and ready for pick up. This is unusual as many of our recent purchases have been subject to significant delays due to supply chain issues.

The first vehicle is a 2023 Ford F150 Super Cab 4x4 for the Streets Department that has been on the capital asset list over a year, however, was recently discovered that it was omitted from the last staff report of capital asset requests that were approved by Council. The total cost of this vehicle is \$51,011.26.

The second vehicle is a 2023 Ford Escape for the Building Department. This vehicle is a request to swap out a previously approved F150 4x2 truck. We currently have (2) of these trucks on backorder so it has been requested to swap out one of the trucks for this Escape. The Escape will be sufficient for the department's needs and is in stock. Total cost for this vehicle is \$38,562.51.

FISCAL IMPACT

\$51,011.26 for (1) 2023 F150 Super Cab 4x4 and \$38,562.51 for (1) 2023 Ford Escape. Total cost of \$89,563.77. Both purchases have been allocated in the Capital Asset Replacement Fund-Vehicles, 3003000-8030.

RECOMMENDATION

Approve the purchase of (1) 2023 F150 Super Cab 4x4 and (1) 2023 Ford Escape from Oroville Ford.

ATTACHMENTS

Quote for 1 2023 F150 Super Cab 4x4 for the Streets Department
Quote for 1 2023 Ford Escape for the Building Department



ATTN
RUTH

Item 4.

Stock #: VIN

Deal#: 0000000

July 17, 2023

Vehicle Not Found CITY OF OROVILLE

Phone: 5305382401

Email: lwendland@cityoforoville.org

Salesperson:

Sale Information

Selling Price	\$47,000.00
Accessories	\$0.00
Rebates	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Net Trade	\$0.00
Fees	\$126.75

Cash Option

Sales Tax

\$3,884.51

Balance Due Of

\$51,011.26

Finance Option

Initial Investment

truck for waste
2023 F150 Super Cab 4x4
\$51,011.26

Lease Option

Initial Investment

Trade Information

Trade Allowance	\$0.00
Trade Payoff	\$0.00
Net Trade	\$0.00

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____



Stock #: VIN

Deal#: 0000000

July 19, 2023

Vehicle Not Found
CITY OF OROVILLE

Phone: 5305382401

Salesperson:

Email: lwendland@cityoforoville.org

Sale Information

Selling Price	\$35,500.00
Accessories	\$0.00
Rebates	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Net Trade	\$0.00
Fees	\$126.75

Trade Information

Trade Allowance	\$0.00
Trade Payoff	\$0.00
Net Trade	\$0.00

Cash Option

Sales Tax \$2,935.76

Balance Due Of \$38,562.51

Finance Option

Initial Investment _____

Lease Option

Initial Investment _____

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: MATT THOMPSON, ACTING CITY ENGINEER

RE: SERVICES AGREEMENT WITH SUTTER BUTTES FLOOD CONTROL AGENCY

DATE: AUGUST 1, 2023

SUMMARY

The Council may consider entering a Services Agreement with Sutter Buttes Flood Control Agency (SBFCA) to provide assistance with managing the City's flood risk reduction efforts on a on-call Task Order basis.

DISCUSSION

During the February 21, 2023, City Council meeting, the Sutter Buttes Flood Control Agency (SBFCA) gave a presentation to the City Council regarding the levees in and around the Oroville area. During this presentation SBFCA discussed issues the City's levee has faced in the past, studies done on the levee, FEMA accreditation, and possible outcomes the City would face if the issues were not resolved, and the accreditation was not obtained.

After the discussion, the City Council directed City Staff to begin discussions with SBFCA on options the City can take going forward, develop a Services Agreement between the City and SBFCA, and bring it back to the Council for approval.

The Services Agreement will allow the City to issue Task Orders (TO) to SBFCA. Under this proposed Services Agreement, SBFCA staff will provide assistance in two general areas of expertise:

- Assistance with managing the City's flood program priorities, including assistance with strategic planning, financial planning, and identifying potential sources of funding for flood risk reduction projects.
- Assistance with managing and implementing specific flood risk reduction or levee repair projects, where SBFCA staff will manage contractors and other specialized consultants contracted by the City (i.e. civil design, geotechnical, environmental, etc.) in order to advance and complete the projects.

The specific services provided by SBFCA will be determined by individual Task Orders issued by the City and accepted by SBFCA. Each Task Order will have a defined scope of work, budget, and schedule. SBFCA will keep an accounting of the costs it incurs in carrying out

any Services pursuant to this Agreement and will submit invoices and supporting documentation of said costs to the City for reimbursement.

FISCAL IMPACT

The fiscal impact will need to be assessed as task orders are presented to Council for authorization.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to execute a Services Agreement with SBFCA.

ATTACHMENTS

Exhibit A – Scope of Work

Services Agreement – Sutter Buttes Flood Control Agency (SBFCA)

**SERVICES AGREEMENT
BETWEEN
THE SUTTER BUTTE FLOOD CONTROL AGENCY AND CITY OF OROVILLE**

This Services Agreement (“**Agreement**”) is entered into effective as of May ____, 2023 (the “**Effective Date**”), by and between the Sutter Butte Flood Control Agency (“**SBFCA**”) and the City of Oroville (“**CITY**”), each a “**Party**” and together the “**Parties**.”

In consideration of the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The following recitals are true and correct and shall be viewed as the context for this Agreement:

a. SBFCA is a Joint Powers Authority (JPA) that was created in June 2007 between Sutter County, Butte County, Yuba City, Live Oak, Gridley, Biggs, Levee District 1, and Levee District 9 for the purpose of addressing flood protection and reducing flood risk in the Sutter-Butte basin.

b. The City of Oroville wishes to contract with SBFCA on an on-call basis for services to help reduce flood risk within the City’s jurisdiction.

c. The Parties wish to enter into this Agreement for the purpose of clarifying their roles with respect to the services performed by SBFCA for the CITY.

2. Term. This Agreement shall commence on the Effective Date and terminate upon thirty (30) days written notice by either Party to the other Party (the “**Term**”), or upon completion of Services.

3. Services. SBFCA agrees to provide the services (“**Services**”) as described within the scope of services attached hereto as Exhibit A (“**Scope of Services**”). The Services will be determined by Task Orders issued by the CITY and accepted by SBFCA.

4. Invoices and Payment.

a. CITY agrees to reimburse SBFCA for the cost of Services not reimbursed by outside funding sources such as State or federal grants.

b. SBFCA will keep an accounting of the costs it incurs in carrying out the Services pursuant to this Agreement and will submit invoices and supporting documentation of said costs to CITY.

5. Relationship of the Parties. In performing the Services, SBFCA shall act in an independent capacity and not as an officer, employee, or agent of CITY.

6. Authority. It is understood that SBFCA is to provide flood management program assistance, project management, consultation, and other related services to the CITY. SBFCA shall possess no authority with respect to any CITY decision. As an independent contractor, SBFCA shall have no right or authority to bind CITY to any obligation.
7. Indemnification. SBFCA shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents from and against any and all claims, loss, costs, expenses, injury, or damage arising out of the recklessness willful misconduct of SBFCA, its employees, officers, or agents in performance of this Agreement, excepting liabilities due to the negligence, recklessness, or willful misconduct of CITY.
8. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the rendering of Services. No other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if in writing and signed by the Party to be bound.
9. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.
10. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California.
11. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way, and the Parties hereby agree that the portion so held invalid, unenforceable, or void shall, if possible, be deemed amended or reduced in scope, or otherwise be stricken from this Agreement to the extent required for the purposes of validity and enforcement thereof.
12. Section Headings for Convenience Only. The section headings herein are for the purpose of convenience only and are not intended to define or limit the contents of any section.
13. Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
14. Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other Party.
15. Governing Law. This Agreement shall be governed by the laws of the State of California.
16. Counterpart Originals. This Agreement may be signed in counterpart originals.

SUTTER BUTTE FLOOD CONTROL AGENCY

Board Chair

CITY OF OROVILLE

Name, Title

EXHIBIT A

Sutter Butte Flood Control Agency and City of Oroville Services Agreement Scope of Work

Background

The City of Oroville (City) is located on the left bank of the Feather River in Butte County, California. The City was established as the head of navigation to supply gold miners during the Gold Rush. The City experienced flooding in 1907, and as a response, constructed a 1.25 mile concrete faced levee to protect the downtown area. The City of Oroville levee is located on the left (south) bank of the Feather River between Table Mountain Boulevard and Highway 70. The upstream end of the levee ties into high ground about 500 feet downstream of Table Mountain Boulevard at approximately river mile (RM) 66.17. The downstream end of the levee ties into Highway 70 at RM 65.0. Upstream of the levee the Feather River is confined by high ground. During the 1930s, dredger operations to narrow and deepen the river channel placed spoils on and against the waterside concrete face of the levee. No substantial improvements of the levee have been undertaken since the 1930s.

In 1951, the California State Legislature authorized construction of the Oroville Dam. Construction of the earth-fill dam began in 1961 and was completed in 1968. It has a storage capacity of 3,537,577 acre feet with a reserved flood pool of 20% of capacity used to control peak flow releases to the Feather River. The dam is located approximately five miles upstream of the City of Oroville.

Since completion of the Oroville Dam, two flood events have occurred in the City of Oroville. In 1986, a release from the dam of 150,000 cubic feet per second (cfs) caused minimal flooding downstream of the Oroville levee west of Highway 70. In 1997, a peak release of approximately 160,000 cfs caused similar flooding and also resulted in a significant boil on the landside of the levee in the downtown area immediately upstream of Bedrock Park. Evacuations of the City were ordered in 1997 due to the threat of uncontrolled releases at Oroville Dam, which never occurred. Both of these events were within the design capacity of the Oroville Dam.

Identified Issues and Deficiencies

Upon initial evaluation, it appears as though the levee has several issues of concern related to its ability to meet current engineering standards including: the presence of a boil during the 1997 flood event, seepage and stability concerns as a result of construction using dredge spoils and mine tailings, and the presence of encroachments on or within the levee prism.

To address the issues of concern, the City has requested that Sutter Butte Flood Control Agency (SBFCA) provide assistance with managing the City's flood risk management efforts on an on-

call basis. The federal and state criteria for flood management are evolving and complex, potential sources of funding require tracking and an understanding of those criteria, and the requirements are numerous and difficult to competently meet without an individual whose primary charge is flood risk management. This Scope of Work (SOW) provides a general description of the work to be completed under the Services Agreement between SBFCA and the City of Oroville. The specific services related to each work element below will be determined by individual Task Orders issued by the City and accepted by SBFCA.

Work Element 1 – Flood Program Assistance

SBFCA is a joint powers agency with a goal to reduce flood risk for the Sutter Butte basin. SBFCA will work with City staff to identify flood risk management priorities and advance flood risk management projects on behalf of the City. SBFCA will carry out this work utilizing SBFCA's existing employees and staff of professional consultants, comprised of many disciplines, to carry out the work. This work typically includes a number of different components such as program planning, financial planning, project development, engineering review and analysis, research and pursuit of funding, grant management and administration, and public outreach assistance. As part of these efforts, SBFCA will provide expertise in the following disciplines:

- Management & Administration
- Accounting/Financial Services
- Strategic Planning
- Agency Engineering
- Public Outreach and Engagement

Work Element 2 – Project Management

Flood risk management projects are complex and involve many overlapping layers of regulatory review and approval. Once specific projects are identified and a funding source is secured, SBFCA staff will manage contractors and other specialized consultants contracted by the City (i.e. civil design, geotechnical, environmental, etc.) in order to advance and complete the projects. SBFCA's project implementation team will be comprised of consultant sub-teams and different disciplines who will be working concurrently with different agencies and outside project partners (i.e. DWR, USACE, Central Valley Flood Protection Board (CVFPB), etc). The project management work typically includes:

- Prepare, monitor and manage overall project schedules and budgets.
- Provide direction to team members.
- Ensure proper communication between the teams.
- Ensure appropriate communication with funding, review, and permitting agencies.
- Ensure that the work is being completed in an efficient, timely, and effective manner.
- Make day-to-day decisions under the direction of City staff and consistent with City Council policy.

- Develop communication and engagement plan with interested parties (stakeholders) of the Project.
- Convene meetings with City staff for status reporting and progress updates. Meetings will occur on a monthly basis at a minimum or more often as needed based on project status.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: AMY BERGSTRAND, BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT DIRECTOR

RE: CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR MISSION ESPERANZA PALLET SHELTER DEVELOPMENT PROJECT

DATE: AUGUST 1, 2023

SUMMARY

The Council may consider accepting the proposal from Butte Construction Company and consider approval of a project contract for the Mission Esperanza (Low-barrier Navigation Center and Shelter) Development.

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 from the California Interagency Council on Homelessness (Cal ICH). The project is 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 (20) non-congregate pallet shelters (15 in Phase I and 5 ADA units in Phase II), and the installation of utilities and infrastructure to accommodate all upgrades to the facility to accommodate up to 40 persons in non-congregate units and 40 persons in congregate interim shelter. The construction contract covers Phase I, which includes all infrastructure for fifteen (15) pallet shelters, forty (40) congregate beds and offices for service providers. Although the contract does not include construction costs for Phase II which the city has a bid for, once funding is secured, staff will amend the agreement to include the items included in Phase II of the bid which include five (5) concrete shelter pads, pedestals for ADA compliant shelter units, a concrete pad for the community building/intake

shelter/security shed, perimeter fencing and exterior lighting. If the ERF-2-R application is funded, city staff will work with Butte Construction Company to prepare change orders to include Phases II & III. Phase III will include an additional fifteen (15) concrete pads for fifteen non-congregate shelter units, resulting in the addition of thirty non-congregate beds bringing the number of interim shelter beds up to 105.

Butte Construction Company is proposing to complete Phase I of the work, which is estimated at \$1,968,000.00, plus a 10% contingency budgeted for unforeseen issue, additions, etc., bringing the total contract to \$2,164,800. At this time, the project has secured funding for Phase 1 of the project in an amount not to exceed \$1,968,000 plus the 10% contingency bringing the total contract for approval today at \$2,164,800. Currently staff is adjusting the servicing section of the ERF-2-L budget to close the gap for construction needs under the Phase 1 scope of work. However, if the additional ERF-2-R funding is awarded, staff anticipates returning the funds to the original budget item. It is anticipated that staff will return to council to amend the agreement to include additional capital improvements once funding is secured.

In addition, there were two alternatives identified for this project for consideration should additional funding be secured: 1) rehabilitate and repair perimeter fence at \$186,762.00, and 2) relocate the women's restroom to the southeast corner of the building for \$15,363.00, totaling \$202,125.00 in alternatives. The repair/replacement of the perimeter fencing will be completed in Phase II; however, it is likely that the relocation of the women's restroom will not take place to save funds for higher priority needs. This level of work will only occur if additional funding is awarded, and a change order is approved with the contractor.

Since the time of the grant application in December 2021 and the time of bid receipt in June 2023, the impacts of the pandemic have been realized and costs for labor, goods, materials, and supplies have significantly increased. Additionally, the availability and capacity for skilled labor and professional services has diminished, extending the timeline for the project out farther than originally anticipated. This project is an investment in the city's crisis response system that will be able to address the needs of the unsheltered population for many years to come.

FISCAL IMPACT

The funds in the amount of \$2,164,800 (for base bid of \$1,968,000, and 10% contingency \$196,800) will come from: \$914,800 from Account No. 5213-6360-Outside Services, Fund 152 (Planning Grants); \$500,000 of ARPA funding from Butte County; and \$750,000 of ARPA funds from the City will supplement the budget for construction. All funds for Phase I efforts have been secured.

RECOMMENDATION

1. Approve Res. No. 9172 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH BUTTE CONSTRUCTION COMPANY, AND AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE PROPOSED MISSION ESPERANZA PROJECT IN THE AMOUNT OF \$1,968,000 AND A 10% CONTINGENCY IN THE AMOUNT OF \$196,800 (TOTAL \$2,164,800) SHOULD ANY DEFICIENCIES BE DISCOVERED DURING THE PROJECT.

2. Authorize the City Administrator to modify or amend the Butte Construction Company contract to include any additional amenities, alternatives or needs that the project may have, contingent upon funding availability.

ATTACHMENTS

1. Resolution No. 9172
2. Project Contract No. 3467 with Attachments
3. Bid for Pallet Shelter Construction
4. Bid Opening Summary

**CITY OF OROVILLE
RESOLUTION NO. 9172**

Item 6.

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO ACCEPT AND SIGN THE PROPOSAL WITH BUTTE CONSTRUCTION COMPANY AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE PROPOSED MISSION ESPERANZA PROJECT IN AN AMOUNT NOT TO EXCEED \$1,968,000 AND A 10% CONTINGENCY IN THE AMOUNT OF \$196,800 SHOULD ANY DEFICIENCIES BE DISCOVERED DURING THE PROJECT FOR A TOTAL PROJECT AMOUNT OF \$2,164,800.

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

1. The Mayor is hereby authorized and directed to sign and accept the proposal from Butte Construction Company, authorizing Butte Construction Company to compete Phase 1 of the proposed Mission Esperanza Project in the amount of \$1,968,000 and a 10% contingency in the amount of \$196,800 should any deficiencies be discovered during the project for a total amount of \$2,164,800.
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 August 1, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the “contract” or “Contract”), is made and entered into this 1st day of August, 2023, by and between City of Oroville (referred to herein as the “Owner” or the “City”) and Butte Construction Company (referred to herein as 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:

MISSION ESPERANZA PALLET SHELTER DEVELOPMENT 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, up to the following compensation: \$1,968,000 as provided in the bid submitted to the City from Contractor. In no event shall Contractor’s compensation exceed the amount of \$1,968 ,000, under Phase 1 of the bid, 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 for Phase 1 only.

Upon such time that the City obtains additional funding in support of the project, the City shall present Contractor with a written amendment to this Agreement for completion of Phase 2 bid work and any alternatives presented by Contractor and authorized, under amendment, by City; this will be no later than 60 days after contract execution.

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 130 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7) EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, documentable delays in delivery of materials, review by outside agencies, 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 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Five Hundred Dollars (\$500.00) 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. a. 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).

25) ATTACHMENTS.

- 1) Notice Inviting Bids
- 2) Contractor's Bid

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed on the day and year first herein written.

AGENCY: City of Oroville, A Municipal Corporation (First Party)

By: _____
Mayor, Daivid Pittman

CONTRACTOR: Butte Construction Company (Second Party)

By: _____
(Authorized Representative) (Sign, Print Name and Official Title)

APPROVED AS TO FORM:

By: _____
City Attorney, Scott Huber

ATTEST:

By: _____
City Clerk, Brian Ring

CITY OF OROVILLE BID SUMMARY

PROJECT: #RM-05-2023 - MISSION ESPERANZA DEVELOPMENT PROJECT - Bid ID 172844

OPENING DATE: June 9, 2023

TIME: 11:30 a.m.

City Hall, Front Lobby (opening & announcement in City Council Chambers)
1735 Montgomery Street
Oroville, CA 95965

ATTENDANCE FOR BID OPENING: Dawn Nevers and Suzi Kockems

Bidder Name/Address and Phone	Base Bid Amount	Additive Alternatives	Total Base Bid + Additive Alternatives
REM 629 Entler Ave Chico, CA 95926	Phase 1 \$2,233,331 Phase 2 \$328,283	Included in Phase 1 total	\$2,561,614
Butte Construction Co. 8 Seville Court, Suite 100 Chico, CA 95928	\$2,180,000	\$186,762 Trenching \$15,363 Rest. Reloc.	\$2,382,125

BID FORM

Bid Opening Date: June 5, 2023
 Hour of Bid Opening: 2:00 p . m .
 Place of Bid Opening:
 City of Oroville
 1735 Montgomery Street, Council Chambers
 Oroville, California 95965

TO: The City of Oroville, State of California:

Bid of,

Butte Construction Company

organized and existing under the laws of the State of California, and doing business as:
 (X) a Corporation () a Partnership () an Individual to the City of Oroville, 1735 Montgomery
 Street, Oroville, California 95965. The bidder, in compliance with the Invitations for Bids for:

MISSION ESPERANZA DEVELOPMENT PROJECT

having examined the plans and specifications with related documents of the proposed work and
 being familiar with all of the conditions surrounding the construction of the proposed project
 including the availability of materials and labor, hereby proposes to furnish all labor, materials,
 and supplies, and to construct the project in accordance with the contract documents, within the
 time set forth therein, and at the prices stated below. These prices are to cover all expenses in-
 curred in performing the work required under the contract documents, of which this proposal is
 a part.

The bidder is required to carefully examine the work site, the proposal form, plans, Specifica-
 tions, Supplemental Specifications, special provisions, and contract forms for the work contem-
 plated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to
 be encountered for performing the work as scheduled, and as to the character, quality and quan-
 tities of work to be performed and materials to be furnished, and as to the requirements of the
 plans, Specifications, Supplemental Specifications, special provisions and contract. The submis-
 sion of a proposal shall be considered conclusive evidence that the bidder has made such exami-
 nation and is satisfied as to all the conditions and contingencies.

Bidder hereby agrees to commence work under this contract within ten (10) working days after
 issuance of the Notice to Proceed by the City and, will fully complete the project within one
 hundred thirty (130) working days after the issuance of the Notice to Proceed, unless the period
 of completion is extended thereafter as stipulated in the specifications. Liquidated damages
 established for this contract are established at \$500.00 per day for each working day that all
 project work is not completed after the 130th working day.

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages to the City as prescribed in these specifications. It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item does not exceed 25 percent and of other items, 30 percent.

All items contained in the project bid schedule, including the additive bid alternatives, must be submitted for the entire work. The award of contract will be based on the lowest responsible bidder for the combination of base bid schedule with the additive alternatives, at the City's discretion. The amount of the bid for comparison purposes will be the total bid of all items for each respective Bid Schedule. The unit prices shall include all labor, materials, tools, equipment, overhead, profit, fees and all other items of expense necessary for and incidental to the finished work.

The bidder understands that the City reserves the right to award or reject any or all bids for each respective Bid Schedule. The bidder agrees that their bids shall be good and may not be withdrawn for a period of sixty (60) calendar days after the actual date of opening thereof.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) calendar days and deliver surety bonds as required by the general conditions. The bid security, attached, is to become the property of the City in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City caused thereby.

Accompanying this bid is Bidder's Bond
(Note: Insert the words "cash," "cashier's check," "certified check," or "bidder's bond" as the case may be in the amount equal to at least ten (10) percent of the total bid.)

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Nick Starnes, President

Licensed in accordance with an act providing for the registration of Contractors,

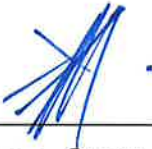
License No. & Exp. Date: #1003510 Exp. 09/30/2024 Classification(s) B - General Building

ADDENDA: This proposal is submitted with respect to the changes to the contract including addendums(s) Addendum-01, Addendum-02, Addendum-03, Addendum-04, Addendum-05

(Fill in addendum numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the department must be noted above.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code are true and correct.

Signature of Bidder  Date: 06/09/2023

Name and Title of Bidder: Nick Starnes, President

Name of Business: Butte Construction Company

Business Address: 8 Seville Ct. #100, Chico, CA 95928

Telephone Number: 530-809-1779

Attest: _____

Dated: _____

License No. & Exp. Date: _____

Classification: _____

SEAL: (If bid by corporation)

MISSION ESPERANZA DEVELOPMENT PROJECT

Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

Butte Construction Company, 8 Seville Ct. #100, Chico, CA, 95928 530-809-1779

Contractor's Company Name, Address and Phone Number

President,

06/09/2023

Contractor's Title, Signature and Date

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the TOTAL BID PRICE:

BASE BID SCHEDULE

BID ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	LINE-ITEM COST
	Phase 1				
1	Engineered Drawings	LS	1	107,000	107,000
2	Construction of congregate shelter dorms/framed walls	LS	2	215,000	430,000
3	Construction of ADA compliant rest/shower rooms	LS	3	113,667	341,000
4	Construction of HVAC and ventilation system	LS	5	31,800	159,000
5	Construction of private offices	LS	1	172,000	172,000
6	Construction of ADA compliant entrance/exits/doors	LS	2 single/1 double	17,000	51,000
7	Construction of laundry room	LS	1	43,000	43,000
8	Installation of appropriate interior lighting	LS	Undefined	67,000	67,000
9	Construction of concrete pad for storage area	LS	1	12,000	12,000
10	Construction of overhang for storage area	LS	1	63,000	63,000
11	Construction of all fire/safety features	LS	Undefined	157,000	157,000
12	Grade, level, prepare drainage and construct shelter pads	LS	15	19,400	291,000
13	Construction of power pedestals for shelter pads	LS	15	2,267	34,000
14	Construction of power box for hospitality tent	LS	1	4,000	4,000
15	Construction of concrete pad for hospitality tent	LS	1	17,000	17,000
16	Construction of sewer and water connections for portable shower trailers	LS	2	6,000	12,000
17	Construction of power pedestals for portable shower trailers	LS	2	2,000	4,000
18	Construct exterior lighting for the storage area	LS	2	2,000	4,000
		Total Bid Items 1-18:			1,968,000
	Phase 2				
19	Grade, level, prepare drainage and construct shelter pads	LS	5	22,400	112,000
20	Construction of power pedestals for shelter pads	LS	5	6,800	34,000
21	Construct exterior lighting around pallet shelter grouping	LS	2	20,000	40,000
22	Construct exterior lighting around hospitality tent and safe parking area	LS	2	6,500	13,000

23	Construct exterior lighting around portable shower trailers	LS	1	13,000	13,000
24	Rehabilitate/repair perimeter fencing	LS	Undefined	ALT 1	ALT 1
Total Bid Items 19-24:				212,000	

Bidders must provide pricing for every bid item. Base Bid items above reflect in the project plans.

The estimated quantities for unit price items are for the purposes of comparing bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line-item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line-Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the City from measured quantities of work performed.

The contract shall be awarded to the contractor submitting the lowest responsible Bid Price.

BID PRICE:

\$ 2,180,000
Base Bid in Numbers

TWO MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS
Base Bid in Written Form

BID ALTERNATE FORM

Item 6.

Bidder Name: Butte Construction Company

Alternate Bid Item No. 1: Rehabilitate/Repair Perimeter Fencing

Add to Base Bid Proposal Amount:

\$ 186,762

ONE HUNDRED EIGHTY-SIX THOUSAND SEVEN Dollars
(in words; printed or typed) HUNDRED SIXTY-TWO

Dated: 06/09/23

By: [Signature]
(signature of Bidder's Authorized Officer or Representative)

NICK STARNES
(Typed or Printed Name)

Title: President

BID ALTERNATE FORM

Item 6.

Bidder Name: Butte Construction Company

Alternate Bid Item No. 2: Relocate Women's Restroom to Southeast Corner of Building per Addendum-02

Add to Base Bid Proposal Amount:

\$ 15,363

FIFTEEN THOUSAND THREE HUNDRED SIXTY-THREE Dollars
(in words; printed or typed)

Dated: 06/09/23

By: 
(signature of Bidder's Authorized Officer or Representative)

NICK STARNES
(Typed or Printed Name)

Title: President

LIST OF SUBCONTRACTORS

Item 6.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform. (Pages can be added to accommodate more Subcontractors.)

TRADE DESCRIPTION AND PERCENT BID

SUBCONTRACTOR'S NAME, ADDRESS AND LICENSE NUMBER

Grading 11.3 %

Franklin Construction Inc.
217 Flume Street, Suite 200, Chico, Ca, 95928
Lic. # 567469 DIR # 1000004305

Wet Utilities 7.8 %

MJ Shelton General Engineering Inc.
13 Jordans Pl. #100, Chico, Ca 95973
Lic. # 873037 DIR # 1000004956

Concrete 3.2 %

Rock Creek Construction inc.
1916 Cameron Ln., Chico, Ca 95926
Lic. # 883815 DIR # 1000038332

Concrete Sealer 0.8 %

X PAUL M. WOLFF CO.
X 460 N. GENEVA RD., LINDON, VT 84042
X LIC. #708409 DIR#1000008964

Insulation 0.9 %

Loerke Insulation Company, Inc.
751 Liberator St., Chico, Ca 95973
Lic. # 499150 DIR # 1000011907

Metal Roofing 0.9 %

Butte Roofing
8 Seville Ct. Suite #110, Chico, Ca, 95928
Lic. # 567600 DIR # 1000056098

Drywall/Metal Stud 3.0 %

Keith Brown Drywall
2090 Oakley Ln., Wheatland, Ca 95692
Lic. # 616543 DIR # 1000013543

LIST OF SUBCONTRACTORS

Item 6.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform. (Pages can be added to accommodate more Subcontractors.)

TRADE DESCRIPTION AND PERCENT BID

SUBCONTRACTOR'S NAME, ADDRESS AND LICENSE NUMBER

Acoustical Ceiling 0.7 %

Keith Brown Drywall
2090 Oakley Ln., Wheatland, Ca 95692
Lic. # 616543 DIR # 1000013543

Paint 0.7 %

Keith Brown Drywall
2090 Oakley Ln., Wheatland, Ca 95692
Lic. # 616543 DIR # 1000013543

Restroom Accessories 0.9 %

J.W. Prefab Specialties
940 Spruce Dr., Meadow Vista, Ca 95722
Lic. # 1075751 DIR # 1000865299

Fire Sprinklers 2.2 %

Foothill Fire Protection, Inc.
5948 King Rd., Loomis, Ca 95650
Lic. # 783132 DIR # 1000008087

~~HVAC %~~

~~McClelland Air Conditioning, Inc.
801 Marauder St., Chico, Ca 95973
Lic. # 345121 DIR # 1000003934~~

Plumbing 6.9 %

Imes Plumbing
3567 Bell Rd., Chico, Ca 95973
Lic. # 350051 DIR # 1000752809

Electrical 16.5 %

FIREBOLT ELECTRICAL
14745 WHISPERING OAKS DRIVE, RED BLUFF, CA 96080
Lic. # DIR # 1000969819

LIC# 837554

LIST OF SUBCONTRACTORS

Item 6.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform. (Pages can be added to accommodate more Subcontractors.)

TRADE DESCRIPTION AND PERCENT BID

SUBCONTRACTOR'S NAME, ADDRESS AND LICENSE NUMBER

Fire Alarm 1.2 %

Foothill Fire Protection, Inc.

5948 King Rd., Loomis, Ca 95650

Lic. # 783132 DIR # 1000008087

HVAC 5.8 %

TOP NOTCH MECHANICAL INC.

1337 N. MARKET BLVD. # 200, SACRAMENTO, CA 95834

Lic. # DIR # 1000017371

Lic. # 972009

FENCING 4.9 %

NORTHERN CALIFORNIA FENCE

2485 NOTRE DAME BLVD. STE 370, # 31

Lic. # DIR # 1000014058

CHICO, CA 95928

Lic. # 904110

%

Lic. # DIR #

%

Lic. # DIR #

%

Lic. # DIR #

Lic. # DIR #

LIST OF SUBCONTRACTORS

Item 6.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform. (Pages can be added to accommodate more Subcontractors.)

TRADE DESCRIPTION AND PERCENT BID

SUBCONTRACTOR'S NAME, ADDRESS AND LICENSE NUMBER

_____ %

Lic. # DIR #

_____ %

Lic. # DIR #

_____ %

Lic. # DIR #

_____ %

Lic. # DIR #

_____ %

Lic. # DIR #

_____ %

Lic. # DIR #

_____ %

Lic. # DIR #

BIDDER'S BOND

CITY OF OROVILLE

We, Butte Construction Company
 _____ as Principal, and
The Ohio Casualty Insurance Company

as Surety are bound unto the City of Oroville, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the
MISSION ESPERANZA DEVELOPMENT PROJECT

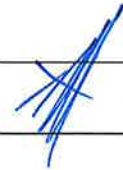
as shown on the Project Plans, for which bids are to be opened at 1735 Montgomery Street, Oroville, California 95965 on **June 5, 2023, at 2:00 P.M.**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: June 1, 2023

Butte Construction Company



Principal

*THIS DOCUMENT
MUST BE NOTARIZED*

The Ohio Casualty Insurance Company
 Surety

By: 
 Kathleen Le, Attorney-in-Fact

Note: Correspondence or claims relating to this bond should be sent to the surety at the following address:

c/o Liberty Mutual Surety- 6030 W. Oaks Blvd Suite 200, Rocklin, CA 95765

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

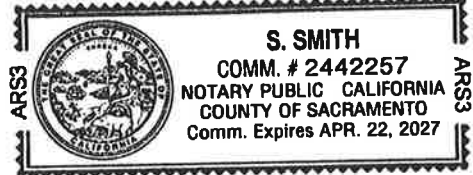
On June 1, 2023 before me, S. Smith, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209492- 971829**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Rapp, Brad Espinosa, Breanna Boatright, Claudine Gordon, Deanna Quintero, Dineen Fraser, Elizabeth Collodi, Jason March, Jennifer Lakmann, John Hopkins, John J. Weber, Kathleen Le, Kevin Scofield, Kris Lopes, Kristie Phillips, Matthew Foster, Michael Feeney, Mike Taylor, Mindy Whitehouse, Pam Sey, Paula Senna, Peggy Trusty, Phil Watkins, Renee Ramsey, Samantha Watkins, Sara Walliser, Sharon Smith, Steven L. Williams, Tony Clark

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of February, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EQUAL OPPORTUNITY CERTIFICATION

Item 6.

The bidder and proposed subcontractor(s) hereby certify the he/she has ✓, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Notes: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided above. The above Certification is part of the Bid. Signing this Bid on the signature portion of the Bid Schedule thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



NON-COLLUSION AFFIDAVIT

Item 6.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statement, Questionnaire, and Non-Collusion Affidavit are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

Item 6.

In accordance with Public contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, members, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion of the bid schedule thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

Item 6.

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES ____ NO X ____

If the answer is yes, explain the circumstances in the following space.

Note: The bidder must place a checkmark after "YES" or "NO" in one of the blank spaces provided. The above Questionnaire is part of the Bid. Signing this Bid on the signature portion of the bid schedule thereof shall also constitute signature of this Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

Item 6.

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

A handwritten signature in blue ink, consisting of several overlapping, sweeping strokes that form a stylized, somewhat abstract shape.

DEBARMENT AND SUSPENSION CERTIFICATION**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency.
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years.
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

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**Bid RFP #RM-05-2023 - MISSION ESPERANZA
DEVELOPMENT PROJECT
Addendum #1 - Addendum**

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP**Bid Number **RM-05-2023**Title **MISSION ESPERANZA DEVELOPMENT PROJECT**Start Date **May 8, 2023 5:22:53 PM PDT**End Date **Jun 5, 2023 2:00:00 PM PDT**Agency **City of Oroville**

Bid Contact **Dawn Nevers**
 (530) 538-2405
 dnevers@cityoforoville.org
 1735 Montgomery Street
 Oroville, CA 95965

Description**Project Description****The PROJECT (Phase 1) consists primarily of:**

- ♦♦Mission Esperanza (Low-barrier Navigation Center and Shelter) Development
 - Contractor shall prepare/provide all engineering required for the project/permits, based on a draft concept plan (Exhibit A) and the provided site plan (Exhibits ♦♦and C)
- ◦ Designs for shared bathrooms, sleeping and other common areas shall incorporate adequate capacity of accessible accommodations
- ◦ Rehabilitate and repair an existing warehouse for use as a congregate homeless shelter by constructing wood framed walls, 2 dormitories for sleeping, ADA compliant showers and restroom facilities (men♦♦♦s, women♦♦♦s, non-gender specific), 5 private offices, ADA compliant entrances/exits, HVAC system, appropriate ventilation, windows in offices, insulation, laundry room, lighting, fire extinguishers
- ◦ Construct a storage area that has adequate spacing to accommodate (75) 95-gallon locking storage bins. This area will include an attached overhang and concrete pad, as well as exterior lighting
- Alternative Sheltering Expansion
 - Using the Pallet Shelter Minimum Design Requirements (Exhibits D and E), prepare 15 pallet shelter ♦♦♦pads♦♦♦ that have adequate drainage around each unit, have established electrical connections, include walking paths to main facility and are appropriately spaced 10 feet apart from one another
 - Level area, implement drainage and develop water and sewer access/connections for two portable shower trailers
- The project must adhere to the California Building Energy Efficiency Standards-Title 24
- The project shall implement design features that utilize latest best practices in accessible design
- The project must adhere to AB 1197-CEQA Exemption for Supportive Housing and Emergency Shelters

♦♦The PROJECT (Phase 2) consists of: (funding for Phase 2 is contingent upon a grant award in late May)

- Alternative Sheltering Expansion
 - Using the Pallet Shelter Minimum Design Requirements (Exhibits C and D), prepare 5 pallet shelter     that have adequate drainage around each unit, have established electrical connections, include walking paths to main facility and are appropriately spaced 10 feet apart from one another
- Site Safety and Security
 - Exterior lighting around pallet shelters, hospitality tent, portable shower, safe parking areas,
 - Rehabilitate/repair/replace perimeter fencing

ADDENDUM #1: Final and Signed Site/Grading/Draianage Plan Added**Pre-Bid Conference**

Date: May 19, 2023 10:00:00 AM PDT

Location: 4250 Lincoln Blvd., Oroville, CA

Notes: Bidders must attend a pre-bid walk-through on-site. The scheduled walk-through is:Friday, May 19, 202310:00 AMMission Esperanza4250 Lincoln Blvd., Oroville

*

Vendor attendance is required

No Attachments

Documents

Name	Posting Date	Acceptance
 Bid Book Mission Esperanz	May 8, 2023 5:20:49 PM PDT	No
 ~~Esperanza Rehabilitation I~~	~~May 8, 2023 5:21:02 PM PDT~~	~~No~~
 ~~Oroville Rescue Mission P~~	May 9, 2023 9:23:19 AM PDT	No
 Esperanza Rehabilitation I	May 8, 2023 5:21:17-02 PM PDT	No
 Pallet Infrastructure Guide	May 8, 2023 5:21:37 PM PDT	No
 Shelter 100 Product Specs	May 8, 2023 5:21:55 PM PDT	No
 Site Plan_Exhibit C.pdf	May 8, 2023 5:22:12 PM PDT	No

[Return to Bid](#)

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The Public | Group



**W. GILBERT
ENGINEERING**

185 YELLOWSTONE DRIVE
SUITE 100
OAKLAND, CA 94612-1000
PH: (415) 771-4000
FAX: (415) 771-4000

WAS: 800-368-6226

CIVIL ENGINEERING
SURVEYING
CONSTRUCTION STAKING



W. Gilbert
Professional Engineer
No. 12345
State of California

CITY OF GROVILE
COUNTY OF BUTTE
GRADING AND DRAINAGE PLAN
EXISTING SITE PLAN

CITY OF GROVILE
COUNTY OF BUTTE
GRADING AND DRAINAGE PLAN
EXISTING SITE PLAN

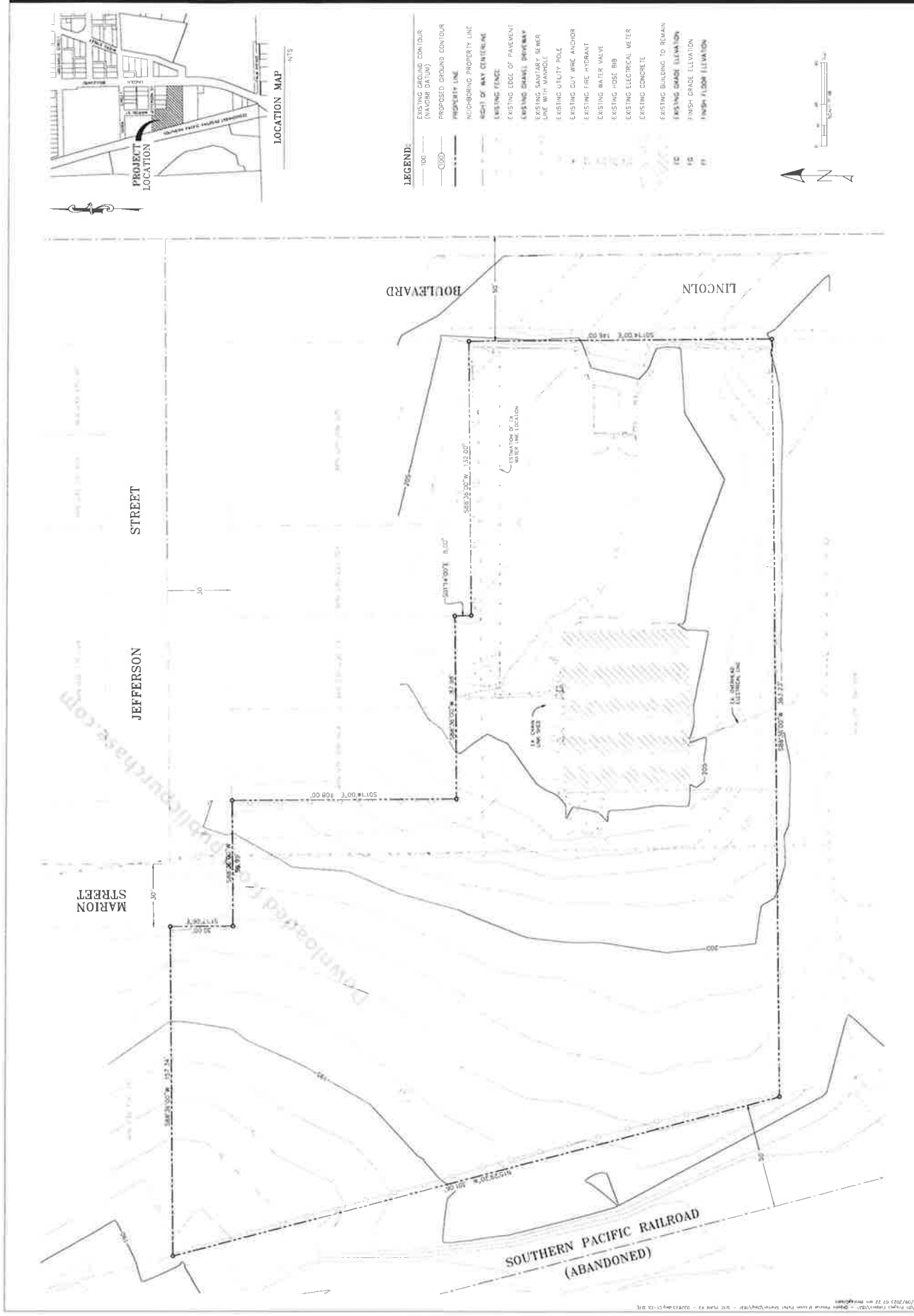
CITY OF GROVILE
COUNTY OF BUTTE
GRADING AND DRAINAGE PLAN
EXISTING SITE PLAN

NO.	DESCRIPTION	DATE
1	EXISTING GRADE	1/1/00
2	EXISTING DRAINAGE	1/1/00
3	EXISTING UTILITIES	1/1/00
4	EXISTING BUILDING	1/1/00
5	EXISTING FENCE	1/1/00
6	EXISTING DRIVEWAY	1/1/00
7	EXISTING SANITARY SEWER	1/1/00
8	EXISTING UTILITY POLE	1/1/00
9	EXISTING GUY WIRE ANCHOR	1/1/00
10	EXISTING FIRE HYDRANT	1/1/00
11	EXISTING WATER VALVE	1/1/00
12	EXISTING HOSE BIB	1/1/00
13	EXISTING ELECTRICAL METER	1/1/00
14	EXISTING CONCRETE	1/1/00
15	EXISTING BUILDING TO REMAIN	1/1/00
16	EXISTING SHADE ELIVATION	1/1/00
17	FINISH GRADE ELIVATION	1/1/00
18	FRESH FLOOR ELIVATION	1/1/00

C1

DATE: 1/1/00
DRAWN BY: [Signature]
CHECKED BY: [Signature]
WELL: [Signature]
JOB: [Signature]

Item 6.





**W. GILBERT
ENGINEERING**

1000 S. MAIN ST. SUITE 100
TAMPA, FL 33601
TEL: 813.241.1111
FAX: 813.241.1112

REGISTERED PROFESSIONAL ENGINEER
NO. 12547
FLORIDA
CIVIL ENGINEERING
NO. 12547
FLORIDA
CONSTRUCTION (PAVING)



Ready to Build

CITY OF DROVILE
COUNTY OF BUTTE
STATE OF CALIFORNIA
OROVILLE RESCUE MISSION PALLET SHELTER
GRADING AND DRAINAGE PLAN
GRADING PLAN

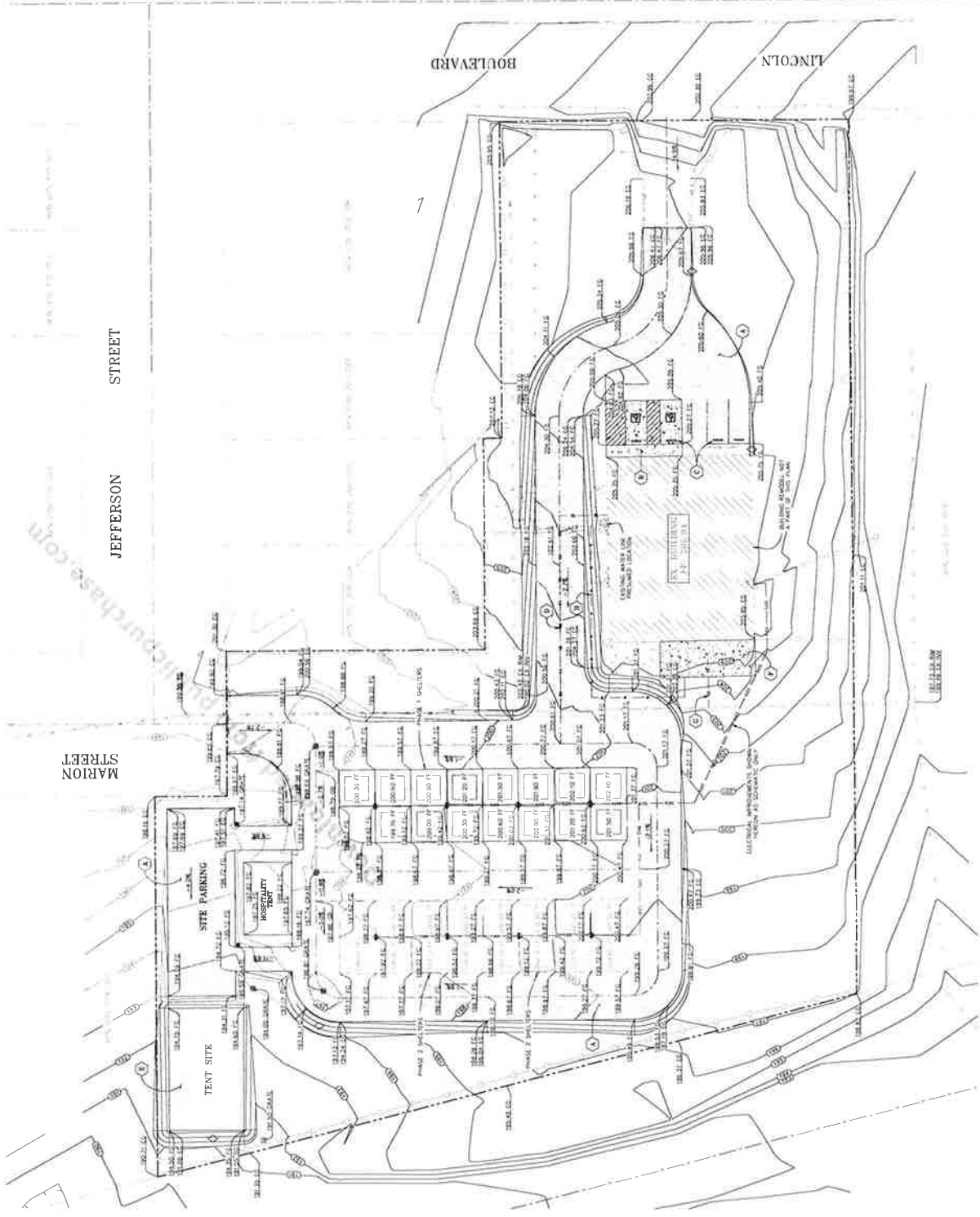
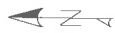
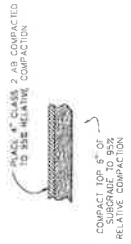
DATE	REVISION	BY	CHKD	APP'D
01/15/2011	1	W. GILBERT		
01/15/2011	2	W. GILBERT		
01/15/2011	3	W. GILBERT		
01/15/2011	4	W. GILBERT		
01/15/2011	5	W. GILBERT		
01/15/2011	6	W. GILBERT		
01/15/2011	7	W. GILBERT		
01/15/2011	8	W. GILBERT		
01/15/2011	9	W. GILBERT		
01/15/2011	10	W. GILBERT		

C2

DATE: 01/15/2011
DRAWN BY: W. GILBERT
CHECKED BY: W. GILBERT
APPROVED BY: W. GILBERT

Item 6.

- CONSTRUCTION NOTES:**
- INSTALL 20" DRAINAGE 5' OF DRIVEWAY TYPICAL SECTION. SEE DETAIL ON THIS SHEET.
 - INSTALL 740 SF OF 4" THICK PCC SIDEWALK AND ADA PARKING STALL ON 2" SAND.
 - INSTALL (4) CONCRETE PARKING STOPS.
 - INSTALL 15' X 4' PCC SLAB FOR SHOWER TRAILERS. COMPACT TO EX. MAIN. INF. AT 1% 180 984. RELATIVE DENSITY AT 1% SITE.
 - COMPACT 15,382 SF MAINLINE SOIL TO 95% RELATIVE DENSITY AT 1% SITE.
 - INSTALL 15' X 4' PCC SLAB FOR SHOWER TRAILERS. COMPACT TO EX. MAIN. INF. AT 1% 180 984. RELATIVE DENSITY AT 1% SITE.
 - INSTALL 15' X 4' PCC SLAB FOR SHOWER TRAILERS. COMPACT TO EX. MAIN. INF. AT 1% 180 984. RELATIVE DENSITY AT 1% SITE.
 - INSTALL 15' X 4' PCC SLAB FOR SHOWER TRAILERS. COMPACT TO EX. MAIN. INF. AT 1% 180 984. RELATIVE DENSITY AT 1% SITE.
 - INSTALL 15' X 4' PCC SLAB FOR SHOWER TRAILERS. COMPACT TO EX. MAIN. INF. AT 1% 180 984. RELATIVE DENSITY AT 1% SITE.
 - INSTALL 15' X 4' PCC SLAB FOR SHOWER TRAILERS. COMPACT TO EX. MAIN. INF. AT 1% 180 984. RELATIVE DENSITY AT 1% SITE.



THIS SHEET IS A PART OF THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.



W. GILBERT
ENGINEERING

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PROFESSIONAL SURVEYS
CONSTRUCTION STAKING



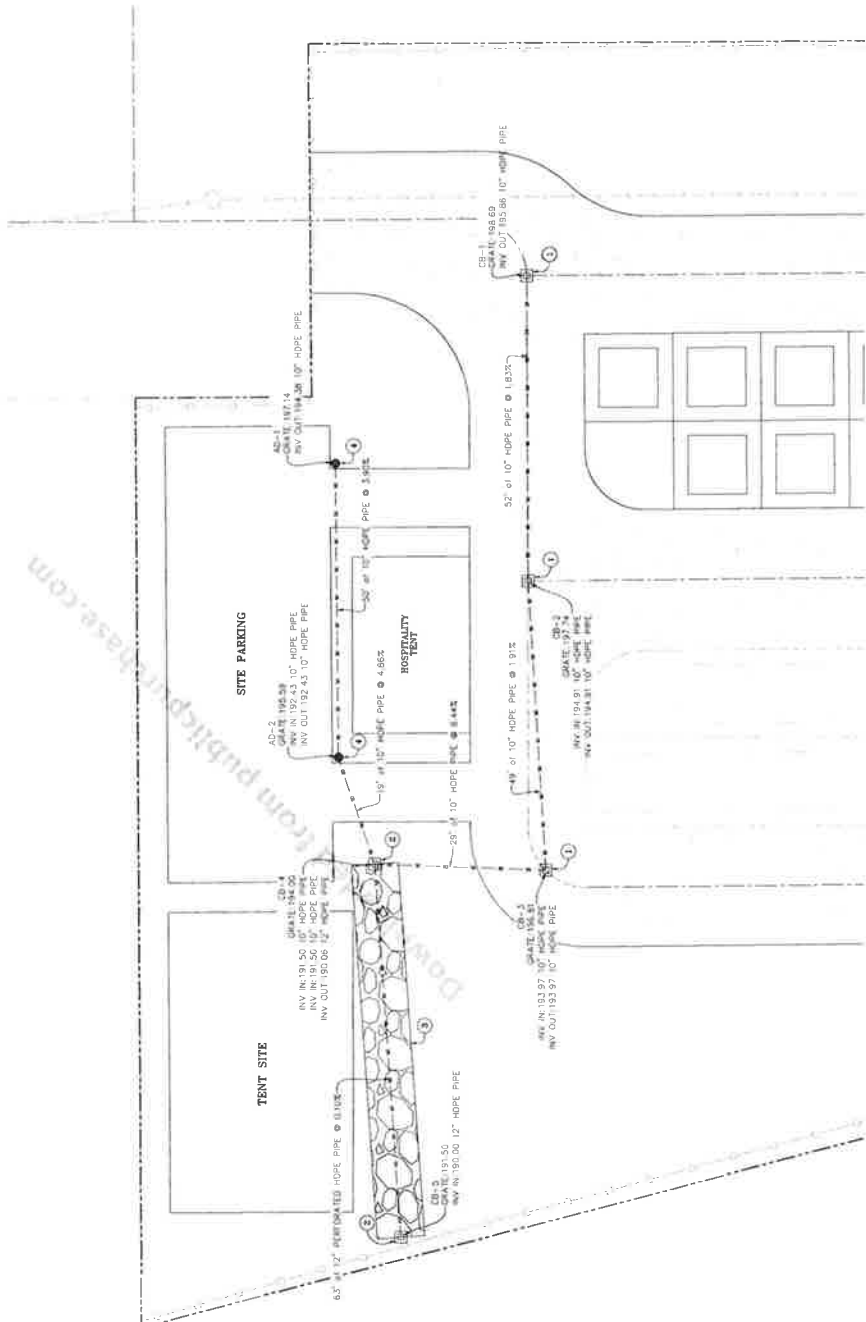
CITY OF GROVILLE
COUNTY OF BUTTE
STATE OF MONTANA
DRAINAGE PLAN
DRAINAGE PLAN
DRAINAGE PLAN

DATE: 10/20/2023	DESIGNED BY: NAG	CHECKED BY: NAG	DATE: 10/20/2023
DRAWN BY: NAG	DESIGNED BY: NAG	CHECKED BY: NAG	DATE: 10/20/2023

C3

Item 6.

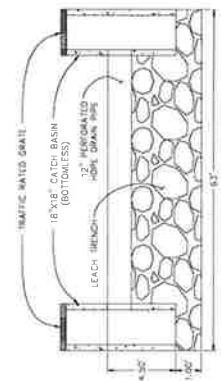
- STORM DRAIN CONSTRUCTION NOTES:
1. INSTALL CATCH BASIN 18" X 18" DRAINAGE INLET OR APPROVED EQUAL. SET DETAILS IN PLAN VIEW ON THIS SHEET.
 2. INSTALL BOTTOMLESS COCKS 18" X 18" DRAINAGE INLET OR APPROVED EQUAL. SET DETAILS IN PLAN VIEW ON THIS SHEET.
 3. INSTALL 63.1% STORM DRAIN LEACH TRENCH. SET DETAILS ON THIS SHEET, S = 0.10%.
 4. INSTALL 12" X 12" DRAINAGE INLET OR APPROVED EQUAL. SET DETAILS IN PLAN VIEW ON THIS SHEET.



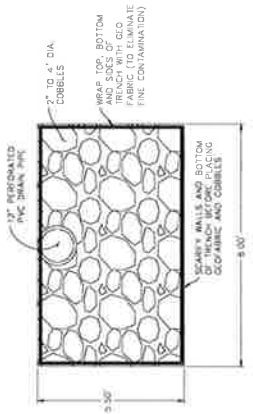
Cut/Fill Report

Volume Summary					
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Net (Cu. Yd.)
DIRT CALCS	Net	1.000	1.500	239198.90	810.81
					1737.05*
					926.23*

*Value adjusted by cut or fill factor other than 1.0



STORM DRAIN INSPECTION PORT DETAIL



STORM DRAIN TRENCH DETAIL

May 22, 2023
Page 1 of 1

MISSION ESPERANZA DEVELOPMENT PROJECT

PROJECT NO. Bid RFP #RM-05-2023

ADDENDUM NO. 2

The contract plans and specifications for the above noted project are hereby modified as follows:

ITEM	TITLE	DESCRIPTION OF CHANGE/INSTRUCTIONS
1	Mandatory Pre-Bid Conference	Sign-In Sheet uploaded
2	Perimeter Fence	Submit as Alternative Bid Item No. 1
3	Relocate Women's Restroom to southeast corner of building	Submit as Alternative Bid Item No. 2 see attached Exhibit A (floorplan) update

This addendum shall accompany each bid proposal submitted, shall become a part of the contract documents.

Signature of Bidder

Date

06/09/23

NOTE: Attach Addendum to bid proposal

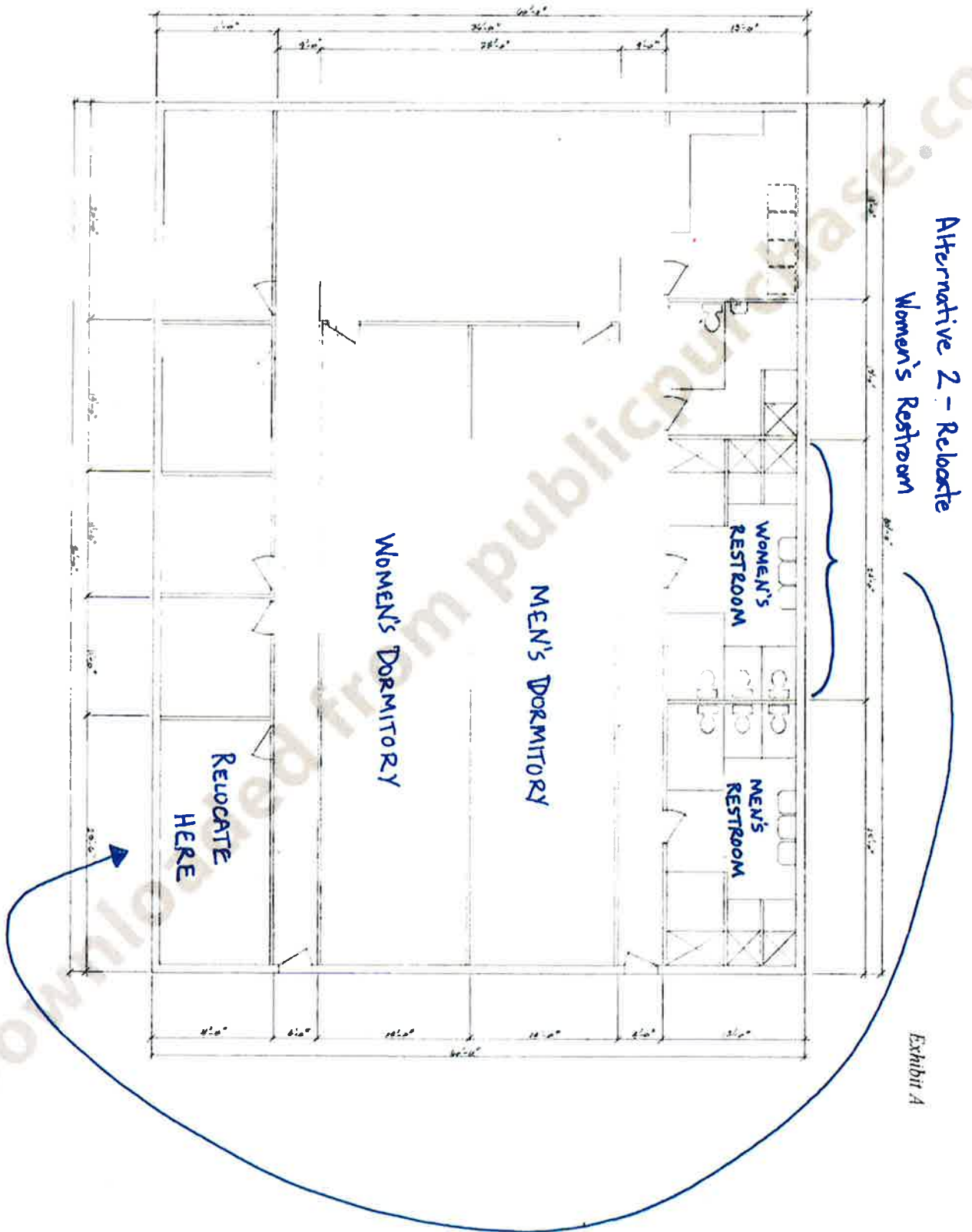
Amy Bergstrand
Director, Business Assistance & Housing Development, City of Oroville

DISTRIBUTION: PublicPurchase.com

**SIGN IN SHEET
MANDATORY JOB WALK**

Bid RFP #RM-05-2023 - MISSION ESPERANZA DEVELOPMENT PROJECT - Bid ID 172844
Friday, May 19, 2023, at 10:00AM

Name	Representing	Phone No.	Email
NICK CARNEY	BUTTE CONSTRUCTION COMPANY	530-717-3856	nickc@butteconstructioncompany.com
Jason Carl	Experts In Your Home	530-717-2293	Jcarl@expertsinyourhome.com
Teri Schell	REM	Dave 530-570-2345	tschell155@yahoo.com dave-rem@spcglobal.net
Joe/Joseph Götter	Synergybuilders	530-403-9684	office@buildingwithsynergy.com



May 26, 2023
Page 1 of 1

MISSION ESPERANZA DEVELOPMENT PROJECT

PROJECT NO. Bid RFP #RM-05-2023

ADDENDUM NO. 3

The contract plans and specifications for the above noted project are hereby modified as follows:

ITEM	TITLE	DESCRIPTION OF CHANGE/INSTRUCTIONS
1	Updated Site Plan	Updated Site Plan has been added to Public Purchase
2		
3		

This addendum shall accompany each bid proposal submitted, shall become a part of the contract documents.

Signature of Bidder



Date

06/09/23

NOTE: Attach Addendum to bid proposal

Amy Bergstrand
Director, Business Assistance & Housing Development, City of Oroville

DISTRIBUTION: PublicPurchase.com

Bid RFP #RM-05-2023 - MISSION ESPERANZA DEVELOPMENT PROJECT Addendum #4 - Addendum

Information Deleted: ~~Deleted~~Information Added: ~~Added~~Bid Type **RFP**Bid Number **RM-05-2023**Title **MISSION ESPERANZA DEVELOPMENT PROJECT**Start Date **May 8, 2023 5:22:53 PM PDT**End Date **Jun 5, 2023 2:00:00 PM PDT**Agency **City of Oroville**

Bid Contact **Dawn Nevers**
(530) 538-2405
dnevers@cityoforoville.org
1735 Montgomery Street
Oroville, CA 95965

Description

Project Description

The **PROJECT (Phase 1)** consists primarily of:

- ♦♦ *Mission Esperanza (Low-barrier Navigation Center and Shelter) Development*
 - Contractor shall prepare/provide all engineering required for the project/permits, based on a draft concept plan (Exhibit A) and the provided site plan (Exhibits ♦♦ and C)
- - Designs for shared bathrooms, sleeping and other common areas shall incorporate adequate capacity of accessible accommodations
 - Rehabilitate and repair an existing warehouse for use as a congregate homeless shelter by constructing wood framed walls, 2 dormitories for sleeping, ADA compliant showers and restroom facilities (men♦♦♦s, women♦♦♦s, non-gender specific), 5 private offices, ADA compliant entrances/exits, HVAC system, appropriate ventilation, windows in offices, insulation, laundry room, lighting, fire extinguishers
 - Construct a storage area that has adequate spacing to accommodate (75) 95-gallon locking storage bins. This area will include an attached overhang and concrete pad, as well as exterior lighting
- Alternative Sheltering Expansion
 - Using the Pallet Shelter Minimum Design Requirements (Exhibits D and E), prepare 15 pallet shelter ♦♦♦pads♦♦♦ that have adequate drainage around each unit, have established electrical connections, include walking paths to main facility and are appropriately spaced 10 feet apart from one another
 - Level area, implement drainage and develop water and sewer access/connections for two portable shower trailers
- The project must adhere to the California Building Energy Efficiency Standards-Title 24
- The project shall implement design features that utilize latest best practices in accessible design
- The project must adhere to AB 1197-CEQA Exemption for Supportive Housing and Emergency Shelters

♦♦ **The PROJECT (Phase 2)** consists of: (funding for Phase 2 is contingent upon a grant award in late May)

- Alternative Sheltering Expansion
 - Using the Pallet Shelter Minimum Design Requirements (Exhibits C and D), prepare 5 pallet shelter pads that have adequate drainage around each unit, have established electrical connections, include walking paths to main facility and are appropriately spaced 10 feet apart from one another
- Site Safety and Security
 - Exterior lighting around pallet shelters, hospitality tent, portable shower, safe parking areas,
 - Rehabilitate/repair/replace perimeter fencing

Item 6.

ADDENDUM #1: Final and Signed Site/Grading/Draiange Plan Added**ADDENDUM #2:** 05/22/2023

1	Mandatory Pre-Bid Conference	Sign-In Sheet uploaded
2	Perimeter Fence	Submit as Alternative Bid Item No. 1
3	Relocate Women    Restroom to southeast corner of building	Submit as Alternative Bid Item No. 2 see attached Exhibit A (floorplan) update

ADDENDUM #3: Replace outdated version of Site Plane with updated version.**Pre-Bid Conference**

Date: May 19, 2023 10:00:00 AM PDT

Location: 4250 Lincoln Blvd., Oroville, CA

Notes: Bidders must attend a pre-bid walk-through on-site. The scheduled walk-through is:Friday, May 19, 202310:00 AMMission Esperanza4250 Lincoln Blvd., Oroville

*

Vendor attendance is required

No Attachments

Documents

Name	Posting Date	Acceptance
 Bid Book Mission Esperanz	May 8, 2023 5:20:49 PM PDT	No
 ~~Oroville_Rescue_Mission~~	~~May 9, 2023 9:23:19 AM PDT~~	~~No~~
 Esperanza Rehabilitation C	May 8, 2023 5:21:02 PM PDT	No
 ~~Pallet Infrastructure Guide~~	May 31, 2023 6:10:37 AM PDT	No
 Site Plan_Exhibit C.pdf	May 8, 2023 5:22:37-12 PM PDT	No
 Shelter 100 Product Specs	May 8, 2023 5:21:55 PM PDT	No
 ~~Site Plan~~  Pallet Infrast	May 8, 2023 5:22:11-12-37 PM PDT	No
 Addendum No. 2.pdf	May 22, 2023 5:24:27 PM PDT	No
 Sign In Sheet_Mision Espe	May 22, 2023 9:33:32 AM PDT	No
 Alternate No. 2_Relocate v	May 22, 2023 5:24:02 PM PDT	No

Name

Posting Date

Acceptance

Item 6.

Return to Bid

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2023 © | The Public Group, LLC. All rights reserved.



OROVILLE RESCUE MISSION PALLET SHELTER STORM DRAIN CALCULATIONS

March 29, 2023

The storm drain system responds to both storm water quality and storm water quantity mitigations as follows:

Runoff Coefficient "C" Estimation:

Pre-Developed Site – Using County Standard No D-5:

<u>Condition</u>	<u>Area</u>	<u>Value</u>
Roof Surfaces	0.107	0.95
Street Paving	0.023	0.90
Curb, Gutter, Sidewalk, Conc. Ramps	0.019	0.90
Yards/Landscaping/Parkways	1.772	0.45

Weighted Permeability

$$\text{Coefficient: } C_{\text{AVG}} = [(0.107)*(0.95) + (0.023)*(0.90) + (0.019)*(0.90) + (1.772)*(0.25)]/1.921$$

Pre-Developed $C_{\text{AVG}} = 0.30$

Post-Developed Site – Using County Standard No D-5:

<u>Condition</u>	<u>Area</u>	<u>Value</u>
Roof Surfaces	0.176	0.95
Street Paving	0.023	0.90
Curb, Gutter, Sidewalk, Conc. Ramps	0.030	0.90
Yards/Landscaping/Parkways	1.692	0.30

Weighted Permeability

$$\text{Coefficient: } C_{\text{AVG}} = [(0.176)*(0.95) + (0.023)*(0.90) + (0.030)*(0.90) + (1.692)*(0.30)]/1.921$$

Post-Developed $C_{\text{AVG}} = 0.38$



Applies to Pages 1 thru 5

Runoff Flow:**Pre-Developed Flows:**

Tributary Area = 1.921 acres

$T_c = 10$ min

$I_{10} = 2.95$ in/hr

$I_{100} = 5.50$ in/hr

$$Q_{10} = (0.30) * (2.95) * (1.921) = 1.700 \text{ cfs (max. allowable outfall)}$$

$$Q_{100} = (0.30) * (5.50) * (1.921) = 3.170 \text{ cfs}$$

Post-Developed Flows:

Tributary Area = 1.921 acres

$T_c = 10$ min

$I_{10} = 2.95$ in/hr

$I_{100} = 5.50$ in/hr

$$Q_{10} = (0.51) * (2.95) * (1.921) = 2.890 \text{ cfs (max. allowable outfall)}$$

$$Q_{100} = (0.51) * (5.50) * (1.921) = 5.388 \text{ cfs}$$

OROVILLE RESCUE MISSION PALLET SHELTER							
10-YEAR STORM DRAIN TRENCH CALCULATIONS							
DMA 1 (ENTIRE SITE)							
3/27/2023							
0.08	= RUNOFF COEFFICIENT						
1.921	= AREA DRAINED						
30	= PERC. RATE IN MIN./INCH						
4.62778E-05	= PERC. RATE IN C.F.S./SQ. FT.						
0.15	= C*A						
63	= TRENCH LENGTH IN FEET						
8	= TRENCH WIDTH IN FEET						
5.5	= TRENCH DEPTH IN FEET						
1	= NUMBER OF TRENCHES						
643	= AREA AVAILABLE FOR PERCOLATION OUT OF THE TRENCH						
63	= LENGTH OF STORM DRAINAGE PIPE						
12	= DIAMETER OF STORM DRAIN PIPE (INCHES)						
49	= STORM WATER STORAGE AVAILABLE IN PIPE						
898	= STORM WATER STORAGE AVAILABLE IN TRENCH						
948	= TOTAL STORM WATER STORAGE SUPPLIED						
470	= STORM WATER STORAGE REQUIRED						
Tc	I10	Q IN	Q OUT	Q PRE	Q NET	TIME	STORAGE REQD.
MIN.	IN/HR	C.F.S.	C.F.S.	C.F.S.	C.F.S.	SEC.	CU. FT.
5	4.120	0.6332	0.0297	0.0000	0.6034	300	181
10	2.950	0.4534	0.0297	0.0000	0.4236	600	254
15	2.380	0.3658	0.0297	0.0000	0.3360	900	302
30	1.690	0.2597	0.0297	0.0000	0.2300	1800	414
60	1.020	0.1568	0.0297	0.0000	0.1270	3600	457
120	0.618	0.0950	0.0297	0.0000	0.0652	7200	470
180	0.474	0.0728	0.0297	0.0000	0.0431	10800	466
720	0.162	0.0249	0.0297	0.0000	-0.0048	43200	-209
1440	0.117	0.0180	0.0297	0.0000	-0.0118	86400	-1015

Two Options for Calculating the Design Volume for the Volumetric BMPs

For projects in the Central Valley from Shasta County to Fresno County

Perform the following steps and enter the requested data. Print this page and include with the project's submittal.

Name of the DMA: DMA-1 (ENTIRE SITE)

Step 1: Enter the size of the Drainage Management Area (DMA): 83,669 Square Feet

Step 2: Enter the total percentage of impervious area in the DMA: 12% impervious

$i = 0.12$ This is the impervious coefficient (i) used for the Urban Runoff Quality Management approach

Enter the number of existing or planned trees in the DMA:

Evergreen: Deciduous:

Total Tree Credit: 0.0 ft³

Step 3: Specify the project location:

Mileage: Redding to Sacramento 150 miles
Sacramento to Fresno 160 miles

Is the project north or south of Sacramento?

North Select One

What is the distance from Sacramento?

80 Enter miles

Percent of distance from Sacramento to Redding

53.3%

Step 4: Specify the composite (average) runoff coefficient for the DMA:

Enter average runoff coefficient for the DMA:

0.38 Enter decimal coefficient

(Refer to the coefficient (ab))

$C = 0.123$

This is your volumetric design value for the DMA based on the site location and average runoff coefficient

DMA's Unit Basin Storage Volume (inches): 0.31

$P6 = 0.55$

Basis for the Calculations (Refer to the attached CASQA Rain Graphs):

		Runoff Coefficients				
		0.25	0.50	0.75	1.00	
Weather Stations	Redding	0.22	0.44	0.66	0.88	Unit Basin Storage Volumes (inches) using 80% runoff capture with 48-hour draw down times
	Sacramento	0.18	0.36	0.54	0.72	
	Fresno	0.12	0.24	0.37	0.49	
	Project Location	0.20	0.40	0.60	0.81	

Regression constant for 48-hour draw

down (a) = 1.963

Step 5: Select one of the two optional calculations of the required BMP capture volume for the DMA:

Using the CASQA BMP Handbook Approach:

Required Capture Volume:

Don't use this one Specify selection

2,134 cubic feet

15,960 gallons

0.049 acre-feet

Using the Urban Runoff Quality Management Approach:

Required Capture Volume:

Use this one Specify selection

927 cubic feet

6,933 gallons

0.021 acre-feet

Maximum Detention Volume (Pd) =

0.133 inches

=(a)(P6)(C)

PCSP Calculator

Infiltration Trench

Site Name:

OROVILLE RESCUE MISSION PALLET SHELTER

DMA Area, A

83,669 ft²

DMA 1

Impervious Area, A_i10,040 ft²

12.00%

SDV

927.0 ft³

Infiltration rate, f

2.00 in./hr.

Max. depth of water infiltrated in
48 hours, d_{max}

8.00 ft

Volume infiltrated in 48 hours

4,032 ft³

Pipe 1 length (ft.)

63.0 ft

Pipe 1 diameter (ft.)

1.00 ft

Pipe 1 volume (ft³)49.48 ft³

Trench length (ft)

63.00 ft

Trench width (ft)

8.00 ft

Trench depth (ft)

5.50 ft

Gravel Layer Porosity, n_{gl}

33%

Trench volume (ft³)898.43 ft³

Calculated treatment volume:

947.91 ft³Treatment volume specified in
plans:1,655 ft³

Treatment Provided:

947.9 ft³

Treatment Deficit / Surplus:

20.9 ft³



**W. GILBERT
ENGINEERING**

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LANDSCAPE ARCHITECTURE
CONSTRUCTION STAGING



5/10/2023

CITY OF GROVILLE
COUNTY OF BUTTE
STATE OF CALIFORNIA

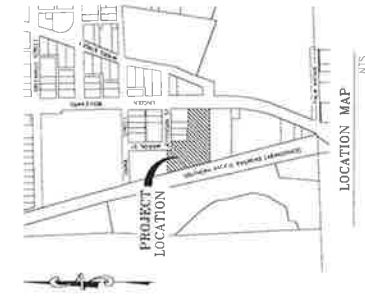
**OROVILLE RESCUE MISSION PALLET SHELTER
GRADING AND DRAINAGE PLAN
EXISTING SITE PLAN**

REV	DATE	DESCRIPTION

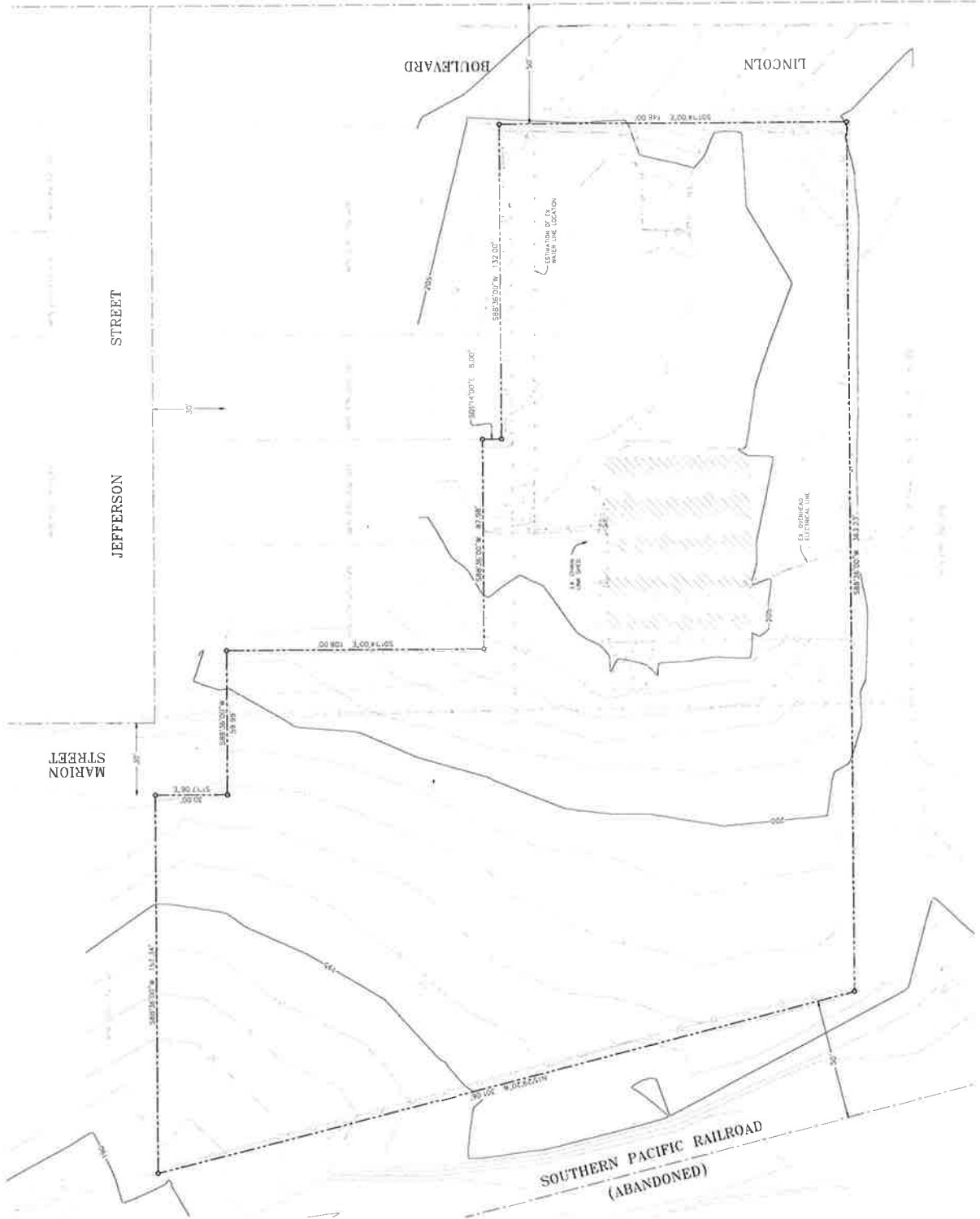
C1

DRAWN BY: JWG
CHECKED BY: JWG
DATE: 5/10/23

Item 6.



- LEGEND:**
- EXISTING GROUND CONTOUR (10' INTERVAL)
 - PROPOSED GROUND CONTOUR (1' INTERVAL)
 - PROPERTY LINE
 - NEIGHBORING PROPERTY LINE
 - RIGHT OF WAY CENTERLINE
 - EXISTING FENCE
 - EXISTING EDGE OF PARKWAY
 - EXISTING CHALK DRAWN WAY
 - EXISTING SANITARY SEWER LINE WITH MANHOLE
 - EXISTING UTILITY POLE
 - EXISTING GUY WIRE ANCHOR
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING HOSE BIB
 - EXISTING ELECTRICAL METER
 - EXISTING CONCRETE
 - EXISTING BUILDING TO REMAIN
 - EXISTING GRADE ELEVATION
 - FINISH GRADE ELEVATION
 - FINISH FLOOR ELEVATION





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Surveying
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5-1102023

CITY OF ORVILLE
COUNTY OF BUTTE
ORVILLE RESCUE MISSION PALLET SHELTER
GRADING AND DRAINAGE PLAN
GRADING PLAN

NO.	DATE	REVISION
1	05/10/2023	ISSUED FOR PERMIT

C2

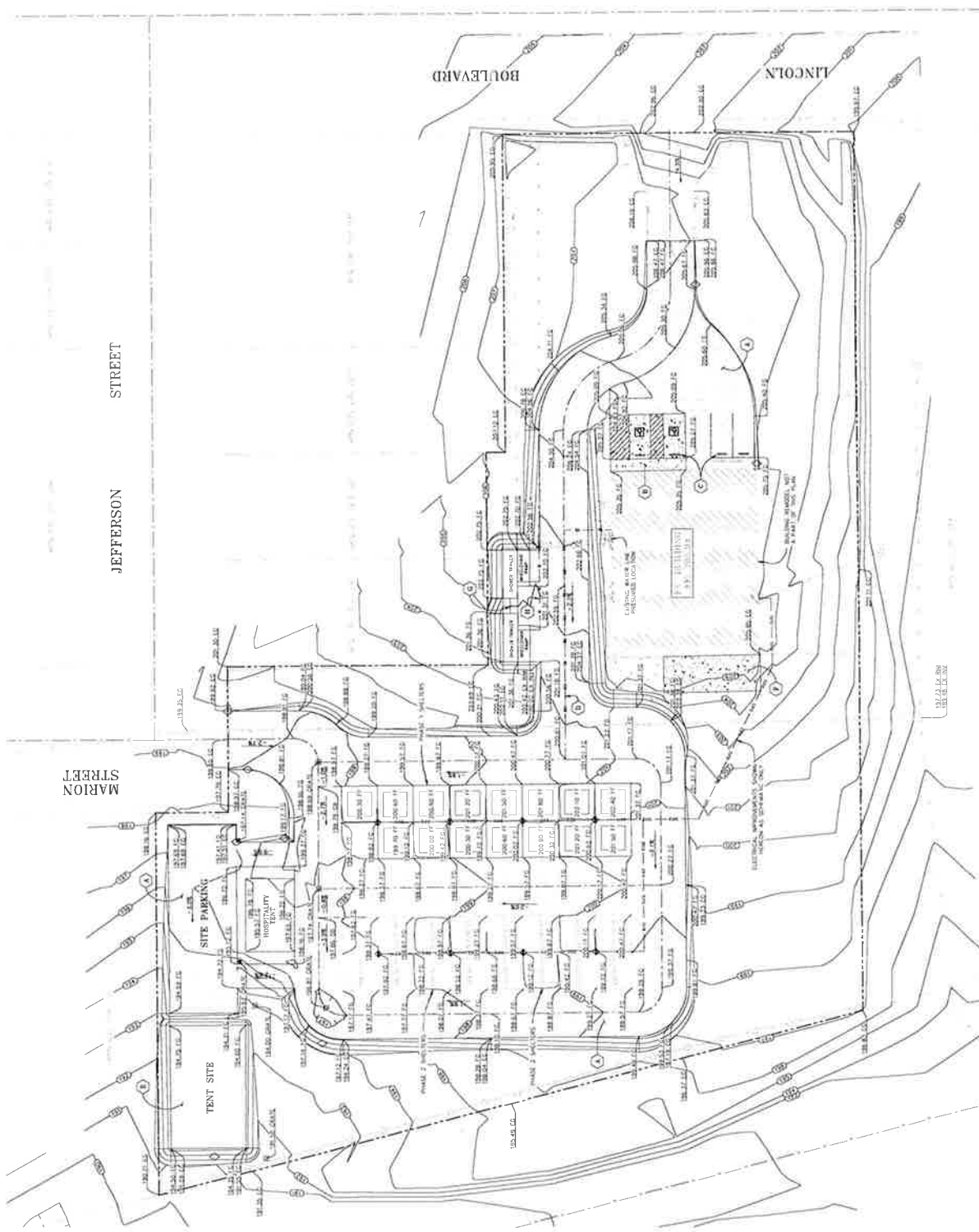
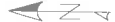
DATE: 05/10/2023
DRAWN BY: JWG
CHECKED BY: JWG
APP. BY: JWG

Item 6.

- CONSTRUCTION NOTES:**
- A. INSTALL 2.0/12.5 SF OF DRIVEWAY TYPICAL SECTION, SEE DETAIL ON THIS SHEET.
 - B. INSTALL 7.0/0.9 SF OF 4" THICK RCC SIDEWALK AND ADA PARKING STALL ON 2" SAND
 - C. INSTALL (4) CONCRETE PARKING STOPS
 - D. INSTALL 101 LF 4" PVC SS PIPE, S= 0.035, 7/1 MIN. COVER, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. PRIOR TO CONSTRUCTION INV AT ILL 189.984 VERT. Y.
 - E. COMPACT 1.5/7.0 SF 4A3/2.0A S.O.B. TO 95% RELATIVE DENSITY AT TENT SITE
 - F. INSTALL 197 X 40' PCC SLAB
 - G. INSTALL 13 LF 4" PVC SS PIPE, S= 0.035, 7/1 MIN. COVER, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. PRIOR TO CONSTRUCTION
 - H. INSTALL 80 LF X 1" PVC WATER LINE, CONNECT TO EXISTING WATER SERVICE FOR EXISTING BUILDING



COMPACT TOP 8" OF
SUBGRADE TO
95% RELATIVE DENSITY
SECTION
N.T.S.





June 2, 2023
Page 1 of 1

MISSION ESPERANZA DEVELOPMENT PROJECT

PROJECT NO. Bid RFP #RM-05-2023

ADDENDUM NO. 4

The contract plans and specifications for the above noted project are hereby modified as follows:

ITEM	TITLE	DESCRIPTION OF CHANGE/INSTRUCTIONS
------	-------	------------------------------------

1	Bids Due/Bid opening date change	The Bids due/Bid Opening has been pushed back to Friday, June 9 th at 11:30 am.
2		
3		

This addendum shall accompany each bid proposal submitted, shall become a part of the contract documents.

Signature of Bidder

Date

NOTE: Attach Addendum to bid proposal

Amy Bergstrand
Director, Business Assistance & Housing Development, City of Oroville

DISTRIBUTION: PublicPurchase.com

June 7, 2023
Page 1 of 1

MISSION ESPERANZA DEVELOPMENT PROJECT

PROJECT NO. Bid RFP #RM-05-2023

ADDENDUM NO. 5

The contract plans and specifications for the above noted project are hereby modified as follows:

ITEM	TITLE	DESCRIPTION OF CHANGE/INSTRUCTIONS
------	-------	------------------------------------

1	All Questions and Answers	The attached is list of all questions and answers received through Public Purchase.
2		
3		

This addendum shall accompany each bid proposal submitted, shall become a part of the contract documents.

Signature of Bidder

Date

NOTE: Attach Addendum to bid proposal

Amy Bergstrand
Director, Business Assistance & Housing Development, City of Oroville

DISTRIBUTION: PublicPurchase.com

Questions for Bid RFP #RM-05-2023 - MISSION ESPERANZA DEVELOPMENT PROJECT**Question #1**

Please confirm there is no existing natural gas line at the property.

May 19, 2023 3:12:44 PM PDT

By: Butte Construction Company - Bccppw123

Answers

No, the only gas line is at the neighboring Rescue Mission parcel.

May 22, 2023 9:22:53 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #2

Please confirm power will be needed at the hospitality tent.

May 19, 2023 3:13:00 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Yes, power will be needed.

May 22, 2023 9:23:10 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #3

Please confirm Phase 2 price is to include 15 shelter pads in lieu of 5 shelter pads as stated in the Project Description (Specifications and Contract Documents).

May 19, 2023 3:13:25 PM PDT

By: Butte Construction Company - Bccppw123

Answers

The plan is to eventually have 30 pallet shelters. Round 1 funding covers the purchase of 15 shelter units and Round 2 will cover 5 more, if funded. With the potential of other funds, we will purchase the final 10 units. The project scope should include the development of 30 pallet shelter pads complete with electrical connections ready for the placement of shelter units.

May 22, 2023 9:23:30 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #4

Please confirm that electrical and plumbing connections to the shelters are by general contractor after shelters have been constructed.

May 19, 2023 3:13:41 PM PDT

By: Butte Construction Company - Bccppw123

Answers

No plumbing to shelters. Yes, the final electrical connection to the shelters will be by the contractor once the shelters have been constructed.

May 22, 2023 9:23:54 AM PDT

By: DNevers1735

Archive

Answer

Reject

Item 6.

Question #5

Please confirm that the hospitality tent is provided and installed by others.

May 19, 2023 3:13:54 PM PDT

By: Butte Construction Company - Bccppw123

Answers

The hospitality tent, for the time being, will be a ready to assemble carport cover. Yes, it will be set up and installed by others.

May 22, 2023 9:24:18 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #6

Please confirm that perimeter fencing upgrades are to be priced as an alternate.

May 19, 2023 3:14:08 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Yes, please price replacement/upgrade as an alternative.

May 22, 2023 9:24:41 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #7

Please confirm any electrical service upgrades are going to be handled by the owner.

May 19, 2023 3:14:23 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Electrical service upgrades will be identified and completed by contractor.

May 22, 2023 9:25:00 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #8

Please provide the size of the existing water service.

May 19, 2023 3:14:36 PM PDT

By: Butte Construction Company - Bccppw123

Answers

The existing water service size is 5/8"

Jun 2, 2023 4:33:54 PM PDT

By: DNevers1735

Archive

Answer

Reject

Question #9

Please confirm that any upgrades to the existing water service will be provided and installed by the owner and Cal Water.

May 19, 2023 3:14:50 PM PDT

By: Butte Construction Company - Bccppw123

Answers

The need for a water service upgrade will be identified by contractor and application will be completed by the Rescue Mission. CalWater will complete the upgrade of the service.

May 22, 2023 9:26:53 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #10

96

Please confirm that the owner and Cal Water will provide and install a fire water service and bring it to the property line, if heeded.

May 19, 2023 3:15:09 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Same answer as Question #9.

Jun 7, 2023 11:27:02 AM PDT

By: DNevers1735

Answer

Archive

Reject

Question #11

Please clarify if interior walls may be partial height or if they need to be full height.

May 19, 2023 3:15:23 PM PDT

By: Butte Construction Company - Bccppw123

Answers

This will be determined by the building code if allowable.

May 22, 2023 9:27:30 AM PDT

By: DNevers1735

Answer

Archive

Reject

Question #12

Are the walkways between each of the pallet homes and from the pallet homes to the main building compacted rock or concrete?

May 23, 2023 12:20:39 PM PDT

By: Joseph Goitia - SynergyBuilders

Answers

Page C2 of the plan set describes the driveway section as having "Compact Top 6" of subgrade to 95% relative compaction" and "Place 4" class 2 AB compacted to 95% relative compaction" for the driveway and around the shelters.

May 25, 2023 5:01:31 PM PDT

By: DNevers1735

Answer

Archive

Reject

Question #13

Are the windows in the offices to be interior or exterior?

May 25, 2023 2:41:02 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Interior. Only exterior windows are for the dorms. The double doors on the west side of the property that face the pallet shelters should be glass to see through.

Jun 2, 2023 4:34:19 PM PDT

By: DNevers1735

Answer

Archive

Reject

Question #14

Based on the site walk, it appeared there was not enough incoming power to support the electrical needs of the proposed development. Please confirm the owner will contract directly with PG&E to design and upgrade the incoming power all the way into the new switchgear which would be provided and installed by contractor.

May 25, 2023 5:34:41 PM PDT

By: Butte Construction Company - Bccppw123

Answers

I'd like the Contractor to provide this level of work with PG&E.

Jun 2, 2023 4:41:29 PM PDT

By: DNevers1735

Answer

Archive

Reject

Question #15

For the perimeter fence rehab/replacement - please clarify what is to be done with the existing fence:

- Leave in place and build new fence up against the existing fence
- Cut fence posts at ground level (leaving footing in place) and dispose of posts and fence panels
- Remove and dispose of post and fence post footings, fence panels and fill post holes with dirt

May 25, 2023 5:35:05 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Ideally, the existing fence would be removed and the posts and panels appropriately disposed of and a new chain link fence with privacy slats and a gate would replace it on the west and north west sides of the back lot. If funding is going to be an issue, then the existing fence would need to remain and be stabilized or "shored up".

Jun 2, 2023 4:41:45 PM PDT

By: DNevers1735

Archive

Answer

Reject

Question #16

Please clarify if the exterior of the building to be painted?

May 25, 2023 5:35:33 PM PDT

By: Butte Construction Company - Bccppw123

Answers

No, the exterior does not have to be painted

Jun 7, 2023 11:10:39 AM PDT

By: DNevers1735

Archive

Answer

Reject

Question #17

Please clarify what is the drywall finish to be?

May 25, 2023 5:35:55 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Knock-down finish

Jun 2, 2023 4:42:01 PM PDT

By: DNevers1735

Archive

Answer

Reject

Question #18

Please confirm the washers and dryers will be provided and installed by others.

May 25, 2023 5:36:13 PM PDT

By: Butte Construction Company - Bccppw123

Answers

Yes, the washers/dryers will be provided and installed by Mission staff

Jun 2, 2023 4:42:42 PM PDT

By: DNevers1735

Archive

Answer

Reject

Question #19

Please clarify if the "L" shaped figure in the laundry room is casework, a shelf, a counter or if this is something by others.

May 25, 2023 5:36:30 PM PDT

By: Butte Construction Company - Bccppw123

Answers

The L shape is a counter for folding laundry on-does not require an enclosure

Jun 2, 2023 4:43:01 PM PDT

By: DNevers1735

or cabinet below it. This should be included in the bid.

Item 6.

Archive

Reject

Answer

Question #20

Please clarify if existing building is a conditioned space with heating and cooling?

May 25, 2023 7:52:09 PM PDT
By: REM Construction - tschell

Answers

The rehabilitation of this facility should include conditioned space; it is not conditioned as it stands currently.

May 26, 2023 12:24:26 PM PDT
By: DNevers1735

Archive

Reject

Answer

Question #21

Please clarify that entire ceiling will be framed in, taped and textured with R-30 insulation in attic.

May 25, 2023 7:53:02 PM PDT
By: REM Construction - tschell

Answers

If not intended to be framed and sheet rocked, it may be requested during plan review to do so.

May 26, 2023 12:24:00 PM PDT
By: DNevers1735

Archive

Reject

Answer

Question #22

Please clarify that the owner understands roof is leaking at this time and will need a new roof.

May 25, 2023 7:53:37 PM PDT
By: REM Construction - tschell

Answers

There are a couple minor leaks that will need to be repaired. This will be tackled with future funding that will most likely be received during the construction phase (change order)

May 26, 2023 12:22:56 PM PDT
By: DNevers1735

Archive

Reject

Answer

Question #23

Please clarify the three rolling door openings. What is to be done with them?

May 25, 2023 7:54:37 PM PDT
By: REM Construction - tschell

Answers

The rolling door on the east side of the building will need to be framed in and enclosed to create an emergency exit door from the women's dorm.
The rolling door on the north side of the building will need to be framed in and sheet rocked.
The rolling door on the west side of the building should be removed and framed in to include a double-glass door entry which will serve as the main entry doors into the facility. These double doors will open to the concrete pad and overhang area serving as the storage area -the glass on these doors should include reflective material to defray the sun and block UVs

Jun 7, 2023 11:11:10 AM PDT
By: DNevers1735

Archive

Reject

Answer

Question #24

Please clarify the occupancy number inside the building as additional design will be required for exiting.

May 25, 2023 7:55:16 PM PDT
By: REM Construction - tschell

Answers

99

This will be determined by the building code as applied by the architect and reviewed by the building department. There will be no more than 40 persons sleeping inside in a congregate setting.

May 26, 2023 12:21:56 PM
By: DNevers1735

Item 6.

Archive

Answer

Reject

Question #25

Please clarify storefront door system at new entrance to storage cover.

May 25, 2023 7:56:07 PM PDT
By: REM Construction - tschell

Answers

If I am understanding the question correctly, the rolling door on the west side of the building will be removed and framed in to include a double door that is glass. On the west end of the facility will be concrete pad all the way across the facility that will include an over hang/storage cover that will house storage bins underneath and to the left and right of the double doors

May 26, 2023 12:21:24 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #26

Please clarify once saw cutting to new restroom is complete that there is sufficient fall to existing sewer.

May 25, 2023 7:57:00 PM PDT
By: REM Construction - tschell

Answers

We will leave this to the contractor or sub of the contractor to determine.

May 26, 2023 12:20:48 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #27

Please clarify existing sewer is big enough for this project.

May 25, 2023 7:57:26 PM PDT
By: REM Construction - tschell

Answers

LOAPUD has verified that the existing sewer system can accommodate the number of persons and EDUs at the site. The Mission has started the paperwork process with LOAPUD for off-site improvements and the score study that is required for more than 20 EDUs.

May 26, 2023 12:20:11 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #28

Please clarify that the owner understands that the current schedule is not doable with the current expectations. It will take two months just to get the permit and the new engineered drawings due to the current work load of the design professionals in the area.

May 25, 2023 7:59:19 PM PDT
By: REM Construction - tschell

Answers

It is our expectation that we be able to open the facility by the end of November

May 26, 2023 12:19:38 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #29

Please confirm the existing concrete is the flooring the owner wants. If not what is to be added?

May 25, 2023 8:00:06 PM Item 6.
By: REM Construction - tschell

Answers

Floor epoxy coating for high traffic facilities would be best

May 26, 2023 12:19:06 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #30



Please confirm that city will not require a new fire hydrant to service this project.

May 25, 2023 8:00:47 PM PDT
By: REM Construction - tschell

Answers

A new hydrant will be required as the nearest is two parcels away.

May 26, 2023 12:18:37 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #31



Please confirm PG&E has been contacted and an application has been submitted.

May 25, 2023 8:01:38 PM PDT
By: REM Construction - tschell

Answers

The Project Manager will work with the contractor to complete the PG&E application process as permits need to be provided to PG&E along with project specific electrical load needs, etc.

May 26, 2023 12:18:08 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #32



Please provide all permits required and provide an estimate for these so everyone is bidding equally.

May 25, 2023 8:02:39 PM PDT
By: REM Construction - tschell

Answers

Permits will be all applicable building permits and grading permit. Permits will be zero dollars as the City is the parenting agency on the project and the parcel lessee.

May 26, 2023 12:17:46 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #33



Please provide the most recent site plan from job walk showing the shower trailer slabs and associated utilities.

May 26, 2023 9:50:44 AM PDT
By: Butte Construction Company - Bccppw123

Answers

This has been added to the Public Purchase Bid page

Jun 2, 2023 4:44:01 PM PDT
By: DNevers1735

Archive

Answer

Reject

Question #34



Please confirm the collateral loading capacity of the metal building is sufficient to support the fire sprinkler system.

May 26, 2023 10:55:04 AM PDT
By: Butte Construction Company - Bccppw123

Answers

Yes, this should be ascertained by an architect or engineer

Jun 2, 2023 4:44:29 PM PDT
By: DNevers1735

Archive

Item 6.

Answer

Reject

Ask a Question

View Bid

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Bid RFP #RM-05-2023 - MISSION ESPERANZA DEVELOPMENT PROJECT Addendum #6 - Addendum

Information Deleted: ~~Deleted~~Information Added: ~~Added~~Bid Type **RFP**Bid Number **RM-05-2023**Title **MISSION ESPERANZA DEVELOPMENT PROJECT**Start Date **May 8, 2023 5:22:53 PM PDT**End Date **Jun 9, 2023 11:30:00 AM PDT**Agency **City of Oroville**

Bid Contact **Dawn Nevers**
(530) 538-2405
dnevers@cityoforoville.org
1735 Montgomery Street
Oroville, CA 95965

Description

Project Description

The PROJECT (Phase 1) consists primarily of:

- ♦♦Mission Esperanza (Low-barrier Navigation Center and Shelter) Development
 - Contractor shall prepare/provide all engineering required for the project/permits, based on a draft concept plan (Exhibit A) and the provided site plan (Exhibits ♦♦and C)
- - Designs for shared bathrooms, sleeping and other common areas shall incorporate adequate capacity of accessible accommodations
 - Rehabilitate and repair an existing warehouse for use as a congregate homeless shelter by constructing wood framed walls, 2 dormitories for sleeping, ADA compliant showers and restroom facilities (men♦♦♦s, women♦♦♦s, non-gender specific), 5 private offices, ADA compliant entrances/exits, HVAC system, appropriate ventilation, windows in offices, insulation, laundry room, lighting, fire extinguishers
 - Construct a storage area that has adequate spacing to accommodate (75) 95-gallon locking storage bins. This area will include an attached overhang and concrete pad, as well as exterior lighting
- Alternative Sheltering Expansion
 - Using the Pallet Shelter Minimum Design Requirements (Exhibits D and E), prepare 15 pallet shelter ♦♦♦pads♦♦♦ that have adequate drainage around each unit, have established electrical connections, include walking paths to main facility and are appropriately spaced 10 feet apart from one another
 - Level area, implement drainage and develop water and sewer access/connections for two portable shower trailers
- The project must adhere to the California Building Energy Efficiency Standards-Title 24
- The project shall implement design features that utilize latest best practices in accessible design
- The project must adhere to AB 1197-CEQA Exemption for Supportive Housing and Emergency Shelters

♦♦The PROJECT (Phase 2) consists of: (funding for Phase 2 is contingent upon a grant award in late May)

- Alternative Sheltering Expansion
 - Using the Pallet Shelter Minimum Design Requirements (Exhibits C and D), prepare 5 pallet shelter pads that have adequate drainage around each unit, have established electrical connections, include walking paths to main facility and are appropriately spaced 10 feet apart from one another
- Site Safety and Security
 - Exterior lighting around pallet shelters, hospitality tent, portable shower, safe parking areas,
 - Rehabilitate/repair/replace perimeter fencing

Item 6.

ADDENDUM #1: Final and Signed Site/Grading/Drainge Plan Added**ADDENDUM #2:** 05/22/2023

1	Mandatory Pre-Bid Conference	Sign-In Sheet uploaded
2	Perimeter Fence	Submit as Alternative Bid Item No. 1
3	Relocate Women's Restroom to southeast corner of building	Submit as Alternative Bid Item No. 2 see attached Exhibit A (floorplan) update

ADDENDUM #3: Replace outdated version of Site Plane with updated version.**ADDENDUM #4:** Push Bid End Date back to Friday, June 9th at 11:30am.**ADDENDUM #5:** ~~(To come Monday June 5th)~~ — Answers to all questions received.**Pre-Bid Conference**

Date: May 19, 2023 10:00:00 AM PDT

Location: 4250 Lincoln Blvd., Oroville, CA

Notes: Bidders must attend a pre-bid walk-through on-site. The scheduled walk-through is:Friday, May 19, 202310:00 AMMission Esperanza4250 Lincoln Blvd., Oroville

*

Vendor attendance is required

No Attachments

Documents

Name	Posting Date	Acceptance
Bid Book Mission Esperanz	May 8, 2023 5:20:49 PM PDT	No
Esperanza Rehabilitation C	May 8, 2023 5:21:02 PM PDT	No
Oroville Rescue Mission Pa	May 31, 2023 6:10:37 AM PDT	No
Site Plan_Exhibit C.pdf	May 8, 2023 5:22:12 PM PDT	No
Shelter 100 Product Specs	May 8, 2023 5:21:55 PM PDT	No
Pallet Infrastructure Guide	May 8, 2023 5:21:37 PM PDT	No
Addendum No. 2.pdf	May 22, 2023 5:24:27 PM PDT	No
Sign In Sheet_Mision Espe	May 22, 2023 9:33:32 AM PDT	No

Name	Posting Date	Acceptance	Item 6.
 Alternate No. 2_Relocate V	May 22, 2023 5:24:02 PM PDT	No	
 Addendum No. 3.pdf	Jun 2, 2023 5:02:13 PM PDT	No	
 Addendum No. 4.pdf	Jun 2, 2023 5:02:29 PM PDT	No	
 Addendum No. 5 with Qs.	Jun 7, 2023 12:31:51 PM PDT	No	

[Return to Bid](#)

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADMINISTRATOR
RE: OROVILLE CHAMBER OF COMMERCE ANNUAL BBQ
DATE: AUGUST 1, 2023

SUMMARY

The Council will consider the authorization for the purchase of one or two sponsor tables at the 2023 Oroville Chamber of Commerce Annual BBQ to be held on August 17, 2023

DISCUSSION

The Oroville Area Chamber of Commerce is hosting the annual BBQ to support the Chamber at Riffles Resort. The city has traditionally supported this event by purchasing one or two tables at the event. The cost of each table is \$455. Each table includes seating and dinner for 8 people. The event will feature speakers from the Chamber and Member Businesses. This is an opportunity to support the Chamber as the Chamber supports and promotes the businesses of the city.

FISCAL IMPACT

Reduction of the Mayor's and Council's budget line item - Special Department Expenses. There is currently \$3,000 available.

RECOMMENDATION

Authorize Staff to purchase one or two tables for the city at the 2023 annual BBQ.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2023/24

DATE: AUGUST 1, 2023

SUMMARY

The City Council will consider the annual special tax relating to the City's Community Facilities Districts ("CFD's"): No. 2006-1 and No. 2006-2.

DISCUSSION

In October 2006, the City completed the formation of two CFD's designed to establish a special tax for subdivision projects in the Thermalito area. CFD No. 2006-1 was formed to fund the design and construction of a fire and police facility to be located at the Oroville Airport. CFD No. 2006-2 was formed to provide ongoing funding to maintain and staff these facilities in perpetuity. Both CFD's are funded through the collection of a special tax attached to the property tax bill issued by the Butte County Tax Collector's Office. Currently, four subdivisions are included in these CFD's. The rate and method of apportionment provides for the collection of certain tax amounts for both final mapped property without building permits issued (final mapped property) and final mapped property that have had a building permit issued (developed property).

Per Senate Bill 165, an annual Report for each CFD must be filed with the City Council. The annual report shall contain all of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 or Section 53410.

The attached Reports fulfill these minimum requirements.

The City Council will consider the following items for the two CFD's:

1. Establish the annual special tax for Fiscal Year 2023/24; and
2. Direct the Butte County Auditor-Controller's Office to attach the special tax to the property tax bill of those final mapped and developed parcels within the two CFD's.

FISCAL IMPACT

Funds are collected on the Butte County tax roll and placed into a "Special Fund" account for specified expenses within the two CFD's.

RECOMMENDATION

1. Adopt Resolution No. 9170 - **A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2023/24**
2. Adopt Resolution No. 9171 - **A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2023/24**
3. Authorize the Mayor to sign the Proposition 218 or Compliance Certification and Hold Harmless Statement for inclusion on the 2023/24 Butte County Tax Roll.

ATTACHMENTS

Resolution No. 9171

Resolution No. 9170

Proposition 218 or Compliance Certification of Special Tax Levy

**CITY OF OROVILLE
RESOLUTION NO. 9170**

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2023/24

WHEREAS, the Oroville City Council (hereafter referred to as the “legislative body”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the “Mello Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-1, Westside Public Safety Facilities (hereafter referred to as “CFD No. 2006-1”) and,

WHEREAS, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-1 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:

Section 1 That the above recitals are true and correct.

Section 2 The specific special tax rate to be collected for CFD No. 2006-1 for the upcoming fiscal year (2023/24) is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as “Exhibit A”.

TYPE	RATE
Developed Property	\$600.00 per Developed Property
Final Mapped Property	\$300.00 per Final Mapped Property

Section 3 That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-1, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

Section 4 That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. **Preliminary and Incidental Expense and Appurtenant Work and Improvements** – the authorized facilities shall be deemed to include the costs and expenses of mobilization, clearing, grubbing, protective fencing and erosion control, excavation, dewatering, lime treatment, drainage ditches, rock outfalls, curb, gutter and sidewalks, base and finishing pavement, striping, traffic signals, street lights, landscaping, irrigation, soundwalls, retaining walls, barricades and related appurtenant work and facilities, together with the costs and expenses of engineering design, environmental analysis, utility relocation, permits for work in jurisdictional waters, right-of-way acquisition, plan review, project management, construction related surety bonds or like security instruments, construction staking and management, inspection and any like fees and costs incidental to such acquisition, construction and installation.
- B. Fire station and related firefighting and suppression equipment, furniture and furnishings.
- C. Police substation and related furniture, furnishings and equipment.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

Section 5 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

Section 6 All monies collected shall be paid into a fund for CFD No. 2006-1, including any reserve fund amounts.

Section 7 The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked “public services” or “special tax” or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

Section 8 The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 1, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Jackie Glover, Assistant City Clerk

**PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS
STATEMENT 2023-2024**

The City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIC and XIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2023-2024** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) *“Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).”*

Article XIII D. Sec. 5 *“...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article.”*

Article XIII E. Sec. 6 (d) *“Beginning July 1, 1997, all fees or charges shall comply with this section.”*

The City of Oroville agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____

Mayor, David Pittman

ASSESSMENT TITLE: Public Safety Services

TAXCODE: 94001

PLEASE ONLY CHECK ONE:

Is This a Compliance Certification ☒ OR A Proposition 218 Certification _____

**CITY OF OROVILLE
RESOLUTION NO. 9171**

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2023/24

WHEREAS, the Oroville City Council (hereafter referred to as the “legislative body”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the “Mello Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-2, Public Safety Services (hereafter referred to as “CFD No. 2006-2”) and,

WHEREAS, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-2 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:

Section 1 That the above recitals are true and correct.

Section 2 The specific special tax rate to be collected for CFD No. 2006-2 for the upcoming fiscal year (2023/24) is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as “Exhibit A”.

TYPE	RATE
Developed Property	\$600.00 per Developed Property
Final Mapped Property	\$300.00 per Final Mapped Property

Section 3 That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-2, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

Section 4 That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. Fire protection and suppression.
- B. Police protection.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

Section 5 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

Section 6 All monies collected shall be paid into a fund for CFD No. 2006-2, including any reserve fund amounts.

Section 7 The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services" or "special tax" or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

Section 8 The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 1, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Jackie Glover, Assistant City Clerk

**PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS
STATEMENT 2023-2024**

The City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIC and XIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2023-2024** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) *“Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).”*

Article XIII D. Sec. 5 *“...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article.”*

Article XIII E. Sec. 6 (d) *“Beginning July 1, 1997, all fees or charges shall comply with this section.”*

The City of Oroville agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____

Mayor, David Pittman

ASSESSMENT TITLE: Westside Public Safety

TAXCODE: 94000

PLEASE ONLY CHECK ONE:

Is This a Compliance Certification ☒ OR A Proposition 218 Certification _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2023-24 TAX ROLL

DATE: AUGUST 1, 2023

SUMMARY

The Council may consider a Resolution certifying that the Sewer Service charges to be levied on the 2023-24 tax roll are in compliance with Proposition 218.

DISCUSSION

For the 2023-24 fiscal year (FY), there is no planned City sewer service rate increases for the City. There is a planned increase in the monthly wastewater treatment charges for Sewerage Commission – Oroville Region (SCOR) in the rate of \$4 per month for fiscal year 2023-24.

The City and SCOR monthly sewer service rates proposed for FY 2023–24 are summarized below.

SUMMARY OF MONTHLY SEWER COLLECTION AND TREATMENT RATES FOR FY 2023-24				
Sewer Collection (City)	City Increase from FY 2022–23	Sewer Treatment (SC-OR)	SC-OR Increase from FY 2022-23	Total Monthly Rates Combined (per EDU)
\$23.56	\$0	\$19.85	\$4.00	\$47.41

Both the City's and SCOR's sewer charges are collected through placement on the Butte County property tax bills by the City.

FISCAL IMPACT

Revenue obtained from the sewer collection and treatment charges will fund both the City's and SCOR's planned maintenance and capital improvement projects.

RECOMMENDATION

Adopt Resolution No. 9169 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY FOR FISCAL YEAR 2023-24 SEWER SERVICE CHARGES

ATTACHMENTS

Resolution No. 9169
Prop 218 or Compliance Certification and Hold Harmless Statement
SCOR increase notice and resolution

**CITY OF OROVILLE
RESOLUTION NO. 9169**

A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT OF TAX BILL LEVY

WHEREAS, the notices and election for special assessment fees for the purpose of the collection of sewer service charges to be included on the regular County property tax bill for property owners of the City of Oroville was completed on July 19, 2022; and

WHEREAS, the City of Oroville (City) is placing the special assessments on the Butte County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments, including compliance certification, to be collected per Health and Safety Code section 5470, et seq; and

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW THEREFORE BE IT RESOLVED by the Oroville City Council that the list submitted with parcel numbers and amounts are certified as being correct, the Mayor is hereby authorized to sign any documents required and directed to give the list to the Butte County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

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

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

Sewerage
Commission
Oroville
Region



Item 9.

◇ P.O. Box 1350 ◇ OROVILLE, CA 95965-1350 ◇ OFFICE 530.534.0353 ◇ FAX 530.534.3467 ◇

July 11, 2023

Mr. Brian Ring
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Dear Brian:

This letter is to advise you that in April 2021 the Sewerage Commission – Oroville Regions' Board of Commissioners adopted Resolution 05-21, A **RESOLUTION ESTABLISHING MONTHLY SEWER SERVICE CHARGE RESERVES IN UNRESTRICTED ACCOUNT**, that set the sewer service charges through fiscal year 2023/24. The sewer service charge for this fiscal year is set at \$23.85/EDU per month, which became effective July 1 2023.

Sincerely,

Glen E. Sturdevant
Manager

/lp

c: Ryan Jones, Legal Counsel
Ruth Duncan, City of Oroville Finance
File

Enclosure: Copy of Resolution 05-21

RESOLUTION 05-21**SEWERAGE COMMISSION – OROVILLE REGION****RESOLUTION ESTABLISHING MONTHLY SEWER SERVICE
CHARGE RESERVES IN UNRESTRICTED ACCOUNT**

WHEREAS, the Sewerage Commission – Oroville Region (SC-OR) is in the process of meeting additional regulatory requirements forthcoming in its NPDES permit.

WHEREAS, to meet the new requirements imposed on the treatment plant, major construction will need to take place.

WHEREAS, to meet the financial obligations to fund the needed construction, the Commission hired the firm of Provost and Pritchard to prepare a cost analysis for such project.

WHEREAS, on January 23, 2019 the SC-OR Board was presented with four schedule options for increasing sewer service charges, and adopted schedule 4 (listed below):

SC-OR Monthly EDU Charge	
FY 17/18	\$11.85
FY 18/19	\$11.85
FY 19/20	\$13.85
FY 20/21	\$15.85
FY 21/22	\$17.85
FY 22/23	\$19.85
FY 23/24	\$23.85

WHEREAS, on March 24, 2021 the SC-OR Board adopted Resolution 03-21 setting the 2021/2022 sewer service charge at \$17.85/EDU/month. Resolution 05-21 will establish the adopted sewer service charges through 2023/2024.

NOW THEREFORE BE IT RESOLVED THAT:

1. At the February 27, 2019 board meeting the Board of Commissioners voted unanimously to adopt option four (4) of the proposed EDU charge schedule.
2. Based upon the EDU charge schedule adopted, the monthly sewer service charge is hereby set at \$19.85/EDU/Month for fiscal year 2022/2023, and \$23.85/EDU/Month for fiscal year 2023/2024, beginning July 1st of their respective years.

PASSED AND ADOPTED this 28th day of April 2021 at the regular meeting of the Sewerage Commission - Oroville Region, duly noticed and conducted in the SC-OR offices, by the following vote:

AYES: COMMISSIONERS FAIRBANKS, HATLEY, REYNOLDS

NOES: NONE

ABSTAIN: NONE


Trevor Hatley, Chairman

ATTEST:


Glen E. Sturdevant, Clerk

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Total	\$4,466,861.64	
Record Count	3,617	

ATTACHMENT #2**PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS
STATEMENT 2023-2024**

The City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIC and XIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2023-2024** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) *“Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).”*

Article XIII D. Sec. 5 *“...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article.”*

Article XIII E. Sec. 6 (d) *“Beginning July 1, 1997, all fees or charges shall comply with this section.”*

The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____

Mayor David Pittman

ASSESSMENT TITLE: Sewer Tax Roll TAXCODE: 77001

PLEASE ONLY CHECK ONE:

Is This a Compliance Certification X OR A Proposition 218 Certification _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: ANNUAL USE OF “MILITARY EQUIPMENT” AS DEFINED IN THE
OROVILLE MUNICIPAL CODE**

DATE: AUGUST 1, 2023

SUMMARY

In accordance with Ordinance No. 1865, the Oroville Police Department shall annually submit a Military Equipment Report. This report shall be submitted and publicly released, and within 30 days hold at least one well-publicized and conveniently located meeting, where the public can ask questions. This report will be placed on the August 15, 2023 agenda for further discussion and input.

DISCUSSION

In early 2022, the City of Oroville adopted an ordinance and policy which allowed the Oroville Police Department (OPD) to use “military equipment” as defined in Government Code sections 7070 through 7075. These sections of the Government Code also require a public agency that utilizes “military equipment” to provide an annual report on the ownership and use of such equipment.

Items deemed to be “military equipment” by Government Code sections 7070 through 7075 are used as a component of overall best practices for Law Enforcement Agencies (LEAs) throughout the country. These tools have been tested in the field, and are used by LEAs to enhance citizen and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the Oroville Police Department.

The term “military equipment” in fact does not necessarily indicate equipment that has been used by the military. Pursuant to Government Code sections 7070 through 7075, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control

vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs.

The Oroville Police Department is committed to using the most up to date tools and equipment to safeguard the citizens of the City of Oroville. Some of the items deemed to be “military equipment” by Government Code sections 7070 through 7075 are utilized by OPD, and LEAs across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. The items listed in the Military Equipment Use Policy, also provide OPD’s peace officers with vital tools that facilitate compliance with its stringent use of force policy.

An annual report is required pursuant to Government Code sections 7070 through 7075. The report is required to include the following items:

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

FISCAL IMPACT:

None

RECOMMENDATION

Receive report.

ATTACHMENTS

Annual report of Military Equipment use



CITY OF OROVILLE POLICE DEPARTMENT

2055 LINCOLN STREET • OROVILLE, CA 95966-5385

530-538-2448
Fax: 530-538-2409

Bill LaGrone, Jr.
Chief of Police
530-538-2451

ANNUAL REPORT OF MILITARY EQUIPMENT USE 2023

Pursuant to Government Code sections 7070 through 7075, the City of Oroville Police Department is required to provide an annual report outlining the use of "military equipment" as defined in the Government Code and in the Oroville Municipal Code Chapter 9.25. The annual report is required to include the following information:

1. A summary of how the Military Equipment was used and the purpose of its use (provided below).
2. A summary of any complaints or concerns received concerning the Military Equipment:
None 2022/2023.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response: **None 2022/2023.**
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing cost, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report (provided below).
5. The quantity possessed for each type of Military Equipment (provided below).
6. If the law enforcement agency intends to acquire additional Military Equipment on the next year, the quantity sought for each type of Military Equipment (provided below).

Summary of Military Equipment Utilized – Cost – and Quantity Possessed

Unmanned Aerial Systems

a. Description, Quantity, Capabilities, and Purchase Cost:

DJI M300 with HT20 drone, Quantity 1, Cost \$25,000 each

- The Mavic 2 Enterprise was specifically built to serve industries and applications in public safety, inspection, search & rescue, fire response, and law enforcement. This Unmanned Aerial System (UAS) is a battery powered, remote operated device with a mounted camera, light and infrared imaging device. This UAS has proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of public safety personnel. This UAS has a flight time of 45 minutes.

b. **Purpose:** May be deployed when an arial view would enhance situational. awareness and assist officers or incident commanders during, but not limited to, the following occurrences:

- Arrest/Search Warrant
- CBRNE (Chemical, Biological, Radiological, Nuclear, Explosives)
- Crowd Control/Special Events
- Dignitary Protection Detail
- Disaster Management
- Ongoing Criminal Investigation
- Explosive Ordnance Disposal/Investigation
- Fire
- Forensic/Crime Scene
- Missing Persons Investigations
- Perimeter Search and Security
- Search and Rescue
- Traffic Collision
- Training
- Public Relations/Multimedia Productions
- Assisting outside agencies in any of the above situations
- Assisting other City of Oroville departments with carrying out their mission of better serving Oroville residents and visitors.

c. **Authorized Use:** UAS may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of UAS shall not be used in the following circumstance:

- To conduct random surveillance.
- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- UAS shall never be weaponized.

d. **Expected Lifespan:** 5 – 10 years

e. **Fiscal Impact:** \$500 - \$1000 battery replacement

- a. **Description, Quantity, Capabilities, and Purchase Cost:** Rifles are firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance. Rifles are magazine fed and either bolt-action or semi-automatic. Rifles can be configured for different purposes such as patrol, traffic motorcycle. The cost of the weapon greatly depends on the configuration. The below costs are averages. Submachine guns are magazine fed automatic carbines designed to fire handguns cartridges.

Colt AR15-A1 5.56, Quantity 15, Cost \$1400 each

Remington 700 .308, Quantity 1, Cost \$1400 each

Springfield M1A .308, Quantity 1, Cost \$1200 each

Plainfield M1 Carbine .30, Quantity 1, Cost \$900 each

Heckler and Koch MP5 submachine gun 9mm, Quantity 3, Cost \$2300 each

Winchester.308 WIN Match, Quantity 100 Cost \$2 each

- 165 gr specialized duty ammunition for the Patrol Officer

Hornady TAP 5.56 NATO, Quantity 1,800

- 75 gr ammunition for duty carbine rifles

Hornady TAP .223 Training .223 REM, Quantity 9,700

- 55 gr practice rounds used for qualifications and training

Federal 12g. Slug 1oz, Quantity 1295

- 1oz slug used by Patrol Officers

- b. **Purpose:** To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and desirable.
- c. **Authorized Use:** Only POST certified and department trained officers may use rifles. All personnel who are authorized to use a rifle must demonstrate proficiency annually.
- d. **Expected Lifespan:** Lifespans vary, and some have none as parts can be changed.
- e. **Fiscal Impact:** Annual maintenance is approximately \$50 for each weapon.

Distraction Devices

a. Description, Quantity, Capabilities, and Purchase Cost:

Defense Technology Mutli-Port Distraction Device, Quantity 3, Cost \$60

Defense Technology Fuse, Quantity 15, Cost \$34

- A non-bursting, non-fragmenting reusable device that produces a loud noise with an intense bright light. These distraction devices are commonly referred to as “flashbangs” and they are extremely useful for distracting dangerous persons during assaults, hostage rescues, and other high-risk arrest situations. The devices are re-usable up to 25 times by replacing the fuse.
- b. Purpose: To produce a distraction with a loud noise and bright light in order to provide a tactical advantage for officers.
- c. Authorized Use: Distraction devices shall only be used by officers who have been trained in their use during hostage or barricaded subject situations, situations that pose a high risk of death or serious bodily injury to officers, or during training exercises.
- d. Expected Lifespan: 5 years
- e. Fiscal Impact: Replace fuses and bodies as needed. Currently about 0 replaced a year for an average cost \$0 annually.

Chemical Agents and Smoke Canisters

- a. Description, Quantity, Capabilities, and Purchase Cost: Chemical Agents munitions, which are commonly referred to as “tear gas,” can be used by the Oroville Police Department as a non-lethal tool to disperse rioting suspects or barricaded subjects. The Oroville Police Department uses chemical agents which are used by law enforcement agencies across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and the US, specifically by the US Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5 oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Defense Technology Riot Control Continuous Discharge CS, Quantity 1, \$33 each

- The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the canister. This grenade dispels smoke as well as CS which allows for concealed tactical movement as well as crowd displacement.

Sage Control Ordnance 37MM Sage CS Smoke, Quantity 10, Cost \$18 each

Item i.

- A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel. 37MM SAGE RIFLED - IRRITANT SMOKE MODEL: KO2 The KO2 is a pyrotechnic irritant smoke munition primarily used for crowd management situations. It is designed to be used to deny specific outdoor area occupation and to relocate or move unruly crowds. In a single source configuration, the KO2 is offered in short- and long-range variations.
- b. **Purpose:** To de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury to all persons, when a decision has been made to restrain or arrest a violent or threatening subject(s).
- c. **Authorized Use:** Chemical Agents may be used for crowd control, crowd dispersal, or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Commander, or Tactical Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.
- d. **Expected Lifespan:** All chemical agents have a life span of 5 years
- e. **Fiscal Impact:** Replace expired or used chemical agents- \$500 annually

Less Lethal Impact Weapons

a. Description, Quantity, Capabilities, and Purchase Cost:

Penn Arms 37MM 6 Shot Launcher, Quantity 1, Cost \$2,700

- The 37MM 6 shot launcher is a tactical 6 shot launcher that fires a standard 37MM less lethal ammunition up to 131ft. This launcher provides multi-shot capability before having to reload.

Tru Flite 37 MM Super Long Range Gas Gun, Quantity 1, Cost \$700

- The 37MM single shot launcher is a tactical single shot launcher that fires a standard 37MM less lethal ammunition up to 350 yards. This launcher is a breach loaded and must be reloaded after each use.

Remington 870 Less Lethal Shotgun, Quantity 8, Cost \$500 each

- The Remington 80 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

12-Gauge Super-Sock Beanbag Round, Quantity 55, Cost \$5 each

- A less lethal 2.4 inch 12-gauge shotgun round firing a ballistic fiber bag filled 40 grams or lead shot at a velocity of 270-290 feet per second. These rounds are discharged from a Remington 870 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than 5 feet. The maximum effective range of this munition is up to 75 feet.

Sage Control Ordnance 37MM Sage Rifled-Impact, Quantity 27, Cost \$18 each

- A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel at up to 240 feet per second. The 72.2-gram Polyurethane Ogive & two (2) Nylon rotating bands projectile delivers 162/lbs. of energy upon impact.
- The KO1 is a direct fire modular impact baton round that is designed to be used in situations where kinetic energy is preferred for the incapacitation of hostile and/or non-compliant individuals.
- Available in either standard energy or less-energy variations. The KO1 is reloadable and is available with smokeless or black powder blended propelling charges to provide law enforcement with affordable realistic training capabilities.

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b. Purpose: Less Lethal munitions can be used to de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury.

c. Authorized Use: Less lethal munitions may be used by those officers trained in their use in the following type of situations, but are not limited to these situations:

- Persons armed with a weapon and the tactical circumstances allow for the safe application of the approved munitions
- Persons making credible threats to harm themselves or others.
- Persons engaged in riotous behavior such as throwing rocks, bottles, or other dangerous projectiles at people or officers.

d. Expected Lifespan:

- All launchers and less lethal shotguns – 10 years
- All munitions 5 years

- e- **Fiscal Impact:** Replace stock as needed (varying cost) and maintenance cost of launchers/shotguns (\$100 annual)

The Oroville Police Department only intends on replenishing ammunition supply as necessary. No new "Military Equipment" is anticipated to be purchased as of the writing of this report.

I certify that the above information is correct to the best of my knowledge and information.

Bill LaGrone, Chief of Police