



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

May 17, 2022
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To View the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.
2. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the City Administrator and City Attorney regarding potential initiation of litigation – five cases.
3. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the property commonly known as APN: 012-060-001, APN: 012-060-002, APN: 035-290-039, and APN: 035-290-003

OPEN SESSION

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

CONSENT CALENDAR

Consent calendar **items 1 – 8** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. APPROVAL OF THE MINUTES

The City Council may approve the minutes of May 3, 2022

RECOMMENDATION

Approve the minutes of May 3, 2022

2. OROVILLE CITY EMPLOYEE MORTGAGE ASSISTANCE PROGRAM

The council may consider authorizing modifications to the Oroville Safety Mortgage assistance program guidelines.

RECOMMENDATION

Authorize requested modifications to the OCEMAP as described in the staff report.

3. TRANSFER FUNDS FROM 20-CDBG-CV23-00113 UTILITY ASSISTANCE PROGRAM TO 20-CDBG-CV23-00112 WYANDOTTE ACADEMY IMPROVEMENTS

The Council may consider transferring the remaining funds associated with standard agreement 20-CDBG-23-00113 to standard agreement 20-CDBG-23-00112.

RECOMMENDATION

Approve the transfer of 20-CDBG-CV23-00113 grant funds to 20-CDBG-CV23-00112 and to increase the scope of work.

4. HISTORIC PRESERVATION AWARD PROGRAM OF THE OROVILLE HISTORIC ADVISORY COMMISSION

The City Council will consider approving the creation of an annual award to honor outstanding achievement in Oroville historic revitalization, the administration of which will be by the Oroville Historic Advisory Commission and will include creating an inventory of current and potential sites.

RECOMMENDATION

Approve the Historic Preservation Award Program of The City of Oroville Historic Advisory Commission and adopt resolution no. 9046.

5. AUTHORIZE GENERATOR PURCHASE FOR SEWER DEPARTMENT EQUIPMENT

Council may consider and approve the purchase of an emergency replacement generator for the Olive Glen sewer pump station.

RECOMMENDATION

Approve the emergency purchase of the 2022, 125 KVA Doosan generator from the Rental Guys Rental Equipment Center.

6. TAX AND LICENSE ADMINISTRATION

The Council may consider approving the authorization of tax and license administration services provided by MuniServices, LLC.

RECOMMENDATION

Approve the Mayor to sign a contract with MuniServices, LLC.

7. AMENDMENT TO EMPLOYMENT AGREEMENTS WITH RUTH WRIGHT, RON BELSER, AMY BERGSTRAND, AND DAWN NEVERS

The Council will consider Amendments to the Employment Agreements with Ruth Wright, Ron Belser, Amy Bergstrand and Dawn Nevers

RECOMMENDATION

Adopt Resolution No. 9047 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH WRIGHT– (Agreement No. 3093-3); and

Adopt Resolution No. 9048 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS – (Agreement No. 3299-2); and

Adopt Resolution No. 9049 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER – (Agreement No. 3400-1); and

Adopt Resolution No. 9050 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND – (Agreement No. 3407-1).

8. CAPITAL PROJECT TASK ORDERS

The Council may direct staff to issue task orders for the design of capital improvement projects for the 2022-23 construction season.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to issue the tasks orders discussed in the staff report to NorthStar Engineering.

PUBLIC HEARINGS 5:15 PM

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing.
- Staff presents and answers questions from Council
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed
- Council debate and action

9. FIRST READING OF ZONING CODE AMENDMENT ZC21-06, PROPOSED REVISION OF OROVILLE MUNICIPAL CODE SECTION 17.12.020 RELATING TO FENCE, WALLS AND SCREENING STANDARDS

The Council will consider amending OMC Section 17.12.020 relating to the City's regulations of fences, walls and screening pertaining to maximum allowed heights, placement, and other changes necessary to protect the general health, safety, and public welfare of the city.

RECOMMENDATION

Waive first reading and approve AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

10. PUBLIC HEARING 2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The Council will conduct a public hearing to discuss the 2022 Community Development Block Grant (CDBG) Program funding, CDBG Program Income, and to solicit input and comments from the citizens of Oroville.

RECOMMENDATION

Open the public hearing to discuss the 2020 Community Development Block Grant Program and solicit public input and comments.

REGULAR BUSINESS

11. TIME OF COUNCIL MEETINGS AND PUBLIC HEARINGS

The Council will consider the time of Council meetings and beginning time for Public Hearings

RECOMMENDATION

Provide Staff Direction

12. REASSIGNMENT OF EXCLUSIVE ECONOMIC DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC

The Council will consider the reassignment of the Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project.

RECOMMENDATION

Adopt Resolution No. 9045 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO REASSIGN DEVELOPMENT AGREEMENT WITH SNYDER COMMERCIAL REAL ESTATE FOR THE DEVELOPMENT OF THE GATEWAY PROJECT TO CMG Project 1200, LLC – (Agreement No. 2070-1).

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
 - i. Departmental Reports for April 2022
4. Correspondence
 - i. FERC Correspondence
 - ii. Haven of Hope on Wheels Update

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on June 7, 2022 at 4:00 p.m.

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

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



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**May 03, 2022
REGULAR MEETING
MINUTES**

This agenda was posted on April 28, 2022, at 12:55pm. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube

CALL TO ORDER / ROLL CALL

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

PRESENT: Council Members: David Pittman (4:02pm), Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson (4:02pm), Vice Mayor Scott Thomson, Mayor Chuck Reynolds

STAFF: City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant Community Development Director Dawn Nevers, City Attorney Scott Huber, Code Enforcement Director Ron Belser, Assistant City Clerk Jackie Glover, Business Assistance and Housing Development Director Amy Bergstrand, Interim Fire Chief Chris Tenns, Principal Planner Wes Ervin, City Treasurer Karolyn Fairbanks, Planning Consultant Connie Spade.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief, City Administrator, Assistant City Administrator Finance Director, Assistant Community Development Director, Code Enforcement Director, Business and Housing Director
2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – three cases.

OPEN SESSION

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

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

PRESENTATIONS AND PROCLAMATIONS

1. Council received a presentation from the Butte Fire Safe Council

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Ted Lehmann
- Chuck Reed
- Bill Speer
- The Cameraman
- Stephanie Holstein
- Bryan Williams

The following individuals spoke on agenda items:

- Bill Speer – Item 8

CONSENT CALENDAR

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

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

1. APPROVAL OF THE MINUTES

The Council approved the minutes of April 19, 2022

2. GRANT FUND TRANSFER

The Council approved a funds transfer of \$50,000 to Grant Fund 152.

3. AGREEMENT FOR THE BUTTE LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO UTILIZE COUNCIL CHAMBERS FOR MONTHLY MEETINGS

The Council considered and approved an agreement with LAFCo to allow the use of the City Council Chambers for LAFCo meetings. These meetings will occur the first Thursday each month unless a special meeting is necessary.

4. SECOND READING OF ZONING CODE AMENDMENT ZC22-02 RELATING TO BINGO GAMES AND AMENDING OROVILLE MUNICIPAL CODE SECTION 5.24.250 TO BE CONSISTENT WITH STATE REGULATIONS.

The City Council approved the second reading and introduced by title only, Ordinance No. 1864 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 5.24.250 OF THE ZONING CODE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO THE OPERATION OF BINGO GAMES TO INCREASE THE AMOUNT OF PROCEEDS ALLOWED PER MONTH FROM \$1,000 TO \$2,000 FOR OPERATING COSTS.

5. SECOND READING OF ZONING CODE AMENDMENT ZC22-01, PROPOSED REVISION OF OROVILLE MUNICIPAL CODE TO ADD CHAPTER 17.17 RELATING TO THE REGULATION OF MASSAGE ESTABLISHMENTS AND INDEPENDENT MASSAGE PROVIDERS.

The Council approved the second reading and introduced by title only, Ordinance No. 1863 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER

PUBLIC HEARINGS – 5:15 PM

Mayor Reynolds opened the public hearing at 5:34pm.

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE RELATED TO THE ADOPTION OF A MILITARY EQUIPMENT USE POLICY (SECOND READING), ADDING TO CHAPTER 9 SECTION 9.25

The Council conducted a public hearing to receive public input on and provide direction regarding the adoption of Ordinance NO. 1865, an ordinance on Military equipment use policy for the Oroville Police Department

Motion by Council Member Smith and second by Council Member Goodson to waive the second reading and adopt, Ordinance No. 1865 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ESTABLISHING A MILITARY EQUIPMENT USE POLICY, AMENDING TITLE 9 TO INCLUDE CHAPTER 9.25 MILITARY EQUIPMENT USE POLICY, FOR THE CITY OF OROVILLE POLICE DEPARTMENT PURSUANT TO ASSEMBLY BILL 481. Motion passed.

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

REGULAR BUSINESS

7. TRANSPARENCY SOFTWARE

The Council considered approving the authorization of switching software for transparency software from OpenGov to ClearGov.

Motion by Council Member Goodson and second by Council Member Riggs to authorize the Mayor to sign a contract with ClearGov for annual transparency software. Motion passed unanimously.

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

8. RECONSIDERATION FOR AUTHORIZATION TO AWARD CONTRACT FOR TREE PRUNING SERVICE

The Council reconsidered the action taken at the April 19, 2022, meeting to reject all bids, and may award a contract for tree pruning services within the City’s public right of way to P31 Enterprises, Inc. in an amount not to exceed \$1,595.00 per day or \$120,000.00 annually.

Motion by Council Member Goodson and second by Council Member Hatley reconsider the item of April 19, 2022 and to authorize Staff to award the bid and sign a contract for tree pruning services within the City’s public right of way to P31 Enterprises, Inc. Motion passed.

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

NOES: Thomson, Smith
ABSTAIN: None
ABSENT: None

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports
 - a. Smith – provided a Feather Fiesta Days update and a First Fridays Update
 - b. Reynolds – Spoke about Feather Fiesta Days activities.
- 2. Future Agenda Items
 - Public Hearing Times for meetings - Mayor
- 3. Administration Reports
 - a. Nevers – Mentioned that construction has commenced on the Art Wall on Table Mountain Blvd and provided other departmental reports.
 - b. Wright – Mentioned that staff are working on the Budget
 - c. Huber – Mentioned he is tracking a bill related to allowing cannabis growers to sell at farmers markets outside the sellers permit process.
 - d. Belser – Mentioned that new employees are starting May 9th, also gave a department update.
- 4. Correspondence
 - i. FERC Correspondence
 - ii. Code Enforcement Update

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 6:08pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

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

**RE: OROVILLE CITY EMPLOYEE MORTGAGE ASSISTANCE
PROGRAM**

DATE: MAY 17, 2022

SUMMARY

The council may consider authorizing modifications to the Oroville Safety Mortgage assistance program guidelines.

DISCUSSION

On May 15, 2007, council authorized staff to develop an Oroville Police Officer Mortgage Subsidy Program, which was later modified to include Fire Safety Officer.

Presently, staff is recommending including all qualified city employees and to change the program name to Oroville City Employee Mortgage Assistance Program (OCEMAP).

Other terms to be changed include the following:

- Employees must be full-time, permanent employees of no less than 24 months who have passed their probationary period (Police: 18-month probation plus 6 months; all other employees: 12-month probation plus 12 months)
- Increase loan amount from \$25,000 to \$50,000 or 20% of purchase price; whichever is less.
- The term is deferred until the borrower is no longer employed by the City of Oroville. The loan will be immediately due and payable when employment with the City has been terminated, either voluntarily or involuntarily, property is sold, property is no longer the primary residence, Title is transferred, the property is rented or leased.
- Interest rate is 3% simple interest.
- Up to 10 loans per year, as funding is available.

FISCAL IMPACT

Funds are available in Fund 227 (Housing RLF). The fund balance as of the date of this staff report is \$1,315,646. City is requesting up to \$500,000 be made available the first year.

RECOMMENDATION

Authorize requested modifications to the OCEMAP as described in the staff report.

ATTACHMENTS

OCEMAP Program Guidelines

City of Oroville

OROVILLE ~~SAFETY-CITY EMPLOYEE~~ MORTGAGE ASSISTANCE PROGRAM (~~OSMAPOCEMAP~~)

PROGRAM GUIDELINES

7/5/2011

Updated **11/19/19**

CITY OF OROVILLE

OROVILLE CITY EMPLOYEE SAFETY
MORTGAGE ASSISTANCE PROGRAM

(OSMAPOCEMAP)

PROGRAM GUIDELINES

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ATTACHMENTS

- EXHIBIT "A": LOAN AGREEMENT
- EXHIBIT "B ": PROMISSORY NOTE
- EXHIBIT "C": DEED OF TRUST

I. PURPOSE

The ~~O~~SMAP ~~Oroville City Employee Mortgage Assistance Program~~ OCEMAP is a program designed to serve as a recruitment and retention incentive and to provide mortgage assistance to ~~sworn officers of the City of Oroville City Police Department and firefighters of the Oroville Fire Department~~Employees in the form of secondary loans, for the purchase of a principal residence.

The purpose of the ~~Oroville Safety Mortgage Assistance Program (OSMAPOCEMAP)~~ is to encourage employment longevity ~~of sworn police officers in the of Oroville Police Department as well as Firefighters, Fire Engineers and Fire Captains~~Employees that are full-time, permanent employees for the City of Oroville ~~Fire Department~~and have been employed by the City for no less than 24 months and have passed their probation period as follows:

Police: 18 months probationary plus, 6 months for a total of 24 months.

All other employees: 12 months probationary, plus 12 months for a total of 24 months.

The borrower's primary residence must be the ~~home~~residence assisted through the ~~OSMA~~OCEMAP.

II. CONFLICT OF INTEREST

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Oroville who exercises or exercised any functions or responsibilities with respect to activities assisted with city of Oroville funds or who are in a position to participate in a decision-making process or gain inside information with respect to these activities, may not obtain financial interest or benefit from a City of Oroville-assisted activity, or who have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure and for one year thereafter.

III. GOVERNING DOCUMENTS

All covenants, conditions, and stipulations contained within the ~~OPOHAP~~ OCEMAP Deed of Trust, Promissory Note, and Loan Agreement are incorporated by this reference and made part of these ~~OSMAP~~OCEMAP guidelines. The referenced loan documents are attached hereto as

Exhibits “A”, “B”, and “C”.

Information contained within the referenced loan documents is to be interpreted in conjunction with these program guidelines.

IV. POLICY

A. ELIGIBILITY

1. Location

Loans will be made only for property located in residentially zoned areas within the Oroville city limits.

2. Types of Housing

The ~~OSMAP~~ OCEMAP was designed to provide mortgage subsidies to borrowers purchasing existing homes or homes that will be completely constructed upon close of escrow (new construction) and are located within the Oroville City limits.

The ~~OSMAP~~ OCEMAP assistance shall not be used as a construction loan; however, an ~~OCE~~SMAP applicant may enter into contract on a home not yet constructed as long as the home construction is completed, and the house is ready to occupy, before any ~~OSMAP~~ OCEMAP assistance shall be provided (before any funds are released).

- a. Existing single-family home or newly constructed ~~h~~Home completed prior to close of escrow
- b. A single-family manufactured home (including a mobile home) that was manufactured no more than ten (10) years prior to the date of the application for the issuance of a permit to install the manufactured home (in accordance with Government Code §65852.3(a)), provided it is placed on a permanent foundation and siding extended to the foundation in a manner consistent with conventional homes.
- c. Existing multi-family units or newly constructed multi-family units completed prior to close of escrow which provides for individual ownership of the units, (i.e.,

condominiums or town houses).

3. Property Standards for Existing Units/Eligible Acquisition

- a. All housing units must meet all applicable State and Local codes and ordinances, and zoning ordinances by the close of escrow.
- b. Requirements for home or newly constructed home ownership of existing property prior to transfer of the ownership interest:
 1. Before transfer, the Housing Development Supervisor or Building Inspector will inspect the property for any defects that pose a danger to health and will notify the prospective purchaser of work needed to cure defects, the time by which defects must be cured and applicable property standards met as follows:
 - i. Housing must be free from all noted health and safety defects before occupying.
 - ii. Housing must meet all applicable local codes and Housing Rehabilitation Standards prior to transfer of the ownership interest.
- c. Property must be used as principal residence of applicant.
- d. The house must have a reasonable number of bedrooms to accommodate for the household size.

4. Maximum Loan Amount

An amount that, when added to the outstanding indebtedness (the primary loan and ~~OSMAP~~ OCEMAP loan subsidy) on the property, creates a total indebtedness that does not exceed 100% of the appraised value or market value estimate, unless special LAC approval is given to exceed appraised value.

All out-of-pocket costs such as appraisal, credit report, private lender fees and points, title costs, recordation fees, building permits, legal fees, etcetera shall be borne by the borrower unless special LAC approval is given to include some non-reoccurring closing costs into the loan.

5. Floodplain Restrictions

Housing located in a 100-year floodplain will not be eligible for ~~OSMAP~~-OCEMAP assistance.

6. Lead-Based Paint Requirements

~~OSMAP~~-OCEMAP-assisted properties constructed in or prior to 1978 will meet lead-based paint requirements prior to purchase as follows:

- a. Lead-based paint notifications are given to purchasers;
- b. Properties will be inspected for defective paint surfaces; and
- c. If defective paint surfaces are found, they will be properly abated in accordance with State Regulations.
- d. Should the appraisal note any chipped and/or peeling paint, the City will require further review that will include testing by a certified specialist, abatement and subsequent clearance before any ~~OSMAP~~-OCEMAP funding can be provided.

7. Acquisition Notice

Acquisition notice containing the items listed below will be provided to the seller prior to making the purchase offer:

- a. The purchaser has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
- b. An estimate of the fair market value of the property.

If an acquisition notice is not provided prior to the purchase offer, a provision that the seller may withdraw from the agreement after this information is provided.

8. Relocation Requirements

Tenant-occupied properties will not be eligible for City of Oroville ~~OSMAP~~-OCEMAP assistance.

9. Applicant Qualifications

Applicant must be employed full-time, by the City of Oroville for a minimum of 24 months, and must have passed their probationary term per MOU. ~~as a sworn officer with the Oroville Police Department or as a Firefighter, Fire Engineer or Fire Captain that are permanent, full-time employees for the City of Oroville Fire Department at the time of application or provide documentation of impending hire.~~

Applicant must have a positive credit profile with no outstanding collections, foreclosures or bankruptcies and qualify

~~for a fully-amortized, fixed rate prime loan with a private lender.~~

B. MORTGAGE SUBSIDY LOAN AMOUNT

The amount of ~~OSMAP-OCEMAP~~ mortgage subsidy assistance will be a flat amount of ~~\$25,000-50,000 or 20% of purchase price, whichever is less.~~

C. HOUSING EXPENSE and OVERALL FIXED DEBT RATIOS

The qualifying housing expense ratio and overall fixed debt ratio shall be determined by the borrower's primary lender.

The primary lender shall base the applicant's qualifying housing expense and overall fixed debt ratios on a prime rate loan that is fully amortized.

D. PRIORITIES

1. The initial funding for the program shall be allocated on a first come first serve basis. A maximum of five (5) ~~OSMAP-OCMAP~~ loans will be funded per year, as funding is available.
2. Priority shall be named on the date of the ~~OSMAP-OCEMAP~~ receipt of written notification of a completed loan package from the primary lender.

E. TERMS OF MORTGAGE SUBSIDY ASSISTANCE

1. Loan Terms

The loan amount shall be \$~~25,000~~50,000 or 20% of the purchase price , whichever is less with simple interest thereon, at the rate of ~~four~~three percent (43%) per annum for each year for the first ten (10) years, commencing on the date of the Promissory Note. All principal and interest to be due and payable at the time and in the manner as provided for by the Promissory Note.

The loan term of the ~~OSMAP-OCEMAP~~ loan is deferred until termination of employment with the City of Oroville, ~~as a sworn officer of the Oroville Police Department or as a Firefighter, Fire Engineer or Fire Captain that are permanent, full-time employees for the City of Oroville Fire Department with a minimum 5-year deferment from the date of the Deed of Trust.~~

The loan shall become immediately due and payable through the occurrence of one of the following events:

- Employment with the City of Oroville has been terminated, either voluntarily or involuntarily.
- Property is sold,
- Title is ~~transferred~~transferred,
- Any portion of the property is rented or leased,
- Property is no longer the borrower's primary residence,
- Or as otherwise stipulated in the ~~OPOHAP-OCEMAP~~ loan documents.

The ~~OSMAP-OCEMAP~~ loan documents detail all loan terms in their entirety. Please reference Exhibits "A", "B", and "C" attached to these program guidelines.

2. Security

The ~~OSMAP-OCEMAP~~ loan is secured by a Deed of Trust and shall be subordinated only to a first Deed of Trust from the primary lender.

3. Payments

Payments of principal and interest are deferred until the borrower is terminated from employment with the City of Oroville, ~~as a sworn officer of the Oroville Police Department or as a Firefighter, Fire Engineer or Fire Captain that are permanent, full-time employees for the City of Oroville Fire Department with a minimum 5-year deferment from the date of the Deed of Trust.~~

Payments of principal and interest shall become due and payable upon sale, lease, or transfer of the property, or when the homeowner ceases to occupy the property as their principal residence.

4. Impound Account

An impound account will be set up for all primary mortgage loans. Impound accounts will include funding for property taxes, assessment fees, and insurance for the life of the silent ~~OSMAP~~ OCEMAP loan.

F. SUBORDINATION, ASSUMPTION & TRANSFER

The purpose of the ~~Oroville Safety Housing Assistance Program (OSHAPOCEMAP)~~ is to serve as a recruitment incentive and encourage the longevity of ~~sworn officers in the Oroville Police Department or as a Firefighter, Fire Engineer or Fire Captain that are~~ permanent, full-time employees for the City of Oroville ~~Fire Department. The officer's primary residence shall be in the Oroville City limits.~~

The Promissory Note is not automatically ~~assumable,~~ ~~but~~ assumable but is subject to Section 711.5 of the California Civil Code which allows the City to accelerate all amounts due under the Note if ~~one of the Borrowers is no longer a sworn officer with Oroville Police Department or or as a Firefighter, Fire Engineer or Fire Captain that are permanent,~~ the employee is no longer a full-time employees for the City of ~~Oroville, Oroville Fire Department with a minimum 5-year deferment from the date of the Deed of Trust.~~

Although Borrower may sell or transfer the Property without causing the principal and any outstanding interest which hereafter accrues under the Promissory Note, to become immediately due and payable, provided Borrower has obtained written consent from the City of Oroville prior to such sale or transfer.

Complete property transfer and loan assumption parameters and specifics are outlined in the ~~OSMAP~~ OCEMAP loan documents that are attached hereto as Exhibits "A", "B", and "C".

At the sole option of the City of Oroville, the City may require the execution of a new ~~Oroville Police Officer Housing Assistance Program~~ OCEMAP Loan Agreement, Promissory Note, and new Deed of Trust securing the Promissory Note with any loan modification(s).

In the event a loan recipient requests the City of Oroville to subordinate its ~~O~~SMAP-OCEMAP loan to a new Deed of Trust, the ~~Director of~~Director/Manager of Business Assistance and Housing Development will prepare a report for the City Administrator which contains the following information:

1. The primary lender, requesting the subordination, shall provide the City with a summary of the proposed primary loan that includes, but is not limited to the following:
 - a. Loan amount;
 - b. Interest rate;
 - c. Proposed housing expense ratio and overall fixed debt ratio;
 - d. Current appraised value
2. The primary lender, shall also provide the City with a summary of the original loan terms that includes, but is not limited to the following:
 - a. Original loan amount;
 - b. Original interest rate;
 - c. Original housing expense ratio and overall fixed debt ratio;
 - d. Original appraised value
3. Primary lender shall provide a statement indicating whether the owner is receiving cash or paying off other debts from the funds received through the refinancing of the loan.
4. The City Administrator will evaluate the report and determine the effect of the request on the City original loan security.
 - a. If the City's position is enhanced, the City Administrator may approve the subordination agreement.
 - b. If the City's position is reduced or the City Administrator does not recommend approval, and an appeal is requested by the applicant, the City Administrator shall forward the request to the Loan Advisory Committee (LAC).

The LAC may approve or deny a request for subordination or may recommend

consideration by the City Council.

5. Applicants denied ~~OSMAP~~OCEMAP assistance, or are otherwise dissatisfied with financing decisions, may request a review hearing with the three member Housing Appeals Board) consisting of two members of the City Council and the Mayor.

A request for review must be submitted, within fifteen (15) days following the notification to the applicant, of the City Administrator's decision, to deny the request for subordination, assumption, or transfer. The appeal must be made writing to the ~~Director~~Director/Manager of Business Assistance and Housing Development.

V PROCEDURES

A. APPLICANT PROCESSING

1. Purchase and Primary Financing
 - a. It is suggested that the applicant first find a lender and become pre-qualified for the loan, then look for a home to purchase.
 - b. Applicants are not required to use any particular bank or brokerage and are encouraged to seek competitive market financing. The Business Assistance and Housing development staff will assist with any questions or concerns that applicants may have.
 - c. The primary lender shall provide applicant with a fully-amortized prime rate loan. Further, the lender shall determine qualifying housing expense and overall fixed debt ratios in accordance with the terms of the prime rate loan.

Upon securing a lender and providing an address for the purchase, an escrow account shall be opened and a tentative date for closing shall be established.

The purchase agreement should be written in such a way that if the sale of the home does not come to completion, any deposit made by the borrower will be returned in full.

The lender shall provide a copy of a preliminary title

report, a copy of escrow instructions, a copy of an appraisal, complete lender's package, and a copy of the lender's Letter of Commitment, which shall include the terms of the loan, to the City. These documents must be provided to the City before the LAC can be called. At a minimum, a full sixty-day (60) escrow is required for all OPOHAP-OCEMAP loans.

It is the responsibility of the borrower/lender to notify the Business Assistance and Housing Development staff that escrow has opened.

- d. When all items have been received, the Business Assistance and Housing Development staff will prepare the loan request and present a summary of information to the LAC. Full lender packets (excluding appraisal information only) will be required by the agenda cut-off date in order to be scheduled for the meeting. Lender packets not received by agenda cut-off dates will be held until the next scheduled meeting date. Lender packets will be returned if incomplete.

A Deed of Trust, Promissory Note, Loan Agreement, Truth in Lending, Request for Notice and any other documents the Business Assistance and Housing Development staff may request, will be signed in escrow by the buyers. This transaction shall be concurrent with the signing of the first mortgage lender's loan documents.

- e. Before incurring appraisal costs, the Department of Business Assistance and Housing Development must be called to verify that the loan has been approved by the City's LAC and that loan funding is still available. Verification will be the responsibility of the borrower/lender.
- f. Upon close of escrow a policy of title insurance will be issued and a certified copy of closing statements shall be required for the file.
- g. All properties selected must be inspected by the City Building Department and/or Housing Development Supervisor two weeks prior to the scheduled LAC review dates. It is the responsibility of the borrower/lender/real estate agent to call the Building Department and schedule an appointment.

2. Private Lenders

- a. Lender will determine the loan eligibility of the applicant. Business Assistance and Housing Development staff will verify subsidy eligibility based on City ~~OSMAP-OCEMAP~~ policies. ~~Stated loans are not eligible primary financing for the OSMAP subsidy.~~

- b. Lender performs all underwriting criteria on the loan.

The qualifying housing expense ratio and the overall fixed debt ratio shall be determined by the primary lender.

The primary lender shall base the applicant's qualifying housing expense and overall fixed debt ratios on a fully amortized fixed rate prime loan.

- c. Lender performs all credit analysis on applicant. All costs, up-front and closing, shall be paid by the borrower. The borrower shall not be reimbursed for these costs at any time.

Closing costs may not be included in the primary mortgage or the City ~~OSMAP-OCEMAP~~ loan.

- d. Lender transmits to Business Assistance and Housing Development staff a current (within 90 days) title report and appraisal. In the event the lender does not require either document, the applicant will provide them.

- e. Lender advises the Business Assistance and Housing Development staff of preliminary loan approval and the applicant's request for a ~~OSMAP-OCEMAP~~ mortgage subsidy.

- f. All loans must be FHA approved (or equivalent i.e.: Cal Vet, Fannie Mae, Freddie Mac, USDA Rural Development, etcetera).

3. Property Inspection

- a. All properties selected must be inspected by the City Building Department and/or Housing Development Supervisor two weeks prior to the scheduled LAC review dates. It is the responsibility of the borrower/lender/real estate agent to call the Building Department and schedule an appointment.

- b. The property will also be inspected for lead-based paint hazards. A list of corrections or deficiencies that will need

to be made will be submitted to the seller, real estate agents, and/or lenders. It will be the responsibility of the parties involved to make the necessary corrections prior to the close of escrow.

It is the responsibility of the lender or real estate agent to call the Department of Business Assistance and Housing Development at 530-538-2495 to schedule the property inspections, and re-inspection to clear any possible deficiencies.

- c. The City of Oroville, however, is under no obligation to make or supervise the repairs and improvements. Inspections by the Business Assistance and Housing Development staff and/or City of Oroville is for the sole purpose of protecting the City's security and is not to be construed as a representation that the repairs and improvements will be free from faulty material or work.

The owner has the right to, and may make or cause to be made, other independent inspections as desired for his/her own protection.

Prior to initial occupancy after transfer of ownership, property must be free from health and safety defects. The unit must meet all property standards prior to the close of escrow.

4. Loan Approval

- a. Loans will be approved by the Loan Advisory Committee (LAC) established by the Oroville City Council.
- b. Loan requests requiring exceptions to these guidelines shall be considered by the LAC. The LAC shall have the authority to approve a loan-to-value (LTV) ratio (primary loan plus the city loan) exceeding 100% appraised value on a case-by-case basis. An example where this might occur would be in the event the appraised value is exceeded to allow the upfront financed mortgage insurance or a portion of the non-reoccurring closing costs to be included within the City's \$2550,000 loan amount. A more extensive circumstance than above may require City Council consideration.
- c. Loans that have been approved by LAC, including the information from the primary lender, must remain the same as approved by LAC upon close of escrow.

- d. Any changes to the loan amount, term, rate, etc. on the primary loan shall have to be approved by LAC. The only exception to this rule is if the interest rate should change before escrow closes due to an unforeseen reason. If this should occur, the ~~Director~~Director/Manager of the Business Assistance and Housing Development Department shall have the authority to accept minor fluctuations in the interest rate on the primary loan and everything else complies with Program Guidelines.

5. Loan Closing

- a. City deposits a OCESMAP mortgage subsidy with loan documents and appropriate instructions in escrow. The City Administrator is authorized to execute loan documents on behalf of the City of Oroville loans approved in accordance with these guidelines and other loan criteria as stipulated in the OCESMAP loan documents.
- b. Loan documents are signed by the applicant and recorded concurrently with loan documents from a primary lender.

6. Loan Servicing

- a. Loan repayments will be processed by the Finance Department.
- b. Annual monitoring to confirm program compliance will be performed by the Business Assistance and Housing Development staff.

7. Loan Services

Loan repayment documents will be processed by the Business Assistance and Housing Development Department staff.

8. Loan Pay-Off

Loan pay-off specifics are outlined in the ~~OPOHAP~~OCEAP loan documents that are attached hereto as Exhibits "A", "B", and "C".

9. Defaults and Foreclosure

When a first mortgage loan goes into default, every effort will be made by the Business Assistance and Housing

Development Department staff to work with the borrower to resolve the problem, and attempts will be made to work out viable solutions.

10. Equal Opportunity and Fair Housing

No person shall, on the grounds of race, color, national origin, religion, or sex be excluded from participation; denied benefits; or be subjected to discrimination relating to program benefits, employment, contracting, and/or fair housing under any City of Oroville Program.

Approval:

05/20/08



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

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

**RE: TRANSFER FUNDS FROM 20-CDBG-CV23-00113 UTILITY
ASSISTANCE PROGRAM TO 20-CDBG-CV23-00112 WYANDOTTE
ACADEMY IMPROVEMENTS**

DATE: MAY 17, 2022

SUMMARY

The Council may consider transferring the remaining funds associated with standard agreement 20-CDBG-23-00113 to standard agreement 20-CDBG-23-00112.

DISCUSSION

On October 5, 2021, Council accepted standard agreement, 2020-CDBG-CV23-00113 (Utility Assistance Program (UAP)) in the amount of \$113,000 and standard agreement, 20-CDBG-CV23-00112 (Wyandotte Academy Improvements) in the amount of \$396,864. Program Guidelines were approved, applications were made, and marketing was established, however there has been no interest in the Utility Assistance Program. According to the City's sub-recipient, Community Action Agency, the reasons there has been no interest are that the documentation requirements of the Coronavirus allocation are onerous and some of the utility companies also received financial assistance from the State and were able to cure their customer's late payments.

Due to impending expenditure deadlines and no interest in the program, staff is recommending that the City transfer the remaining funding from the UAP program in the amount of \$112,488.65 to the Wyandotte Academy project that will increase the scope of work to include a new mow strip surrounding the project. Staff has submitted this request to State Community Development Block Grant program for approval.

The other option is to disencumber the funds to the State.

FISCAL IMPACT

No fiscal impact other than transferring between project budgets.

RECOMMENDATION

Approve the transfer of 20-CDBG-CV23-00113 grant funds to 20-CDBG-CV23-00112 and to increase the scope of work.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

**FROM: DAWN NEVERS, COMMUNITY DEVELOPMENT DIRECTOR
DANIEL KOPSHEVER, ASSISTANT PLANNER**

**RE: HISTORIC PRESERVATION AWARD PROGRAM OF THE OROVILLE
HISTORIC ADVISORY COMMISSION.**

DATE: MAY 17, 2022

SUMMARY

The City Council will consider approving the creation of an annual award to honor outstanding achievement in Oroville historic revitalization, the administration of which will be by the Oroville Historic Advisory Commission and will include creating an inventory of current and potential sites.

DISCUSSION

On April 28, 2022, the Planning Commission approved the Historic Preservation Award Program for adoption and implementation for 2022. This award program intends to celebrate Oroville’s history and encourage the revitalization of historically significant structures in the Downtown and city-wide through the administration of this award program. The Historic Advisory Commission will advise the city council of the historic nature and historic value of any landmarks and landmark sites, promote and conduct educational and interpretational programs on historic properties (subject to approval by the city council), and provide the city council with an inventory of existing and future landmarks and landmark sites. These actions are the Commission’s duties as described in OMC 17.56.050.

Award goals include encouraging architecturally period-appropriate rehabilitation, as well as economically stimulating adaptive reuses of historic properties. Property and building owners are to be awarded for stewarding the best and highest use of historic structures to further the glorification of Oroville’s historic heritage and values.

Award criteria is any combination of architectural or landscape restoration or preservation, dedication to the history of a site within the context of Oroville, sustainable reuse that fosters economic growth, and outstanding perpetual stewardship.

Administration of the award will be by the Historic Advisory Committee, sponsored by the City of Oroville, and presented at the City Council. The Historic Advisory Committee will choose at least one award winner per year. Awardees will receive a plaque (ranging in cost from \$300 to \$500), be invited to host a reception and tour, given recognition in local press, and honored with a reception with refreshments and signage (reception ceremony cost of approximately

\$500). The Commission will solicit corporate sponsorships to help promote and support the award, its implementation, its promotion, and its longevity.

FISCAL IMPACT

Nominal costs of up to \$1000 per year

RECOMMENDATION

Approve the Historic Preservation Award Program of The City of Oroville Historic Advisory Commission and adopt resolution no. 9046.

ATTACHMENTS

- A. Historic Preservation Award Description
- B. Resolution # _____ approving The Historic Preservation Award Program

**CITY OF OROVILLE
RESOLUTION NO. 9046**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE OROVILLE HISTORIC ADVISORY COMMISSION TO ADMINISTER THE ANNUAL HISTORIC PRESERVATION AWARD.

WHEREAS, The City of Oroville Planning Commission approved the Historic Preservation Award on April 28, 2022 and recommends that the City Council adopt and implement it for 2022; and

WHEREAS, the Historic Preservation Award shall celebrate and encourage the exemplary revitalization and preservation of historic structures and sites in the Downtown and citywide; and

WHEREAS, the duties of the Oroville Historic Advisory Commission shall be advanced by the administration of the Historic Preservation Award; and

WHEREAS, it is therefore in the best interest of the city to adopt this resolution; and

WHEREAS, The Oroville Historic Advisory Commission is available and competent to administer the required award program on behalf of the city.

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

Section 1. The Oroville Historic Advisory Commission is hereby authorized and directed to expand its duties to include the administration of The Historic Preservation Award.

Section 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 April 5, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

Historic Preservation Award Program of the Oroville Historic Advisory Commission

The Historic Advisory Commission hereby creates an annual award to honor outstanding achievement in downtown and city-wide historic revitalization.

1. Duties of the Commission. This award is intended to advance the mission and duties of the Commission, to wit:

- a. Duties of the Commission. The historic advisory commission shall have the following duties (from OMC 17.56.050):
 - i. To advise the city council of the historic nature and historic value of any landmarks and landmark sites proposed by property owners within DH-O districts.
 - ii. To recommend specific guidelines, subject to city council approval for designation and development of landmarks and landmark areas.
 - iii. To promote and conduct educational and interpretational programs on historic properties within DH-O districts, subject to approval by the city council.
 - iv. To provide the city council with an inventory of existing landmarks and landmark sites, as well as an inventory of possible future landmarks and landmark sites, within the city.
 - v. To provide the city council with an inventory of contributing and noncontributing features within existing DH-O districts.
 - vi. To perform any other duties, responsibilities and functions enumerated in this chapter. (Ord. 1749 § 4; Ord. 1790 § 2)

2. Historic Preservation Award Program Goals.

- a. To honor outstanding achievement in architecturally period-appropriate rehabilitation and economically stimulating adaptive reuse of Oroville's historic properties.
- b. To preserve and glorify Oroville's historic heritage and values.
- c. To encourage building owners to rehabilitate and maintain historic structures stewarding their best and highest use while preserving historic qualities.

3. Award Criteria

- a. The property or site, which can be anywhere in the city, must exhibit several of the following:

- i. Outstanding period appropriate architectural and landscape restoration or preservation.
- ii. Evidence of an understanding of and dedication to the history of the structure or site within the context of Oroville's history.
- iii. A commitment to excellence in ongoing stewardship of the property.
- iv. Sustainable reuse that brings economic vitality to the City of Oroville and/or stimulates the local economy.
- v. Compliance with the general plan, city codes, zoning and ordinances.
- vi. Importance within the context of Oroville's history.

4. Administration

- a. The awards are sponsored by the City of Oroville and are administered by the Historical Advisory Committee and presented by the City Council.
- b. The Historic Advisory Committee will choose a minimum of one property per year to receive this award.
- c. The committee may consider awards for more than one property per year.
- d. The award will be consistent with the criteria of the California Office of Historic Preservation.
- e. The Commission will solicit corporate sponsorships to help promote and support the award, its implementation, its promotion, and its longevity.
- f. Awardees will receive a plaque, be invited to host a reception and tour, recognition in local press, and may receive additional support from the City.

5. Potential cost

- a. Plaque Design TBD
- b. Plaque Cost -- \$300 to \$500
- c. Reception refreshments and signage -- \$500
- d. Promotion – By Commissioners and City staff.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: AUTHORIZE GENERATOR PURCHASE FOR SEWER DEPARTMENT EQUIPMENT

DATE: MAY 17, 2022

SUMMARY

Council may consider and approve the purchase of an emergency replacement generator for the Olive Glen sewer pump station.

DISCUSSION

Staff is seeking the approval to purchase a 2022, 125 KVA Doosan generator from Rental Guys for an emergency replacement of the generator at the Olive Glen sewer pump station. The current unit is over 50 years old, no longer complies with state regulations and parts are no longer available for replacement.

Should this piece of equipment fail the result would be uncontrolled wastewater flow into adjacent waterway, subsequently causing potential fines from the Regional Water Quality Control Board. Potential fines would begin at \$0.10 per gallon and go up from there. Not to mention the potential environmental impact to the adjacent waterway and neighboring properties.

Staff contacted three vendors and received the attached quote from Rentals Guys who was able to provide the specific generator at a low price and with timely delivery of the equipment.

FISCAL IMPACT

Total cost for equipment was \$63,401.73 and is funded through the sewer department equipment purchase 4101-8020.

RECOMMENDATION

Approve the emergency purchase of the 2022, 125 KVA Doosan generator from the Rental Guys Rental Equipment Center.

ATTACHMENTS

Rental Guys

#1662

Item 5.

RENTAL GUYS

RENTAL EQUIPMENT CENTER

WWW.RENTALGUYS.COM

Remit To:
 1720 Nord Avenue
 Chico, CA 95926-3013
 530-343-0219 Phone 530-343-2272 Fax

Status: Closed

Invoice #: 874269-1
 Invoice Date: Thu 3/31/2022
 Date Out: Mon 4/ 4/2022 4:44AM
 Billed Thru: Mon 4/ 4/2022

Job No: 06082021
 Ordered By: CODY

Operator: RIVAS, MARC
 Job Descr: PW.C.NISSEN
 PO #: 06082021
 Picked up by: CODY

Rented from
 1720 Nord Avenue
 Chico, CA 95926-3013

530-343-0219 Phone
 530-343-2272 Fax

Customer #: 56220
 CITY OF OROVILLE (PUBLIC WORKS)
 1735 Montgomery St
 Oroville, CA 95965 Phone 530-538-2490

Qty	Key	Items	Status	Price
1	GEN8125/5396	GENERATOR, 125 KVA DOOSAN G125WCU-3A-T4F Model Year:2022 Serial #505396UBAGH62 Model #G125WCU-3A-T4F	Sold Asset	\$56,361.03
1	MS-1	PRE-DELIVERY INSPECTION RATES ARE BASED ON DRIVE, STAND BY AND CLEAN UP TIME \$35 FOR THE 1ST 45 MINUTES PLUS \$1 PER MINUTE AFTER I HAVE READ AND AGREE WITH ABOVE-_____ DELIVERY DATE:_____ TIME OUT:_____ STAND BY:_____ RETURN:_____ TOTAL TIME:_____ INITIALS:_____	Sold	\$517.04
1	FRT-1	SHIPPING & HANDLING	Sold	\$2,400.00



Thank You For Choosing RENTAL GUYS!

Rental Contract

Rentals payable in advance. Rental rates do not provide option to purchase and cover; Single shift 8 hours operation, Two shifts at 1.5 times one shift operation, Three shifts at 2 times one shift operation. Customer to pay all transportation charges. Rates subject to change without notice. Customer is responsible for theft of equipment. Keep it locked! Customer is responsible for checking water and oil daily. All damage to tires and tubes caused by blowout, bruises, cuts, road hazards and other causes inherent to use of equipment is the responsibility of the customer. We charge for time out - not time used. The California Vehicle Code requires a second rear view mirror to be located on the right hand side of the motor vehicle if the trailer or load obstructs the drivers view. Equipment that is self-propelled diesel 25 horse power and above that is considered Off-Road cannot idle for more than 5 consecutive minutes. I have been given and understand written and/or oral operating and safety instructions.

IF I DO NOT UNDERSTAND, OR FORGET THE SAFETY OR OPERATING INSTRUCTIONS I HAVE BEEN GIVEN, OR IF THE EQUIPMENT FAILS, I WILL NOT ATTEMPT TO OPERATE OR REPAIR IT. I WILL DISCONTINUE USE AND NOTIFY RENTAL CENTER IMMEDIATELY.

Signature: _____
 CODY

Sales:	\$59,278.07
Subtotal:	\$59,278.07
Chico Sales Tax 7.25:	\$4,123.66
Total:	\$63,401.73
Paid:	\$0.00
Amount Due:	\$63,401.73



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

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

**DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT
DIRECTOR**

RE: TAX AND LICENSE ADMINISTRATION

DATE: MAY17, 2022

SUMMARY

The Council may consider approving the authorization of tax and license administration services provided by MuniServices, LLC.

DISCUSSION

Currently the City is under contract with MuniServices, LLC for sales tax consulting and auditing. Staff has become aware of other services this company provides that would greatly enhance the way we bill, collect, and administer certain taxes and business licenses. MuniServices, LLC has provided the City with services since 1993.

This solution would provide the City and taxpayers an easier way to process all tax and fee billing and payments, while providing the day-to-day ownership of responding to customer inquiries, tracking underpayments, issuing licenses, and compiling reports.

MuniServices, LLC would provide the City with a portal where taxpayer can log in and file reports, apply for a business license offers electronic payment submission, something the City does not currently provide. This portal is to be maintained by MuniServices and City staff together.

Staff is requesting to add the following services:

- Business License Administration
- Business License Tax Discovery and Recovery Services
- Utility Users Tax Administration
- Transient Occupancy Tax Administration
- Transient Occupancy Tax Compliance Audit Services

Business License Administration

MuniServices, LLC will provide a secure interactive online government services portal whereby taxpayers can apply for a business license and pay without the need to come down to City Hall. Annual billings will be generated from the portal as well. They maintain an ongoing administration cycle that includes filings and payments, generate and send invoices, error resolution, and follow up with staff regarding unpaid licenses. Cost for this service is \$16 per license. We currently have approximately 1,343 licensees for an estimated cost of \$21,488.00 annually. And a onetime set up fee of \$5,000.00

Business License Tax Discovery and Recovery is offered on a contingency basis with a cost of 35% of revenue collected.

Utility Users Tax Administration

The Utility Users Tax portal will provide our payers a portal to submit forms and pay our Utility Users Tax. Cost is \$4 per transaction. We have approximately 111 transactions per month for an estimated cost of \$444 per month or \$5,328.00 annually.

Transient Occupancy Tax Administration

This portal will provide these taxpayers a portal to fill out forms and submit payment. The cost is a flat \$250.00 annual fee.

Transient Occupancy Tax Compliance Audit Services

These audit fees will be on a contingent fee of 30% of findings.

FISCAL IMPACT

Estimated annual cost of \$27,066.00 for all services provided. And a one time set up fee of \$5,000.00. This cost is well under a full-time budgeted position and is expected to save valuable staff time while also enhancing our taxpayer's ability to report and pay for taxes and licenses.

RECOMMENDATION

Approve the Mayor to sign a contract with MuniServices, LLC.

ATTACHMENTS

MuniServices, LLC contract
Proposal for Tax and License Administration

City of Oroville

PROPOSAL FOR

TAX & LICENSE ADMINISTRATION AND BUSINESS LICENSE SERVICES



Submitted By:

MuniServices, LLC
1264 Hawks Flight Court,
Suite 270 El Dorado Hills, CA
95762

Attn: Tanmin Rima, Client Success Manager
Phone: 669.204.9539
Email: Tanmin.Rima@AvenuInsights.com

April 1, 2022

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April 01, 2022

Ruth Wright,
Assistant City Administrator
Administrative Services
City of Oroville
1735 Montgomery, Oroville
CA: 95695

Subject: Proposal for Tax & License Administration and Business License Discovery & Recovery Services

Dear Ruth

MuniServices, LLC (“MuniServices”) is pleased to submit this proposal to the City of Oroville (“the City”) for Tax Administration Services. We recognize that the City is looking for the traditional tax collection software solution. With that knowledge, we are hoping that MuniServices’ service model that has been enhanced with a number of self-empowering features and functions will be the best solution for the city. We welcome the opportunity to maximize local tax revenues and ensure ongoing funding for critical community services.

MuniServices offers the City the following:

- ▶ **Experience:** We are a full-service provider and leader of revenue enhancement services with over 40 years of history providing similar services to more than 900 local governments nationwide.
- ▶ **We Know Oroville.** MuniServices has contracted with the City of Oroville since 1993 and has provided a variety of tax related services. This includes Sales and Use Tax Auditing and reporting, Utility Users Tax Compliance Auditing services.
- ▶ **Expert Tax Administration.** Our solution provides the City an easier way to process all tax and fee payments, while unburdening staff of the day-to-day ownership of responding to customer inquiries, tracking underpayments, issuing licenses, and compiling reports.

All services proposed will be performed by full-time MuniServices managers and specialists with years of experience in providing administration, compliance and auditing services to other local government clients throughout the nation. No subcontractors are required or proposed.

Our priority is to provide the City of Oroville with the highest level of customer service. We are providing Tanmin Rima, MuniServices’ Client Success Manager as the City’s point of contact. Should the City have any question or concerns, please feel free to contact her by phone at 669.204.9539.

Thank you,



Carl Kumpf
Chief Financial Officer
MuniServices, LLC

QUALIFICATIONS AND EXPERIENCE

MuniServices has a distinguished team of business license and Tax administration experts who are ready to support the City of Oroville with these services. Our 40-year history of providing these services has resulted in a cohesive team of highly qualified and highly experienced personnel who actively provide these same services in support of our local government clients throughout the nation. Our experts will assist the City in pinpointing compliance issues, provide detailed reporting, and recover lost taxes on the City’s behalf. As detailed below, MuniServices has a dedicated team whose region-specific expertise has resulted in the discovery of millions in underreported taxes. Our team is comprised of our most long-tenured staff who have proven expertise in Business License and Tax Administration Services.

Each year, Avenu generates and administers over \$1.8 billion in tax revenue for its local government clients just like the City of Oroville. As a reflection of our dedication to supporting local governments, Avenu received industry-wide recognition by being listed on the GovTech 100 for the 4th year in a row in 2022 for helping state and local governments serve their citizens.

As we have demonstrated earlier in this proposal, with a client base that spans the entire nation, MuniServices has the experience and capabilities necessary to support the City. Our national footprint, team of experts, decades of experience in providing these same services, and approach and methodologies that have been continuously refined since our founding, demonstrates to the City that MuniServices has the capabilities and resources needed to ensure the City is successful with this relationship.

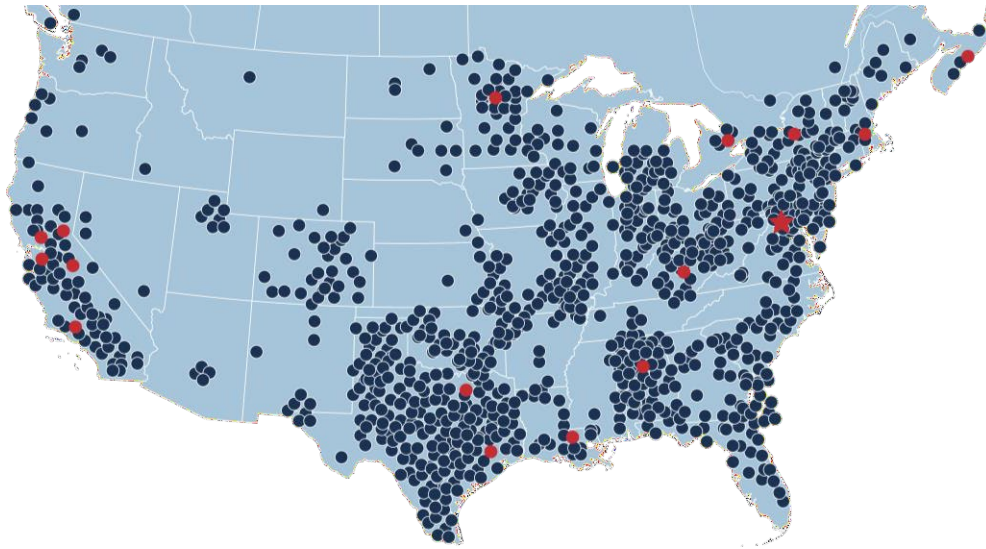


Figure 1 - With Red dots representing MuniServices' offices, and Blue dots representing clients, MuniServices has extensive national footprint

MuniServices offers revenue administration, compliance and collection services encompassing all general sources of local government tax revenues including Sales/Use, (including and accommodating special categories such as beer, wine, tobacco, gas, rentals etc.) Business License, Lodging, Insurance, Utility Users and Franchise Fees. Each tax typically involves its own tax basis, rate structure, filing schedule, taxpayer forms and notices, etc., all of which we configure specifically for our client’s needs. MuniServices undertakes an annual SSAE 18 (formerly SSAE 16) independent audit of our data and funds disbursement processes and associated administration procedures and can provide the report from our latest audit upon request.

Services to be Provided

MuniServices has detailed in this section the services to be provided to the City of Oroville.

TAX ADMINISTRATION SERVICES

Objectives and Methods

MuniServices' technology enabled administration services for municipalities is designed to make our years of experience, expertise in verifying taxpayer compliance, and extensive tax administration resources available, thus allowing City staff to focus on the services at which you excel and not the burdens of the administrative process. We approach each new project with the expectation that we will configure and customize our standard services to meet our client's needs, priorities, and preferences.

Because our system is already operating and needs only to be profiled and loaded with your tax and license data, MuniServices is uniquely qualified to ensure a timely and flexible transition plan that will ensure uninterrupted collection of current taxes and licenses.

Items we will request from the City are 1) existing taxpayer data, 2) authorization to act on the City's behalf in accepting filings, payments and compliance/collection efforts, and 3) a designated City contact(s) who will be responsible for City oversight of the program.

Administration Scope of Work

With a disciplined and trained staff, online filing and payment capabilities, a secure facility, and robust, secure information systems, MuniServices can implement a process that replicates and enhances the City's existing processes and cycle for business license, utility users tax and other taxpayer registrations and renewals. This process consists of the following components:

- ▶ **New Client Set-up:** create forms and reports, set up secure web access, and download new and updated account information
- ▶ **Taxpayer Registration:** create and maintain taxpayer database from client database and other sources, while maintaining a seamless process between initial registration and subsequent renewals and filings.
- ▶ **Taxpayer Notification:** provide tax and license forms and instructions by mail and online, initiate phone calls to businesses, and send reminders
- ▶ **Form/Payment Processing:** receive data and input into system, batch forms with payments, deposit checks, scan forms, post to taxpayer account, and timely disbursement of funds.
- ▶ **Reconcile Returns and Initiate Compliance Efforts:** reconcile filings and payments; verify accuracy of filing; apply late fees, penalties or interest; identify underpayments and refer to compliance process
- ▶ **Taxpayer Services:** provide prompt and effective customer service, quarterly newsletter, online forms, rates and instructions, toll-free support number and e-filing and payment options
- ▶ **Interactive Online Government Services portal:** detailed reporting available in hard copy and online, including detailed payment listing, daily/weekly/monthly reconciliation reports, delinquency reports and more.

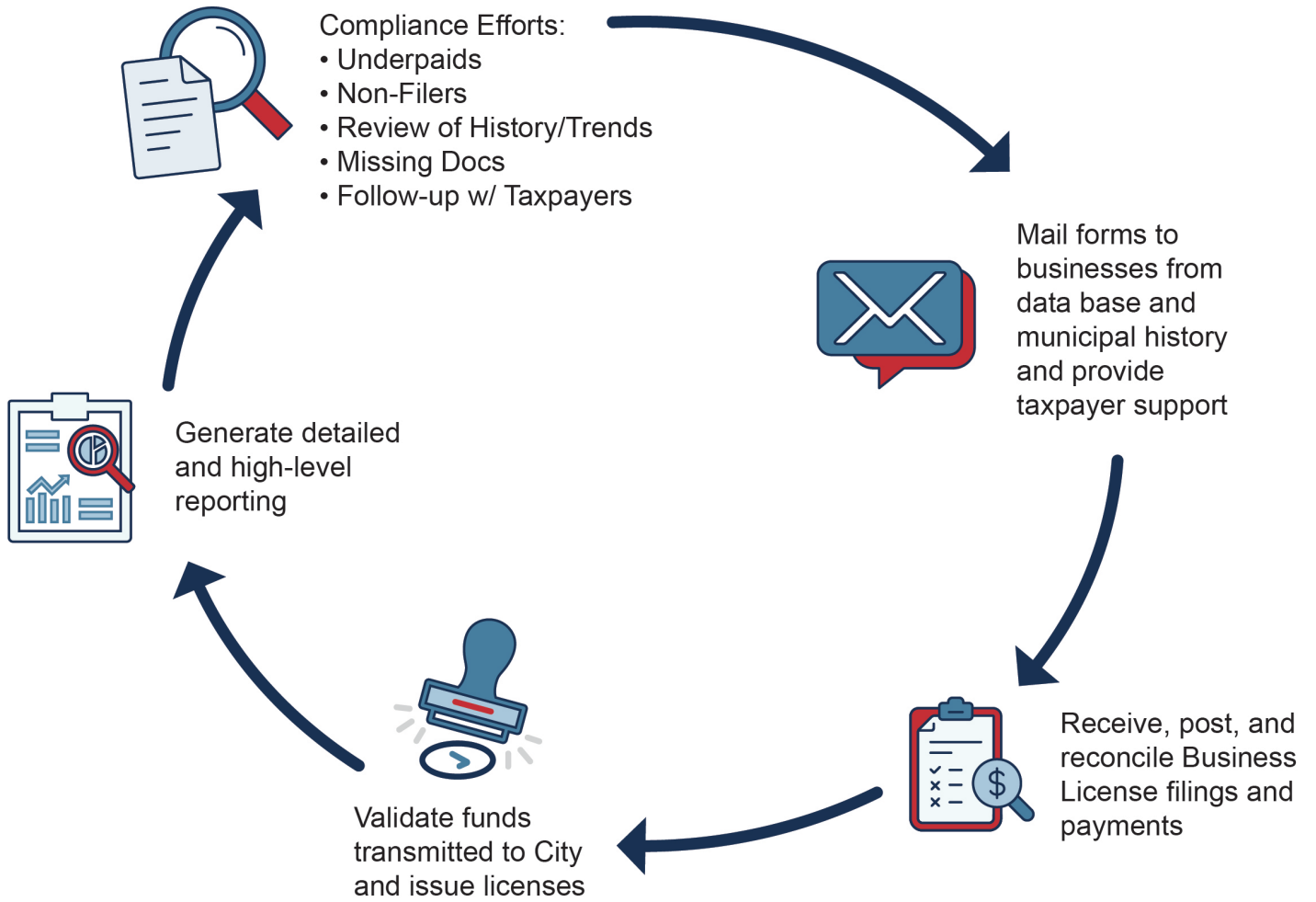


Figure 2 - Tax and License Administration Process

Understanding that one of the goals of the City of Oroville is to support the growth of businesses throughout the City, MuniServices believes that present interactions with the local business community can be enhanced through the addition of MuniServices' revenue administration services, thereby encouraging and supporting the formation, expansion, and compliant participation of businesses in the City's economy.

To ensure the processes, controls, departmental organization, employee make-up, taxpayer interaction and communication, training, technology and electronic media currently employed by the City are the most appropriate and effective to meet these objectives, MuniServices proposes to work to perform a high-level review of current practices and to assist in identifying opportunities for improvements. MuniServices provides its expertise based on several decades of delivering tax and fee management systems and consulting to municipalities.

The project start with an analysis of revenue sources, staff, resources and systems used to administer and collect revenue. We follow this with recommendations that ensure continuity for meeting current needs as well as accommodate future growth and other scenarios. Through our collaborative approach we work with City revenue management and staff to review processes, controls, departmental organization, employee make-up, taxpayer interaction and communication, training, technology and electronic media usage.

To determine the optimum configuration of services, MuniServices revenue consultants will interview City management to identify priorities, questions, and areas of concern to the City, and obtain materials necessary to complete our review, including, but not limited to:

- ▶ Budget, org chart and list of systems used for the various revenue sources and functions,
- ▶ Lists of any third-party vendors used for mailing or imaging
- ▶ Copies of any forms currently used to obtain taxpayer information, communicate to the business community, or that require data entry
- ▶ Introductions and contact information for information managers and professionals identified by the City as resources for information on current processes or systems deployment

Our preliminary recommendations designed for outreach and ongoing support for businesses that may otherwise be operating only on a home-based, marginal or occasional basis, “under the radar” of the City’s present business licensing process, and to reduce the burden of tax compliance on the part of currently registered small businesses include:

1. MuniServices suggests scheduling, promoting, and holding town hall type meetings/ taxpayer workshops in various locations within the City of Oroville to further communicate and assist taxpayers with updated tax and license processes. These informative meetings can include a live demo of the online processing system and a review of any updates to the remittance process. City staff typically play an important role in the success of the workshops, since we have found that businesses will be more engaged with a City representative working along with our staff.
2. MuniServices can provide the City with self-service kiosks at strategic locations selected for business taxpayer convenience that enable small businesses to register and renew business licenses at more convenient times and places. We recommend placing at least 2-4 such kiosks throughout the City.
3. Businesses looking to open in a City usually face a number of ancillary items that need to be addressed. Whether a new business chooses to file online, by phone, or through another method, each new account may be set up for review and approval via the MuniServices Government Services Portal. The approval process can be detailed out by City department based on business type. Based on City requirements, MuniServices staff will work with the business to determine the nature of their business, locations, and other demographic details. Our new business team identifies all key data elements to ensure the business application is completed accurately, including reviews of tax classifications, and a detailed review with the business on the filing requirements they may have.

If the City elects to, our team also starts a parallel process for regulatory approvals and other validations. This allows the business to easily comply and/or obtain things like zoning approvals, home occupation permits, and other items that may assist the business in becoming compliant with other laws and regulations. Working in conjunction with other City departments, MuniServices offers an online tracking tool accessible by the City, to facilitate approvals required by other departments. This ultimately promotes compliance and provides additional customer service to the City and the business community

4. Taxpayer support and forms are available to the business community in Spanish.
5. Sole-proprietors and small businesses may find it difficult to find time to interact with the City’s offices during normal business hours. MuniServices’ revenue specialists are available for personal response to customer calls and email questions to provide taxpayer support and assistance during extended hours (7:30a.m.- 5:30p.m., M-F) as well as 24/7/365 voice-mail and online access through which taxpayers can request information outside of regular business hours.

MuniServices’ taxpayer support desk is staffed, supported and closely monitored to ensure that we meet or exceed the following customer service standards:

- ▶ Average call abandonment rate of no greater than 5 percent (5%).

- ▶ Average speed to answer calls of no greater than 30 seconds; and
- ▶ Response to all emails and voicemails within one business day.

These recommendations are in addition to our standard taxpayer support services. MuniServices’ goal is to provide businesses with the tools necessary for timely and accurate filing by providing multiple convenient options for tax remittances and support.

- ▶ Downloaded forms, rates and instructions
- ▶ E-filing / payment option for automatic calculation, with interactive data validation
- ▶ Timely tax change notification relevant to tax liabilities
- ▶ Brochures and forms available in taxing jurisdiction's local office.

Our dedicated in-house client relations manager and team follow a simple yet highly effective communication process focusing on written and direct communication. We begin with developing an introduction letter for all businesses in the City’s business license registry. The letter alerts the businesses to the new online filing option, new mailing address, important dates to remember and new telephone numbers businesses may use to ask questions about the process. We then follow with a dialer campaign, plus live calls by MuniServices support representatives to the businesses making up the top 80% of the City’s revenue.

MuniServices automatically provides taxpayers with all the City-approved forms and instructions necessary for timely calculation, filing and payment of the license fees and taxes due. An introductory packet will be developed in collaboration with and approved by the City. The packet typically includes customized tax and license forms, appropriate instructions for filing online, website and helpful links, toll free phone and email support information and general requirements. This approach typically results in more than 70% of businesses applying and renewing annual business license filings online.

The program proposed consists of an Implementation Phase, leading up to a live cutover from the City’s current administration at a mutually agreeable date, with a recurrent ongoing administration cycle.

Implementation Phase

1. Convert and load to MuniServices’ Revenue Administration system all taxpayer records.
2. Verify with the City all taxpayer letters, forms, notices and any other taxpayer correspondence concerning business license and utility user tax collection.
3. Gather, review and receive confirmation of filing and reporting requirements from the City.
4. Establish implementation milestone dates for each service for which the City is contracting with MuniServices.
5. Configure secure web filing and payment portal for use by the City’s taxpayers.
6. Conduct taxpayer notification by mail, phone and email if email addresses are available.
7. Conduct consistent staff training for program updates.
8. Cutover from City to MuniServices Administration system according to schedule to be developed with the City.



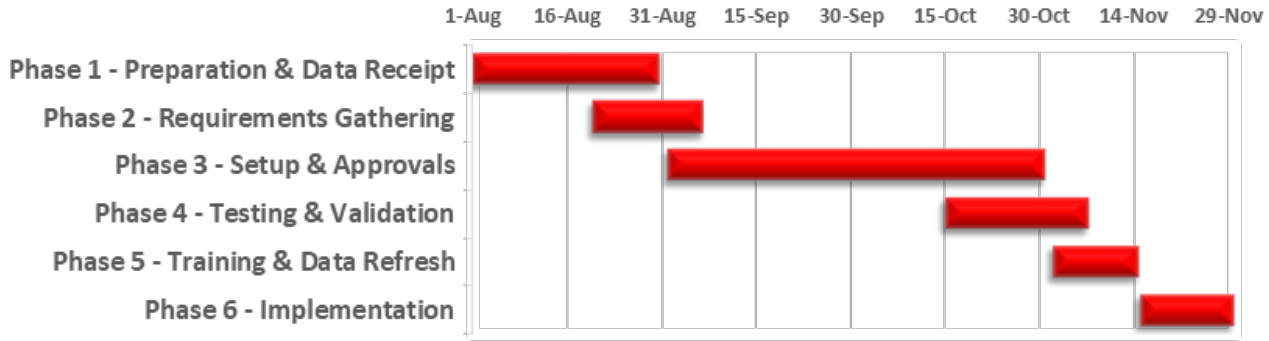


Figure 3 - Sample Implementation Plan / Timeline

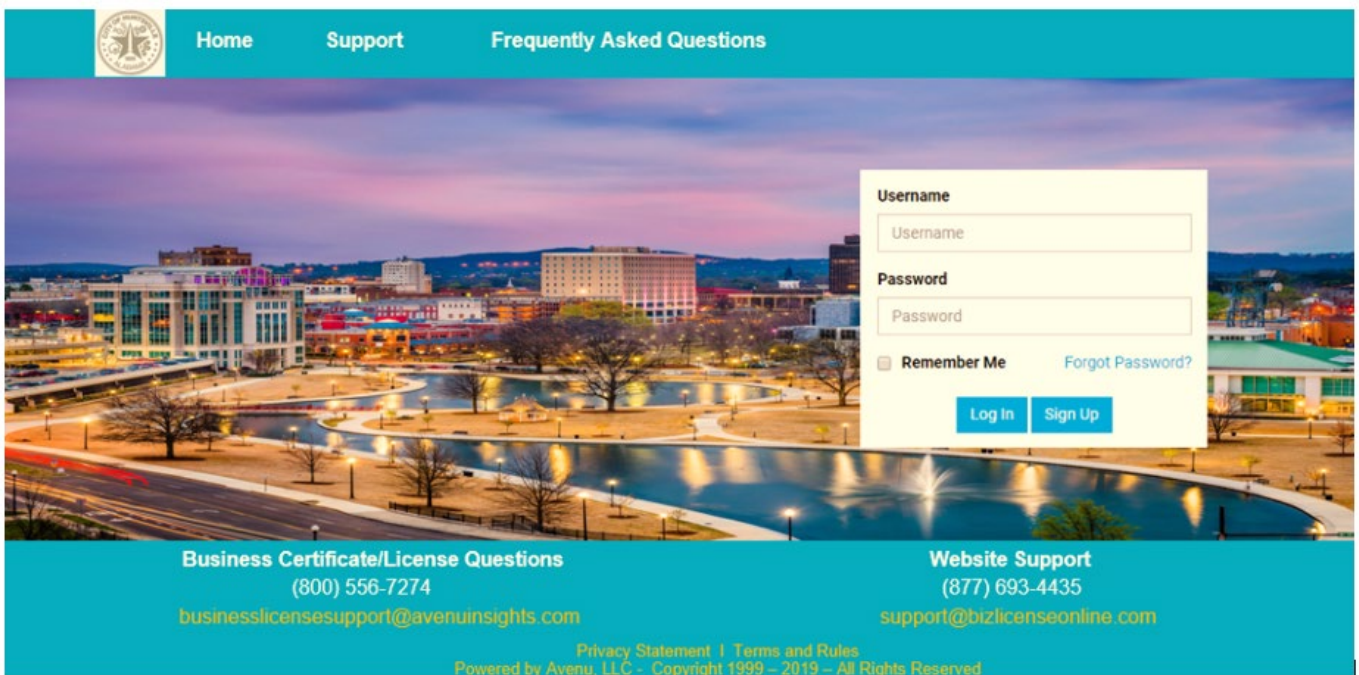


Figure 4 - Mockup of online filing landing page

Ongoing Administration Cycle

1. Beginning as of the scheduled date, MuniServices will receive filings and payments a) by mail, and b) online.
2. All paper filings, checks, and correspondence will be opened and batched in our secure facility.
3. Paper filings will be reconciled with payments and any errors, omissions or balance discrepancies logged for follow-up. Web filings are reconciled daily. MuniServices also handles NSF check processing, returns and refunds.
4. MuniServices will generate and send invoices for balances due for taxpayer under-payments or late payments.
5. Payments received will be deposited and disbursed to City designated accounts. MuniServices typically disburses funds 10-15 times per month, but frequency of disbursements will be mutually agreed on by MuniServices and the City.
6. MuniServices Tax Specialists will contact taxpayers to resolve any filing errors, omissions, or discrepancies.

7. Each month, the MuniServices Administration System will flag any missed filings for follow-up. Taxpayers will receive a courtesy phone call and a late notice to let them know a filing has not been received as of the due date. MuniServices will continue follow-up efforts until payments are received and appears to be complying or until the City advises of alternate collection efforts. A comprehensive compliance program will be collaborative effort between MuniServices and City and will be customized based upon the City's requirements.
8. Monthly, MuniServices Tax Specialists will analyze the month's receipts and flag significant variations for follow-up with the taxpayer and possible auditor review.
9. MuniServices will provide taxpayer support via toll-free number and e-mail to taxpayers requiring assistance with filing or payment, mailing address or contact changes, and any other related issues they may have.
10. MuniServices will register new taxpayers and assist them with all materials needed to begin & maintain filing.

Reporting and Deliverables

MuniServices solution provides City management and staff with a cloud based, self-service, interactive Government Services Portal. While we administer your revenue, you are never far from the information. Our Interactive Government Services system allows you to access to reports and business information whenever you need it.

Based on permissions designated by City management, staff members will have the ability to:

- ▶ Accept and process cash, check or credit card payments for taxes, licenses and additional fee types.
- ▶ Issue and print business licenses or record of receipt
- ▶ Set up new taxpayer accounts and/or tax liabilities
- ▶ Search and review taxpayer accounts using multiple data points include business name, contact, dba, address, phone number, FEIN/SSN, etc.
- ▶ View payment history
- ▶ Manage delinquent accounts
- ▶ Scan and upload taxpayer documents
- ▶ View pending transactions
- ▶ Manage the Business License approval process for regulated businesses
- ▶ Enter and review notes on taxpayer accounts

The interactive Government Service Center (online reports) is permission based and provides the City with unlimited users with no additional user license fees. This portal is available 24/7 through our secure website. The reports can be exported into multiple formats, including Excel, Word, PDF and CVS (comma delimited).

Each approved user has a unique username/password. Within the Government Service Center portal, users can make changes to their personal user profile, change their password, or email our Client Relations Team.



Figure 5 - Administration - Reporting Page

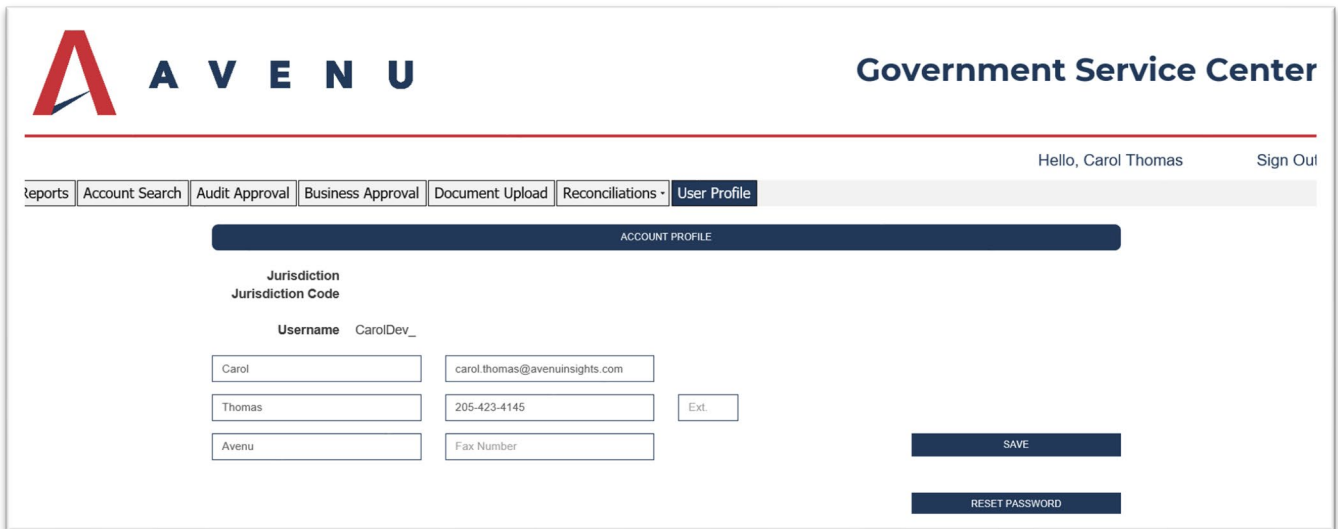


Figure 6- Government Service Center Portal

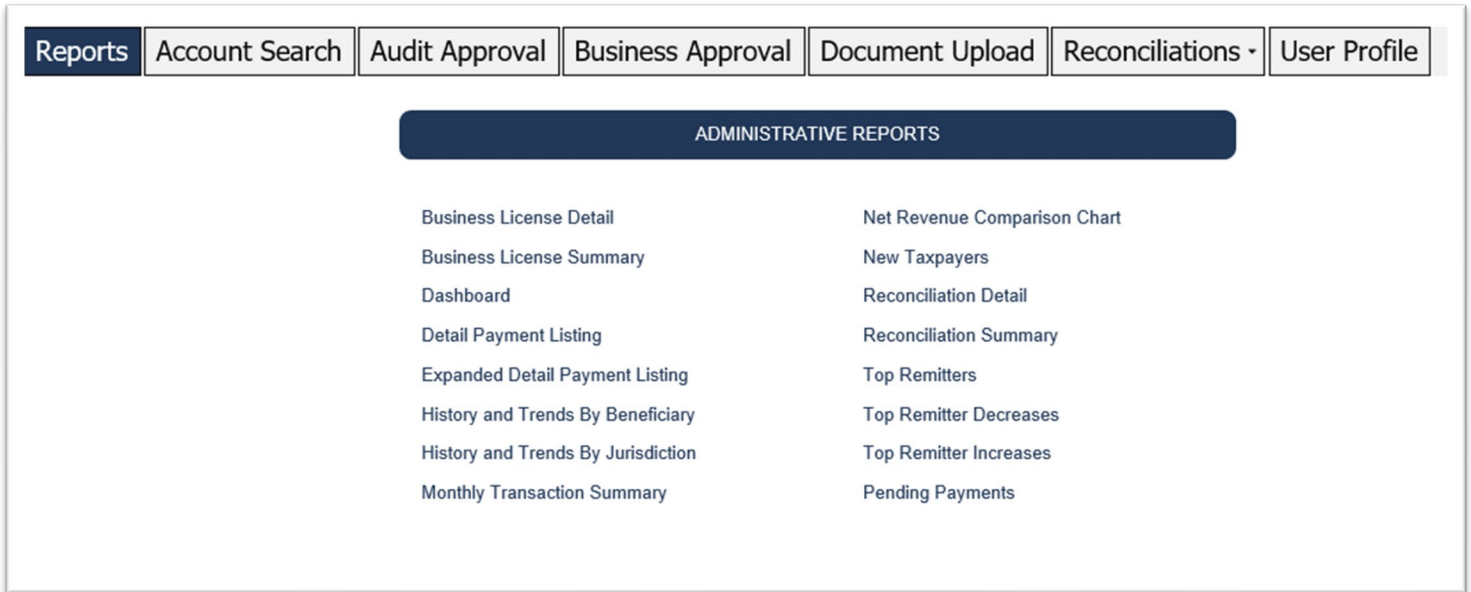


Figure 7 - Reports

Below is a list of some of the reports available online:

- ▶ New Account Listing
- ▶ Dashboard Report
- ▶ Transfer and Distribution Report
- ▶ Daily, Weekly and Monthly Reconciliation Reports
- ▶ Detailed Payment History Reports
- ▶ History and Trends
- ▶ Top Remitters Reports
- ▶ Delinquency reports
- ▶ Exportable Online Reports and Query Tools
- ▶ Business License Detail and Summary Reporting

Account Maintenance Reporting Descriptions and Samples

Interactive Account Search Tool

Approved City staff will have the ability to search for accounts within the database or to set up a new account for a new business.

Easy-to-view tabs allow you to access taxpayer profile information, liability setups, location information, contacts, business license details, tax and license delinquencies, notes and documents attached to each account.

- ▶ Search by account number (if available)
- ▶ Search by business name, DBA or portion of names
- ▶ Search by contact name or portion of contact name
- ▶ Search by mailing or physical address or portion of address
- ▶ Filter results by active, closed or all

- ▶ Filter results by primary contact or all contacts
- ▶ Filter results by mailing, physical or all addresses on accounts
- ▶ The Account Search Tool is permissions based, with the ability to grant limited access to non-financial reporting tools and a basic account transcript if needed for some City staff.

The screenshot shows the 'Account Search' tool interface. At the top, there are navigation tabs: Reports, Account Search (selected), Audit Approval, Business Approval, Document Upload, Reconciliations, and User Profile. Below the tabs are search filters: Account Number (with 'alisa test' entered), Contact (with 'alisa test' entered), Address (empty), Account Status (All), Contact (Primary), and Address (All). There are 'Create Taxpayer' and 'Search' buttons. Below the filters is a table with columns: Business Info, Payments, Account, Taxpayer Name, Doing Business As, Address, Type, Contact, Manage, Post, and Add. The table contains one row of data for account 455441, ALISA STO TEST ACCOUNT, TEST TX, 123 MAIN STREET ANYWHERE TX, Mailing, License, Tax, and Notes.

Figure 8 - Account Search Tool

The screenshot shows the search results for the account. It is divided into several sections:

- Business Information:** RDS Account Number: 455441, FEIN/SSN: (blank), Business Name: ALISA STO TEST ACCOUNT, Begin Date: 7/1/2019, Doing Business As: TEST TX, Close Date: (blank), Address: 123 MAIN STREET ANYWHERE, TX 786020000, Primary Business Activity: (blank), External Id: (blank), NAICS code: 531110, State/Other Id: (blank), NAICS description: Lessors of Residential Buildings and Dwellings, Resale/Other Id: (blank), SIC: (blank), SIC Description: (blank).
- Physical Location(s) on File:** No physical locations exist for this taxpayer.
- Contact Information:** Contact Name: (blank), Contact Title: (blank), Business Phone: (205) 491-4305, Contact Phone: (blank), Business Fax: (000)000-0000.
- Liabilities:** A table with columns: Jurisdiction Code, Jurisdiction, Tax Type, Rate Code Description, Rate Code Descriptor, Filing Freq, Start Date, Stop Date. One row is shown for Jurisdiction Code 9999, Municipality Name, Business License, License Fee, Standard Rate, A, 1/1/2019.
- Business License Info:** No Business License info exist for this taxpayer.
- Status Codes:** A table with columns: *Status Code, Status, *Status Code, Status, *Status Code, Status. It lists various status codes and their meanings, such as 4 Held for Certification, 5 Held per Client Request, 6 Held for Audit, 7 Held for Location, 8 Held for New Business, 9 Held for Additional Schedules, 10 Underpaid.

Figure 9 - Search Results

Create/View/Edit Taxpayers

City staff will have access to create/set up new taxpayer accounts as needed for immediate payment posting, noting and document uploading. In addition, view and edit permissions are provided for existing taxpayer accounts.

- ▶ Search for potential database match to reduce the risk of duplicate accounts when setting up a new account
- ▶ Requires NAIC selection from grid for new account setup
- ▶ Address standardization
- ▶ Liability setup and editing, allowing City staff to load known liabilities, frequency requirements and start dates
- ▶ Allows business owners to obtain their new account number, filing requirements and instructions right away, in addition to receiving future information from MuniServices
- ▶ Provides a documented account number for other City departments if granted access to the Government Service Center or provides them with an account number to use as reference in their own databases

Create Taxpayer

Reports Account Search Audit Approval Business Approval Document Upload Reconciliations User Profile

Account Number Taxpayer Name or DBA Contact Address

Account Status [All] Contact [All] Address [All] **Create Taxpayer** Search

FEIN: - Lookup

Account Name: Doing Business As: NAICS: Business Start Date: 5/19/2020 Select

Mailing Address: Address Line 1: Address Line 2: Attention Line: City: State: Alabama Postal Code: Make Mailing Address the same as the Physical Address

Taxpayer Contact Information: Business Phone: Business Fax: Main Contact: Contact Title: Email Address: Website URL: Edit: Clear Fields Submit New Taxpayer

Rate Code Description	Start Date	Frequency	Rate	Code
Type Description: Alcohol Tax - 25	05/19/2020			
<input type="checkbox"/> General	05/19/2020			
<input type="checkbox"/> Special Rate	05/19/2020			
Type Description: Business License - 1	05/19/2020			
<input type="checkbox"/> License Fee	05/19/2020			
Type Description: Business License - 2	05/19/2020			
<input type="checkbox"/> Issuance Fee	05/19/2020			
<input type="checkbox"/> Late Fees	05/19/2020			
Type Description: Consumers Use Tax - 30	05/19/2020			
<input type="checkbox"/> General	05/19/2020			
<input type="checkbox"/> Manufacturing	05/19/2020			
<input type="checkbox"/> Agriculture	05/19/2020			
<input type="checkbox"/> Automotive	05/19/2020			
Type Description: Lodging Tax - 30	05/19/2020	Annually	30	11
<input type="checkbox"/> General	05/19/2020	Annually	30	11
Type Description: Motor Fuels - 50	05/19/2020	Annually	50	95
<input type="checkbox"/> Sales & Distrib	05/19/2020	Annually	50	95
<input type="checkbox"/> Storage & Withdrawals	05/19/2020	Annually	50	96
Type Description: Occupational Tax - 66	05/19/2020	Annually	66	65
<input type="checkbox"/> Employee Count	05/19/2020	Annually	66	65
<input type="checkbox"/> Occupational	05/19/2020	Annually	66	66

Process changes Save changes Cancel changes

AVENU INSIGHTS & ANALYTICS

Figure 10 - Create Taxpayer Screenshot

Figure 1 – Maintenance

Notes and Documents

MuniServices' noting feature provides the ability for City staff to not only note accounts but to also upload account level documents and view note history from other users. The City is granted access to notes entered by MuniServices staff as well. The notes feature is permissions based but can provide a clearer picture of account activities for those City staff who are in constant communication with the business community and are allowed access to tax and licensing account level documentation.

NOTES

Taxpayer Information: TEST ACCOUNT

Date : 11/14/2019 User : Carol Thomas

Note Type : Note Category : Tax Administration Requires Avenu attention? : No Yes

Note :

Save
Document Upload
View Notes

Export to PDF
Export to XLSX
Export to DOCX
Export to CSV

Enter text to search...

Usr	Date	Time	Notes
CarolVest401	11/14/2019	19:31:39	Test note only

Page 1 of 1 (1 items) 1

Figure 12 - Notes

Document Upload Feature

The document upload feature is available through both the account level noting screen and through a standard grid that is for use in municipal level documents or bulk files. Examples of files that may be uploaded through the Document Upload feature are municipal ordinances or changes, bulk lists for Avenu review or confidential documents regarding multiple accounts.

REPORTS
ACCOUNT SEARCH
AUDIT APPROVAL
BUSINESS APPROVAL
DOCUMENT UPLOAD
PAYMENT RECONCILIATION
USER PROFILE

View/Upload Document(s)

Enter text to search...

Uploaded	Document Name	Size	Description	Comments
11/14/2019 11:13:29	logo2.jpg	16546	Sales team test	Sales team test
11/14/2019 09:03:20	Account_r_722872_Sales_1_ARS.jpg	65585	testing	
11/12/2019 12:32:50	9.jpg	97651	Just testing the add doc from notes	Same as description
11/11/2019 14:17:16	ER_GSC_Admin.jpg	81545	taxpayer id 007120	name
11/07/2019 07:42:47	Print Receipt.pdf	193761	test	
11/06/2019 12:42:43	Print Receipt.pdf	193761	taxpayer 009280	upload test
11/06/2019 12:27:22	Print Receipt.pdf	193761	test	
11/05/2019 08:31:04	volum.jpg	14585	upload from ST Pooling	upload from ST pooling
11/04/2019 11:00:34	volum.jpg	89514	test description	test comments
10/30/2019 09:26:49	ER_GSC_Admin.jpg	81545	CINeal Steel 000030	test

Page 1 of 7 (70 items) 1 2 3 4 5 6 7

Add New Document(s)

Figure 13 - Document Upload

Tax and Fee Payment Posting

MuniServices is pleased to provide the ability for City staff to post in-house payments from walk-ins, direct mailings to the City or payments received during field visits. The payment posting features eliminate the need for mail forwarding to the MuniServices lockbox for processing and allows City cashiers and examiners a way to post payments immediately. Because calculations occur automatically, it is also a prized tool for field examiners or staff who need to provide calculations fast and to secure payment right away.

- ▶ Included in service – No additional fees for access.
- ▶ Most used for taxes and district fees such as sales, use, occupational withholding, alcohol taxes, etc.
- ▶ Permissions based access for approved City staff
- ▶ Cash-check-credit card selectors for reconciliation purposes
- ▶ Easy drop-down selector for City’s unique tax types, rate codes and miscellaneous fees
- ▶ Calculated fields based on selected criteria, postmark, discount and delinquency dates and amounts entered, including penalty and interest
- ▶ Override flexibility for underpayments and overpayments
- ▶ Separate reconciliation process from the business license payment posting piece.

Figure 14 - Tax and Fee Payment Posting

Business License or Certificate Based Payment Posting

- ▶ Included in service – No additional fees for access.
- ▶ Most used for annual business licenses, temporary licenses, fees valid for specific date ranges and requiring renewal, etc
- ▶ Permissions based access for approved City staff
- ▶ Cash-check-credit card selectors for reconciliation purposes
- ▶ Captures fields that sometimes drive calculations of business license types of fees or similar fee structures
 - Postmark date
 - New/renewal license
 - Inside/outside city limits
 - Business start date if new
 - Final return and close date
 - Requires specific fields such as location selection for accuracy purposes
- ▶ Location selector with the ability to add locations if needed since many license programs are location specific
- ▶ Easy drop-down selector for City’s unique fee schedule and business categories with search capability (keyword, schedule number)
- ▶ Override flexibility for underpayments and overpayments

- ▶ Ability to add as many business license schedules/categories need to a single license/location, with edit capabilities
- ▶ Separate reconciliation process from the tax and fee payment posting piece

Taxpayer: (495256) A GREAT COMPANY
 DBA: GREATEST
 Address: 321 STERRETT ST
 PHYSICAL ADDRESS
 City: BIRMINGHAM
 State: AL
 Zip: 35216-
 Phone: 0 Ext: 0

Postmark: Year: Filing Period: Payment Type:

New Business Start Date:

Final Return Closed Date:

Police Jurisdiction/Other # of Employees:

In City Limits Outside City Limits

Enter text to search...

DBA	Address	City	State	Zip	Address Type
GREATEST	321 STERRETT ST PHYSICAL ADDRESS	BIRMINGHAM	AL	35216	Mailing

[Add Location](#)

Confirmation #:

Schedule No	Schedule Code	Schedule	Gross Receipts	Units	Issue Fee	License Fee	Penalty	Interest	Convenience Fee	Total
No data to display										

No data to paginate

[Add](#)
[Edit](#)
[Delete](#)

[Cancel](#) [Add Notes](#) [Upload Documents](#) [Submit](#)

Figure 15 - Business License or Certificate-based Payment Posting

Payment History Reporting on Account Level

Taxpayer search also provides an option to view payments on an account level, selecting criteria for transfer date range, disbursement date range, tax period range and tax type/license.

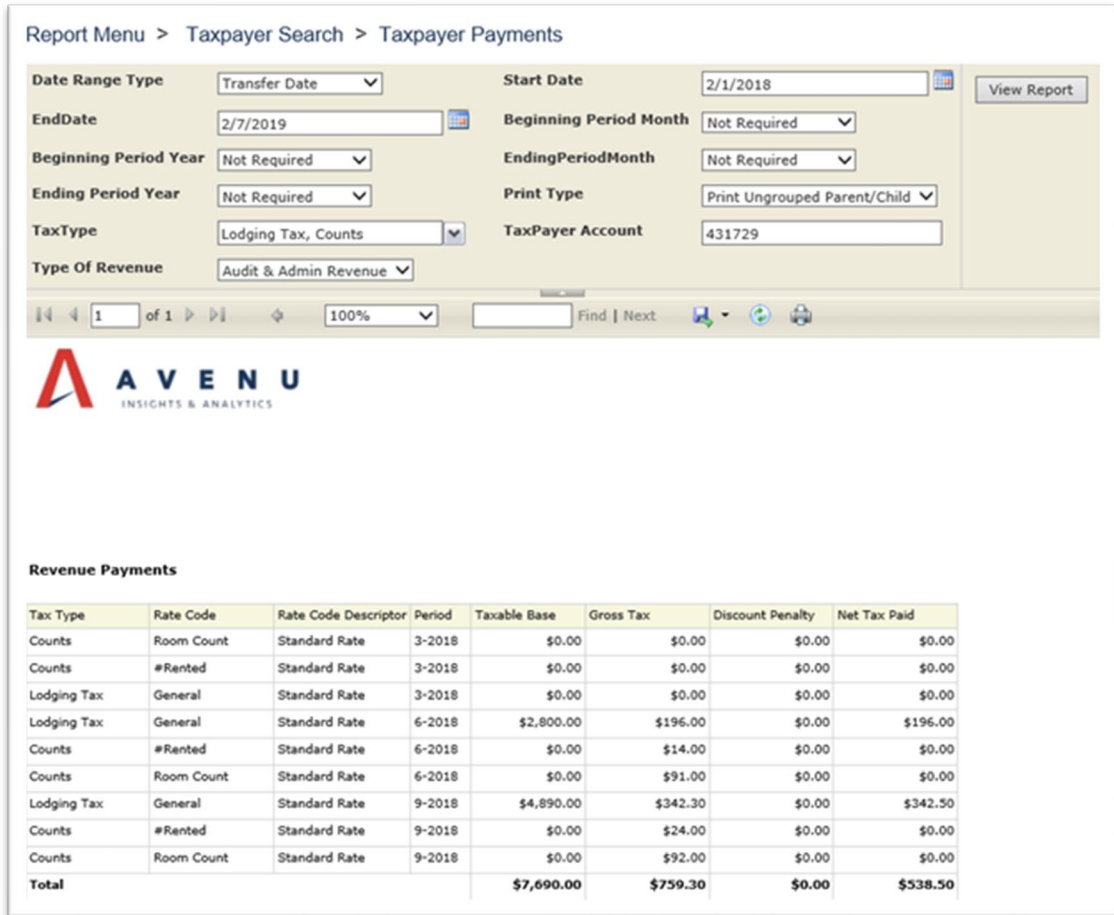


Figure 16 - Payment History

City Finance Management Reporting Descriptions and Samples

Reconciliation Detail and Summary Reporting

The Reconciliation Detail report provides a daily account of all tax monies received and disbursed. This report breaks down each tax type, including total taxes collected, administration fees, audit fees (if applicable), net funds, the beneficiary's percentage of revenue and distributed funds. This report can be viewed and exported according to which beneficiaries chosen.

The Reconciliation Summary report contains the exact information as the Detail Report but summarizes the information into the date range selected.

Report menu > Reconciliation Detail

Date Range Type: Disbursement Date | Start Date: 7/1/2017 | End Date: 7/31/2017 | Print Type: Print Ungrouped Parent/Child | View Report

Distributed on 7/2/2017	Jurisdiction Taxes Collected	Jurisdiction Admin Fees	Jurisdiction Audit Fees	Jurisdiction Net Funds	Your % of Net Funds	Distributed Funds
Lodging	27,007.40	112.60	0.00	26,894.80	100.0000%	26,894.80
Rental	141,739.00	5,287.60	0.00	136,451.40	100.0000%	136,451.60
Audit Sales Tax	-35,767.80	0.00	0.00	-35,767.80	100.0000%	-35,767.80
Total	\$132,978.60	\$5,400.20	\$0.00	\$127,578.40		\$127,578.60

Distributed on 7/6/2017	Jurisdiction Taxes Collected	Jurisdiction Admin Fees	Jurisdiction Audit Fees	Jurisdiction Net Funds	Your % of Net Funds	Distributed Funds
Lodging	0.00	0.00	0.00	0.00	100.0000%	0.00
Rental	6,257.20	150.20	0.00	6,107.00	100.0000%	6,107.20
Prom. Payment	14,515.80	0.00	0.00	14,515.80	100.0000%	14,515.80
Total	\$20,773.00	\$150.20	\$0.00	\$20,622.80		\$20,623.00

Distributed on 7/9/2017	Jurisdiction Taxes Collected	Jurisdiction Admin Fees	Jurisdiction Audit Fees	Jurisdiction Net Funds	Your % of Net Funds	Distributed Funds
Audit-license	720.00	0.00	0.00	720.00	100.0000%	720.00
Audit Sales Tax	55,387.20	0.00	0.00	55,387.20	100.0000%	55,387.20
Prom. Payment	5,467.80	0.00	0.00	5,467.80	100.0000%	5,467.80
Total	\$61,575.00	\$0.00	\$0.00	\$61,575.00		\$61,575.00

Distributed on 7/14/2017	Jurisdiction Taxes Collected	Jurisdiction Admin Fees	Jurisdiction Audit Fees	Jurisdiction Net Funds	Your % of Net Funds	Distributed Funds
Rental	1,260.40	112.60	0.00	1,147.80	100.0000%	1,147.80
Audit Sales Tax	332,438.80	0.00	0.00	332,438.80	100.0000%	332,438.80
Audit Rental	2,519.80	0.00	0.00	2,519.80	100.0000%	2,519.80
Final Assessmen	2,100.00	0.00	0.00	2,100.00	100.0000%	2,100.00
Total	\$338,319.00	\$112.60	\$0.00	\$338,206.40		\$338,206.40

Figure 17- Reconciliation Detail Report

Report Menu > Reconciliation Summary

Date Range Type: Transfer Date Start Date: 7/1/2017 End Date: 7/31/2017 Print Type: Print Ungrouped Parent/Child

Tax Type	Jurisdiction Taxes Collected	Jurisdiction Admin Fees	Jurisdiction Audit Fees	Jurisdiction Net Funds	Your % of Net Funds	Distributed Funds
Lodging	270,387.60	788.00	0.00	269,599.60	100.0000%	269,599.80
Rental	637,808.00	20,401.20	0.00	617,406.80	100.0000%	617,407.80
Gas	496,486.20	825.20	0.00	495,661.00	100.0000%	495,661.20
Tobacco	399,820.60	562.60	0.00	399,258.00	100.0000%	399,258.20
Audit-license	21,099.80	0.00	0.00	21,099.80	100.0000%	21,099.80
Audit Sales Tax	391,130.20	0.00	0.00	391,130.20	100.0000%	391,130.20
Audit Use Tax	81,734.40	0.00	0.00	81,734.40	100.0000%	81,734.40
Audit Rental	2,519.80	0.00	0.00	2,519.80	100.0000%	2,519.80
Litigation	922.60	0.00	0.00	922.60	100.0000%	922.60
Final Assessment	10,225.20	0.00	0.00	10,225.20	100.0000%	10,225.20
Prom. Payment	23,133.60	0.00	0.00	23,133.60	100.0000%	23,133.60
Total from 7/1/2017 to 7/31/2017	\$2,335,268.00	\$22,577.00	\$0.00	\$2,312,691.00		\$2,312,692.60

Figure 18- Reconciliation Summary

Pending Payments Reporting

The Pending Payments report provides a view on both individual account and overall City levels, showing payments posted but not yet disbursed. This report is vital in providing the full revenue picture to the City so that the City is not dependent on reporting of reconciled and disbursed transactions only.

ADMINISTRATIVE REPORTS

<p>Business License Detail</p> <p>Business License Summary</p> <p>Dashboard</p> <p>Detail Payment Listing</p> <p>Expanded Detail Payment Listing</p> <p>History and Trends By Beneficiary</p> <p>History and Trends By Jurisdiction</p> <p>Monthly Transaction Summary</p>	<p>Net Revenue Comparison Chart</p> <p>New Taxpayers</p> <p>Reconciliation Detail</p> <p>Reconciliation Summary</p> <p>Top Remitters</p> <p>Top Remitter Decreases</p> <p>Top Remitter Increases</p> <p style="border: 2px solid blue; border-radius: 50%; padding: 2px; display: inline-block;">Pending Payments</p>
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Figure 19 - Pending Payments Location

Detail Payment Listing

The Detailed Payment Listing is a comprehensive listing of every taxpayer that remitted a form and/or tax within the date range selected. This report is divided by tax type and lists each taxpayer, rate type they are filing, period, taxable sales, Gross tax, discounts and/or penalty, and the net tax due. Each tax type is summarized at the bottom of each tax type section. This report can be filtered by any or all tax types administered by MuniServices.

Report menu > Detail Payment Listing

Date Range Type: Transfer Date Start Date: 7/1/2017 View Report

EndDate: 7/31/2017 Beginning Period Month: Not Required

Beginning Period Year: Not Required Ending Period Month: Not Required

Ending Period Year: Not Required Print Type: Print Ungrouped Parent/Child

TaxType: All Type Of Revenue: Audit & Admin Revenue

Taxpayer Account	Taxpayer Name	Rate Code	Period	Taxable Sales	Gross Tax	Discount/Penalty	Net Tax Due
Sales Tax							
934872	Adewistor Group	General	05-2017	19,358.80	580.80	27.60	553.20
934872	Adewistor Group	General	06-2017	251,139.00	7,534.20	203.60	7,330.60
929681	Dopex Company	General	06-2017	11,510.20	460.40	8.80	451.60
934937	Dopistor	Agriculture	06-2017	0.00	0.00	0.00	0.00
934937	Dopistor	Mfg. Machine	06-2017	0.00	0.00	0.00	0.00
935210	Endantor	General	05-2017	10,122.00	303.60	14.40	289.20
935210	Endantor	General	06-2017	8,876.00	266.20	12.60	253.60
934758	Endewax WorldWide	General	06-2017	3,061.80	122.40	0.00	122.40
934758	Endewax WorldWide	General	05-2017	6,169.80	246.80	4.80	242.00
935202	Endonar International Group	General	06-2017	9,639.00	385.60	7.40	378.20
935206	Endor Holdings	General	06-2017	98,711.80	3,948.40	75.20	3,873.20
935206	Endor Holdings	General	05-2017	101,312.00	4,052.40	77.20	3,975.20
934768	Froex	General	06-2017	26,612.20	1,064.40	20.20	1,044.20
935167	Froupower	General	06-2017	50,358.00	2,014.40	38.40	1,976.00
935039	Hapicator WorldWide Group	General	06-2017	10,862.20	434.40	8.20	426.20

Figure 20 - Detail Payment Listing

Business License Detail and Summary Reports

The Business License Detail report is a daily report of license activity. The Business License Summary is a synopsis of license activity pulled from a chosen date range. Both reports offer an individual listing of taxpayers that have either submitted the appropriate paperwork and funds and have been approved to receive a business license or are lacking proper documentation or payment. This report can be filtered by Issued licenses, Not Issued licenses, or Both. This report can also be filtered by a date range, including license year.

Each report contains taxpayer account number, taxpayer name, dba name (if available), license number, issue date, license description, gross receipts reported, units reported, license fee, issuance fee, late fee, additional penalties (if applicable), and total paid.

History and Trends Reporting

The History and Trends report gives you the tools to compare tax revenue within a date range. You can compare current month to the prior month, current month to the same month last year, the last three months to the same three months last year, and the fiscal year to date to the same period last year. The date range is set by you. It can be one month or several years. This report is a perfect barometer to show how your tax revenue is trending. It will show you which taxes are increasing or decreasing and even break down by both individual tax types and rate codes, including general, police jurisdiction, manufacturing, etc.

Current Month vs Prior Month					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		175,891	62,530	113,361	181.3%
Sellers Use		162,438	91,087	71,350	78.3%
BusinessLicense		77,433	15,750	61,683	391.6%
Consumers Use		33,650	35,132	-1,482	-4.2%
Issuance Fee		2,730	1,050	1,680	160.0%
Rental		17,209	31,915	-14,707	-46.1%
Gas		0	0	0	0.0%
		469,350	237,465	231,885	97.7%

Current Month vs Same Month Last Year					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		175,891	270,394	-94,503	-35.0%
Sellers Use		162,438	295,526	-133,088	-45.0%
BusinessLicense		77,433	93,945	-16,513	-17.6%
Consumers Use		33,650	48,318	-14,668	-30.4%
Issuance Fee		2,730	4,578	-1,848	-40.4%
Rental		17,209	31,828	-14,620	-45.9%
		469,350	744,590	-275,240	-37.0%

Last 3 Months vs Same 3 Months Last Year					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		334,927	503,740	-168,813	-33.5%
Sellers Use		681,480	671,488	9,992	1.5%
BusinessLicense		93,183	93,945	-763	-0.8%
Consumers Use		131,318	106,357	24,961	23.5%
Issuance Fee		3,780	5,586	-1,806	-32.3%
Rental		71,668	76,857	-5,189	-6.8%
Gas		0	0	0	0.0%
		1,316,355	1,457,973	-141,618	-9.7%

Figure 21- History and Trends

FYTD vs Same Period Last Year					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		1,390,510	1,651,321	-260,811	-15.8%
Sellers Use		1,750,762	1,741,873	8,889	0.5%
BusinessLicense		96,684	4,091,937	-3,995,253	-97.6%
Consumers Use		405,140	349,069	56,070	16.1%
Issuance Fee		3,990	8,770	-4,780	-54.5%
Rental		207,445	205,134	2,312	1.1%
Gas		0	0	0	0.0%
Audit Sales Tax		0	9,707	-9,707	-100.0%
Audit Use Tax		14,440	0	14,440	0.0%
Audit Rental		6,160	5,664	496	8.8%
		3,875,131	8,063,475	-4,188,344	-51.9%

Figure 22 - FYTD vs Same Period Last Year

Net Revenue Comparison Chart

The Net Revenue Comparison chart is a snapshot of your revenue in comparison to previous months and years. This report can be run by date range and tax type.

Top Remitters, Top Remitters Increases and Top Remitter Decreases

The Top Remitter Reports are delivered in three different formats – Top Remitters, Top Remitters Increases and Top Remitter Decreases. All three reports provide a listing of your top 5 – 100 tax remitters, increases or decreases for the date range selected. Each report contains, taxpayer name, taxpayer dba name, NAICS code, tax type, rate code description, current year amount, prior year amount, the changed amount for the period and the over-all percent change. You can view this report filtered by net tax due or net sales.

These reports present a comprehensive picture of your top taxpayers that can help in delivering a strategic economic development plan or help better understand tax revenues and the business climate for your jurisdiction.

Taxpayer Account	Taxpayer Name	Taxpayer DBA	NAICS	Tax Type Description	Rate Code Description	Current Year Amount	Prior Year Amount	Change Amount	Change Percent
929448	Lomilax Holdings		512220	Sales Tax	General	18,081		18,081	
934938	Lomegower WorldWide		532299	Sales Tax	Mfg. Machine	84,062	66,035	18,027	27.3%
934931	Zeeefantor International		332111	Sellers Use	General	5,891		5,891	
934968	Lomistor Holdings Group		331311	Combined	General	1,667	-2,987	4,654	-155.8%
935206	Endor Holdings		213114	Combined	General	10,162	6,248	3,914	62.6%
935199	Barommin Holdings		314121	Sellers Use	General	3,228	230	2,998	1,301.1%
934910	Qwiinor Inc		327213	Combined	General	3,785	1,140	2,645	232.1%
929160	Rapax Direct		454210	Sales Tax	Combined	7,400	4,818	2,582	53.6%
935167	Froupower		423620	Combined	General	5,715	3,300	2,416	73.2%
934947	Reicover		327410	Sellers Use	General	5,597	3,308	2,289	69.2%
935196	Upackin		311311	Sellers Use	General	8,062	6,180	1,882	30.4%
934987	Surplan Holdings		339911	Combined	General	8,475	6,670	1,805	27.1%
935029	Monin WorldWide Company		334416	Sales Tax	General	1,713		1,713	
935155	Kliedar WorldWide		316993	Consumers Use	General	1,444	146	1,299	891.9%
935262	Endor International Inc		316212	Sellers Use	General	1,084	0	1,084	
935197	Thruaquower Holdings		424610	Sellers Use	General	1,483	457	1,026	224.6%
935073	Truamar		483112	Sellers Use	General	742		742	
935039	Hapicator WorldWide Group	Unower Group	315221	Sales Tax	General	938	251	687	273.3%
930079	Suror International Company		335122	Sales Tax	General	611		611	
935020	Hapover		333311	Sellers Use	General	584		584	
935138	Winower Direct		112410	Combined	General	476		476	
935076	Emover Direct		238910	Sellers Use	General	1,092	616	476	77.2%
934754	Monanex		541690	Sales Tax	General	880	430	449	104.4%
934758	Endewax WorldWide		339941	Sales Tax	General	364		364	
935202	Endonar International Group		532490	Sales Tax	General	378	73	305	418.1%
934856	Winower Direct		327332	Combined	General	284		284	
935090	Parex WorldWide		424930	Sales Tax	General	247		247	
934992	Rapover Holdings Inc		333412	Sales Tax	General	118		118	
935031	Emar WorldWide Company		315232	Combined	General	553	464	88	19.0%
934877	Unin		111421	Sales Tax	General	222	140	82	58.4%
935004	Supax International Group		238340	Combined	General	183	127	56	44.4%
935210	Endantor		335222	Sales Tax	General	543	532	11	2.1%
935141	Supedover Holdings Inc		333997	Sales Tax	General		0	0	
935212	Lomor International Inc		336992	Sales Tax	Combined	1,039	1,039	0	0.0%
935230	Qwiantor Direct		541191	Sellers Use	General		0	0	
Top 35 remitter's total Net Tax Paid between 7/1/2017 and 7/31/2017:						5177,105	599,218	577,887	78.5%
Top 35 remitter's percent of total Net Tax Paid for all remitters between 7/1/2017 and 7/31/2017:						37.7%	13.3%		

Figure 23 - Top Remitters

New Taxpayers Report

The New Taxpayers Report provides a listing of every new taxpayer for the date range selected. Included beside each new taxpayer is the MUNISERVICES taxpayer account number, address, FEIN, main contact, and any other contact information provided by the taxpayer at the time of registration. You will also see a listing of any transactions for the selected date range.

This report offers valuable information that could be shared between approved departments to ensure any new taxpayer is included on other taxpayer rolls.

Dashboard

The Dashboard is a graphic representation of the City's revenue by date range, including the net tax due history, a breakdown of tax sources, the top five taxpayers by business classifications, and the tax due history of your top five taxpayers. Like the dashboard of a car, this report shows you the highlights of your revenue in an easy to understand layout.

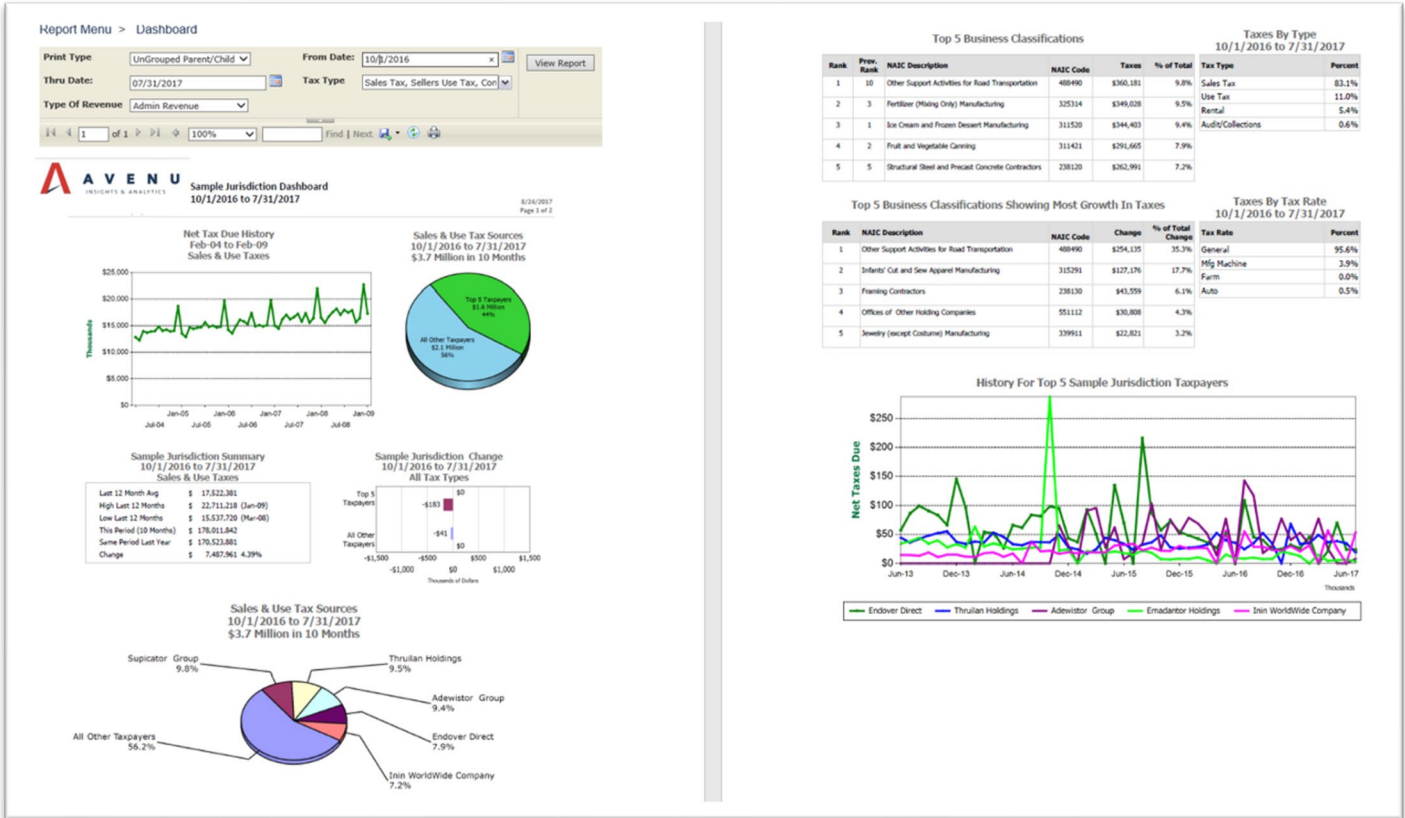


Figure 24- Dashboard

BUSINESS LICENSE DISCOVERY AND RECOVERY SERVICES

MuniServices will identify for the City non-compliant businesses that have not paid their licensing fees. MuniServices understands that we will initially contact these non-compliant businesses, and any additional contact will be made by the City. If we contact the business by mail, MuniServices will use a template letter approved by the City of Oroville. Additionally, MuniServices will provide the City with a database report of all non-compliant businesses contacted with the results of all research. When implemented on behalf of the City, MuniServices' proven Discovery and Revenue Recovery Program will:

- ▶ Compare the City's existing taxpayer list(s) against various databases aggregated from disparate systems and resources to identify previously unknown businesses operating within the City without paying the appropriate fees.
- ▶ Send notices to those businesses including an application packet approved by the City, advising them of their legal obligation to register and pay the appropriate fees in accordance with the City's ordinance.
- ▶ Provide taxpayer support for taxpayers who may have questions regarding these forms, and proactively contact taxpayers until forms are returned or account status is resolved.
- ▶ Verify information on each form received to ensure that all required information has been provided, that the fees due have been correctly calculated, and that payment in full has been made.
- ▶ Perform preliminary research to verify that the gross receipts, number of employees, and number of locations declared on each application appear to be reasonable and appropriate for each business. Flag questionable applications for further contact, which may include telephone query, site visits, or referral of the taxpayer for detailed audit.

- ▶ Daily disbursement to the City all payments received, less our percentage fee. If applications are returned without payment or with insufficient payment, invoice the taxpayer, monitor, and pursue payment, and promptly disburse to the City amounts received.

Our proposed Revenue Discovery and Recovery process is organized into three phases:

1. **Implementation Phase**, in which MuniServices and the City will consult and cooperate to ensure our mutual agreement on project specifications and procedures.
2. **Discovery Phase**, in which MuniServices will use data mining techniques to compare lists of known taxpayers received from the City and with data from other relevant databases to be obtained by MuniServices to identify additional businesses that may have outstanding business license liabilities, report these to the City in a form that will enable follow-up and collection, notify taxpayers of these potential liabilities, and provide assistance to such taxpayers in filing the appropriate returns.
3. **Recovery Phase**, in which MuniServices will notify both the City and the individual taxpayers of these potential liabilities. During this phase, MuniServices will assist such taxpayers in filing the appropriate returns and will follow-up with each taxpayer as needed until the appropriate return is filed and all fees due are paid in full.

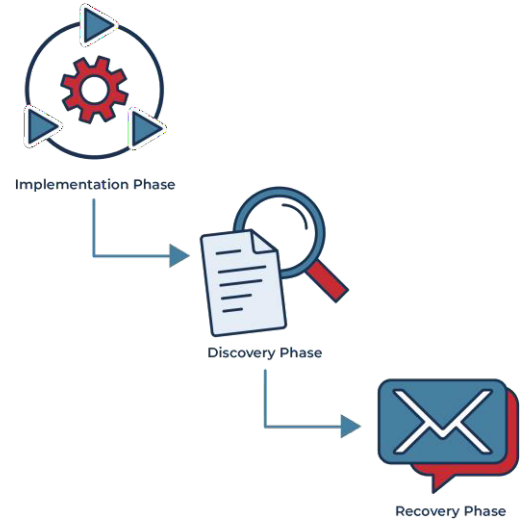


Figure 25 - Avenu's 3-phased approach to Discovery and Recovery

On the following page, MuniServices provides a more detailed flow chart of the process:

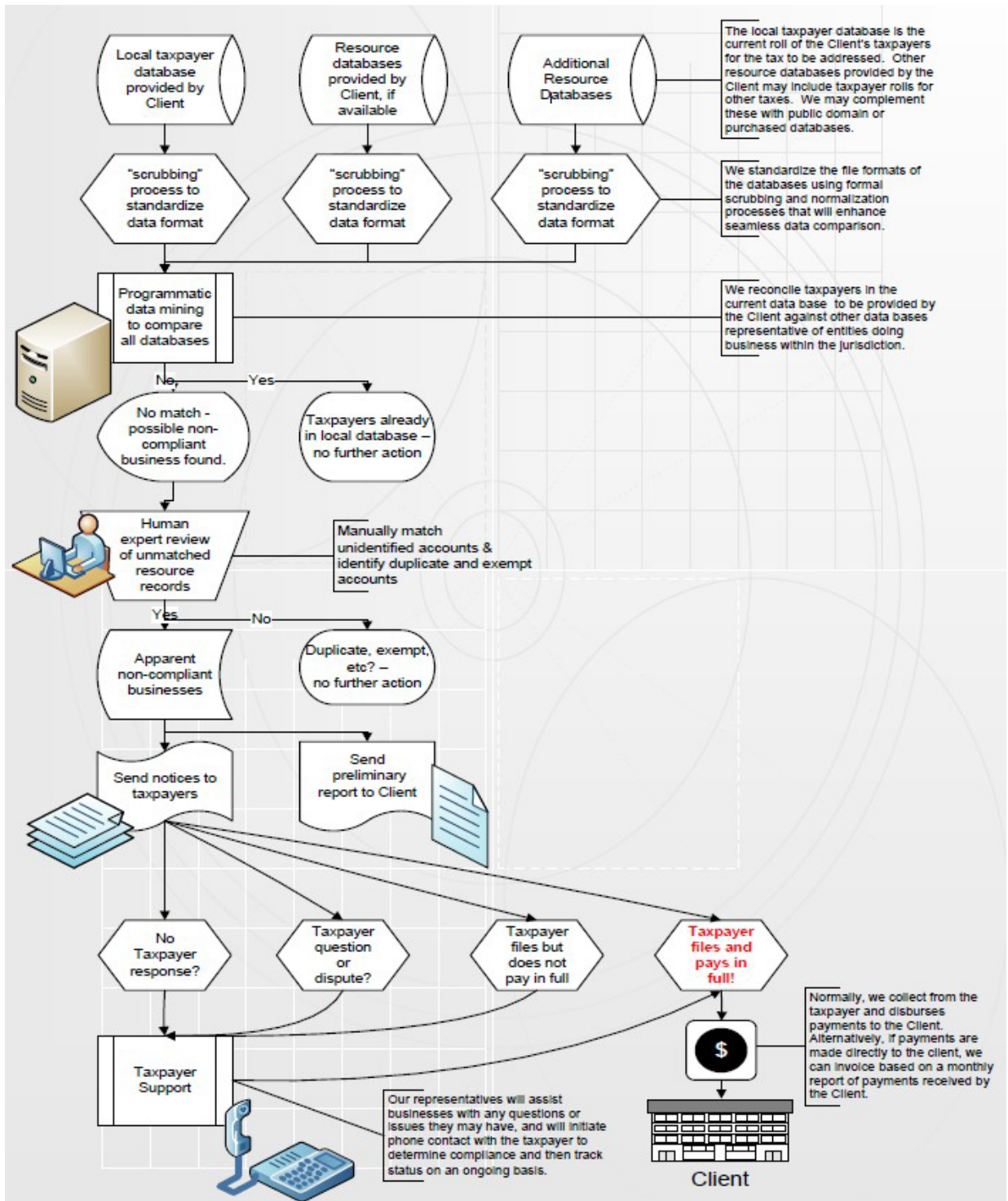


Figure 26 – MuniServices' Discovery/Recovery Process

Cost Proposal

MuniServices is pleased to provide to the City of Oroville the services outlined in our proposal for the following costs:

Service	Cost
Business License Tax Administration:	One time Set up Fee: \$5,000 to NTE \$10,00 (Depending on hours needed for the set up) \$16 Per Business License or New Notice Mailed
Business License Tax Discovery and Recovery	35% of the additional Business License revenue collected by the City as the result of our services.
Utility Users Tax Administration:	\$4 per transaction
Transient Occupancy Tax Administration:	\$250 per property per Annum

Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of June 1, 2022 ("Effective Date") by and between **City of Oroville**, a municipal corporation of the State of CA ("CLIENT") and **MuniServices, LLC**, a Delaware limited liability company, ("CONSULTANT"), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

A. Services

1. CONSULTANT will provide CLIENT with the services described in EXHIBIT A, sections A.1, A.2, & A.3, which are attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. In consideration for the services to be performed by CONSULTANT, CLIENT agrees to pay CONSULTANT the fees outlined in Exhibit B of this Agreement. CLIENT shall pay CONSULTANT within thirty (30) days of receipt of CONSULTANT's invoice.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three years (3) following the date of execution, and the CLIENT shall have the option to renew for two (2) successive one (1) year terms (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to CONSULTANT' fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government

sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

- 4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding-taxes or income taxes.
- 5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:
City of Oroville
 Attn: Ruth Wright
 1735 Montgomery Street
 Oroville, CA 95965

If to CONSULTANT:
MuniServices, LLC
 Attn: Contracts Department
 1264 Hawks Flight Ct., Suite 270
 El Dorado Hills, CA 95762
 Email: contracts@avenuinsights.com

- 6. **Representative or designees:** CONSULTANT's Primary Representative/Project Manager shall be:

Tanmin Rima, Client Services Manager
 7625 N. Palm Ave., Ste. 108, Fresno, CA 93711
 Email: tanmin.rima@avenuinsights.com

- 7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
- 8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks

between CONSULTANT and the CLIENT and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In

addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[Signatures on following page]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CLIENT”

City of Oroville

a Municipal Corporation

By: _____

Title: _____

Date: _____

“CONSULTANT”

MuniServices, LLC

a Delaware limited liability company

By: _____

Title: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

A.1 Tax Administration Services

Objectives and Methods

MuniServices' technology enabled administration services for municipalities is designed to make our years of experience, expertise in verifying taxpayer compliance, and extensive tax administration resources available, thus allowing City staff to focus on the services at which you excel and not the burdens of the administrative process. We approach each new project with the expectation that we will configure and customize our standard services to meet our client's needs, priorities, and preferences.

Because our system is already operating and needs only to be profiled and loaded with your tax and license data, MuniServices is uniquely qualified to ensure a timely and flexible transition plan that will ensure uninterrupted collection of current taxes and licenses.

Items we will request from the City are 1) existing taxpayer data, 2) authorization to act on the City's behalf in accepting filings, payments and compliance/collection efforts, and 3) a designated City contact(s) who will be responsible for City oversight of the program.

Administration Scope of Work

With a disciplined and trained staff, online filing and payment capabilities, a secure facility, and robust, secure information systems, MuniServices can implement a process that replicates and enhances the City's existing processes and cycle for business license, utility users tax and other taxpayer registrations and renewals. This process consists of the following components:

- ▶ **New Client Set-up:** create forms and reports, set up secure web access, and download new and updated account information
- ▶ **Taxpayer Registration:** create and maintain taxpayer database from client database and other sources, while maintaining a seamless process between initial registration and subsequent renewals and filings.
- ▶ **Taxpayer Notification:** provide tax and license forms and instructions by mail and online, initiate phone calls to businesses, and send reminders
- ▶ **Form/Payment Processing:** receive data and input into system, batch forms with payments, deposit checks, scan forms, post to taxpayer account, and timely disbursement of funds.
- ▶ **Reconcile Returns and Initiate Compliance Efforts:** reconcile filings and payments; verify accuracy of filing; apply late fees, penalties or interest; identify underpayments and refer to compliance process
- ▶ **Taxpayer Services:** provide prompt and effective customer service, quarterly newsletter, online forms, rates and instructions, toll-free support number and e-filing and payment options
- ▶ **Interactive Online Government Services portal:** detailed reporting available in hard copy and online, including detailed payment listing, daily/weekly/monthly reconciliation reports, delinquency reports and more.

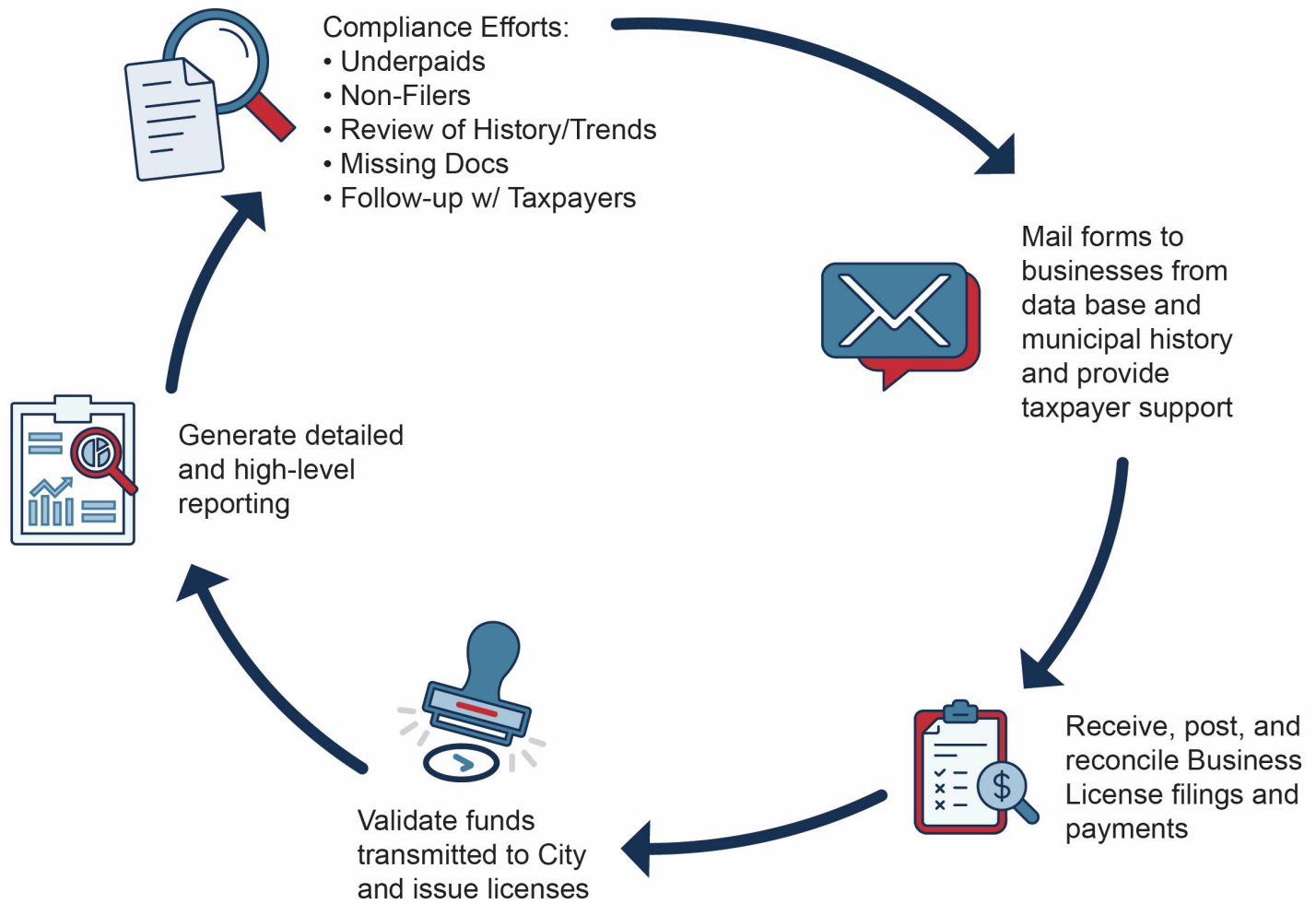


Figure 13 - Tax and License Administration Process

Understanding that one of the goals of the City is to support the growth of businesses throughout the City, MuniServices believes that present interactions with the local business community can be enhanced through the addition of MuniServices’ revenue administration services, thereby encouraging and supporting the formation, expansion, and compliant participation of businesses in the City’s economy.

To ensure the processes, controls, departmental organization, employee make-up, taxpayer interaction and communication, training, technology and electronic media currently employed by the City are the most appropriate and effective to meet these objectives, MuniServices proposes to work to perform a high-level review of current practices and to assist in identifying opportunities for improvements. MuniServices provides its expertise based on several decades of delivering tax and fee management systems and consulting to municipalities.

The project start with an analysis of revenue sources, staff, resources and systems used to administer and collect revenue. We follow this with recommendations that ensure continuity for meeting current needs as well as accommodate future growth and other scenarios. Through our collaborative approach we work with City revenue management and staff to review processes, controls, departmental organization, employee make-up, taxpayer interaction and communication, training, technology and electronic media usage.

To determine the optimum configuration of services, MuniServices revenue consultants will interview City management to identify priorities, questions, and areas of concern to the City, and obtain materials necessary to complete our review, including, but not limited to:

- ▶ Budget, org chart and list of systems used for the various revenue sources and functions,
- ▶ Lists of any third-party vendors used for mailing or imaging
- ▶ Copies of any forms currently used to obtain taxpayer information, communicate to the business community, or that require data entry
- ▶ Introductions and contact information for information managers and professionals identified by the City as resources for information on current processes or systems deployment

Our preliminary recommendations designed for outreach and ongoing support for businesses that may otherwise be operating only on a home-based, marginal or occasional basis, “under the radar” of the City’s present business licensing process, and to reduce the burden of tax compliance on the part of currently registered small businesses include:

1. MuniServices suggests scheduling, promoting, and holding town hall type meetings/ taxpayer workshops in various locations within the City to further communicate and assist taxpayers with updated tax and license processes. These informative meetings can include a live demo of the online processing system and a review of any updates to the remittance process. City staff typically play an important role in the success of the workshops, since we have found that businesses will be more engaged with a City representative working along with our staff.
2. MuniServices can provide the City with self-service kiosks at strategic locations selected for business taxpayer convenience that enable small businesses to register and renew business licenses at more convenient times and places. We recommend placing at least 2-4 such kiosks throughout the City.
3. Businesses looking to open in a City usually face a number of ancillary items that need to be addressed. Whether a new business chooses to file online, by phone, or through another method, each new account may be set up for review and approval via the MuniServices Government Services Portal. The approval process can be detailed out by City department based on business type. Based on City requirements, MuniServices staff will work with the business to determine the nature of their business, locations, and other demographic details. Our new business team identifies all key data elements to ensure the business application is completed accurately, including reviews of tax classifications, and a detailed review with the business on the filing requirements they may have.

If the City elects to, our team also starts a parallel process for regulatory approvals and other validations. This allows the business to easily comply and/or obtain things like zoning approvals, home occupation permits, and other items that may assist the business in becoming compliant with other laws and regulations. Working in conjunction with other City departments, MuniServices offers an online tracking tool accessible by the City, to facilitate approvals required by other departments. This ultimately promotes compliance and provides additional customer service to the City and the business community

4. Taxpayer support and forms are available to the business community in Spanish.
5. Sole-proprietors and small businesses may find it difficult to find time to interact with the City’s offices during normal business hours. MuniServices’ revenue specialists are available for personal response to customer calls and email questions to provide taxpayer support and assistance during extended hours (7:30a.m.-5:30p.m., M-F) as well as 24/7/365 voice-mail and online access through which taxpayers can request information outside of regular business hours.

MuniServices’ taxpayer support desk is staffed, supported and closely monitored to ensure that we meet or exceed the following customer service standards:

- ▶ Average call abandonment rate of no greater than 5 percent (5%).
- ▶ Average speed to answer calls of no greater than 30 seconds; and

- ▶ Response to all emails and voicemails within one business day.

These recommendations are in addition to our standard taxpayer support services. MuniServices' goal is to provide businesses with the tools necessary for timely and accurate filing by providing multiple convenient options for tax remittances and support.

- ▶ Downloaded forms, rates and instructions
- ▶ E-filing / payment option for automatic calculation, with interactive data validation
- ▶ Timely tax change notification relevant to tax liabilities
- ▶ Brochures and forms available in taxing jurisdiction's local office.

Our dedicated in-house client relations manager and team follow a simple yet highly effective communication process focusing on written and direct communication. We begin with developing an introduction letter for all businesses in the City's business license registry. The letter alerts the businesses to the new online filing option, new mailing address, important dates to remember and new telephone numbers businesses may use to ask questions about the process. We then follow with a dialer campaign, plus live calls by MuniServices support representatives to the businesses making up the top 80% of the City's revenue.

MuniServices automatically provides taxpayers with all the City-approved forms and instructions necessary for timely calculation, filing and payment of the license fees and taxes due. An introductory packet will be developed in collaboration with and approved by the City. The packet typically includes customized tax and license forms, appropriate instructions for filing online, website and helpful links, toll free phone and email support information and general requirements. This approach typically results in more than 70% of businesses applying and renewing annual business license filings online.

The program proposed consists of an Implementation Phase, leading up to a live cutover from the City's current administration at a mutually agreeable date, with a recurrent ongoing administration cycle.

Implementation Phase

1. Convert and load to MuniServices' Revenue Administration system all taxpayer records.
2. Verify with the City all taxpayer letters, forms, notices and any other taxpayer correspondence concerning business license and utility user tax collection.
3. Gather, review and receive confirmation of filing and reporting requirements from the City.
4. Establish implementation milestone dates for each service for which the City is contracting with MuniServices.
5. Configure secure web filing and payment portal for use by the City's taxpayers.
6. Conduct taxpayer notification by mail, phone and email if email addresses are available.
7. Conduct consistent staff training for program updates.
8. Cutover from City to MuniServices Administration system according to schedule to be developed with the City.



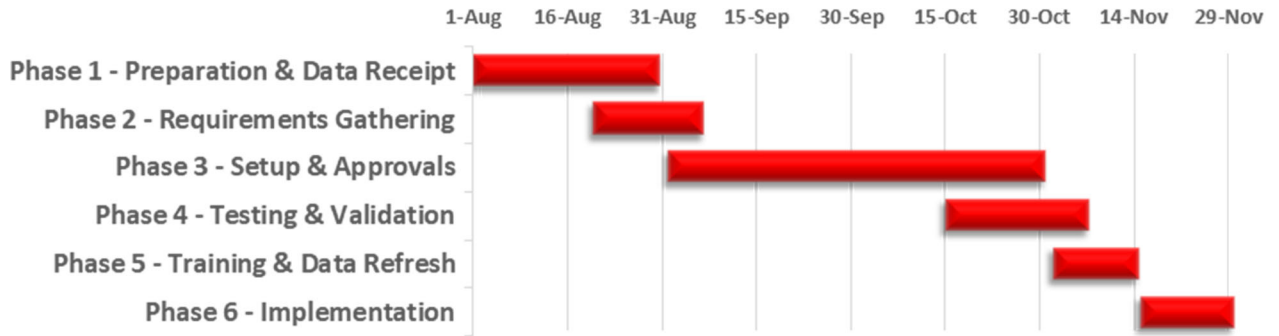


Figure 24 - Sample Implementation Plan / Timeline

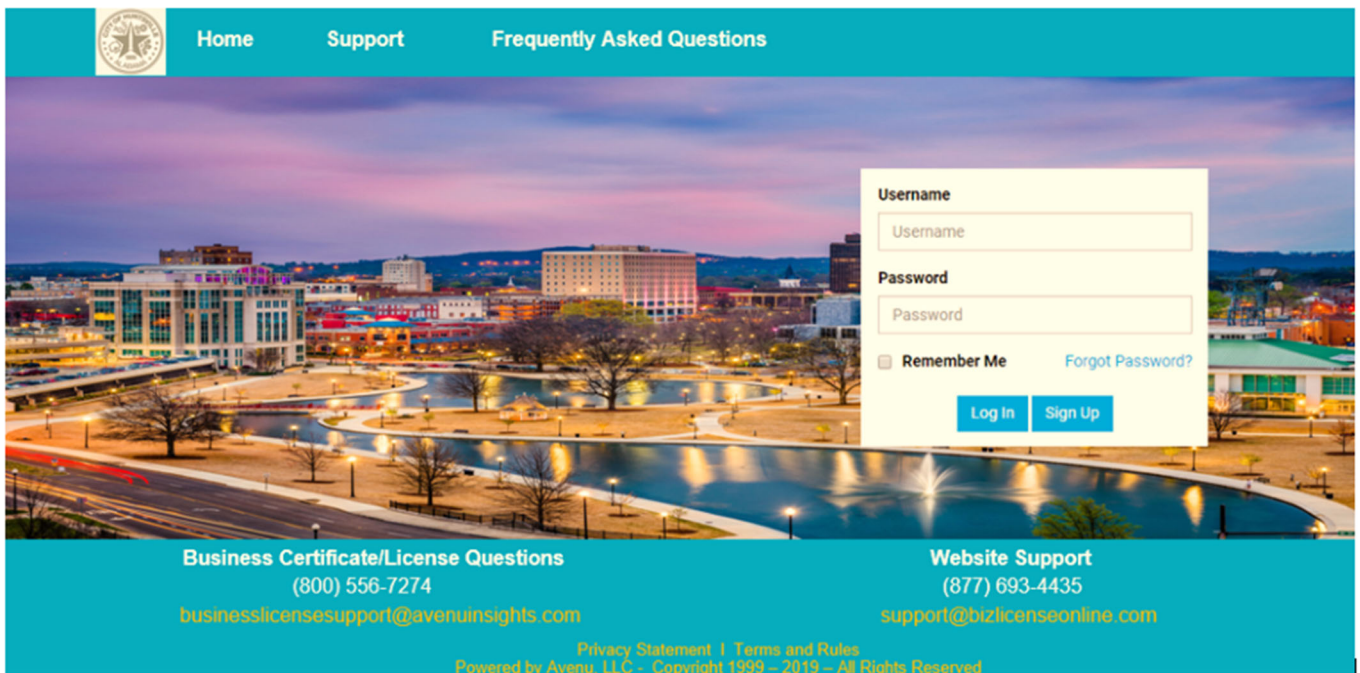


Figure 35 - Mockup of online filing landing page

Ongoing Administration Cycle

1. Beginning as of the scheduled date, MuniServices will receive filings and payments a) by mail, and b) online.
2. All paper filings, checks, and correspondence will be opened and batched in our secure facility.
3. Paper filings will be reconciled with payments and any errors, omissions or balance discrepancies logged for follow-up. Web filings are reconciled daily. MuniServices also handles NSF check processing, returns and refunds.
4. MuniServices will generate and send invoices for balances due for taxpayer under-payments or late payments.
5. Payments received will be deposited and disbursed to City designated accounts. MuniServices typically disburses funds 10-15 times per month, but frequency of disbursements will be mutually agreed on by MuniServices and the City.
6. MuniServices Tax Specialists will contact taxpayers to resolve any filing errors, omissions, or discrepancies.
7. Each month, the MuniServices Administration System will flag any missed filings for follow-up. Taxpayers will receive a courtesy phone call and a late notice to let them know a filing has not been

received as of the due date. MuniServices will continue follow-up efforts until payments are received and appears to be complying or until the City advises of alternate collection efforts. A comprehensive compliance program will be collaborative effort between MuniServices and City and will be customized based upon the City's requirements.

8. Monthly, MuniServices Tax Specialists will analyze the month's receipts and flag significant variations for follow-up with the taxpayer and possible auditor review.
9. MuniServices will provide taxpayer support via toll-free number and e-mail to taxpayers requiring assistance with filing or payment, mailing address or contact changes, and any other related issues they may have.
10. MuniServices will register new taxpayers and assist them with all materials needed to begin & maintain filing.

Reporting and Deliverables

MuniServices solution provides City management and staff with a cloud based, self-service, interactive Government Services Portal. While we administer your revenue, you are never far from the information. Our Interactive Government Services system allows you to access to reports and business information whenever you need it.

Based on permissions designated by City management, staff members will have the ability to:

- ▶ Accept and process cash, check or credit card payments for taxes, licenses and additional fee types.
- ▶ Issue and print business licenses or record of receipt
- ▶ Set up new taxpayer accounts and/or tax liabilities
- ▶ Search and review taxpayer accounts using multiple data points include business name, contact, dba, address, phone number, FEIN/SSN, etc.
- ▶ View payment history
- ▶ Manage delinquent accounts
- ▶ Scan and upload taxpayer documents
- ▶ View pending transactions
- ▶ Manage the Business License approval process for regulated businesses
- ▶ Enter and review notes on taxpayer accounts

The interactive Government Service Center (online reports) is permission based and provides the City with unlimited users with no additional user license fees. This portal is available 24/7 through our secure website. The reports can be exported into multiple formats, including Excel, Word, PDF and CVS (comma delimited). Each approved user has a unique username/password. Within the Government Service Center portal, users can make changes to their personal user profile, change their password, or email our Client Relations Team.



Figure 46 - Administration - Reporting Page

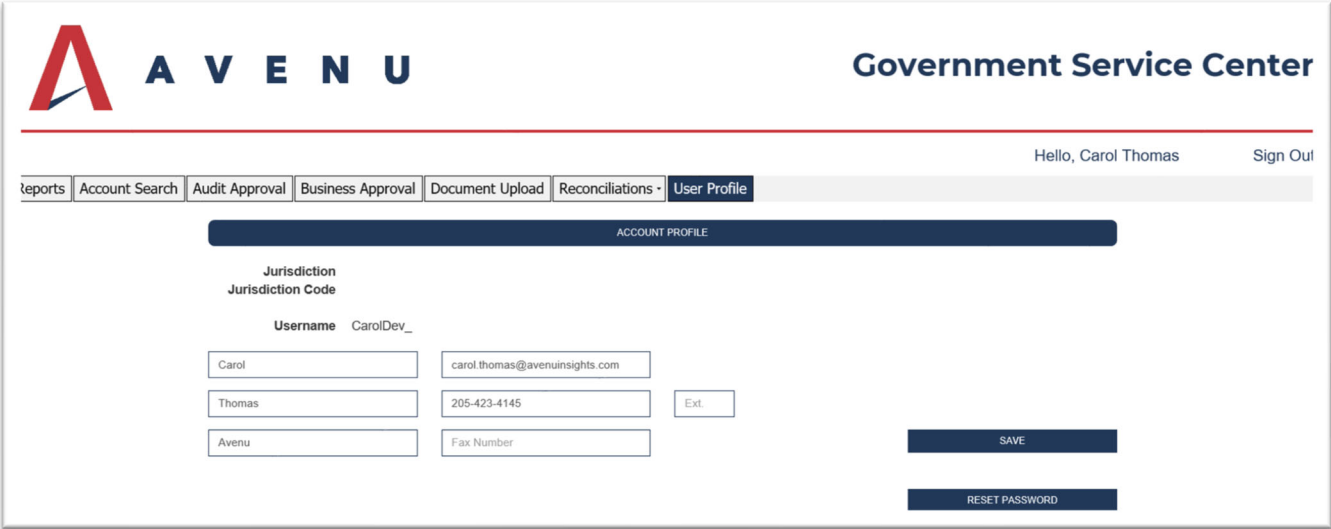


Figure 57 - Government Service Center Portal

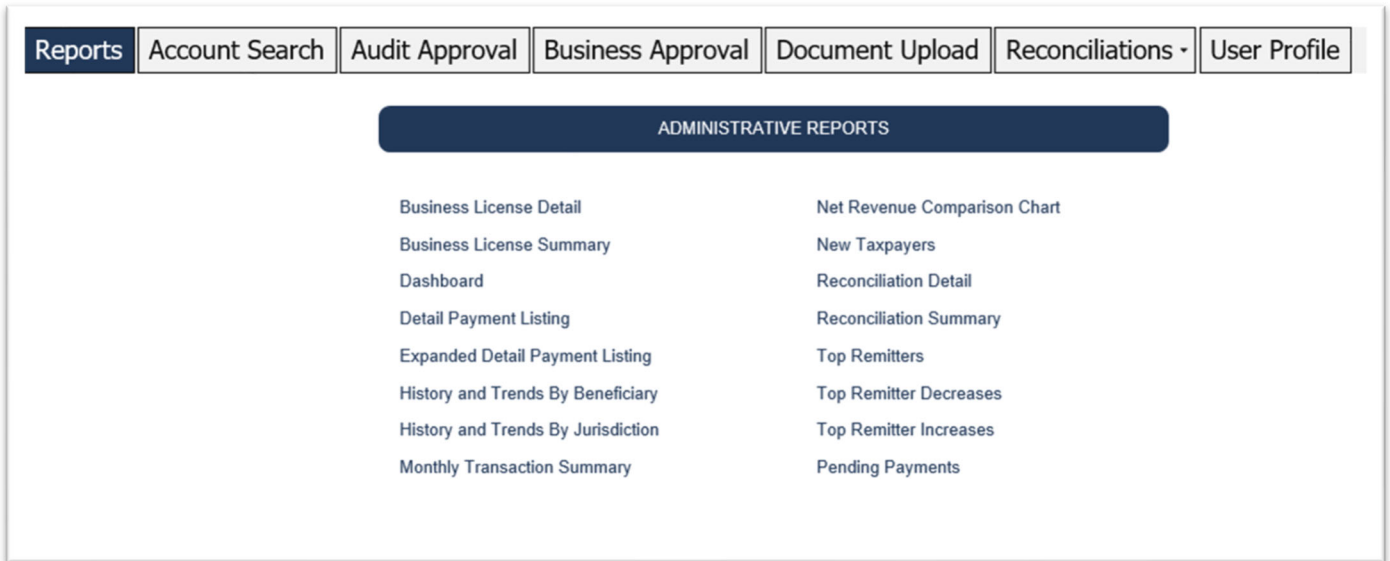


Figure 68 - Reports

Below is a list of some of the reports available online:

- ▶ New Account Listing
- ▶ Dashboard Report
- ▶ Transfer and Distribution Report
- ▶ Daily, Weekly and Monthly Reconciliation Reports
- ▶ Detailed Payment History Reports
- ▶ History and Trends
- ▶ Top Remitters Reports
- ▶ Delinquency reports
- ▶ Exportable Online Reports and Query Tools
- ▶ Business License Detail and Summary Reporting

Account Maintenance Reporting Descriptions and Samples Interactive Account Search Tool

Approved City staff will have the ability to search for accounts within the database or to set up a new account for a new business.

Easy-to-view tabs allow you to access taxpayer profile information, liability setups, location information, contacts, business license details, tax and license delinquencies, notes and documents attached to each account.

- ▶ Search by account number (if available)
- ▶ Search by business name, DBA or portion of names
- ▶ Search by contact name or portion of contact name
- ▶ Search by mailing or physical address or portion of address
- ▶ Filter results by active, closed or all
- ▶ Filter results by primary contact or all contacts
- ▶ Filter results by mailing, physical or all addresses on accounts
- ▶ The Account Search Tool is permissions based, with the ability to grant limited access to non-financial reporting tools and a basic account transcript if needed for some City staff.

Figure 79 - Account Search Tool

Figure 810 - Search Results

Create/View/Edit Taxpayers

City staff will have access to create/set up new taxpayer accounts as needed for immediate payment posting, noting and document uploading. In addition, view and edit permissions are provided for existing taxpayer accounts.

- ▶ Search for potential database match to reduce the risk of duplicate accounts when setting up a new account

- ▶ Requires NAIC selection from grid for new account setup
- ▶ Address standardization
- ▶ Liability setup and editing, allowing City staff to load known liabilities, frequency requirements and start dates
- ▶ Allows business owners to obtain their new account number, filing requirements and instructions right away, in addition to receiving future information from MuniServices
- ▶ Provides a documented account number for other City departments if granted access to the Government Service Center or provides them with an account number to use as reference in their own databases

1.

Rate Code	Description	Start Date	Frequency	Amount
Type Description: Alcoholic Tax - 25		05/19/2020		
<input type="checkbox"/>	General	05/19/2020		
<input type="checkbox"/>	Special Rate	05/19/2020		
Type Description: Business License - 1		05/19/2020		
<input type="checkbox"/>	License Fee	05/19/2020		
Type Description: Business License - 2		05/19/2020		
<input type="checkbox"/>	Issuance Fee	05/19/2020		
<input type="checkbox"/>	Late Fees	05/19/2020		
Type Description: Consumers Use Tax - 20		05/19/2020		
<input type="checkbox"/>	General	05/19/2020		
<input type="checkbox"/>	Manufacturing	05/19/2020		
<input type="checkbox"/>	Agriculture	05/19/2020		
<input type="checkbox"/>	Automotive	05/19/2020		
Type Description: Lodging Tax - 30		05/19/2020	Annually	30 11
<input type="checkbox"/>	General	05/19/2020	Annually	30 11
Type Description: Motor Fuels - 50		05/19/2020	Annually	50 95
<input type="checkbox"/>	Sales & Distrib	05/19/2020	Annually	50 95
<input type="checkbox"/>	Storage & Withdrawals	05/19/2020	Annually	50 96
Type Description: Occupational Tax - 66		05/19/2020	Annually	66 65
<input type="checkbox"/>	Employee Count	05/19/2020	Annually	66 65
<input type="checkbox"/>	Operational	05/19/2020	Annually	66 66

Figure 944 - Create Taxpayer Screenshot

The screenshot shows a web application interface with a top navigation bar containing tabs: Maintenance, Liabilities, Locations, Transcripts, Business License, Delinquencies, Notes, and Taxpayer Documents. The main content area is divided into two sections: 'Taxpayer Business Information' and 'Mailing Address'. The 'Taxpayer Business Information' section includes fields for Account Name (ALISA STO TEST ACCOUNT), Doing Business As (TEST TX), Selected NAICS Codes, and Business Start Date (7/1/2019). The 'Mailing Address' section includes fields for Address Line 1 (123 MAIN STREET), Address Line 2, Attention Line, City (ANYWHERE), State (Texas), and Postal Code (786020000). There are two 'Edit' buttons, one in the top right and one in the bottom right. Below these sections is a 'Taxpayer Contact Information' table with columns for Contact Name, Business Phone, Business Fax, Title, Email, and Web URL. The table contains one row with Business Phone: 2044914305 and Business Fax: (000)000-0000.

Figure 1042 – Maintenance

Notes and Documents

MuniServices’ noting feature provides the ability for City staff to not only note accounts but to also upload account level documents and view note history from other users. The City is granted access to notes entered by MuniServices staff as well. The notes feature is permissions based but can provide a clearer picture of account activities for those City staff who are in constant communication with the business community and are allowed access to tax and licensing account level documentation.

The screenshot shows a web application interface for notes. At the top is a dark blue header with the word 'NOTES'. Below the header is a section titled 'Taxpayer Information: TEST ACCOUNT'. This section includes fields for Date (11/14/2019), User (Carol Thomas), Note Type (Note), Category (Tax Administration), and Requires Avenu attention? (radio buttons for No and Yes, with No selected). Below these fields is a large text area for the note. At the bottom right of the form are three buttons: Save, Document Upload, and View Notes. Below the form is a table with export options: Export to PDF, Export to XLSX, Export to DOCX, and Export to CSV. Below the export options is a search bar with the text 'Enter text to search...'. Below the search bar is a table with columns: User, Date, Time, and Notes. The table contains one row: CarolVest401, 11/14/2019, 19:31:39, Test note only. At the bottom left of the table is the text 'Page 1 of 1 (1 items)' and a pagination control showing '1'.

Figure 1143 - Notes

Document Upload Feature

The document upload feature is available through both the account level noting screen and through a standard grid that is for use in municipal level documents or bulk files. Examples of files that may be uploaded through the Document Upload feature are municipal ordinances or changes, bulk lists for Avenu review or confidential documents regarding multiple accounts.

The screenshot shows a web application interface with a navigation bar at the top containing tabs for REPORTS, ACCOUNT SEARCH, AUDIT APPROVAL, BUSINESS APPROVAL, DOCUMENT UPLOAD (selected), PAYMENT RECONCILIATION, and USER PROFILE. Below the navigation bar is a dark blue header for 'View/Upload Document(s)'. A search bar is present with the placeholder text 'Enter text to search...'. The main content is a table with the following data:

Uploaded	Document Name	Size	Description	Comments
11/14/2019 11:13:29	logo2.jpg	16346	Sales team test	Sales team test
11/14/2019 09:03:20	Account # 272872 Seces 1 ARC Issu	65585	Issuing	
11/12/2019 12:32:50	9.jpg	97651	Just testing the add doc from notes	Same as description
11/11/2019 14:47:36	ER_GSC_Admin.jpg	81545	taxpayer id 007120	none
11/07/2019 07:42:47	Print Receipt.pdf	193761	test	
11/06/2019 12:42:43	Print Receipt.pdf	193761	taxpayer 009280	upload test
11/06/2019 12:27:22	Print Receipt.pdf	193761	test	
11/05/2019 08:31:04	vulcan.jpg	14585	upload from ST Posting	upload from ST posting
11/04/2019 11:00:34	vulcan2.jpg	89514	test description	test comments
10/30/2019 09:26:49	ER_GSC_Admin.jpg	81545	UNeal Steel 000030	test

At the bottom of the table, it says 'Page 1 of 7 (70 items)' and includes a pagination control with buttons for 1, 2, 3, 4, 5, 6, 7, and a search icon. In the bottom right corner of the interface, there is a button labeled 'Add New Document(s)'.

Figure 14 - Document Upload

Payment Posting

Tax and Fee Payment Posting

MuniServices is pleased to provide the ability for City staff to post in-house payments from walk-ins, direct mailings to the City or payments received during field visits. The payment posting features eliminate the need for mail forwarding to the MuniServices lockbox for processing and allows City cashiers and examiners a way to post payments immediately. Because calculations occur automatically, it is also a prized tool for field examiners or staff who need to provide calculations fast and to secure payment right away.

- ▶ Included in service – No additional fees for access.
- ▶ Most used for taxes and district fees such as sales, use, occupational withholding, alcohol taxes, etc.
- ▶ Permissions based access for approved City staff
- ▶ Cash-check-credit card selectors for reconciliation purposes
- ▶ Easy drop-down selector for City's unique tax types, rate codes and miscellaneous fees
- ▶ Calculated fields based on selected criteria, postmark, discount and delinquency dates and amounts entered, including penalty and interest
- ▶ Override flexibility for underpayments and overpayments
- ▶ Separate reconciliation process from the business license payment posting piece.

Taxpayer: 495256 - A GREAT COMPANY

Postmark: 06/03/2020 Period: 052020

Tax Type	Tax Rate	Gross Sales	Deductions	Taxable Sales	Taxable Rate	Gross Tax	Discount	Penalty	Interest	Net Tax Due	Payment Type
					Calculated						Cash

10 Sales Tax

15 Sellers Use Tax

20 Consumers Use Tax

25 Alcohol Tax

26 Wine Tax

30 Lodging Tax

32 Per Room Fee

40 Rental Lease Tax

50 Motor Fuels

66 Occupational Tax

11 General STD

21 Manufacturing STD

31 Agriculture STD

41 Automobile STD

43 Autos Withdrawn STD

51 Vending STD

61 Entertainment STD

Interest Starting Date : 06/22/2020

Interest Ending Date : 06/03/2020

Interest Per Diem : 0.0500

Interest Daily Rate : 0.00013699

Number of Days : 0

Cutoff Day : 22

Figure 15 - Tax and Fee Payment Posting

Business License or Certificate Based Payment Posting

- ▶ Included in service – No additional fees for access.
- ▶ Most used for annual business licenses, temporary licenses, fees valid for specific date ranges and requiring renewal, etc
- ▶ Permissions based access for approved City staff
- ▶ Cash-check-credit card selectors for reconciliation purposes
- ▶ Captures fields that sometimes drive calculations of business license types of fees or similar fee structures
 - Postmark date
 - New/renewal license
 - Inside/outside city limits
 - Business start date if new
 - Final return and close date
 - Requires specific fields such as location selection for accuracy purposes
- ▶ Location selector with the ability to add locations if needed since many license programs are location specific
- ▶ Easy drop-down selector for City's unique fee schedule and business categories with search capability (keyword, schedule number)
- ▶ Override flexibility for underpayments and overpayments
- ▶ Ability to add as many business license schedules/categories need to a single license/location, with edit capabilities
- ▶ Separate reconciliation process from the tax and fee payment posting piece

Taxpayer: (495256) A GREAT COMPANY
 DBA: GREATEST
 Address: 321 STERRETT ST
 PHYSICAL ADDRESS
 City: BIRMINGHAM
 State: AL
 Zip: 35216-
 Phone: 0 Ext: 0

Postmark: 6/3/2020 Year: 2020 Filing Period: 1 - A - Annual Payment Type: Cash

New Business Start Date:
 Final Return Closed Date:
 Police Jurisdiction/Other # of Employees: 0
 In City Limits Outside City Limits

Enter text to search...

DEA	Address	City	State	Zip	Address Type
GREATEST	321 STERRETT ST PHYSICAL ADDRESS	BIRMINGHAM	AL	35216	Mailing

Confirmation #:

Schedule No	Schedule Code	Schedule	Gross Receipts	Units	Issue Fee	License Fee	Penalty	Interest	Convenience Fee	Total
No data to display										

No data to paginate

Buttons: Cancel, Add Notes, Upload Documents, Submit, Add Location, Add, Edit, Delete

Figure 16 - Business License or Certificate-based Payment Posting

Payment History Reporting on Account Level

Taxpayer search also provides an option to view payments on an account level, selecting criteria for transfer date range, disbursement date range, tax period range and tax type/license.

Report Menu > Taxpayer Search > Taxpayer Payments

Date Range Type: Transfer Date Start Date: 2/1/2018 View Report

EndDate: 2/7/2019 Beginning Period Month: Not Required

Ending Period Year: Not Required Ending Period Month: Not Required

TaxType: Lodging Tax, Counts TaxPayer Account: 431729

Type Of Revenue: Audit & Admin Revenue

1 of 1 100% Find | Next

AVENU
INSIGHTS & ANALYTICS

Revenue Payments

Tax Type	Rate Code	Rate Code Descriptor	Period	Taxable Base	Gross Tax	Discount Penalty	Net Tax Paid
Counts	Room Count	Standard Rate	3-2018	\$0.00	\$0.00	\$0.00	\$0.00
Counts	#Rented	Standard Rate	3-2018	\$0.00	\$0.00	\$0.00	\$0.00
Lodging Tax	General	Standard Rate	3-2018	\$0.00	\$0.00	\$0.00	\$0.00
Lodging Tax	General	Standard Rate	6-2018	\$2,800.00	\$196.00	\$0.00	\$196.00
Counts	#Rented	Standard Rate	6-2018	\$0.00	\$14.00	\$0.00	\$0.00
Counts	Room Count	Standard Rate	6-2018	\$0.00	\$91.00	\$0.00	\$0.00
Lodging Tax	General	Standard Rate	9-2018	\$4,890.00	\$342.30	\$0.00	\$342.50
Counts	#Rented	Standard Rate	9-2018	\$0.00	\$24.00	\$0.00	\$0.00
Counts	Room Count	Standard Rate	9-2018	\$0.00	\$92.00	\$0.00	\$0.00
Total				\$7,690.00	\$759.30	\$0.00	\$538.50

Figure 17 - Payment History

City Finance Management Reporting Descriptions and Samples Reconciliation Detail and Summary Reporting

The Reconciliation Detail report provides a daily account of all tax monies received and disbursed. This report breaks down each tax type, including total taxes collected, administration fees, audit fees (if applicable), net funds, the beneficiary's percentage of revenue and distributed funds. This report can be viewed and exported according to which beneficiaries chosen.

The Reconciliation Summary report contains the exact information as the Detail Report but summarizes the information into the date range selected.

Report menu > Reconciliation Detail

Date Range Type: Disbursement Date Start Date: 7/1/2017 View Report

End Date: 7/31/2017 Print Type: Print Ungrouped Parent/Child

Distributed on	Jurisdiction Taxes Collected	Jurisdiction Admin Fees	Jurisdiction Audit Fees	Jurisdiction Net Funds	Your % of Net Funds	Distributed Funds
Distributed on 7/2/2017						
Lodging	27,007.40	112.60	0.00	26,894.80	100.0000%	26,894.80
Rental	141,739.00	5,287.60	0.00	136,451.40	100.0000%	136,451.60
Audit Sales Tax	-35,767.80	0.00	0.00	-35,767.80	100.0000%	-35,767.80
Total	\$132,978.60	\$5,400.20	\$0.00	\$127,578.40		\$127,578.60
Distributed on 7/6/2017						
Lodging	0.00	0.00	0.00	0.00	100.0000%	0.00
Rental	6,257.20	150.20	0.00	6,107.00	100.0000%	6,107.20
Prom. Payment	14,515.80	0.00	0.00	14,515.80	100.0000%	14,515.80
Total	\$20,773.00	\$150.20	\$0.00	\$20,622.80		\$20,623.00
Distributed on 7/9/2017						
Audit-license	720.00	0.00	0.00	720.00	100.0000%	720.00
Audit Sales Tax	55,387.20	0.00	0.00	55,387.20	100.0000%	55,387.20
Prom. Payment	5,467.80	0.00	0.00	5,467.80	100.0000%	5,467.80
Total	\$61,575.00	\$0.00	\$0.00	\$61,575.00		\$61,575.00
Distributed on 7/14/2017						
Rental	1,260.40	112.60	0.00	1,147.80	100.0000%	1,147.80
Audit Sales Tax	332,438.80	0.00	0.00	332,438.80	100.0000%	332,438.80
Audit Rental	2,519.80	0.00	0.00	2,519.80	100.0000%	2,519.80
Final Assessmen	2,100.00	0.00	0.00	2,100.00	100.0000%	2,100.00
Total	\$338,319.00	\$112.60	\$0.00	\$338,206.40		\$338,206.40

Figure 18- Reconciliation Detail Report

<report menu > Reconciliation Summary

Date Range Type: Transfer Date Start Date: 7/1/2017 End Date: 7/31/2017 Print Type: Print Ungrouped Parent/Child

1 of 1 100% Find | Next

Tax Type	Jurisdiction Taxes Collected	Jurisdiction Admin Fees	Jurisdiction Audit Fees	Jurisdiction Net Funds	Your % of Net Funds	Distributed Funds
Lodging	270,387.60	788.00	0.00	269,599.60	100.0000%	269,599.80
Rental	637,808.00	20,401.20	0.00	617,406.80	100.0000%	617,407.80
Gas	496,486.20	825.20	0.00	495,661.00	100.0000%	495,661.20
Tobacco	399,820.60	562.60	0.00	399,258.00	100.0000%	399,258.20
Audit-license	21,099.80	0.00	0.00	21,099.80	100.0000%	21,099.80
Audit Sales Tax	391,130.20	0.00	0.00	391,130.20	100.0000%	391,130.20
Audit Use Tax	81,734.40	0.00	0.00	81,734.40	100.0000%	81,734.40
Audit Rental	2,519.80	0.00	0.00	2,519.80	100.0000%	2,519.80
Litigation	922.60	0.00	0.00	922.60	100.0000%	922.60
Final Assessmen	10,225.20	0.00	0.00	10,225.20	100.0000%	10,225.20
Prom. Payment	23,133.60	0.00	0.00	23,133.60	100.0000%	23,133.60
Total from 7/1/2017 to 7/31/2017	\$2,335,268.00	\$22,577.00	\$0.00	\$2,312,691.00		\$2,312,692.60

Figure 19- Reconciliation Summary

Pending Payments Reporting

The Pending Payments report provides a view on both individual account and overall City levels, showing payments posted but not yet disbursed. This report is vital in providing the full revenue picture to the City so that the City is not dependent on reporting of reconciled and disbursed transactions only.

ADMINISTRATIVE REPORTS

<ul style="list-style-type: none"> Business License Detail Business License Summary Dashboard Detail Payment Listing Expanded Detail Payment Listing History and Trends By Beneficiary History and Trends By Jurisdiction Monthly Transaction Summary 	<ul style="list-style-type: none"> Net Revenue Comparison Chart New Taxpayers Reconciliation Detail Reconciliation Summary Top Remitters Top Remitter Decreases Top Remitter Increases <li style="border: 2px solid blue; border-radius: 50%; padding: 2px;">Pending Payments
---	---

Figure 20 - Pending Payments Location

Detail Payment Listing

The Detailed Payment Listing is a comprehensive listing of every taxpayer that remitted a form and/or tax within the date range selected. This report is divided by tax type and lists each taxpayer, rate type they are filing, period, taxable sales, Gross tax, discounts and/or penalty, and the net tax due. Each tax type is summarized at the bottom of each tax type section. This report can be filtered by any or all tax types administered by MuniServices.

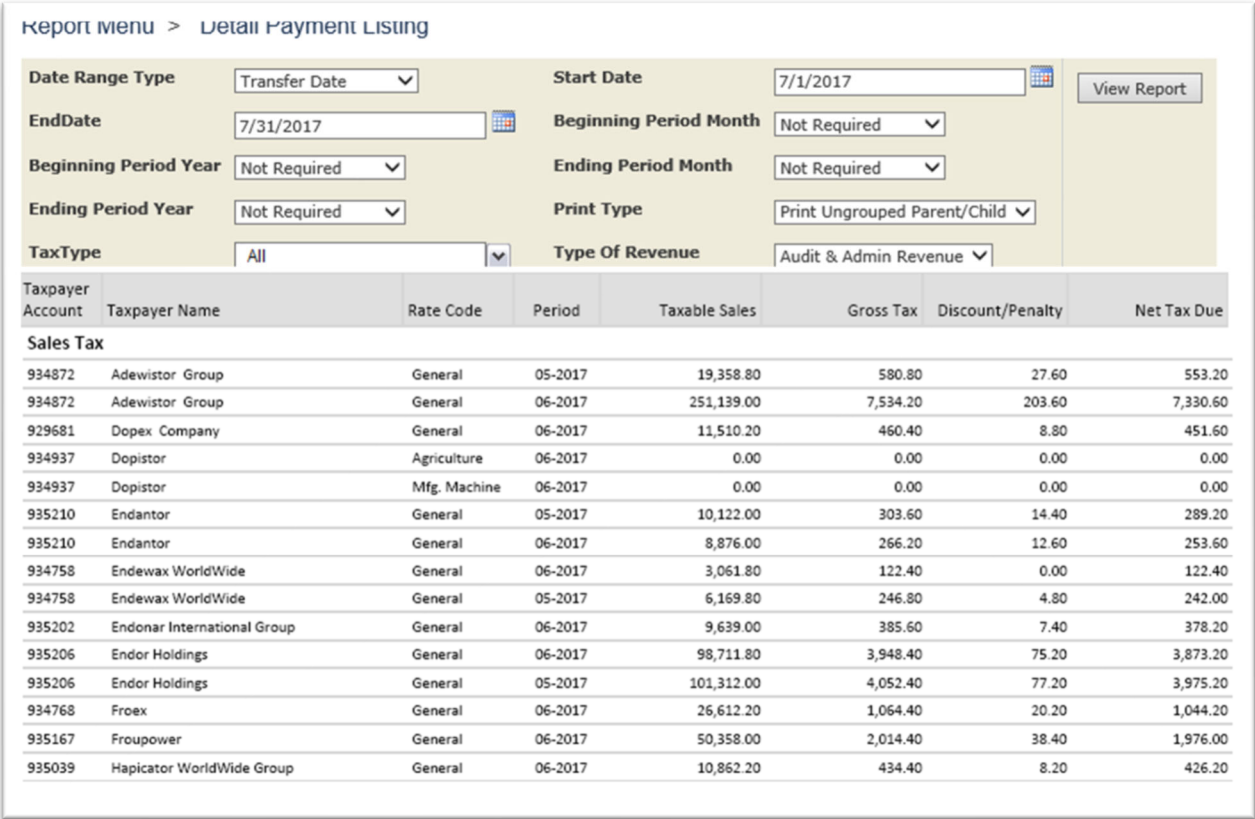


Figure 21 - Detail Payment Listing

Business License Detail and Summary Reports

The Business License Detail report is a daily report of license activity. The Business License Summary is a synopsis of license activity pulled from a chosen date range. Both reports offer an individual listing of taxpayers that have either submitted the appropriate paperwork and funds and have been approved to receive a business license or are lacking proper documentation or payment. This report can be filtered by Issued licenses, Not Issued licenses, or Both. This report can also be filtered by a date range, including license year.

Each report contains taxpayer account number, taxpayer name, dba name (if available), license number, issue date, license description, gross receipts reported, units reported, license fee, issuance fee, late fee, additional penalties (if applicable), and total paid.

History and Trends Reporting

The History and Trends report gives you the tools to compare tax revenue within a date range. You can compare current month to the prior month, current month to the same month last year, the last three months to the same three months last year, and the fiscal year to date to the same period last year. The date range is set by you. It can be one month or several years. This report is a perfect barometer to show how your tax revenue is trending. It will show you which taxes are increasing or decreasing and even break down by both individual tax types and rate codes, including general, police jurisdiction, manufacturing, etc.

Current Month vs Prior Month					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		175,891	62,530	113,361	181.3%
Sellers Use		162,438	91,087	71,350	78.3%
BusinessLicense		77,433	15,750	61,683	391.6%
Consumers Use		33,650	35,132	-1,482	-4.2%
Issuance Fee		2,730	1,050	1,680	160.0%
Rental		17,209	31,915	-14,707	-46.1%
Gas		0	0	0	0.0%
		469,350	237,465	231,885	97.7%

Current Month vs Same Month Last Year					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		175,891	270,394	-94,503	-35.0%
Sellers Use		162,438	295,526	-133,088	-45.0%
BusinessLicense		77,433	93,945	-16,513	-17.6%
Consumers Use		33,650	48,318	-14,668	-30.4%
Issuance Fee		2,730	4,578	-1,848	-40.4%
Rental		17,209	31,828	-14,620	-45.9%
		469,350	744,590	-275,240	-37.0%

Last 3 Months vs Same 3 Months Last Year					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		334,927	503,740	-168,813	-33.5%
Sellers Use		681,480	671,488	9,992	1.5%
BusinessLicense		93,183	93,945	-763	-0.8%
Consumers Use		131,318	106,357	24,961	23.5%
Issuance Fee		3,780	5,586	-1,806	-32.3%
Rental		71,668	76,857	-5,189	-6.8%
Gas		0	0	0	0.0%
		1,316,355	1,457,973	-141,618	-9.7%

Figure 22- History and Trends

FYTD vs Same Period Last Year					
Tax Type Description	Rate Code Description	Current Amount	Prior Amount	Change Amount	Change Percent
Sales Tax		1,390,510	1,651,321	-260,811	-15.8%
Sellers Use		1,750,762	1,741,873	8,889	0.5%
BusinessLicense		96,684	4,091,937	-3,995,253	-97.6%
Consumers Use		405,140	349,069	56,070	16.1%
Issuance Fee		3,990	8,770	-4,780	-54.5%
Rental		207,445	205,134	2,312	1.1%
Gas		0	0	0	0.0%
Audit Sales Tax		0	9,707	-9,707	-100.0%
Audit Use Tax		14,440	0	14,440	0.0%
Audit Rental		6,160	5,664	496	8.8%
		3,875,131	8,063,475	-4,188,344	-51.9%

Figure 23 - FYTD vs Same Period Last Year

Net Revenue Comparison Chart

The Net Revenue Comparison chart is a snapshot of your revenue in comparison to previous months and years. This report can be run by date range and tax type.

Top Remitters, Top Remitters Increases and Top Remitter Decreases

The Top Remitter Reports are delivered in three different formats – Top Remitters, Top Remitters Increases and Top Remitter Decreases. All three reports provide a listing of your top 5 – 100 tax remitters, increases or decreases for the date range selected. Each report contains, taxpayer name, taxpayer dba name, NAICS code, tax type, rate code description, current year amount, prior year amount, the changed amount for the period and the over-all percent change. You can view this report filtered by net tax due or net sales.

These reports present a comprehensive picture of your top taxpayers that can help in delivering a strategic economic development plan or help better understand tax revenues and the business climate for your jurisdiction.

Taxpayer Account	Taxpayer Name	Taxpayer DBA	NAICS	Tax Type Description	Rate Code Description	Current Year Amount	Prior Year Amount	Change Amount	Change Percent
929448	Lomilax Holdings		512220	Sales Tax	General	18,081		18,081	
934938	Lomegower WorldWide		532299	Sales Tax	Mfg. Machine	84,062	66,035	18,027	27.3%
934931	Zeeefantor International		332111	Sellers Use	General	5,891		5,891	
934968	Lomistor Holdings Group		331311	Combined	General	1,667	-2,987	4,654	-155.8%
935206	Endor Holdings		213114	Combined	General	10,162	6,248	3,914	62.6%
935199	Barommin Holdings		314121	Sellers Use	General	3,228	230	2,998	1,301.1%
934910	Qwiinor Inc		327213	Combined	General	3,785	1,140	2,645	232.1%
929160	Rapax Direct		454210	Sales Tax	Combined	7,400	4,818	2,582	53.6%
935167	Froupower		423620	Combined	General	5,715	3,300	2,416	73.2%
934947	Reicover		327410	Sellers Use	General	5,597	3,308	2,289	69.2%
935196	Upackin		311311	Sellers Use	General	8,062	6,180	1,882	30.4%
934987	Surplan Holdings		339911	Combined	General	8,475	6,670	1,805	27.1%
935029	Monin WorldWide Company		334416	Sales Tax	General	1,713		1,713	
935155	Kliedar WorldWide		316993	Consumers Use	General	1,444	146	1,299	891.9%
935262	Endor International Inc		316212	Sellers Use	General	1,084	0	1,084	
935197	Thruaquower Holdings		424610	Sellers Use	General	1,483	457	1,026	224.6%
935073	Truamar		483112	Sellers Use	General	742		742	
935039	Hapicator WorldWide Group	Unower Group	315221	Sales Tax	General	938	251	687	273.3%
930079	Suror International Company		335122	Sales Tax	General	611		611	
935020	Hapover		333311	Sellers Use	General	584		584	
935138	Winower Direct		112410	Combined	General	476		476	
935076	Emover Direct		238910	Sellers Use	General	1,092	616	476	77.2%
934754	Monanex		541690	Sales Tax	General	880	430	449	104.4%
934758	Endewax WorldWide		339941	Sales Tax	General	364		364	
935202	Endonar International Group		532490	Sales Tax	General	378	73	305	418.1%
934856	Winower Direct		327332	Combined	General	284		284	
935090	Parex WorldWide		424930	Sales Tax	General	247		247	
934992	Rapover Holdings Inc		333412	Sales Tax	General	118		118	
935031	Emar WorldWide Company		315232	Combined	General	553	464	88	19.0%
934877	Unin		111421	Sales Tax	General	222	140	82	58.4%
935004	Supax International Group		238340	Combined	General	183	127	56	44.4%
935210	Endantor		335222	Sales Tax	General	543	532	11	2.1%
935141	Supedover Holdings Inc		333997	Sales Tax	General		0	0	
935212	Lomor International Inc		336992	Sales Tax	Combined	1,039	1,039	0	0.0%
935230	Qwiantor Direct		541191	Sellers Use	General		0	0	
Top 35 remitter's total Net Tax Paid between 7/1/2017 and 7/31/2017:						5177,105	599,218	577,887	78.5%
Top 35 remitter's percent of total Net Tax Paid for all remitters between 7/1/2017 and 7/31/2017:						37.7%	13.3%		

Figure 24 - Top Remitters

New Taxpayers Report

The New Taxpayers Report provides a listing of every new taxpayer for the date range selected. Included beside each new taxpayer is the MUNISERVICES taxpayer account number, address, FEIN, main contact, and any other contact information provided by the taxpayer at the time of registration. You will also see a listing of any transactions for the selected date range.

This report offers valuable information that could be shared between approved departments to ensure any new taxpayer is included on other taxpayer rolls.

Dashboard

The Dashboard is a graphic representation of the City's revenue by date range, including the net tax due history, a breakdown of tax sources, the top five taxpayers by business classifications, and the tax due history of your top five taxpayers. Like the dashboard of a car, this report shows you the highlights of your revenue in an easy to understand layout.

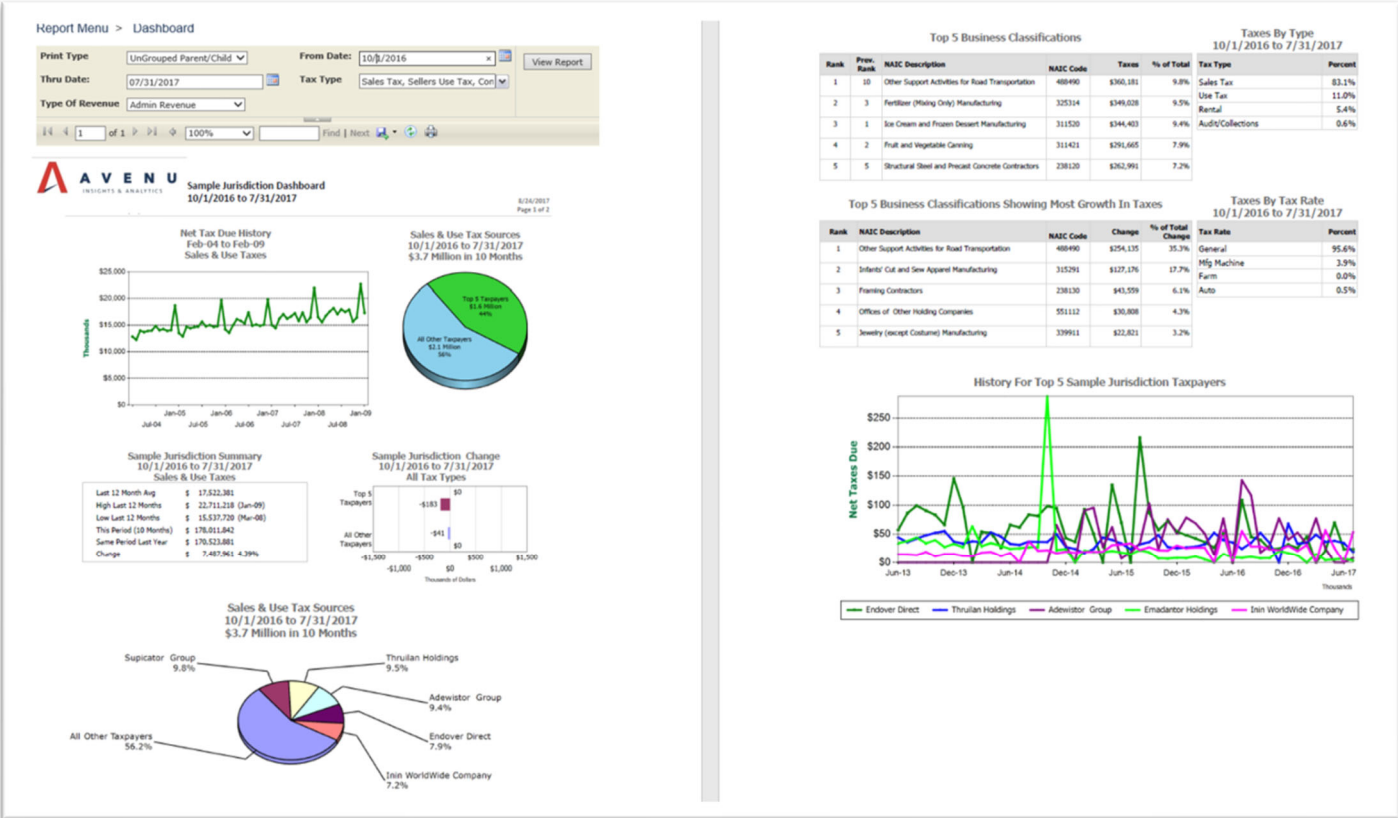


Figure 25 - Dashboard

A.2 - BUSINESS LICENSE DISCOVERY AND RECOVERY

MuniServices will identify for the City non-compliant businesses that have not paid their licensing fees. MuniServices understands that we will initially contact these non-compliant businesses, and any additional contact will be made by the City. If we contact the business by mail, MuniServices will use a template letter approved by the City. Additionally, MuniServices will provide the City with a database report of all non-compliant businesses contacted with the results of all research. When implemented on behalf of the City, MuniServices' proven Discovery and Revenue Recovery Program will:

- ▶ Compare the City's existing taxpayer list(s) against various databases aggregated from disparate systems and resources to identify previously unknown businesses operating within the City without paying the appropriate fees.
- ▶ Send notices to those businesses including an application packet approved by the City, advising them of their legal obligation to register and pay the appropriate fees in accordance with the City's ordinance.
- ▶ Provide taxpayer support for taxpayers who may have questions regarding these forms, and pro-actively contact taxpayers until forms are returned or account status is resolved.
- ▶ Verify information on each form received to ensure that all required information has been provided, that the fees due have been correctly calculated, and that payment in full has been made.
- ▶ Perform preliminary research to verify that the gross receipts, number of employees, and number of locations declared on each application appear to be reasonable and appropriate for each business. Flag questionable applications for further contact, which may include telephone query, site visits, or referral of the taxpayer for detailed audit.
- ▶ Daily disbursement to the City all payments received, less our percentage fee. If applications are returned without payment or with insufficient payment, invoice the taxpayer, monitor, and pursue payment, and promptly disburse to the City amounts received.

Our proposed Revenue Discovery and Recovery process is organized into three phases:

1. **Implementation Phase**, in which MuniServices and the City will consult and cooperate to ensure our mutual agreement on project specifications and procedures.
2. **Discovery Phase**, in which MuniServices will use data mining techniques to compare lists of known taxpayers received from the City and with data from other relevant databases to be obtained by MuniServices to identify additional businesses that may have outstanding business license liabilities, report these to the City in a form that will enable follow-up and collection, notify taxpayers of these potential liabilities, and provide assistance to such taxpayers in filing the appropriate returns.
3. **Recovery Phase**, in which MuniServices will notify both the City and the individual taxpayers of these potential liabilities. During this phase, MuniServices will assist such taxpayers in filing the appropriate returns and will follow-up with each taxpayer as needed until the appropriate return is filed and all fees due are paid in full.

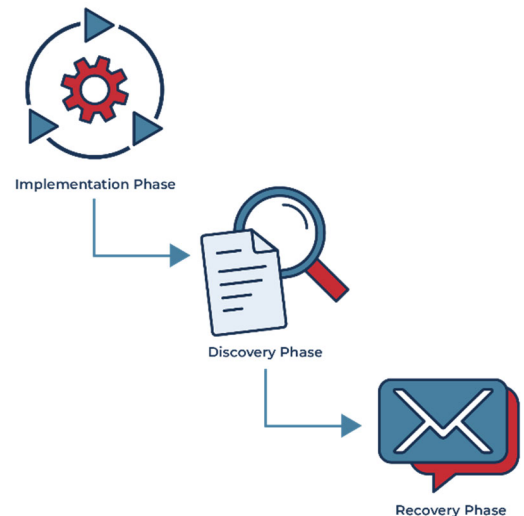


Figure 26 - Avenu's 3-phased approach to Discovery and Recovery

Detailed flow chart of the process:

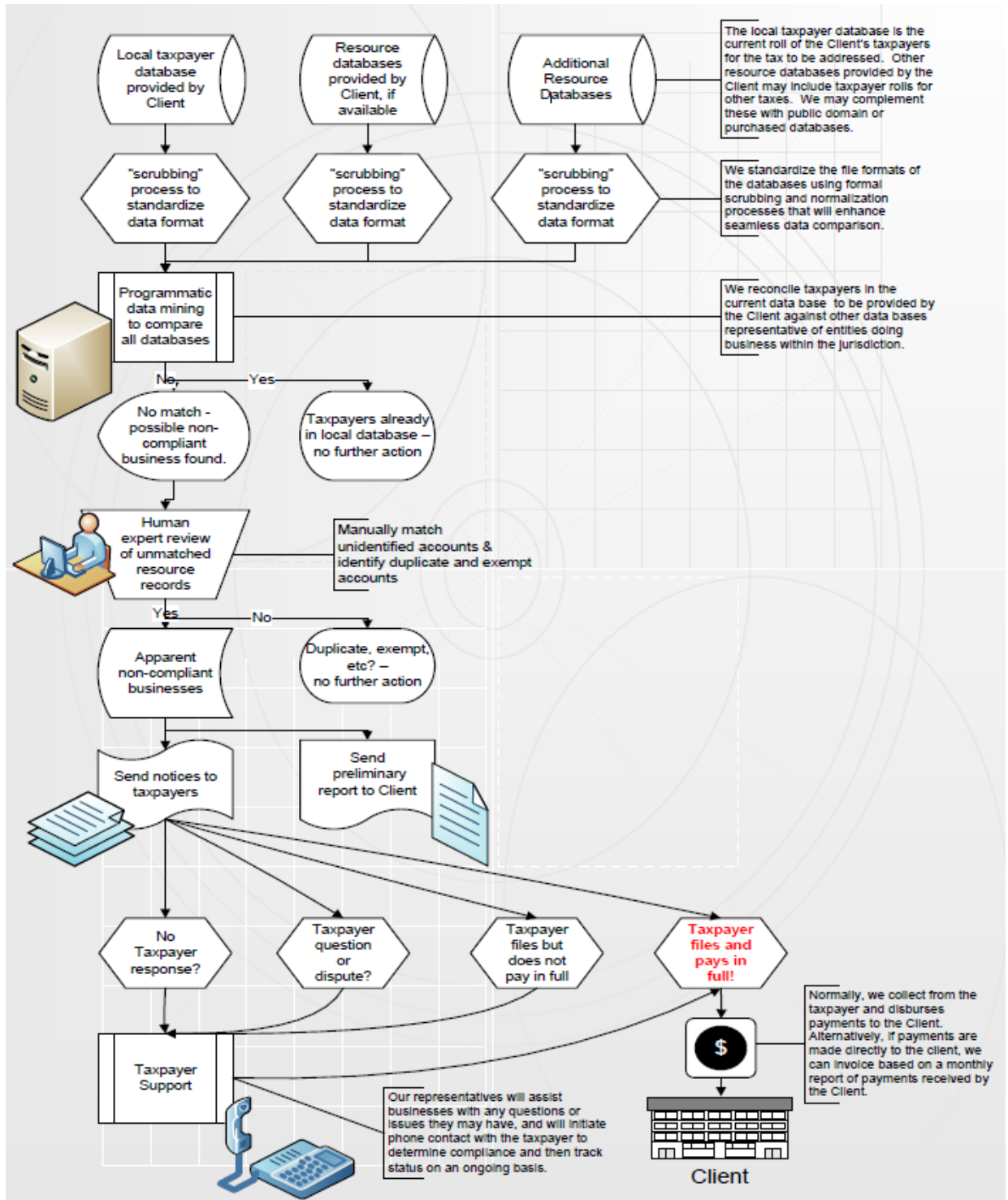


Figure 3 – MuniServices' Discovery/Recovery Process

A.3 TRANSIENT OCCUPANCY TAX COMPLIANCE AUDIT SERVICES

MuniServices has audited more California hotels and lodging providers than any other company. MuniServices works closely with our clients to ensure a smooth process and maximize TOT revenues. To facilitate the audit process, the City first provides MuniServices with copies of returns submitted by all domiciled lodging providers for the most recent thirty-six (36) months. Within 90 days of receipt of lodging provider “return information” from the City, we will initiate the Compliance Program. This audit program is a single service consisting of a two-phase process. The Phase 2 portion of the project is not possible without the Phase 1 work. However, the City can elect to complete a reduced number of audits to meet any funding constraints.

APPROACH AND METHODOLOGY

MuniServices’ approach and methodologies are a result of decades of experience. With our experience in revenue enhancement and administration, we have compiled a series of best practices that we apply to each engagement. While these may vary depending on the tax type and scope of a project, they generally contain elements of the same process:



ANALYSIS

PHASE I



TOT Phase I - Analysis

1. Start-up of TOT Review process (within first 30-60 days)

- a) Procedural meeting with the City
- b) Request Documentation from City
 - 36 Months of Returns for all properties (or properties City selected)
 - Current TOT Ordinance and any related information

2. Property Review and Hotels Selected for Review (within 90 days)

- a) When we receive the returns, we enter the data into our worksheets to develop trends, property comparison, exempt rent to gross rent variation, etc. We research the statistics on the City and properties. Based on this data, we select specific properties for audit (if the City hasn't requested specific properties).
- b) We then submit to the City an Audit Report identifying the properties and reasons they were selected.
- c) Once the City approves the hotels selected for audits, we will forward the City Announcement Letters that need to be mailed to the properties on City letterhead. Once the City sends out the letters to the properties, we request they send us a copy of the signed letters.

AUDIT AND COMPLIANCE REVIEW

PHASE II



1. Start-up of TOT Review (30 days later)

- a) Auditors will contact the City for a brief conference call to discuss the audit timeline.
- b) Once the timeline has been approved, MuniServices issues an Appointment Letter with a list of required information.
- c) The date for the on-site review will allow the property a minimum of 30 days of preparation time.

2. Desk Reviews and Field Reviews (8 weeks later)

- a) Conduct a review search on specifics of hotels to determine/confirm number of rooms, any special requirements and any other charges to which guests may be charged.
- b) One week after the Appointment Letters are mailed, contact hotel operator to confirm date and time of audit, explain procedures, and request data for sample months selected (such as Property Management System, Month End Reports, Profit & Loss Statements, Exemption Reports, etc.).
- c) Conduct on-site review.

3. Provide Final Auditor's Report to the City (30 days following completion of audit program)

- a) Auditors will submit (via email) all the Commendation/Deficiency Letters that need to be submitted to the hoteliers by the City.
- b) City will receive an electronic copy of the Final Audit Report.

Legislative analysis, economic impact reporting on measures, consulting and policy updates are provided timely, regularly, and year-round, and are included as part of the overall Compliance services.

TOT REPORT DELIVERABLES

The Compliance Program – Audit - Phase 1. MuniServices will provide the City with a detailed analysis report identifying lodging providers who might require additional investigation or review to determine their compliance with the City's TOT ordinance.

The Compliance Program - Compliance Review - Phase 2. MuniServices will provide City staff with a detailed list of all records required to be made available by lodging providers for the reviews, together with a draft engagement announcement letter to be sent to each lodging provider. This Phase will include:

- ▶ MuniServices review findings.
- ▶ For each identified and confirmed error/omission, we will request accompanying documentation that MuniServices believes is necessary to facilitate recovery of revenue due from lodging providers for prior periods.
- ▶ Draft notices of deficiency determination, commendation, and warning letters as applicable; and recommendations.

CITY ASSISTANCE

For MuniServices to conduct the Analysis and Compliance services we will request assistance from the City in the following areas:

- ▶ Prior to the start of the work to be performed, provide MuniServices with (1) the most recent registration to collect the tax and (2) returns for the time period requested as needed to compile a historical database for the period of the statute of limitations. If the City has the full return data digitized, submitting such in electronic format would be preferable.
- ▶ Inform MuniServices of any circumstances concerning current existing payees.
- ▶ Inform MuniServices of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- ▶ Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions, and providing timely approvals.

TOT CONSULTATION

In addition to the Analysis, Audit and Compliance Review, MuniServices will provide consultation to the City that will include the following which are described in detail above:

- ▶ Provide as-needed consultation services aimed at maintaining and enhancing the City's TOT revenue base, covering such topics as: revenue forecasting assistance, revenue tracking software, statewide trends, specific opportunities, and threats to the City.
- ▶ Provide timely information regarding existing and proposed legislation that could affect TOT revenues, specifically indicating how the City might be impacted.
- ▶ Review City's TOT ordinance and provide feedback and suggestions as needed.
- ▶ Review City's TOT remittance materials and make suggestions for improvement.
- ▶ Train City staff on optimum remittance processing techniques to maximize accurate compliance.

Exhibit B - Compensation

MuniServices is pleased to provide to the City of Oroville the services outlined in our proposal for the following costs:

Service	Cost
Business License Tax Administration:	One time Set up Fee: \$5,000 to NTE \$10,000 (Depending on hours needed for the set up) \$16 Per Business License or New Notice Mailed
Business License Tax Discovery and Recovery	35% of the additional Business License revenue collected by the City as the result of our services.
Utility Users Tax Administration:	\$4 per transaction
Transient Occupancy Tax Administration:	\$250 per property per Annum
Transient Occupancy Tax Compliance Audit Services	30% Contingency Fee

Travel and Out-of-Pocket for Audit Services

For the Transient Occupancy Tax services Avenu/MuniServices will also charge the City out-of-pocket expenses for reasonable travel costs related to the performance of the audits. Travel Costs include, but are not limited to, the costs of car rental, gasoline, or other transportation. These out-of-pocket expenses will not exceed \$3,000 per visit. If we expect to spend more than \$3,000 we will get prior approval from the City for any amounts over the allotted \$3,000. The out-of-pocket expenses will be invoiced to the City upon delivery of the final report to the City.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: AMENDMENT TO EMPLOYMENT AGREEMENTS WITH RUTH WRIGHT, RON BELSER, AMY BERGSTRAND, AND DAWN NEVERS

DATE: MAY 17, 2022

SUMMARY

The Council will consider Amendments to the Employment Agreements with Ruth Wright, Ron Belser, Amy Bergstrand and Dawn Nevers

DISCUSSION

The Employment Agreements with Ruth Wright, Assistant City Administrator / Administration, and Dawn Nevers, Assistant Community Development Director are due to expire. Both Wright and Nevers have performed above average in their individual capacities. The City wishes to retain both employees to continue to serve in those capacities. To retain both employees it is necessary to extend the term of their employment contracts.

During the process of extending the contracts it was brought to the attention of City Administration that there are concessions from 2017 that have never been restored. Most of the bargaining units for the City of Oroville made economic concessions in 2017 due to the financial situation of the City. Since 2017 those concession have been restored with the exception of the non-represented employees of the City. The non-represented employees currently pay 12% of PERS while all other units pay 7% of PERS. To restore the concession, it is necessary to return the non-represented employees to the 7%.

Ruth Wright

Pursuant to the Employment Agreement between the City and Wright, certain benefits may to be considered by the Council, and modifications to the Agreement occur.

During the prior three years, Wright has accomplished numerous tasks on behalf of the City, including stabilization of the City's budget, upgrade of software for public transparency, renegotiation of long-term city debt (Bonds), and additional responsibility as the Assistant City Administrator. Wright has served effectively and has saved the City tremendous amounts of money by restructuring the long-term debt by reducing the overall interest rate. Wright has asked for a three-year extension of her contract. The term would be from May 17, 2022 to May 16, 2025. A salary increase to Step G (161,500) of the salary schedule is recommended. This contract would include the 7% PERS rate as discussed above. The only other change to the contract would be the inclusion of the updated insurance after retirement language that all city employees are eligible to receive. All other terms and conditions would remain the same

Dawn Nevers

Pursuant to the Employment Agreement between the City and Nevers, certain benefits may to be considered by the Council, and modifications to the Agreement occur.

For the past two years Nevers has been in the role of Assistant Community Development Director. During the past year Nevers has been in the acting Community Development Director. Nevers has done exceedingly well in this role, taking on all of the responsibilities with few issues. Nevers oversees the Building Department, Planning Department and the Public Works Department to include Sewer and Parks. Nevers has brought stability to the department despite the lack of the formal designation as Director. Nevers willingness to oversee such a vast department result in a more efficient and cost-effective department.

Nevers has asked for a three-year extension of her contract. The term would be from February 9, 2023 to February 8, 2026, at which time Nevers may exercise a two year extension of the contract (2026-2028) if mutually agreeable. This contract would include the 7% PERS rate as discussed above. The only other change to the contract would be the inclusion of the updated insurance after retirement language that all city employees are eligible to receive. All other terms and conditions would remain the same

Ron Belser

Pursuant to the Employment Agreement between the City and Belser, certain benefits may to be considered by the Council, and modifications to the Agreement occur.

Belser has been in the role of Director of Code Enforcement for the City for the past few six months. Belser was originally given a one-year contract to allow the Council an opportunity to evaluate his performance. During the past six months Belser has exceeded all expectations. Belser has developed a program for Code Enforcement and ran the day-to-day operations. This role has included hiring staff, creating an appropriate workspace for staff, writing policy and training staff. While doing all the previously listed items the

Code Enforcement team has proven to be very effective in the community. Multiple troubled properties have been cleaned up, problem areas have been addressed and many new and innovative ideas are now in action. Belser has taken this opportunity seriously and aggressively worked to assure success. Belser's work ethic and accomplishment have been noticed and the Council is prepared to move forward with Belser on a longer-term contract.

Belser has asked for a three-year extension of his contract. The term would be from January 19, 2023 to January 18, 2026, at which time Belser may exercise a two year extension of the contract (2026-2028) if mutually agreeable. A salary increase to Step C (131,540) of the salary schedule is recommended. This contract would include the 7% PERS rate as discussed above. The only other change to the contract would be the inclusion of the updated insurance after retirement language that all city employees are eligible to receive. All other terms and conditions would remain the same

Amy Bergstrand

Pursuant to the Employment Agreement between the City and Bergstrand, certain benefits may to be considered by the Council, and modifications to the Agreement occur.

This contract would include the 7% PERS rate as discussed above. The only other change to the contract would be the inclusion of the updated insurance after retirement language that all city employees are eligible to receive. All other terms and conditions would remain the same.

FISCAL IMPACT

\$1,545.00 through the end of this fiscal year.

RECOMMENDATION

1. Adopt Resolution No. 9047 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH WRIGHT– (Agreement No. 3093-3).
2. Adopt Resolution No. 9048 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS – (Agreement No. 3299-2).
3. Adopt Resolution No. 9049 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN

AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER – (Agreement No. 3400-1).

4. Adopt Resolution No. 9050 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND – (Agreement No. 3407-1).

ATTACHMENTS

Resolution No. 9047
Amended agreement No. 3093-3
Resolution No. 9048
Amended agreement No. 3299-2
Resolution No. 9049
Amended agreement No. 3400-1
Resolution No. 9050
Amended agreement No. 3407-1

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9047**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH WRIGHT

**(Amended Agreement No. 3093-3)
Amendment 3**

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

1. The Mayor is hereby authorized and directed to execute an amendment to the employment agreement, Amendment 3 between the City of Oroville and Ruth Wright. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 17, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**EMPLOYMENT AMENDED AGREEMENT 3093-3 BETWEEN
THE CITY OF OROVILLE AND RUTH WRIGHT**

The employment agreement ("Agreement") is made and entered into on May 17, 2022, by and between the City of Oroville ("City") and Ruth Wright ("Wright") to be effective May 17, 2022, both of whom understand as follows:

WHEREAS, City desires to employ the services of Wright as its Assistant City Administrator / Administration Department; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Wright; and

WHEREAS, Wright desires to be employed as the Assistant City Administrator / Administration Department of City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Wright as the Assistant City Administrator / Administration Department of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign her.

Section 2. Term; Termination: Severance Compensation:

- A.** The term of this Agreement shall be effective May 17, 2022, and shall continue until May 16, 2025. On or before November 16, 2024, Wright shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to Wright of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Wright shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B.** If Wright resigns her position as Assistant City Administrator / Administration Department before the expiration date of the initial or any extended term of this Agreement; Wright shall give City a sixty (60) day written notice in advance to City. In such event, Wright shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Wright make such request.

- C. **As an at-will employee**, City may terminate this Agreement at any time with or without cause. If the City discharges Wright from her position, without cause, as Assistant City Administrator / Administration Department, the City shall pay Wright a lump-sum cash payment equal to six (6) month's salary. In addition, Wright shall also be compensated for all ~~vested accrued leave time, which is currently defined as all~~ accumulated and unused **vacation time, and any administrative time not to exceed 20 hours, unless 20 hours has already been cashed out for the current fiscal year. No other leave balances or benefits under the Agreement may be cashed out upon termination of the Agreement.** However, in the event Wright is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, Wright shall have the opportunity to retire from City employment through PERS, in lieu of termination.

Section 3. Random Drug Testing Policy:

Wright agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Wright becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

City agrees to place Wright at **Step G** of the Assistant City Administrator salary schedule, an annual base salary of **\$161,500**, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Wright by December 31st of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, Wright may receive a salary adjustment of up to one step of the salary schedule for her base salary, for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Wright. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Wright. The City Administrator's evaluation of Wright will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Wright's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Wright shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that Wright shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and Wright agree upon an alternate amount of leave (which shall be documented in writing). Such leave may be taken only upon approval of the City Administrator. Wright shall have the option to cash out up to twenty (20) hours of administrative leave per calendar year.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Wright shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Wright shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Wright suitable for her use while performing her duties as the Director of Business and Housing or compensate her if no vehicle is available at the rate of \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Wright shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Wright shall be permitted to accumulate an unlimited amount of sick leave.

Wright shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. Wright shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Wright and her eligible dependents.

Section 12. Holidays: Wright is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Independence Day

- | | |
|------------------------------------|---------------------------------------|
| 7. Labor Day | 11. Last Workday Before Christmas Day |
| 8. Veteran's Day | 12. Christmas Day |
| 9. Thanksgiving Day | |
| 10. The Day After Thanksgiving Day | |

Wright shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Wright in the amount of \$100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Wright will pay ~~7%~~ 12% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above ~~7%~~ 12% during the term of this agreement or any extensions, Wright and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for Wright.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Wright shall have the option to convert her unused sick leave balance to CalPERS service credit. ~~In the alternative, Wright may convert her unused sick leave balance to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement to pay premiums for medical, dental and vision insurance. Wright may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.~~

If Wright elects to convert her unused sick leave to a dollar value account to pay for ~~medical,~~ dental and vision insurance and it becomes exhausted, Wright shall have the option of continuing ~~medical,~~ dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Wright becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 30 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive the Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches

the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Wright. The City shall contribute 3% of Wright's base salary to Wright's Deferred Compensation Plan. In addition, the City shall match the first 2% that Wright contributes to Wright's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Wright shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Wright's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Wright necessary for her continuation and full participation in national, regional, state and local associations and organizations as are desirable for her continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of Wright for professional and official travel, meetings, and occasions to continue the professional development of Wright, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Wright serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of Wright for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Wright, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Business and Housing Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Wright is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Wright's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Wright against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Wright's duties as Assistant City Administrator / Administration Department, except for any civil action or proceeding brought against Wright for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Wright under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Wright that Wright is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Wright serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO WRIGHT: Ruth Wright at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Wright.
- C. This Agreement shall not be assigned by Wright or City.
- D. This Agreement shall not be modified without the written consent of Wright and City.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held May 17, 2022.

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

CITY OF OROVILLE

Charles Reynolds, Mayor

Ruth Wright, Assistant City Administrator /
Administration Department

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9048**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS

**(Amended Agreement No. 3299-2)
Amendment 2**

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

1. The Mayor is hereby authorized and directed to execute an amendment to the employment agreement, Amendment 2 between the City of Oroville and Dawn Nevers. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 17, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

EMPLOYMENT AMENDED AGREEMENT 3299-2 BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS

The employment agreement ("Agreement") is made and entered into on May 17, 2022, by and between the City of Oroville ("City") and Dawn Nevers ("Nevers") to be effective February 9, 2023, both of whom understand as follows:

WHEREAS, City desires to employ the services of Nevers as its Assistant Community Development Director; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Nevers; and

WHEREAS, Nevers desires to be employed as the Assistant Community Development Director of City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Nevers as the Assistant Community Development Director of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign her.

Section 2. Term; Termination: Severance Compensation:

- A.** The term of this Agreement shall be effective February 09, 2023, and shall continue until February 8, 2026. Nevers may exercise a (2) two year extension of this contract if it is mutually agreeable. On or before August 08, 2025, Nevers shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to Nevers of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Nevers shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B.** If Nevers resigns her position as Assistant Community Development Director before the expiration date of the initial or any extended term of this Agreement; Nevers shall give City a sixty (60) day written notice in advance to City. In such event, Nevers shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Nevers make such request.

- C. **As an at-will employee**, City may terminate this Agreement at any time with or without cause. If the City discharges Nevers from her position, without cause, as Assistant Community Development Director, the City shall pay Nevers a lump-sum cash payment equal to six (6) month's salary. In addition, Nevers shall also be compensated for all ~~vested accrued leave time, which is currently defined as all accumulated and unused~~ **vacation time, and any administrative time not to exceed 20 hours, unless 20 hours has already been cashed out for the current fiscal year. No other leave balances or benefits under the Agreement may be cashed out upon termination of the Agreement.** However, in the event Nevers is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, Nevers shall have the opportunity to retire from City employment through PERS, in lieu of termination.

Section 3. Random Drug Testing Policy:

Nevers agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Nevers becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

City agrees to place Nevers at Step E of the Assistant City Administrator salary schedule, an annual base salary of \$102,555, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Nevers by December 31st of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, Nevers may receive a salary adjustment of up to one step of the salary schedule for her base salary, for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Nevers. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Nevers. The City Administrator's evaluation of Nevers will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Nevers's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Nevers shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that Nevers shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and Nevers agree upon an alternate amount of leave (which shall be documented in writing). Such leave may be taken only upon approval of the City Administrator. Nevers shall have the option to cash out up to twenty (20) hours of administrative leave per calendar year.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Nevers shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Nevers shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Nevers suitable for her use while performing her duties as the Assistant Community Development Director or compensate her if no vehicle is available at the rate of \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Nevers shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Nevers shall be permitted to accumulate an unlimited amount of sick leave.

Nevers shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. Nevers shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Nevers and her eligible dependents.

Section 12. Holidays: Nevers is authorized to celebrate the following holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 5. Memorial Day |
| 2. Martin Luther King Day | 6. Independence Day |
| 3. Lincoln's Birthday | |
| 4. President's Day | |

- | | |
|------------------------------------|---------------------------------------|
| 7. Labor Day | 11. Last Workday Before Christmas Day |
| 8. Veteran's Day | 12. Christmas Day |
| 9. Thanksgiving Day | |
| 10. The Day After Thanksgiving Day | |

Nevers shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Nevers in the amount of \$100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Nevers will pay ~~42%~~ 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above ~~42%~~ 7% during the term of this agreement or any extensions, Nevers and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for Nevers.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Nevers shall have the option to convert her unused sick leave balance to CalPERS service credit. ~~In the alternative, Nevers may convert her unused sick leave balance to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement to pay premiums for medical, dental and vision insurance. Nevers may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.~~

If Nevers elects to convert her unused sick leave to a dollar value account to pay for ~~medical,~~ dental and vision insurance and it becomes exhausted, Nevers shall have the option of continuing ~~medical,~~ dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Nevers becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 30 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive the Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches

the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Nevers. The City shall contribute 3% of Nevers's base salary to Nevers's Deferred Compensation Plan. In addition, the City shall match the first 2% that Nevers contributes to Nevers's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Nevers shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Nevers's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Nevers necessary for her continuation and full participation in national, regional, state and local associations and organizations as are desirable for her continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of Nevers for professional and official travel, meetings, and occasions to continue the professional development of Nevers, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Nevers serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of Nevers for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Nevers, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Business and Housing Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Nevers is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Nevers's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Nevers against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Nevers's duties as Business and Housing Director, except for any civil action or proceeding brought against Nevers for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Nevers under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Nevers that Nevers is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Nevers serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO NEVERS: Dawn Nevers at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A.** The text herein shall constitute the entire agreement between the parties.
- B.** Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Nevers.
- C.** This Agreement shall not be assigned by Nevers or City.
- D.** This Agreement shall not be modified without the written consent of Nevers and City.
- E.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held May 17, 2022.

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

CITY OF OROVILLE

Charles Reynolds, Mayor

Dawn Nevers,
Assistant Community Development Director

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9049**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER

**(Amended Agreement No. 3401-1)
Amendment 1**

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

1. The Mayor is hereby authorized and directed to execute an amendment to the employment agreement, Amendment 1 between the City of Oroville and Ron Belser. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 17, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

EMPLOYMENT AMENDED AGREEMENT 3400-1 BETWEEN THE CITY OF OROVILLE AND RONNIE BELSER

The employment agreement ("Agreement") is made and entered into on May 17, 2022, by and between the City of Oroville ("City") and Ronnie Belser ("Belser") to be effective January 19, 2023, both of whom understand as follows:

WHEREAS, City desires to employ the services of Belser as its Director of Code Enforcement Department; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Belser; and

WHEREAS, Belser desires to be employed as the Director of Code Enforcement Department of City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Belser as the Director of Code Enforcement Department of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him.

Section 2. Term; Termination: Severance Compensation:

- A.** The term of this Agreement shall be effective January 19, 2023 and shall continue until January 18, 2026. Belser may exercise a (2) two-year extension of this contract if it is mutually agreeable. On or before July 18, 2025, Belser shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to Belser of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Belser shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B.** If Belser resigns his position as Director of Code Enforcement Department before the expiration date of the initial or any extended term of this Agreement; Belser shall give City a sixty (60) day written notice in advance to City. In such event, Belser shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Belser make such request.

- C. **As an at-will employee**, City may terminate this Agreement at any time with or without cause. If the City discharges Belser from his position, without cause, as Director of Code Enforcement, the City shall pay Belser a lump-sum cash payment equal to six (6) month's salary. In addition, Belser shall also be compensated for all ~~vested accrued leave time, which is currently defined as all accumulated and unused~~ **vacation time, and any administrative time not to exceed 20 hours, unless 20 hours has already been cashed out for the current fiscal year. No other leave balances or benefits under the Agreement may be cashed out upon termination of the Agreement.** However, in the event Belser is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, Belser shall have the opportunity to retire from City employment through PERS, in lieu of termination.

Section 3. Random Drug Testing Policy:

Belser agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Belser becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

City agrees to place Belser at **Step C** of the Assistant City Administrator salary schedule, an annual base salary of **\$131,540** upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Belser by December 31st of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, Belser may receive a salary adjustment of up to one step of the salary schedule for his base salary, for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Belser. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Belser. The City Administrator's evaluation of Belser will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Belser's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Belser shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that Belser shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and Belser agree upon an alternate amount of leave (which shall be documented in writing). Such leave may be taken only upon approval of the City Administrator. Belser shall have the option to cash out up to twenty (20) hours of administrative leave per calendar year.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Belser shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Belser shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Belser suitable for his use while performing his duties as the Director of Business and Housing or compensate him if no vehicle is available at the rate of \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Belser shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Belser shall be permitted to accumulate an unlimited amount of sick leave.

Belser shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. Belser shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Belser and his eligible dependents.

Section 12. Holidays: Belser is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Independence Day

- | | |
|------------------------------------|---------------------------------------|
| 7. Labor Day | 11. Last Workday Before Christmas Day |
| 8. Veteran's Day | 12. Christmas Day |
| 9. Thanksgiving Day | |
| 10. The Day After Thanksgiving Day | |

Belser shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Belser in the amount of \$100/month to compensate his for the use of his private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Belser will pay ~~12%~~ 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above ~~12%~~ 7% during the term of this agreement or any extensions, Belser and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for Belser.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Belser shall have the option to convert his unused sick leave balance to CalPERS service credit. ~~In the alternative, Belser may convert his unused sick leave balance to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement to pay premiums for medical, dental and vision insurance. Belser may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.~~

If Belser elects to convert his unused sick leave to a dollar value account to pay for ~~medical,~~ dental and vision insurance and it becomes exhausted, Belser shall have the option of continuing ~~medical,~~ dental and vision insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, Belser becomes deceased before his dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 30 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive the Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches

the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Belser. The City shall contribute 3% of Belser's base salary to Belser's Deferred Compensation Plan. In addition, the City shall match the first 2% that Belser contributes to Belser's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Belser shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Belser's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Belser necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of Belser for professional and official travel, meetings, and occasions to continue the professional development of Belser, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Belser serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of Belser for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Belser, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Business and Housing Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Belser is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Belser's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Belser against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Belser's duties as Business and Housing Director, except for any civil action or proceeding brought against Belser for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Belser under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Belser that Belser is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Belser serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO BELSER: Ronnie Belser at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Belser.
- C. This Agreement shall not be assigned by Belser or City.
- D. This Agreement shall not be modified without the written consent of Belser and City.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 26. Uniform Allowance:

On the first pay period in December, and each first pay period in December thereafter; Belser shall receive an annual clothing allowance of \$100.00. This will constitute the clothing allowance for the following calendar year.

Approved by the City Council of the City of Oroville at a meeting held May 17, 2022.

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

CITY OF OROVILLE

Charles Reynolds, Mayor

Ronnie Belser,
Director of Code Enforcement

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9050**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

**(Amended Agreement No. 3407-1)
Amendment 1**

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

1. The Mayor is hereby authorized and directed to execute an amendment to the employment agreement, Amendment 1 between the City of Oroville and Amy Bergstrand. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 17, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**EMPLOYMENT AMENDED AGREEMENT 3407-1 BETWEEN
THE CITY OF OROVILLE AND AMY BERGSTRAND**

The employment agreement ("Agreement") is made and entered into on March 15, 2022, by and between the City of Oroville ("City") and Amy Bergstrand ("Bergstrand") to be effective March 16, 2022, both of whom understand as follows:

WHEREAS, City desires to employ the services of Bergstrand as its Director of Business and Housing Department; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Bergstrand; and

WHEREAS, Bergstrand desires to be employed as the Director of Business and Housing Department of City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Bergstrand as the Director of Business and Housing Department of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign her.

Section 2. Term; Termination: Severance Compensation:

- A.** The term of this Agreement shall be effective March 16, 2022, and shall continue until March 16, 2025. On or before October 16, 2024, Bergstrand shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to Bergstrand of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Bergstrand shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B.** If Bergstrand resigns her position as Director of Business and Housing Department before the expiration date of the initial or any extended term of this Agreement; Bergstrand shall give City a sixty (60) day written notice in advance to City. In such event, Bergstrand shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Bergstrand make such request.

- C. **As an at-will employee**, City may terminate this Agreement at any time with or without cause. If the City discharges Bergstrand from her position, without cause, as Director of Business and Housing, the City shall pay Bergstrand a lump-sum cash payment equal to six (6) month's salary. In addition, Bergstrand shall also be compensated for all ~~vested accrued leave time, which is currently defined as all~~ accumulated and unused **vacation time, and any administrative time not to exceed 20 hours, unless 20 hours has already been cashed out for the current fiscal year. No other leave balances or benefits under the Agreement may be cashed out upon termination of the Agreement.** However, in the event Bergstrand is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, Bergstrand shall have the opportunity to retire from City employment through PERS, in lieu of termination.

Section 3. Random Drug Testing Policy:

Bergstrand agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Bergstrand becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

City agrees to place Bergstrand at Step A of the Assistant City Administrator salary schedule, an annual base salary of \$118,720, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Bergstrand by December 31st of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, Bergstrand may receive a salary adjustment of up to one step of the salary schedule for her base salary, for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Bergstrand. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Bergstrand. The City Administrator's evaluation of Bergstrand will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Bergstrand's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Bergstrand shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that Bergstrand shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and Bergstrand agree upon an alternate amount of leave (which shall be documented in writing). Such leave may be taken only upon approval of the City Administrator. Bergstrand shall have the option to cash out up to twenty (20) hours of administrative leave per calendar year.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Bergstrand shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Bergstrand shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Bergstrand suitable for her use while performing her duties as the Director of Business and Housing or compensate her if no vehicle is available at the rate of \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Bergstrand shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Bergstrand shall be permitted to accumulate an unlimited amount of sick leave.

Bergstrand shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. Bergstrand shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Bergstrand and her eligible dependents.

Section 12. Holidays: Bergstrand is authorized to celebrate the following holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 4. President's Day |
| 2. Martin Luther King Day | 5. Memorial Day |
| 3. Lincoln's Birthday | 6. Independence Day |

- | | |
|------------------------------------|---------------------------------------|
| 7. Labor Day | 11. Last Workday Before Christmas Day |
| 8. Veteran's Day | 12. Christmas Day |
| 9. Thanksgiving Day | |
| 10. The Day After Thanksgiving Day | |
- Bergstrand shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

City shall provide a technology allowance to Bergstrand in the amount of \$100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

Section 14. Retirement:

Bergstrand will pay ~~7%~~ 12% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above ~~7%~~ 12% during the term of this agreement or any extensions, Bergstrand and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for Bergstrand.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Bergstrand shall have the option to convert her unused sick leave balance to CalPERS service credit. ~~In the alternative, Bergstrand may convert her unused sick leave balance to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement to pay premiums for medical, dental and vision insurance. Bergstrand may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.~~

If Bergstrand elects to convert her unused sick leave to a dollar value account to pay for ~~medical,~~ dental and vision insurance and it becomes exhausted, Bergstrand shall have the option of continuing ~~medical,~~ dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Bergstrand becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 30 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive the Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches

the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Bergstrand. The City shall contribute 3% of Bergstrand's base salary to Bergstrand's Deferred Compensation Plan. In addition, the City shall match the first 2% that Bergstrand contributes to Bergstrand's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Bergstrand shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Bergstrand's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Bergstrand necessary for her continuation and full participation in national, regional, state and local associations and organizations as are desirable for her continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of Bergstrand for professional and official travel, meetings, and occasions to continue the professional development of Bergstrand, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Bergstrand serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of Bergstrand for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Bergstrand, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Business and Housing Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Bergstrand is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Bergstrand's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Bergstrand against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Bergstrand's duties as Business and Housing Director, except for any civil action or proceeding brought against Bergstrand for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Bergstrand under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Bergstrand that Bergstrand is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Bergstrand serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO BERGSTRAND: Amy Bergstrand at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A.** The text herein shall constitute the entire agreement between the parties.
- B.** Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Bergstrand.
- C.** This Agreement shall not be assigned by Bergstrand or City.
- D.** This Agreement shall not be modified without the written consent of Bergstrand and City.
- E.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held March 16, 2022.

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

CITY OF OROVILLE

Charles Reynolds, Mayor

Amy Bergstrand,
Director of Business and Housing

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

A-3407



CITY OF OROVILLE STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBER OF THE COUNCIL

FROM: MATT THOMPSON, ACTING CITY ENGINEER

RE: CAPITAL PROJECT TASK ORDERS.

DATE: MAY 11, 2022

SUMMARY

The Council may direct staff to issue task orders for the design of capital improvement projects for the 2022-23 construction season.

DISCUSSION

Staff has a list of capital improvement projects that are envisioned for the 2022-23 construction season. Staff is proposing to issue task orders to NorthStar Engineering for design services under contract number 3387. Staff requests authority to issue task orders for the following projects.

Task Order 4 – Oroville Dam Boulevard, Zepher to east of Pine Oak. Slope stabilization. \$19,780.00.

Task Order 5 – Ophir Road, within city limits. The reconstruction of pavement, slope stabilization, and potential for widening the roadway. \$100,526.00.

Task Order 6 – Oroville Dam Boulevard, Acacia to Zepher. Slope stabilization and restriping. \$72,890.00.

Task Order 7 – Washington Street, railroad overcrossing to Oroville Dam Blvd. Pavement reconstruction. \$139,840.00.

Task Order 8 – Montgomery roundabout. Pavement reconstruction, pedestrian flashing beacons. \$46,305.00.

Task Order 12 – Downer Street lot. Verify existence or non-existence of underground storage tanks. \$5,900.00.

Task orders 1, 2, 3 have been approved by Council previously. Task orders 9, 10, and 11 are still in process.

FISCAL IMPACT

As proposed the above task orders will costs \$385,241.00.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to issue the tasks orders discussed in the staff report to NorthStar Engineering.

ATTACHMENTS

Task Orders 4, 5, 6, 7, 8, and 12 (location maps included)

TASK ORDER #4
FOR PROFESSIONAL SERVICES

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

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically production of plans, specifications, estimates, etc. for slope stabilization and repair along Oroville Dam Boulevard from Zepher Way to approximately 500-ft easterly of Pine Oak and associated work; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **3387** between the City and the Consultant.

TASK ORDER

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$19,780.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for

services properly performed up to the effective date of termination.

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

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

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

Order.

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

may have to any such rights.

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

professionals in Consultant's field of expertise.

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

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

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

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

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

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

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

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

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

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

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

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

Attachments:
Exhibit A - Consultant Scope
Exhibit B – **Fee Proposal/Schedule**



SCOPE OF WORK

SERVICES PROVIDED

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

PROJECT DESCRIPTION

The scope of work for the Oro Dam Blvd & Pine Oak Project is to provide slope repair on both the North and South side of Oro Dam Blvd East. The project limits will extend to approximately 500 feet east of the intersection of Pine Oak and Oro Dam Blvd East and between the right of way.

Task 1 Project Management

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

Project Administration and Overhead

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

Project Coordination

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

Quality Assurance / Quality Control

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

Task 2 Topographic Survey and Basemapping

NorthStar will perform a topographic survey and provide a base map suitable for the design of the slope rehabilitation project. The survey will include the limits as depicted on the attached Attachment B falling between the road right-of-ways. The topographic map shall include:

- Surface improvements
- Topographic features
- Underground utilities compiled from utility surface features, as-built plans and franchise utility system maps (research performed by NorthStar).
- Fence Lines
- Existing striping
- Trees larger than 5" diameter, measured at breast height.
- If sufficient record monuments are found to re-establish the right-of-way lines of Oro Dam Boulevard and Pine Oaks Road as shown on Book 15 of Maps, at Page 20, then the right-of-way lines will be depicted on the topographic survey map.

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

Task 3 Design

Right of Way & Utility Coordination

NorthStar will communicate and coordinate with adjacent property owners to establish temporary construction signage, proposed fence relocation(s), tree removal, and other related permits and improvements if necessary.

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

Civil Design: 35%, 60%, & 90% Plans

The 35% design completion serves multiple functions in the design process such identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Next, 60% design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications.

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



implementation of the project by any contractor. Similarly, project specifications and engineer's estimate will be refined to support successful implementation of the project.

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- General and standard specifications

Final Design and Contract Documents

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

DELIVERABLES:

- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
 - General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
 - Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 100% Contract and Construction Documents

Task 4 Storm Drain MS4

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

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

Task 5 Bidding

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

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

NorthStar will coordinate and assist the Client with the following:

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



Task 6 Geotechnical investigation

Bajada Geosciences will perform a geotechnical evaluation of Pine Oak Road within the project limits. This investigation will provide recommendations to aid in slope stabilization. A detailed proposal by Bajada Geosciences can be found in Attachment A.



PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Landowner coordination: including right of way appraisals and acquisitions when necessary
- SWPPP can be provided for additional cost
- Construction staking can be provided for an additional cost
- This estimate does not include any improvements to Oro Dam Blvd E
- Pre-bid meetings are not included



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

CLIENT: CLIENT:

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

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

CONSULTANT: CONSULTANT:

BY: Fritz Mckinley

TITLE: Senior Engineer

LICENSE NO. RCE 59574

SIGNED: _____

DATE: _____

BY: Lambert O. Lowe

TITLE: Senior Engineer

LICENSE NO. RCE 59077

SIGNED: _____

DATE: _____

March 4, 2022
Proposal P22.0111

Ms. Jackie Hollmer, P.E.
NORTHSTAR ENGINEERING
111 Mission Ranch Blvd, Ste. 100
Chico, CA 95926

**Subject: Proposal for Geotechnical Services
Oro Dam Boulevard East Slope Stabilization
City of Oroville, California**

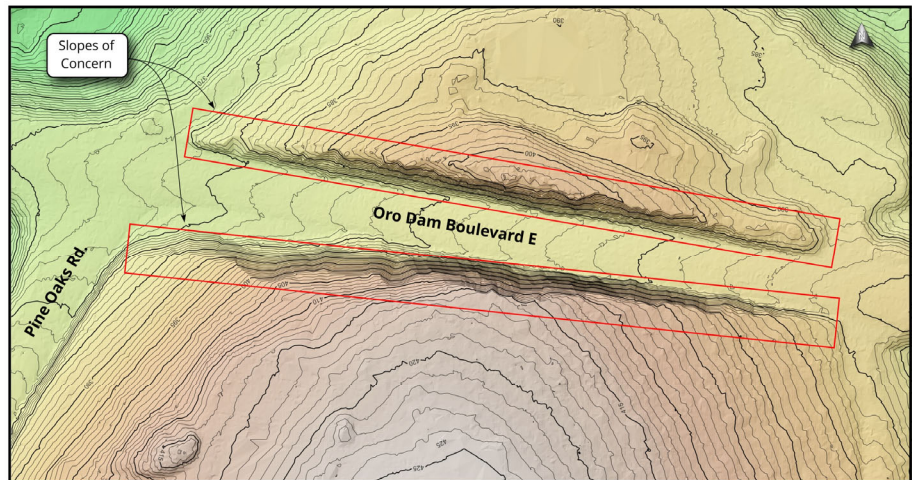
Dear Ms. Hollmer:

Bajada Geosciences, Inc. (BAJADA), is pleased to present this proposal to Northstar Engineering (Northstar), to provide geotechnical engineering services for evaluation of methods to increase stability of slopes along a segment of Oro Dam Boulevard East in the City of Oroville, California. The following proposal presents our understanding of the project, a scope of services, estimated costs, and a schedule to complete our studies.

PROJECT UNDERSTANDING

We understand that cut slopes bordering a portion of Oro Dam Boulevard East have locally been failing and that alternatives for increasing the stability of those slopes are needed. The segment of roadway of concern extends from the intersection of Oro Dam Boulevard East with Pine Oaks Road to about 500 feet east of that intersection, as shown on Figure 1. Those slopes border each side of the road, are inclined at up to about 0.5:1 (horizontal:vertical), and are up to about 30 feet tall. Surficial slope failures are visible across much of the faces of those cut slopes and expose slightly cemented granular volcaniclastic sediments, in many areas rich in gravels and cobbles.

Figure 1



City Contract No. 3387
Task Order 4

Proposal to Provide Geotechnical Engineering Services
 Oro Dam Boulevard East Slope Stabilization
 City of Oroville, California
 March 4, 2022



SCOPE OF SERVICES

Based on our understanding of the project, we have prepared the following scope of services for the project.

Task 1 – Geologic Mapping & Sampling

We will perform geologic mapping of the slope to help identify stratigraphy that is exposed, which is likely controlling the stability of the slopes. The mapping will be performed over the course of one working day and will not require work within the traveled way. Thus, we have not included a scope or fee to obtain an encroachment permit from the City.

During mapping, we will obtain disturbed and relatively undisturbed soil samples from selected locations across the cut slope faces. The relatively undisturbed samples will be obtained using 2.5-inch-diameter by 6-inch-long stainless-steel sampling sleeves that will be driven using hand sampling equipment. The samples will be capped and sealed and returned to our office for assignment of laboratory tests.

Task 2 – Laboratory Testing

Soil samples obtained during Task 1 will be delivered to BAJADA's office for assignment of laboratory testing. It is anticipated that the following laboratory tests will be performed during the course of this study:

ANTICIPATED LABORATORY TESTING SCHEDULE		
Test	Standard Test Method	Number of Tests
In situ Moisture/Dry Density	ASTM D2937	8
Atterberg Limits	ASTM D4318	4
Grain Size Analysis	ASTM D422	4
Direct Shear	ASTM D3080	4
Maximum Density/Optimum Moisture	ASTM D1557	1
Soil Chemistry	AASHTO T290/291	2

The actual types and numbers of tests that will be performed may vary from those presented in the above table and will be determined after the field exploration has been performed.

Task 3 – Geotechnical Analysis

Upon completion of the above-noted tasks, we will perform evaluations for the project using our mapping and laboratory testing data. The evaluations will consist of the following:

- Soil/geologic profiles along the cut slopes;
- Characterization of the existing slope failures;

City Contract No. 3387
 Task Order 4

EXHIBIT A

Proposal to Provide Geotechnical Engineering Services
 Oro Dam Boulevard East Slope Stabilization
 City of Oroville, California
 March 4, 2022



- Identification of potential alternatives that can be used to increase slope stability in the project area. Those alternatives will likely consist of decreasing slope angles, soil nailing, draping and pinning slopes, and slope retention structures; and
- Slope stability analyses to estimate the effectiveness of the alternatives proposed for reducing slope instability.

Slope stability evaluations will be performed using limit-equilibrium methods using the computer program SLIDE 2018. In addition, infinite slope stability modeling will be performed for relatively shallow slope failures. Stability evaluations will meet current standards set forth by the California Geological Survey.

Task 6 – Reporting

Results of the field investigation, laboratory testing, and analyses will be summarized and concluded in a written letter-report. That report that will contain, at a minimum, the following:

- A description of the proposed project;
- A description of the field mapping methods and sampling program;
- The geologic map prepared for the cut slopes within the project area. That map will indicate locations where soil samples were obtained;
- Results of laboratory testing;
- A description of select, existing, available data collected, reviewed, and utilized during this study;
- Estimated excavatability of soil and rock materials;
- Alternatives evaluated to increase slope stability and their respective estimated effectiveness;
- Recommendations related to geotechnical aspects of:
 - ✓ Site grading and drainage, including compaction criteria and potential reuse of on-site soils as select backfill materials; and
 - ✓ Lateral earth pressures (active, at-rest, and passive) under static and dynamic conditions for retention structures;
- An appendix presenting the results of our laboratory testing; and
- An appendix presenting methods and results of stability analyses.

Unless otherwise directed, we will submit a draft copy of the report in a *.pdf format for review and comment. Upon receipt of comments, we will edit the draft report then submit the finalized report for Northstar's use.

City Contract No. 3387
 Task Order 4

EXHIBIT A

Proposal to Provide Geotechnical Engineering Services
Oro Dam Boulevard East Slope Stabilization
City of Oroville, California
March 4, 2022



ESTIMATE OF FEES

Our services will be performed on a time and expenses basis in accordance with the fees presented on our attached Fee Schedule. For the scope of work outlined above, we estimate that our fees will be \$17,200. Those fees will not be exceeded without written authorization from Northstar.

SCHEDULE

We are prepared to initiate our services immediately upon receipt of authorization to proceed with the study. We estimate that our geotechnical studies can be completed within 6 to 8 weeks following receipt of authorization to proceed with those services. The field exploration services schedule will be influenced by the availability of exploration equipment, site access, permit acquisition, and inclement weather, all of which are out of BAJADA's control.

CLOSURE

We appreciate the opportunity to propose on this project and look forward to working with you on this study. If you have questions regarding this proposal or require additional information, please contact me at (530) 638-5263 at your convenience.

Regards,

BAJADA GEOSCIENCES, INC.

A handwritten signature in blue ink, appearing to read 'JB', with a long horizontal flourish extending to the right.

James A. Bianchin, C.E.G.
Principal Engineering Geologist

Attachment: 2022 Fee Schedule

City Contract No. 3387
Task Order 4



BAJADA
Geosciences, Inc.

1300 Market Street, Suite 201
Redding, CA 96001
(530) 638-5263

DBE #46532

2022 FEE SCHEDULE

PROFESSIONAL STAFF

HOURLY RATE

Administrative	\$ 70
Illustrator.....	\$ 85
Technician.....	\$ 90
Staff Professional.....	\$ 110
Project Professional.....	\$ 125
Senior Professional.....	\$ 135
Principal Professional.....	\$ 150
Principal Consultant.....	\$ 150

Overtime & Prevailing Wage Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays..... 1.3 x straight time
- b. Sundays/holidays..... 1.5 x straight time
- c. Swing or graveyard shift premium..... 1.3 x straight time
- d. Prevailing Wage rates..... Quoted relative to Project

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Outside Reproduction	Cost Plus 15%
Laboratory Testing	Cost Plus 15%
Outside Equipment	Cost Plus 15%
Out-of-Pocket Expenses	Cost Plus 15%
Travel and Subsistence	Cost Plus 15%
Field Vehicle	\$25/day
Unmanned Aerial System	\$250/day
Vehicle Mileage.....	\$0.80/mile
Specialized Software Applications	\$40/hr

City Contract No. 3387
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EXHIBIT A



City Contract No. 3387
Task Order 4

EXHIBIT A



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

CITY OF OROVILLE
1735 MONTGOMERY ST
OROVILLE, CALIFORNIA

PROJECT EXTENTS

ORO DAM + PINE OAK

Job Number
21-103

Scale
1" = 100'
Horz.

Scale
N/A
Vert.

Date: 4/5/2022
Sheet 1 Of



STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

<u>Engineering/Surveying</u>	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$220.00
Senior Managing Engineer/Surveyor	\$200.00
Senior Engineer/Surveyor	\$180.00
Associate Engineer/Surveyor	\$160.00
Assistant Engineer/Surveyor	\$140.00
Junior Engineer	\$120.00
Senior Designer/Technician	\$130.00
Associate Designer/Technician	\$110.00
Assistant Designer/Technician	\$ 90.00
Party Chief	\$180.00
Two-Person Survey Crew	\$245.00
Three-Person Survey Crew	\$310.00
Party Chief (Prevailing Wage)	\$200.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00
<u>Architecture</u>	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00
<u>Planning/Environmental/GIS</u>	<u>Hourly Rate</u>
Principal Planner (Wolfe)	\$170.00
Senior Planner/Enviro Scientist/Planner/GIS Analyst	\$145.00
Associate Planner/Enviro Scientist/Planner/GIS Technician	\$120.00
Assistant Planner/Enviro Scientist/Planner	\$100.00
<u>Administrative</u>	<u>Hourly Rate</u>
Project Management	\$160.00
Administrative	\$ 95.00
<u>Other</u>	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%
*Rates typically increase 4-5% per year	

City Contract No. 3387
Task Order 4



COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$ 66,080

Task 1: Project Management	\$7,660
Task 2: Topographic Survey & Base Map	\$17,740
Task 3: Design	\$14,260
Task 4: MS4	\$1,120
Task 5: Bidding	\$5,520
Task 6: Geotechnical Investigation (Bajada Geosciences + 15%)	\$19,780

TASK ORDER #5
FOR PROFESSIONAL SERVICES

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

RECITALS

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

TASK ORDER

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$100,526.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for

services properly performed up to the effective date of termination.

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

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

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

Order.

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

may have to any such rights.

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

professionals in Consultant's field of expertise.

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

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

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

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

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

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

stand alone and are unaffected by this Task Order.

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

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

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

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

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

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

Attachments:
Exhibit A - Consultant Scope
Exhibit B – Fee Proposal/Schedule



SCOPE OF WORK

SERVICES PROVIDED

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

PROJECT DESCRIPTION

The scope of work for the Ophir Road Project is to provide slope repair and pavement reconstruction on both the North and South side of Ophir Road. The project extents will include approximately 2,800 feet of AC pavement between the city limits and adjacent slope stabilization within the right of way.

Task 1 Project Management

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

Project Administration and Overhead

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

Project Coordination

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

Quality Assurance / Quality Control

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



Task 2 Topographic Survey and Basemapping

NorthStar will perform a topographic survey and provide a base map suitable for the design of the new roadway rehabilitation project. The survey will include the limits between the road right-of-way and City limits. The topographic map shall include:

- Surface improvements
 - Topographic features
 - Underground utilities compiled from utility surface features, as-built plans and franchise utility system maps (research performed by NorthStar).
 - Fence Lines
 - Existing striping
 - Trees larger than 5" diameter, measured at breast height.
 - Right-of-way Lines compiled from record information
 - Surface Roadway Features, tops, toes, center of railroad tracks near the railroad bridge.
- It is assumed that a detailed topographic survey of the bridge will not be required.

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

Traffic Control

Traffic control will be required to control the flow of traffic on Ophir Road to allow field crews to locate the topographic features with the roadway and shoulder area. A Traffic Control subconsultant shall be retained to meet the traffic control standards/requirements necessary for safe operations within the right-of-way. This proposal assumes the normal working day hours. If it is determined that the field survey will be required at night, additional charges may be incurred that are undetermined at this time. An estimated fee shall be provided to the City at the time that it is determined that surveying at night will be required.

Task 3 Design

Right of Way & Utility Coordination

NorthStar will identify the right of way to establish temporary construction signage, proposed fence relocation(s), tree removal, and other related permits and improvements if necessary.

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

Ophir Road Alternatives

NorthStar will provide the City with three roadway design alternatives. These alternatives will be based on the city engineer's recommendations and The City of Oroville's Engineering Standards. If additional topographic survey and design, the cost will be based on time and materials. Once a layout is chosen the roadway design of Ophir Road will begin.



DELIVERABLES:

- Three schematic roadway alternatives for Ophir Road Improvements (Hardcopy and Digital copies).

Right of Way & Utility Coordination

NorthStar will communicate and coordinate with adjacent property owners to establish temporary construction signage, proposed fence relocation(s), tree removal, and other related permits and improvements if necessary.

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

Civil Design: 35%, 60%, & 90% Plans

The 35% design completion serves multiple functions in the design process such identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Next, 60% design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications.

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

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- General and standard specifications

Final Design and Contract Documents

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



DELIVERABLES:

- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 100% Contract and Construction Documents

Task 4 Storm Drain MS4

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

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

Task 5 Bidding

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

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

NorthStar will coordinate and assist the Client with the following:

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

Task 6 Geotechnical investigation

Bajada Geosciences will perform a geotechnical evaluation of Ophir Road within the city limits. This investigation will aid in pavement restoration and slope stabilization. A detailed proposal by Bajada Geosciences can be found in Attachment A.



PROJECT EXCLUSIONS

- Landowner coordination: including right of way appraisals and acquisitions when necessary
- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- SWPPP can be provided for additional cost
- Construction staking can be provided for an additional cost
- This estimate does not include road widening or retaining wall design. If the design chosen includes either of these items, NorthStar will provide an Additional Work Authorization at that time.
- Pre-bid meetings are not included



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

CLIENT: CLIENT:

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

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

CONSULTANT: CONSULTANT:

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

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



February 3, 2022
Proposal P22.0104

Ms. Jackie Hollmer, P.E.
NORTHSTAR ENGINEERING
111 Mission Ranch Blvd, Ste. 100
Chico, CA 95926

**Subject: Proposal for Geotechnical Services
Ophir Road Improvements
City of Oroville, California**

Dear Ms. Hollmer:

Bajada Geosciences, Inc. (BAJADA), is pleased to present this proposal to Northstar Engineering (Northstar), to provide geotechnical engineering services for the City of Oroville's (City) Ophir Road Improvement Project. The following proposal presents our understanding of the project, a scope of services, estimated costs, and schedule to complete our studies.

PROJECT UNDERSTANDING

We understand that the City would like to rehabilitate approximately 2,800 feet of Ophir Road from west of Baggett Marysville Road to about Kusel Road. We understand that the improvements do not include widening of the road but consist of improvement of the structural roadway section and evaluations for methods of increasing the stability of cut slopes that border approximately 500 feet to 600 feet of the roadway.

SCOPE OF SERVICES

Based on our understanding of the project, we have prepared the following scope of services for the project.

Task 1 – Pre-Exploration

Prior to subsurface exploration, BAJADA will obtain an encroachment permit from the City. We assume it will be issued with no fee since this is a City project.

We will also mark proposed subsurface exploration locations and contact Underground Service Alert (USA) as required by California law.

Task 2 – Coring & Sampling

Coring will be performed at up to 5 to 6 locations along the project alignment. All cores will be at least 12 inches deep, penetrate the roadway structural pavement section, and will expose roadway

subgrade soils. A bulk sample of subgrade soils will be obtained at each of the coring locations along the roadway during the field exploration. The core holes will be backfilled using excavated cuttings and AC patched using cold-patch or quickset concrete dyed black.

It is anticipated that coring and sampling will occur over the course one working day. Traffic control will be provided by a bonded and licensed traffic control subcontractor and will include a lane closure while we are performing our work. It is assumed that our exploration can be performed between 8 am and 5 pm and will not include any night work.

In addition, intact soil samples will be obtained at four selected locations from the area where cut slopes border the roadway. The samples will be obtained utilizing hand sampling gear with 2.5-in. x 6-in. sleeves that will be capped and returned to our office for assignment of laboratory testing.

Task 3 – Laboratory Testing

Soil samples obtained during Task 2 will be delivered to BAJADA's office for assignment of laboratory testing. It is anticipated that the following laboratory tests will be performed during the course of this study:

ANTICIPATED LABORATORY TESTING SCHEDULE		
Test	Standard Test Method	Number of Tests
In situ Moisture/Dry Density	ASTM D2937	10
Atterberg Limits	ASTM D4318	8
Grain Size Analysis	ASTM D422	8
Direct Shear	ASTM D3080	2
Maximum Density/Optimum Moisture	ASTM D1557	2
R-Value	Cal 301	2
Soil Chemistry	AASHTO T290/291	2

The actual types and numbers of tests that will be performed may vary from those presented in the above table and will be determined after the field exploration has been performed.

Task 4 – Pavement Condition Evaluations

BAJADA personnel will walk the roadway segment to assess and map pavement conditions. It is assumed that plans showing the roadway with stationing will be provided to us prior to initiation of this task.

Task 5 – Analysis

Upon completion of the above-noted tasks, we will perform evaluations for the project. Those evaluations will include alternative methods of pavement rehabilitation that could include:

- Pavement overlay;
- Dig-outs with pavement overlays;
- Pavement pulverization and overlay;
- Full depth reclamation;
- Cold in-place recycling;
- Chip seals;
- Microsurfacing.

In addition, we will perform slope stability assessments to evaluate alternatives for increasing the stability of cut slopes along the roadway. Those alternatives could include flattening the slopes, reinforcing the slopes, or utilizing retention methods, such as a gravity retaining wall.

Task 6 – Reporting

Results of the field investigation, laboratory tests, and analyses will be summarized and concluded in a written letter-report. That report that will contain, at a minimum, the following:

- A description of the proposed project including a site plan showing approximate locations of explorations advanced for this study;
- A description of the field exploration and sampling program;
- A table showing structural pavement sections measured during the field exploration;
- Results of laboratory testing;
- Maps showing pavement conditions;
- Recommendations for rehabilitation methods along the study roadways;
- Alternatives for increasing stability of existing cuts slopes; and
- Appendices presenting laboratory data and slope stability analyses.

Unless otherwise directed, we will submit a draft copy of the letter-report in a *.pdf format for review and comment. Upon receipt of comments, we will edit the report then submit the finalized report for Northstar's use.

ESTIMATE OF FEES

Our services will be performed on a time and expenses basis in accordance with the fees presented on our attached Fee Schedule. For the scope of work outlined above, we estimate that our fees will be \$18,400. Those fees will not be exceeded without written authorization from Northstar.

Proposal to Provide Geotechnical Engineering Services
Ophir Road Improvements
City of Oroville, California
February 3, 2022



SCHEDULE

We are prepared to initiate our services immediately upon receipt of authorization to proceed with the study. We estimate that our geotechnical studies can be completed within 6 to 8 weeks following receipt of authorization to proceed with those services. The field exploration services schedule will be influenced by the availability of exploration equipment, site access, permit acquisition, and inclement weather, all of which are out of BAJADA's control.

ASSUMPTIONS

A number of critical assumptions were made in preparation of this proposal. Those assumptions are as follows:

- Our field exploration can be performed between 8 am and 5 pm M – F and will not include any night work;
- An encroachment permit will be issued by the City at no fee to BAJADA; and
- By contacting USA regarding utility locations on-site, BAJADA will have performed the standard of care, due diligence to avoid encountering buried utilities during exploration. If mislocated or unlocated utilities are encountered during exploration, BAJADA cannot be held responsible for the adverse effects caused by encountering those utilities.

If these assumptions are incorrect, modification to this proposal may be necessary.

CLOSURE

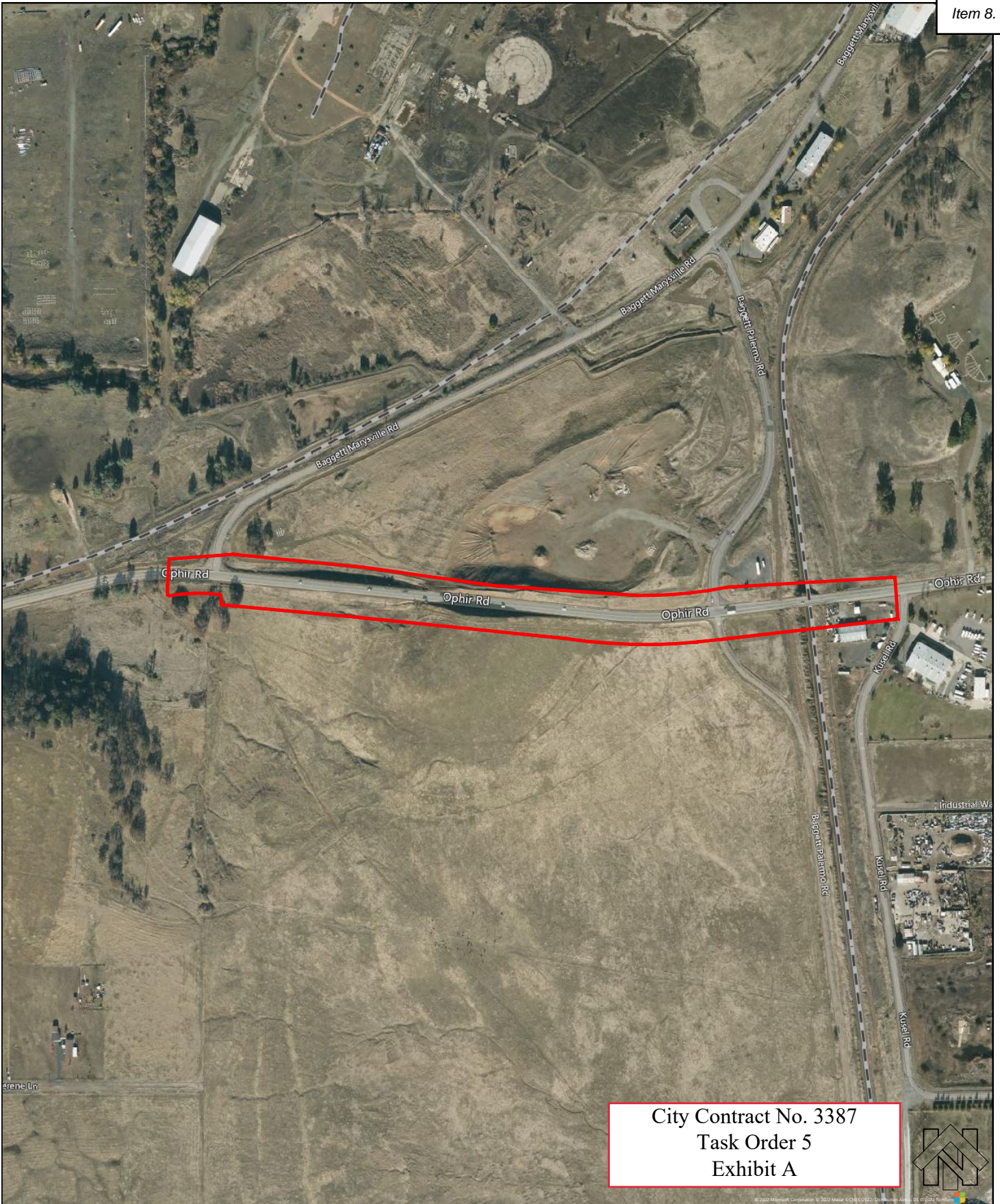
We appreciate the opportunity to propose on this project and look forward to working with you on this study. If you have questions regarding this proposal or require additional information, please contact me at (530) 638-5263 at your convenience.

Regards,

BAJADA GEOSCIENCES, INC.

A handwritten signature in blue ink, appearing to read 'JB.', with a long horizontal flourish extending to the right.

James A. Bianchin, C.E.G.
Principal Engineering Geologist



City Contract No. 3387
 Task Order 5
 Exhibit A



NORTHSTAR
 ... Designing Solutions

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

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CALIFORNIA

PROJECT EXTENTS			
OPHIR ROAD			
Job Number 21-103	Scale 1" = 500' Horz.	N/A Vert.	Date: 4/5/2022 Sheet 1 Of 192



STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

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

Architecture

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

Planning/Environmental/GIS

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

Administrative

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

Other

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

*Rates typically increase 4-5% per year



COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$ 100,526

Task 1: Project Management	\$12,040
Task 2: Topographic Survey & Base Map	\$31,650
Task 3: Design	\$27,036
Task 4: MS4	\$1,120
Task 5: Bidding	\$7,520
Task 6: Geotechnical Investigation (Bajada including 15%)	\$21,160

TASK ORDER #6
FOR PROFESSIONAL SERVICES

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

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically production of plans, specifications, estimates, etc. for the restriping of the roadway and slope stabilization along Oroville Dam Boulevard from Acacia Avenue to Zepher Way and associated work; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **3387** between the City and the Consultant.

TASK ORDER

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$72,890.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for

services properly performed up to the effective date of termination.

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

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

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

Order.

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

may have to any such rights.

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

professionals in Consultant's field of expertise.

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

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

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

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

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

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

stand alone and are unaffected by this Task Order.

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

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

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

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

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

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

Attachments:
Exhibit A - Consultant Scope
Exhibit B – **Fee Proposal/Schedule**



SCOPE OF WORK

SERVICES PROVIDED

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

PROJECT DESCRIPTION

The scope of work for the Oro Dam Blvd and Acacia Project is to provide slope repair and restriping on Oro Dam Blvd. NorthStar will provide a restriping plan along Oro Dam Blvd between the crossroads of Acacia Ave to Zepher Way. In addition, NorthStar will provide slope stabilization design within the right of way along Oro Dam Blvd from Valley View Drive to Zepher Way.

Task 1 Project Management

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

Project Administration and Overhead

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

Project Coordination

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

Quality Assurance / Quality Control

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



Task 2 Topographic Survey and Basemapping

NorthStar will perform a topographic survey and provide a base map suitable for the design of this restriping and slope stabilization. The survey will include the limits as depicted in Attachment B falling between the road right-of-way and City limits. The topographic map shall include the following:

Task 2a: Topographic Survey along Oro Dam Blvd. E between Acacia and Valley View Drive, consisting approximately 1590 +/- linear feet of roadway for the purposes of re-striping:

- Edge of Pavement
- Existing striping at key locations for the purposes of overlaying an aerial image over the topographic survey to identify existing road striping within the survey limits.

Task 2b: Topographic Survey along Oro Dam Blvd. East between Valley View Drive and Zepher Way, consisting of approximately 920 +/- linear feet for the purposes of slope repair and striping.

- Surface improvements
- Topographic features falling between the perceived right-of-way, i.e. fence lines
- Underground utilities compiled from utility surface features, as-built plans, and franchise utility system maps (research performed by NorthStar)
- Existing striping
- Trees larger than 5" diameter, measured at breast height
- Surface Roadway Features, tops, and toes

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

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

This estimate does not include traffic control. If it is determined that traffic control is needed to support the field survey crew prior to commencing the survey a separate scope and cost estimate will be provided for traffic control services.

Task 3 Design

Utility Coordination

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

Civil Design: 35%, 60%, & 90% Plans

The 35% design completion serves multiple functions in the design process such identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem



solving and iterative design prevents unnecessary expenditure of resources on an errant design trajectory.

Next, 60% design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications.

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

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- General and standard specifications

Task 4 Storm Drain MS4

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

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

Task 5 Bidding

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

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

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



Task 6 Geotechnical investigation

Bajada Geosciences will perform a geotechnical evaluation slope stability along Oro Dam Blvd Road between the crossroads of Valley View Dr and Zepher Way. This investigation will provide recommendations for slope restoration along this section of road. A detailed proposal by Bajada Geosciences can be found in Attachment A.



PROJECT EXCLUSIONS

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



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

CLIENT: CLIENT:

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

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

CONSULTANT: CONSULTANT:

BY: Fritz Mckinley

TITLE: Senior Engineer

LICENSE NO. RCE 59574

SIGNED: _____

DATE: _____

BY: Lambert O. Lowe

TITLE: Senior Engineer

LICENSE NO. RCE 59077

SIGNED: _____

DATE: _____



March 9, 2022
Proposal P22.0112

Ms. Jackie Hollmer, P.E.
NORTHSTAR ENGINEERING
111 Mission Ranch Blvd, Ste. 100
Chico, CA 95926

**Subject: Proposal for Geotechnical Services
Oro Dam Boulevard Slope Stabilization West of Zepher Way
City of Oroville, California**

Dear Ms. Hollmer:

Bajada Geosciences, Inc. (BAJADA), is pleased to present this proposal to Northstar Engineering (Northstar), to provide geotechnical engineering services for evaluation of methods to increase stability of slopes along a segment of Oro Dam Boulevard East in the City of Oroville, California. The following proposal presents our understanding of the project, a scope of services, estimated costs, and a schedule to complete our studies.

PROJECT UNDERSTANDING

We understand that cut slopes bordering a portion of Oro Dam Boulevard East between Zepher Way and Valley View Drive have locally been failing and that alternatives for increasing the stability of those slopes are needed. Those slopes border each side of the road, are inclined at up to about 0.5:1 (horizontal:vertical) and are up to about 25 feet tall. Surficial slope failures are visible across much of the faces of those cut slopes and expose slightly cemented granular volcanoclastic sediments, in many areas rich in gravels and cobbles, along with some well cemented tuffaceous rock.

SCOPE OF SERVICES

Based on our understanding of the project, we have prepared the following scope of services for the project.

Task 1 – Geologic Mapping & Sampling

We will perform geologic mapping of the slopes to help identify stratigraphy that is exposed, which is likely controlling the stability of the slopes. The mapping will be performed over the course of one working day and will not require work within the traveled way. Thus, we have not included a scope or fee to obtain an encroachment permit from the City.

During mapping, we will obtain disturbed and relatively undisturbed soil samples from selected locations across the cut slope faces. The relatively undisturbed samples will be obtained using 2.5-

Proposal to Provide Geotechnical Engineering Services
 Oro Dam Boulevard East Slope Stabilization West of Zepher Way
 City of Oroville, California
 March 9, 2022



inch-diameter by 6-inch-long stainless-steel sampling sleeves that will be driven using hand sampling equipment. The samples will be capped and sealed and returned to our office for assignment of laboratory tests.

Task 2 – Laboratory Testing

Soil samples obtained during Task 1 will be delivered to BAJADA’s office for assignment of laboratory testing. It is anticipated that the following laboratory tests will be performed during the course of this study:

ANTICIPATED LABORATORY TESTING SCHEDULE		
Test	Standard Test Method	Number of Tests
In situ Moisture/Dry Density	ASTM D2937	8
Atterberg Limits	ASTM D4318	4
Grain Size Analysis	ASTM D422	4
Direct Shear	ASTM D3080	4
Maximum Density/Optimum Moisture	ASTM D1557	1
Soil Chemistry	AASHTO T290/291	2

The actual types and numbers of tests that will be performed may vary from those presented in the above table and will be determined after the field exploration has been performed.

Task 3 – Geotechnical Analysis

Upon completion of the above-noted tasks, we will perform evaluations for the project using our mapping and laboratory testing data. The evaluations will consist of the following:

- Soil/geologic profiles along the cut slopes;
- Characterization of the existing slope failures;
- Identification of potential alternatives that can be used to increase slope stability in the project area. Those alternatives will likely consist of decreasing slope angles, soil nailing, draping and pinning slopes, and slope retention structures; and
- Slope stability analyses to estimate the effectiveness of the alternatives proposed for reducing slope instability.

Slope stability evaluations will be performed using limit-equilibrium methods using the computer program SLIDE 2018. In addition, infinite slope stability modeling will be performed for relatively shallow slope failures. Stability evaluations will meet current standards set forth by the California Geological Survey.

Proposal to Provide Geotechnical Engineering Services
 Oro Dam Boulevard East Slope Stabilization West of Zepher Way
 City of Oroville, California
 March 9, 2022



Task 6 – Reporting

Results of the field investigation, laboratory testing, and analyses will be summarized and concluded in a written letter-report. That report that will contain, at a minimum, the following:

- A description of the proposed project;
- A description of the field mapping methods and sampling program;
- The geologic map prepared for the cut slopes within the project area. That map will indicate locations where soil samples were obtained;
- Results of laboratory testing;
- A description of select, existing, available data collected, reviewed, and utilized during this study;
- Estimated excavatability of soil and rock materials;
- Alternatives evaluated to increase slope stability and their respective estimated effectiveness;
- Recommendations related to geotechnical aspects of:
 - ✓ Site grading and drainage, including compaction criteria and potential reuse of on-site soils as select backfill materials; and
 - ✓ Lateral earth pressures (active, at-rest, and passive) under static and dynamic conditions for retention structures;
- An appendix presenting the results of our laboratory testing; and
- An appendix presenting methods and results of stability analyses.

Unless otherwise directed, we will submit a draft copy of the report in a *.pdf format for review and comment. Upon receipt of comments, we will edit the draft report then submit the finalized report for Northstar's use.

ESTIMATE OF FEES

Our services will be performed on a time and expenses basis in accordance with the fees presented on our attached Fee Schedule. For the scope of work outlined above, we estimate that our fees will be \$17,200. Those fees will not be exceeded without written authorization from Northstar.

SCHEDULE

We are prepared to initiate our services immediately upon receipt of authorization to proceed with the study. We estimate that our geotechnical studies can be completed within 6 to 8 weeks following receipt of authorization to proceed with those services. The field exploration services schedule will be influenced by the availability of exploration equipment, site access, permit acquisition, and inclement weather, all of which are out of BAJADA's control.

City Contract No. 3387
 Task Order 6
 Exhibit A

Proposal to Provide Geotechnical Engineering Services
Oro Dam Boulevard East Slope Stabilization West of Zepher Way
City of Oroville, California
March 9, 2022



CLOSURE

We appreciate the opportunity to propose on this project and look forward to working with you on this study. If you have questions regarding this proposal or require additional information, please contact me at (530) 638-5263 at your convenience.

Regards,
BAJADA GEOSCIENCES, INC.

A handwritten signature in blue ink, appearing to read 'JB.', with a long horizontal flourish extending to the right.

James A. Bianchin, C.E.G.
Principal Engineering Geologist

Attachment: 2022 Fee Schedule

City Contract No. 3387
Task Order 6
Exhibit A



BAJADA
Geosciences, Inc.

1300 Market Street, Suite 201
Redding, CA 96001
(530) 638-5263

DBE #46532

2022 FEE SCHEDULE

PROFESSIONAL STAFF

HOURLY RATE

Administrative	\$ 70
Illustrator.....	\$ 85
Technician.....	\$ 90
Staff Professional.....	\$ 110
Project Professional.....	\$ 125
Senior Professional.....	\$ 135
Principal Professional.....	\$ 150
Principal Consultant.....	\$ 150

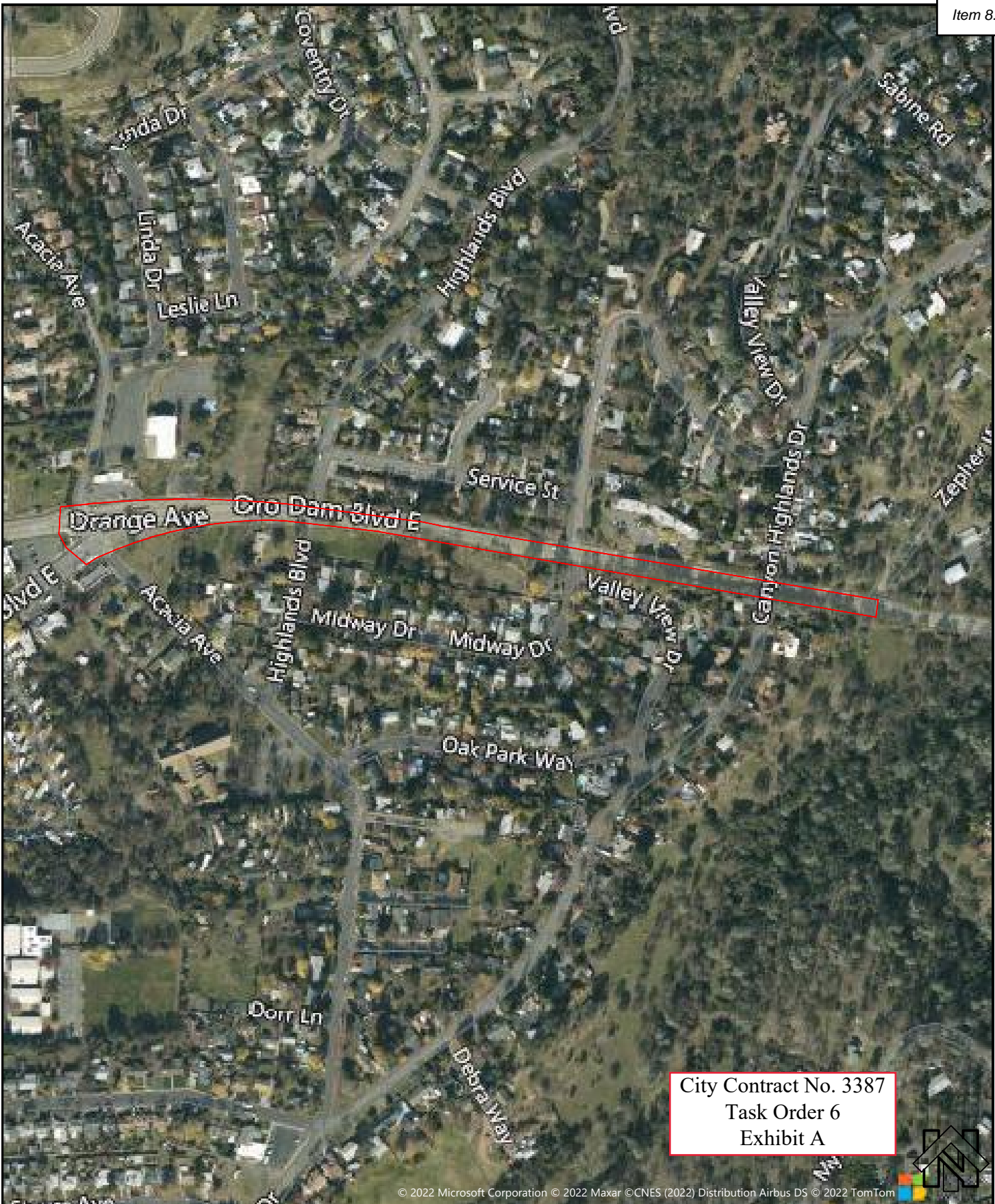
Overtime & Prevailing Wage Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays..... 1.3 x straight time
- b. Sundays/holidays..... 1.5 x straight time
- c. Swing or graveyard shift premium..... 1.3 x straight time
- d. Prevailing Wage rates..... Quoted relative to Project

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Outside Reproduction	Cost Plus 15%
Laboratory Testing	Cost Plus 15%
Outside Equipment	Cost Plus 15%
Out-of-Pocket Expenses	Cost Plus 15%
Travel and Subsistence	Cost Plus 15%
Field Vehicle	\$25/day
Unmanned Aerial System	\$250/day
Vehicle Mileage.....	\$0.80/mile
Specialized Software Applications	\$40/hr

City Contract No. 3387
Task Order 6
Exhibit A



City Contract No. 3387
 Task Order 6
 Exhibit A

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NORTHSTAR
 ... Designing Solutions
 111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
 PHONE: (530) 893-1800 www.northstareng.com

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CALIFORNIA

PROJECT EXTENTS			
ORO DAM + ACACIA			
Job Number 21-103	Scale 1" = 400' Horz.	N/A Vert.	Date: 4/5/2022 Sheet 1 Of 217



STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

<u>Engineering/Surveying</u>	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$220.00
Senior Managing Engineer/Surveyor	\$200.00
Senior Engineer/Surveyor	\$180.00
Associate Engineer/Surveyor	\$160.00
Assistant Engineer/Surveyor	\$140.00
Junior Engineer	\$120.00
Senior Designer/Technician	\$130.00
Associate Designer/Technician	\$110.00
Assistant Designer/Technician	\$ 90.00
Party Chief	\$180.00
Two-Person Survey Crew	\$245.00
Three-Person Survey Crew	\$310.00
Party Chief (Prevailing Wage)	\$200.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00
<u>Architecture</u>	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00
<u>Planning/Environmental/GIS</u>	<u>Hourly Rate</u>
Principal Planner (Wolfe)	\$170.00
Senior Planner/Enviro Scientist/Planner/GIS Analyst	\$145.00
Associate Planner/Enviro Scientist/Planner/GIS Technician	\$120.00
Assistant Planner/Enviro Scientist/Planner	\$100.00
<u>Administrative</u>	<u>Hourly Rate</u>
Project Management	\$160.00
Administrative	\$ 95.00
<u>Other</u>	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year



COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$ 72,890

Task 1: Project Management	\$10,200
Task 2: Topographic Survey & Base Map	\$18,950
Task 3: Design	\$15,320
Task 4: MS4	\$1,120
Task 5: Bidding	\$7,520
Task 6: Geotechnical Investigation (Bajada Geosciences)	\$19,780

TASK ORDER #7
FOR PROFESSIONAL SERVICES

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

RECITALS

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

TASK ORDER

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$139,840.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for

services properly performed up to the effective date of termination.

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

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

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

Order.

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

may have to any such rights.

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

professionals in Consultant's field of expertise.

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

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

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

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

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

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

stand alone and are unaffected by this Task Order.

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

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

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

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

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

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

Attachments:
Exhibit A - Consultant Scope
Exhibit B – **Fee Proposal/Schedule**



SCOPE OF WORK

SERVICES PROVIDED

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

PROJECT DESCRIPTION

The scope of work for the Washington Avenue Project is to provide pavement replacement, restriping, and ADA ramp design along Washington Avenue. The project extents range from the crossroads of Oro Dam Blvd E through the bridge abutment directly after Orange Avenue, please see Attachment A for the Project Extents Exhibit. This scope includes pavement replacement for the entire stretch of Washington Ave within the project limits. In addition, NorthStar will provide a design for all ramps that do not currently comply with ADA standards and a design to add ramps at curb returns if necessary.

Task 1 Project Management

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

Project Administration and Overhead

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

Project Coordination

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

Quality Assurance / Quality Control

NorthStar approach to quality assurance and control program has been developed over the course of performing consulting services for a variety of clients and complex projects over the past 30 years. Two primary methods for consistently delivering a quality product on-time and within



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

Task 2 Topographic Survey and Basemapping

NorthStar will retain the services of an Aerial Photogrammetrist to perform a topographic survey and provide a base map suitable for the design of the new roadway rehabilitation projects. The survey will include the limits as depicted in Attachment A falling between the road right-of-way. The topographic map shall include:

- Surface improvements
- Underground utilities compiled from utility surface features, as-built plans and franchise utility system maps (research performed by NorthStar). Invert elevations are excluded from this scope.
- Fence Lines
- Existing striping
- Tree canopy lines
- Right-of-way Lines compiled from record information
- Surface Roadway Features, tops, toes, center of railroad tracks in the area of the railroad bridge. It is assumed that a detailed topographic survey of the bridge will not be required.

The aerial photogrammetric map shall be prepared at a 1" = 20' scale with 1' contours. An analysis shall be made on the existing handicap ramps to determine compliance with ADA slopes. Where it is determined that any ramp is not in ADA compliance, ground survey data shall be collected in that area and incorporated in the aerial base map.

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

Preliminary research of existing record mapping along Washington Avenue within the project area shows that not all right-of-ways have been mapped. Right-of-way lines shown on existing maps within the project area will be depicted on the topographic survey where sufficient monuments can be found based on said record mapping.

Task 3 Design

Right of Way & Utility Coordination

The intersection of Oro Dam Blvd East and Washington Avenue is within the Caltrans right of way. We have included additional time for two submittals to Caltrans and all necessary Caltrans related permits in our estimate. If more than two submittals are required, an additional work order authorization (AWA) will be issued.

NorthStar will identify the right of way to establish temporary construction signage, proposed fence relocation(s), tree removal, and other related permits and improvements if necessary.



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

Civil Design: 35%, 60%, & 90% Plans

The 35% design completion serves multiple functions in the design process such as identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem solving and iterative design prevents unnecessary expenditure of resources on an errant design trajectory. NorthStar has included a limited amount of time to investigate surface drainage within the project limits. If significant drainage issues are found, NorthStar will coordinate with the City to determine the new scope of work, project extents, and corresponding AWA.

Next, 60% design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications.

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

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- General and standard specifications

Final Design and Contract Documents

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

DELIVERABLES:

- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 100% Contract and Construction Documents

Task 4 Storm Drain MS4

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



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

Task 5 Bidding

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

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

NorthStar will coordinate and assist the Client with the following:

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



PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Landowner coordination: including right of way appraisals and acquisitions when necessary
- SWPPP can be provided for additional cost
- Construction staking can be provided for an additional cost
- Traffic control can be provided for an additional cost
- Prebid meetings
- Utility improvements including sewer and storm drain invert elevations
- Sidewalk extensions or replacement
- Driveway improvements including noncompliant ADA sidewalks adjacent to driveway approaches



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

CLIENT: CLIENT:

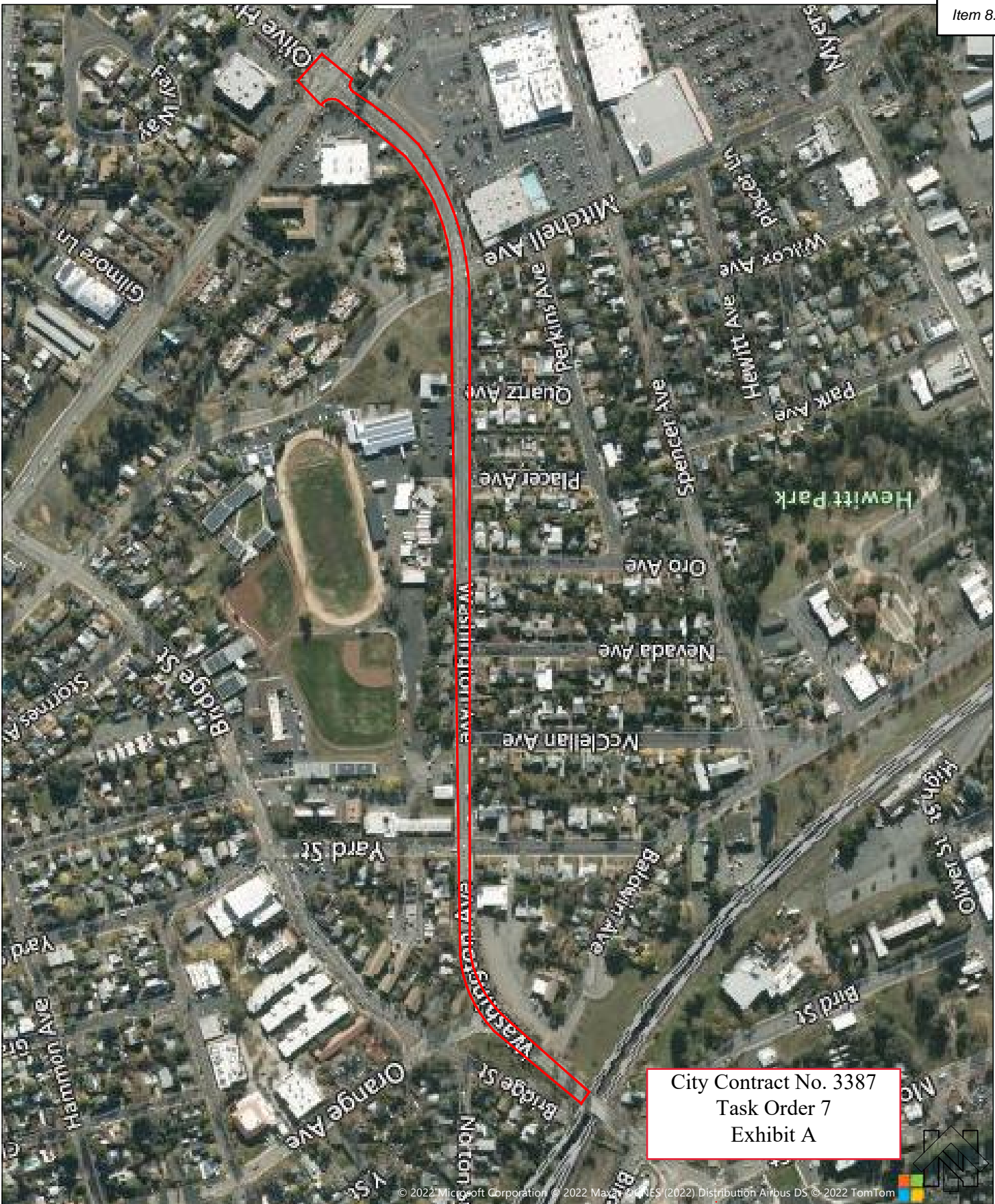
BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

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

CONSULTANT: CONSULTANT:

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

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



City Contract No. 3387
 Task Order 7
 Exhibit A

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

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CALIFORNIA

PROJECT EXTENTS			
WASHINGTON AVE			
Job Number 21-103	Scale 1" = 400' Horz.	N/A Vert.	Date: 4/25/2022 Sheet 1 Of 237





STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

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

Architecture

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

Planning/Environmental/GIS

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

Administrative

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

Other

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

*Rates typically increase 4-5% per year



COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$ 139,840

Task 1: Project Management	\$11,480
Task 2: Topographic Survey & Base Map	\$35,780
Task 3: Design	\$85,400
Task 4: MS4	\$1,120
Task 5: Bidding	\$6,060

TASK ORDER #8
FOR PROFESSIONAL SERVICES

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

RECITALS

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

TASK ORDER

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

with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$46,305.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

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

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

Task Order shall be at City's sole risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

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

Attachments:
Exhibit A - Consultant Scope
Exhibit B – **Fee Proposal/Schedule**



SCOPE OF WORK

SERVICES PROVIDED

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

PROJECT DESCRIPTION

The scope of work for the Montgomery Roundabout Project includes pavement replacement and restriping improvements for the roundabout directly south of the Table Mountain Blvd bridge. The project extents exhibit can be found in Attachment A. This scope does not include any ADA ramp design, sidewalk, or drainage improvements.

Task 1 Project Management

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

Project Administration and Overhead

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

Project Coordination

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

Quality Assurance / Quality Control

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



Task 2 Topographic Survey and Basemapping

NorthStar will retain the services of an Aerial Photogrammetrist to perform a topographic survey and provide a base map suitable for the design of the new roadway rehabilitation projects. The survey will include the limits as depicted in Attachment A falling between the road right-of-way. The topographic map shall include:

- Surface improvements
- Underground utilities compiled from utility surface features, as-built plans and franchise utility system maps (research performed by NorthStar). Invert elevations are excluded from this scope.
- Fence Lines
- Existing striping
- Tree canopy lines
- Right-of-way Lines compiled from record information
- Surface Roadway Features, tops, toes, center of railroad tracks near the railroad bridge. It is assumed that a detailed topographic survey of the bridge will not be required.

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

Preliminary research of existing record mapping along the Washington Avenue and Montgomery roundabout within the project limits shows that not all right-of-ways have been mapped. Right-of-way lines shown on existing maps within the project area will be depicted on the topographic survey where sufficient monuments can be found based on said record mapping.

Task 3 Design

Right of Way & Utility Coordination

NorthStar will identify the right of way to establish temporary construction signage, proposed fence relocation(s), tree removal, and other related permits and improvements if necessary.

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

Civil Design: 35%, 60%, & 90% Plans

The 35% design completion serves multiple functions in the design process such identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Next, 60% design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications.



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

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- General and standard specifications

Final Design and Contract Documents

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

DELIVERABLES:

- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 100% Contract and Construction Documents

Task 4 Storm Drain MS4

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

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

Task 5 Bidding

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

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

NorthStar will coordinate and assist the Client with the following:

- Answer any questions from contractors and/or bidders

Montgomery Roundabout
Professional Services Agreement Scope of Work; NorthStar
4/25/2022

City Contract No. 3387
Task Order 8
Exhibit A



- Responses will be provided via phone, email, formally response to submitted RFI's
- Prepare addendums to be released to the bidders



PROJECT EXCLUSIONS

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



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

CLIENT: CLIENT:

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

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

CONSULTANT: CONSULTANT:

BY: Fritz Mckinley

TITLE: Senior Engineer

LICENSE NO. RCE 59574

SIGNED: _____

DATE: _____

BY: Lambert O. Lowe

TITLE: Senior Engineer

LICENSE NO. RCE 59077

SIGNED: _____

DATE: _____



City Contract No. 3387
 Task Order 8
 Exhibit A

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

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CALIFORNIA

PROJECT EXTENTS			
MONTGOMERY ROUNDABOUT			
Job Number 21-103	1" = 50' Horz.	Scale N/A Vert.	Date: 4/25/2022 Sheet 1 Of 257



STANDARD HOURLY RATES

Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

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

Architecture

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

Planning/Environmental/GIS

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

Administrative

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

Other

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

*Rates typically increase 4-5% per year



COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$ 46,305

Task 1: Project Management	\$6,000
Task 2: Topographic Survey & Base Map	\$11,925
Task 3: Design	\$21,760
Task 4: MS4	\$1,120
Task 5: Bidding	\$5,500

TASK ORDER #12
FOR PROFESSIONAL SERVICES

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

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, at the City owned lot at the southwesterly corner of Montgomery Street and Downer Street to specifically determine the presence of underground storage tanks ,and if any exist, document their location, and associated work; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **3387** between the City and the Consultant.

TASK ORDER

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$5,900.00 without additional written authorization from the City.** Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order may be terminated by the City immediately for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for

services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Task Order, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

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

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

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

Order.

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

may have to any such rights.

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

professionals in Consultant's field of expertise.

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

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

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

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

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

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

stand alone and are unaffected by this Task Order.

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

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

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

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

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

CITY OF OROVILLE

By: _____
Bill LaGrone, City Administrator

By: _____
Jay Lowe, Department Manager

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

Attachments:
Exhibit A - Consultant Scope
Exhibit B – Fee Proposal/Schedule



Architecture
Civil Engineering
Environmental
Planning
Surveying
Water Resources

SCOPE OF WORK

SERVICES PROVIDED

NorthStar has prepared the following scope of services to determine if an underground tank or tanks exist on the City owned lot at the corner of Montgomery and Downer Streets, APN 012-035-004 and the adjoining portion of Downer Street.

Task 1 Project Management

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

PROJECT ADMINISTRATION AND OVERHEAD

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

PROJECT COORDINATION

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

QUALITY ASSURANCE / QUALITY CONTROL

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

Task 2 Underground Tank Detection

NorthStar will retain Sierra Nevada GSI from Grass Valley as a subconsultant. GSI will utilize Ground Penetrating Radar (GPR) to search for underground facilities on the project site. If detected, the location will be marked on the surface and approximate depths provided.



Task 3 Base Mapping

If a tank or tanks are detected, NorthStar will perform a topographic survey and provide a base map suitable to determine the location of found tank(s) relative to onsite and offsite improvements. The survey shall include:

- Survey control established by a post-processed GNSS survey
- Surface improvements, including adjoining buildings and utility facilities
- Underground features as identified by the GPR with approximate depths
- Trees

The vertical control will be on the North American Vertical Datum of 1988 (NAVD88). Horizontal coordinates will be on the California Coordinate System, Zone 2, NAD 83 (CCS83). Using geodetic coordinates and a current elevation datum will enable the City to report geodetic locations to State or Federal Agencies if the need arises. This will also allow the City to easily add the mapped information to their existing GIS data base.

The base map will be compiled in AutoCAD Civil 3D 2022. A signed pdf file of the Topographic Base Map and the AutoCAD drawing file will be provided for the project teams use.

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




Architecture
Civil Engineering
Environmental
Planning
Surveying
Water Resources

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

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

CONSULTANT: **CONSULTANT:**

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

BY: **Michael Mays**
TITLE: **Senior Managing Surveyor**
LICENSE NO. **PLS 6967**
SIGNED: 
DATE: **2/3/2022**



Architecture
 Civil Engineering
 Environmental
 Planning
 Surveying
 Water Resources

STANDARD HOURLY RATES
Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

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

Architecture

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

Planning/Environmental/GIS

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

Administrative

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

Other

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

*Rates typically increase 4-5% per year



Architecture
Civil Engineering
Environmental
Planning
Surveying
Water Resources

COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: **\$ 5,900**

Task 1: Project Management	\$ 800
Task 2: GPR Subconsultant	\$ 1,200
Task 3: Base Mapping	\$ 3,900

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

CLIENT: CLIENT:

City Contract No. 3387
Task Order 12
Exhibit B



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR
CONNOR MUSLER, ASSISTANT PLANNER**

**RE: FIRST READING OF ZONING CODE AMENDMENT ZC21-06,
PROPOSED REVISION OF OROVILLE MUNICIPAL CODE
SECTION 17.12.020 RELATING TO FENCE, WALLS AND
SCREENING STANDARDS**

DATE: MAY 17, 2022

SUMMARY

The Council will consider amending OMC Section 17.12.020 relating to the City's regulations of fences, walls and screening pertaining to maximum allowed heights, placement, and other changes necessary to protect the general health, safety, and public welfare of the city.

DISCUSSION

The City's current Fence, Walls and Screening regulations, found in Oroville Municipal Code (OMC) Section 17.12.020, outlines the requirements for the placement, height, and design of fences within the City's zoning districts. When reviewing this code section, staff realized that there were inconsistencies with other sections of the municipal code; necessary changes to protect the general health, safety, and public welfare of the city; and room to provide greater clarity on fence placement and height.

The City Council conducted a public hearing on April 19, 2022, and after public comment and discussion, the consensus of the Council was to return to the Planning Commission for further discussion on the proposed changes.

Staff conducted additional research on fence regulations throughout Butte County and the State before returning to the Planning Commission on April 28, 2022, with a presentation and further discussion with the Commission. After much discussion, the consensus of the Planning Commission was that the proposed ordinance adequately balanced public rights of the community and private rights of property owners and was in-line with regulations commonplace in other

jurisdictions. The height limitations within the front yards of residences are standard regulations found in all neighboring Butte County jurisdictions and throughout the State. In addition, the commissioners felt that the changes were necessary to help achieve the long-term vision for Oroville as outlined in the 2030 General Plan. The Planning Commission voted 5-0, with 1 absent, to return to the City Council without further changes to the proposed ordinance and a to give a presentation.

Some key changes to note include:

Removed Inconsistencies with the Adopted Building Code: The City's building code allows fences up to 7 feet in height without a building permit. Anything constructed in excess of 7 feet requires an applicant to apply for and receive a building permit. However, the City's fence ordinance states that the height of any fence or wall in residential districts shall not exceed 6 feet and in public areas anything over 6 feet is subject to development review. In order to maintain consistency with our adopted building code, staff have made 7 feet the maximum allowed height for fences without a building permit

Changes for Public Safety: The City's fence ordinance as adopted allows a solid fence up to 6 feet tall in the front yard, provided that it is set back at least 5 feet from the property line and the setback area landscaped. This type of fencing in the front yard is discouraged by the City's adopted Design Guidelines, which can result in properties being surrounded by a tall solid fence. Properties surrounded by tall solid fencing creates a potential public safety issue for first responders who cannot see who or what may be behind the fence or a clear way to access the property.

To address this, staff revised the maximum allowed height in the front setback area to be 42 inches (3.5 ft). If a property owner wishes to construct a fence over 42 inches, the fence must be constructed outside of the required front yard setback specific to the underlying zoning district, or at the point equal to the primary building's front façade, whichever is less. At the October 28, 2021 Planning Commission meeting, the Commission recommended that the maximum allowed height anywhere in the front yard of a property within the Downtown Historic Overlay (DH-O) be 42 inches. This change is highlighted in red in the draft code.

Fence Placement and Height: The fence ordinance can be difficult to understand for some due to the various height, placement, and design restrictions associated with fencing. To provide greater clarity to homeowners, developers, and other individuals, staff have included a maximum height table in the new code and created a fence placement diagram detailing standard scenarios of where fences can and cannot be placed.

On October 28, 2021, the Planning Commission conducted a public hearing to

consider the proposed amendments and adopted Resolution P2021-19 to recommend to City Council adoption of the proposed Ordinance. Following the October 28, 2021 Planning Commission meeting, staff returned to the Planning Commission on January 27, 2022 to again discuss the draft changes to the fence ordinance. At that meeting, the Commission discussed further changes to the code relating to fences within the sight distance area and the review authority for fences around historic areas, parks, and museums. The changes proposed following the January 27, 2022 meeting are highlighted in green in the draft code and detailed as follows.

Sight Distance Area: The sight distance area is the area at the corner of intersections that has been determined within the City's adopted engineering standards as necessary to remain free and clear of obstructions so as to not obstruct the view of drivers, pedestrians, and cyclists at intersections. The City's current fence ordinance allows fences within the sight distance area, provided that they do not exceed 30 inches (2.5 ft) in height. At the January 27, 2022 Planning Commission meeting, there was some discussion among commissioners about allowing an increased fence height within the sight distance area. Staff reviewed other jurisdictions regulations and found a wide variety of how fences are regulated within the sight distance area. Some cities prohibit any type of fence within the sight distance area, others allow fences up to 3 ft in height, some have a transparency requirement to maintain visibility, while others require a permit to construct fences within the sight distance area.

Based on Staff's research of other jurisdiction's regulations, the draft change would allow fences up to 42 inches within the sight distance area, provided that the fence is no more than 50% solid to maintain intersection visibility. A fence over 30 inches, to a maximum of 42 inches within the sight distance area will require the submittal of a development review permit for review administratively by the Planning Division to ensure that the transparency requirement is met and that the increased height will not create a danger to public health, safety, and general welfare.

Historic Areas, Parks, and Museums: Currently, city code requires any fence proposed for installation around public areas exceeding 6 feet to be subject to development review. The Commission discussed their desire to differentiate the review authority for public areas and sites considered to be historic or contain museums. The draft change would include the Planning Commission, acting as the Historic Advisory Commission, in the review process for fences exceeding 7 feet in height around historic areas, designated landmarks, museums, and parks within the DH-O. The Planning Commission's action shall only be advisory for fences requiring the approval of the City Council.

FISCAL IMPACT

None

RECOMMENDATION

1. **Waive first reading and approve AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.**

ATTACHMENTS

1. Ordinance No. 1860
2. Draft Fence Ordinance
3. October 28, 2021 Planning Commission Package.
4. January 27, 2022 Planning Commission Package

**CITY OF OROVILLE
ORDINANCE NO. 1860**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

WHEREAS, the City of Oroville has prepared an Ordinance to amend Section 17.12.020 of the Oroville Municipal Code (OMC) relating to regulations of fences, walls, and screening; and

WHEREAS, the Oroville Planning Commission reviewed the proposed amendments at their regular meeting on October 28th, 2021, on January 27th, 2022, and again on April 28th, 2022 and recommends that the City Council adopt the proposed changes to Section 17.12.020; and

WHEREAS, the City Council finds and declares that the proposed modifications to the fence, walls and screening standards include changes necessary to protect the general health, safety, and public welfare of the city; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and the City's Design Guidelines; and

WHEREAS, adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that enactment of the Ordinance alone has the potential to cause a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings.

The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporate them herein as findings.

Section 2: Amendment to Section 17.12.020 of the Oroville Municipal Code.

Oroville Zoning Code Section 17.12.020 is hereby amended to read as follows:

17.12.020 Fences, walls and screening

- A. **Applicability.** No fence shall hereafter be erected, constructed, altered or maintained except as provided by this section. The requirements of this section shall apply to all fences and walls in all districts, excluding the walls of any building, and shall apply regardless of the construction material used.

- B. **Sight Distance Area.** No fence shall obstruct the required sight distance area for an intersection as shown in Figure 17.12.020-1. Fences may be erected up to 42 inches in height within the sight distance area provided that the fence is an open fence that is no more than 50% solid. Fences over 30 inches in height, within the sight distance area shall require administrative review and approval by the Planning Division through a development review permit to confirm the open fence requirement is met and that the increased height does not create a danger to public health, safety, and general welfare.

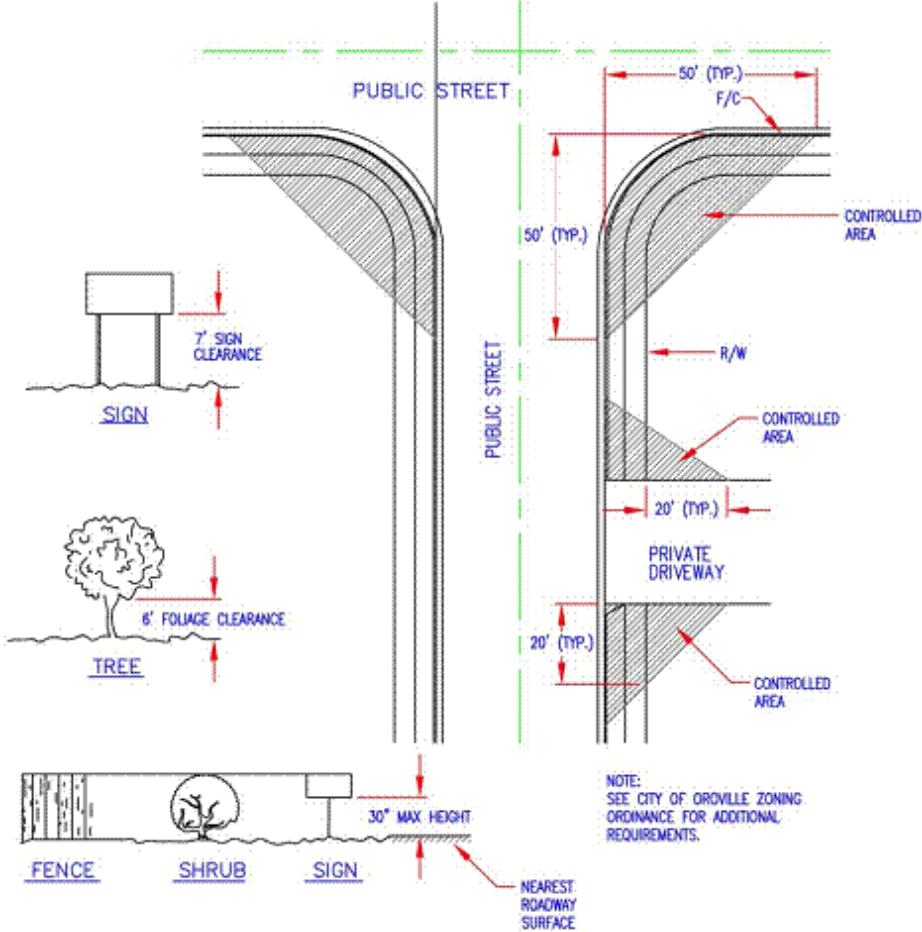


Figure 17.12.020-1: Sight Distance Area

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.

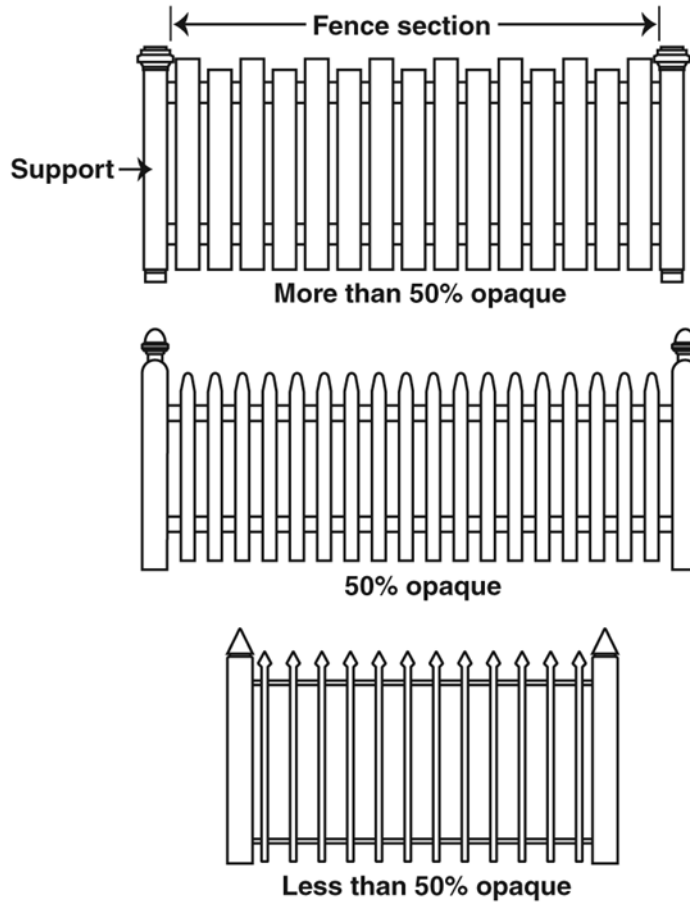


Figure 17.12.020-5: Fence Opacity

- C. **Fence Height Measurement.** Exceptions to the standards of this section may be granted by the Planning Commission if warranted for safeguarding the public health, safety and welfare.

1. The height of a fence at any point shall be measured from the base of the fence directly below that point. If a retaining wall is combined with a fence or wall, the combined height may reach a maximum height of 11 feet above grade (7 foot maximum fence with a 4 foot maximum retaining wall) along the streetside and rear property lines without a building permit, as shown in Figure 17.12.020-2.

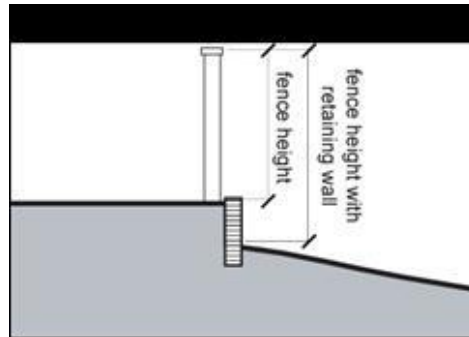


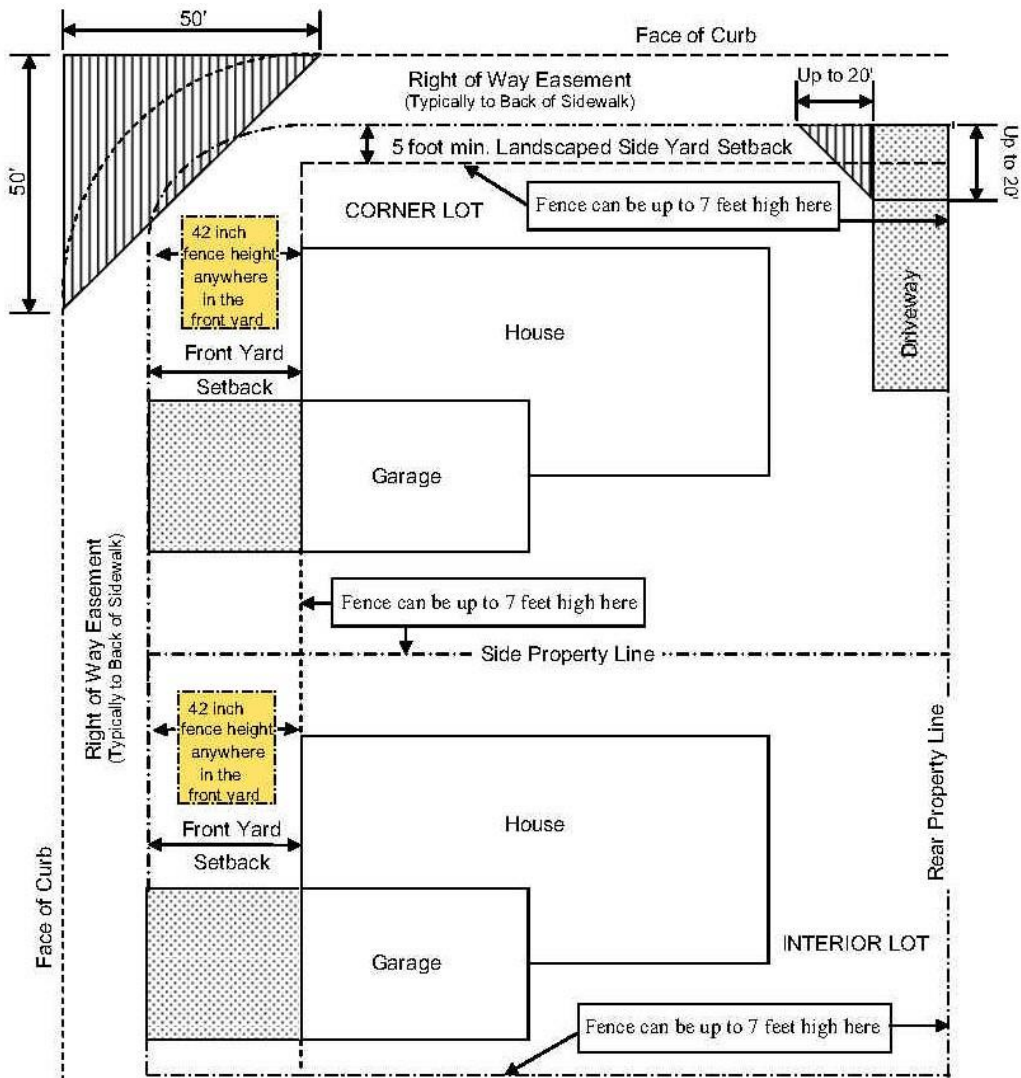
Figure 17.12.020-2: Fence Height Measurement

- D. **Public Areas.** Fences that enclose school grounds, public playgrounds and parks, tennis courts, public swimming pools, museums, or other public areas may be erected to a height in excess of 7 feet, subject to development review.
 1. **Historic Areas, Designated Landmarks, Museums, and Parks within the DH-O.** Fences that enclose parks and museums within the DH-O, designated landmarks, and other designated historic sites may be erected to a height in excess of 7 feet subject to design and material review by the Planning Commission acting as the Historic Advisory Commission. If the fence requires approval of the City Council, the Planning Commission's action shall only be advisory.
- E. **Swimming Pools.** Fencing shall be provided around all swimming pools, spas and similar areas, in accordance with the requirements of the city building code.
- F. **Nonresidential development.** Any nonresidential development shall meet the following fencing requirements:
 1. The site shall include a solid fence or decorative masonry wall along each property line abutting a residential district. The fence shall be between 6 and 7 feet tall
 2. Where a street separates the site from a property that is in a residential district, the site shall include one of the following along the property line that faces the street:
 - a. A solid fence or decorative masonry wall, between 6 and 7 feet tall, that is located behind any required planting area, and that has a decorative

- architectural treatment on any side facing a street, parking lot or adjoining residential district; or
- b. A planting area with evergreen landscaping that restricts visibility into the site. The planting area shall be installed and maintained in accordance with Section 17.12.050.
3. Loading areas shall be fenced and screened as provided in Section 17.12.080.
 4. Outdoor storage areas shall be fenced and screened as provided in Section 17.16.140.
 5. All mechanical, electrical and external communication equipment, including air conditioners, refrigeration units, satellite dishes and microwave towers, shall be screened from public view. Screening of roof-mounted equipment shall be architecturally integrated into the building design.
 6. A building permit is required for any fence over 7 feet in height.
- G. Residential and Mixed-Use Development.
1. In all residential districts, the height of a fence or wall is shown in Table 17.12.020-1, unless authorized in compliance with the requirements of this subsection (G). See also Figure 17.12.020-3 for details on placement and heights of fences and walls.

Table 17.12.020-1: Fences and Walls in Residential Districts

Location	Maximum Height
Within required front yard setback	42 inches ^[1]
Within interior side or rear yard setback	7 feet ^[2]
Within street side setback	42 inches ^[3]
Within a controlled area vision triangle	30 inches ^[4]
Outside of a required setback	7 feet ^[2]
<p>Notes:</p> <p>[1] Height can be increased above 42 inches to a maximum height of 7 feet if constructed outside of the required front yard or at the point equal to the building's front façade, whichever is less.</p> <p>[2] Height can be increased above 7 feet with a building permit.</p> <p>[3] Fences above 42 inches and to a maximum height of 7 feet without a building permit must be placed at least 5 feet behind property line, outside of any public right-of-way easement, and must be landscaped in this setback area.</p> <p>[4] See Figure 17.12.020-1 and Section 17.12.020(B)</p>	



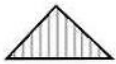
 Must conform to Visibility Triangle with 30-inch max fence and landscape requirement⁽¹⁾
42-inch max fence requirement within 20 foot Front Yard⁽¹⁾ and 5 foot Street Side Yard setback

Figure 17.12.020-3: Fence Height and Placement

2. Fences, walls, or combination of fence and wall within the required front setback area for the underlying zoning district shall not exceed 42 inches. If the fence, wall, or combination of fence and wall is constructed outside of the required front setback area, or at the point equal to the building's front façade, whichever is less, then the fence is allowed a maximum height of 7 feet.
 - a. For properties within the Downtown Historic Overlay (DH-O), the fence height shall not exceed 42 inches anywhere in the front yard. The front

yard shall be the area from the front property line to the point equal to the building's front façade.

3. A decorative arch, trellis, or other entry feature along a street frontage may exceed the height limit shown in Table 17.12.020-1. The decorative features shall be limited to 10 feet in width and 10 feet in height.

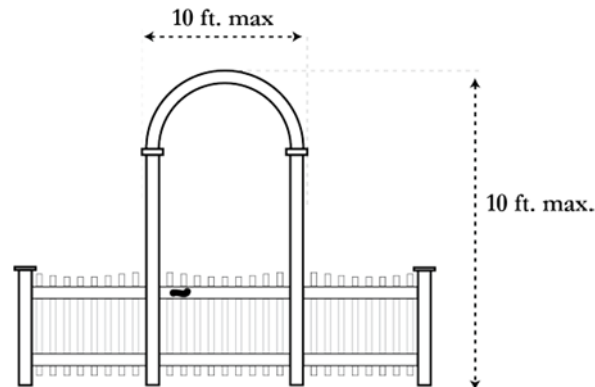


Figure 17.12.020-4: Decorative Features

4. All fences in residential districts greater than 42 inches in height constructed within the street side yard setback adjacent to a public street shall be set back at least 5 feet from any property line that abuts a public street. This setback area shall be landscaped in accordance with the requirements of Section 17.12.050.
5. All multiple family residential projects shall include a fence or decorative masonry wall along the rear and side property lines. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
6. For mixed-use development, the site shall include a solid fence or decorative masonry wall along each side and rear property line abutting a residential district. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
7. A building permit is required for any fence or wall over 7 feet in height.

H. Retaining Walls.

1. All retaining walls shall be constructed with split-face masonry, cast-in-place concrete, interlocking block or a similar material. Retaining walls shall not be constructed of wood.
2. Any retaining wall that is visible from a public street or public open space shall have a decorative architectural treatment on the wall face.
3. A building permit is required for any retaining wall over 4 feet in height.

I. Electric Fences.

1. In residential districts that have a minimum lot area of at least 20,000 square feet, electrically charged fences shall be permitted if they are necessary to contain livestock. Any electrically charged fence shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other districts, no electrically charged fences shall be permitted.

J. Barbed or Razor Wire. Fences may be constructed with sharp-pointed materials, such as barbed or razor wire, only as follows:

1. In residential districts that have a minimum lot area of at least 20,000 square feet, fences may be constructed with barbed or razor wire if they are necessary to control livestock. Any fence that is constructed with barbed or razor wire shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other residential districts, and on sites that abut a residential district or are separated by a street from a residential district, no fences may be constructed with barbed or razor wire.
3. In industrial districts, fences may be constructed with barbed or razor wire if the wire is at least 6 feet above grade.
4. In commercial and special purpose districts, fences may be constructed with barbed or razor wire only upon approval of a use permit. Before granting the use permit, the planning commission shall find, based on substantial evidence, that the barbed or razor wire is necessary in order to provide adequate security for the site and there is no reasonable alternative.

K. Temporary Fences. Nothing in this chapter shall be deemed to prohibit the erection of a temporary fence around construction projects in compliance with the California Building Code and other applicable provisions of the Oroville Municipal Code.

L. Permits. Permits shall be obtained for the erection, construction, alteration and maintenance of fences as specified in the city building code and this code section. (Ord. 1749 § 4; Ord. 1763 §§ 4, 5; Ord. 1819 § 3, 2017; Ord. 1820 § 2, 2017)

Section 3: Environmental Determination.

The Council finds that the adoption and implementation of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3)

Section 4: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 5: Effective Date.

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 17th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chuck Reynolds, Mayor

ATTEST:

FORM APPROVED:

Jackie Glover, Assistant City Clerk

Scott E. Huber, City Attorney

SECTION 17-12.020 FENCES, WALLS AND SCREENING

17-12.020 Fences, walls and screening

- A. **Applicability.** No fence shall hereafter be erected, constructed, altered or maintained except as provided by this section. The requirements of this section shall apply to all fences and walls in all districts, excluding the walls of any building, and shall apply regardless of the construction material used.
- B. **Sight Distance Area.** No fence shall obstruct the required sight distance area for an intersection as shown in Figure 17.12.020-1. Fences may be erected up to 42 inches in height within the sight distance area provided that the fence is an open fence that is no more than 50% solid. Fences over 30 inches in height, to a maximum height of 42 inches, within the sight distance area shall require administrative review and approval by the Planning Division through a development review permit to confirm the open fence requirement is met and that the increased height does not create a danger to public health, safety, and general welfare.

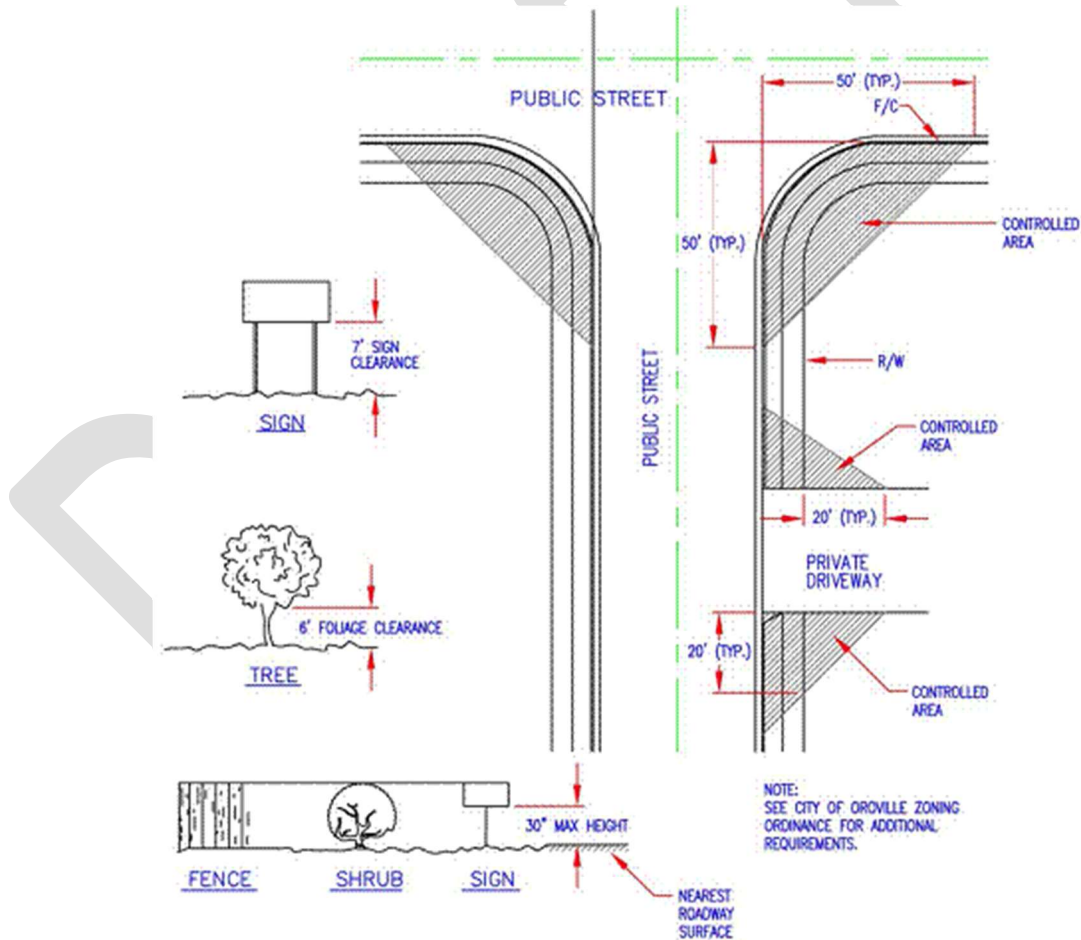


Figure 17.12.020-1: Sight Distance Area

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.

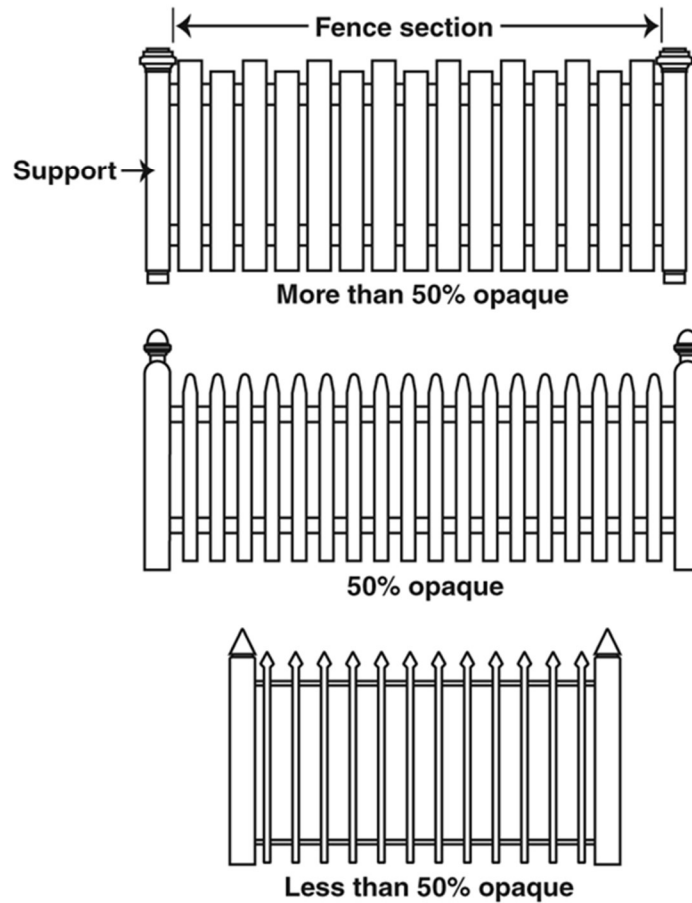


Figure 17.12.020-5: Fence Opacity

- C. **Fence Height Measurement.** Exceptions to the standards of this section may be granted by the Planning Commission if warranted for safeguarding the public health, safety and welfare.

1. The height of a fence at any point shall be measured from the base of the fence directly below that point. ~~If a fence is constructed atop a retaining wall, the fence's height shall be measured from the adjacent grade on the high side of wall. If a retaining wall is combined with a fence or wall, the combined height may reach a maximum height of 11 feet above grade (7 foot maximum fence with a 4 foot maximum retaining wall) along the streetside and rear property lines without a building permit,~~ as shown in Figure 17.12.020-2.

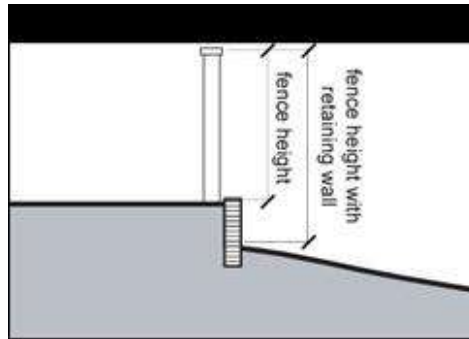


Figure 17.12.020-2: Fence Height [Measurement](#)

- D. **Public Areas.** Fences that enclose school grounds, public playgrounds [and parks](#), tennis courts, public swimming pools, [museums](#), or other public areas may be erected to a height in excess of [67](#) feet, subject to development review.
 1. [Historic Areas, Designated Landmarks, Museums, and Parks within the DH-O. Fences that enclose parks and museums within the DH-O, designated landmarks, and other designated historic sites may be erected to a height in excess of 7 feet subject to design and material review by the Planning Commission acting as the Historic Advisory Commission. If the fence requires approval of the City Council, the Planning Commission's action shall only be advisory.](#)
- E. **Swimming Pools.** Fencing shall be provided around all swimming pools, spas and similar areas, in accordance with the requirements of the city building code.
- F. **Nonresidential development.** Any nonresidential development shall meet the following fencing requirements:
 1. The site shall include a solid fence [or decorative masonry wall](#) along each property line abutting a residential district. The fence shall be between 6 and 7 feet tall
 2. Where a street separates the site from a property that is in a residential district, the site shall include one of the following along the property line that faces the street:
 - a. A solid fence [or decorative masonry wall](#), between 6 and 7 feet tall, that is located behind any required planting area, and that has a decorative architectural treatment on any side facing a street, parking lot or adjoining residential district; or
 - b. A planting area with evergreen landscaping that restricts visibility into the site. [The planting area shall be installed and maintained in accordance with Section 17.12.050.](#)

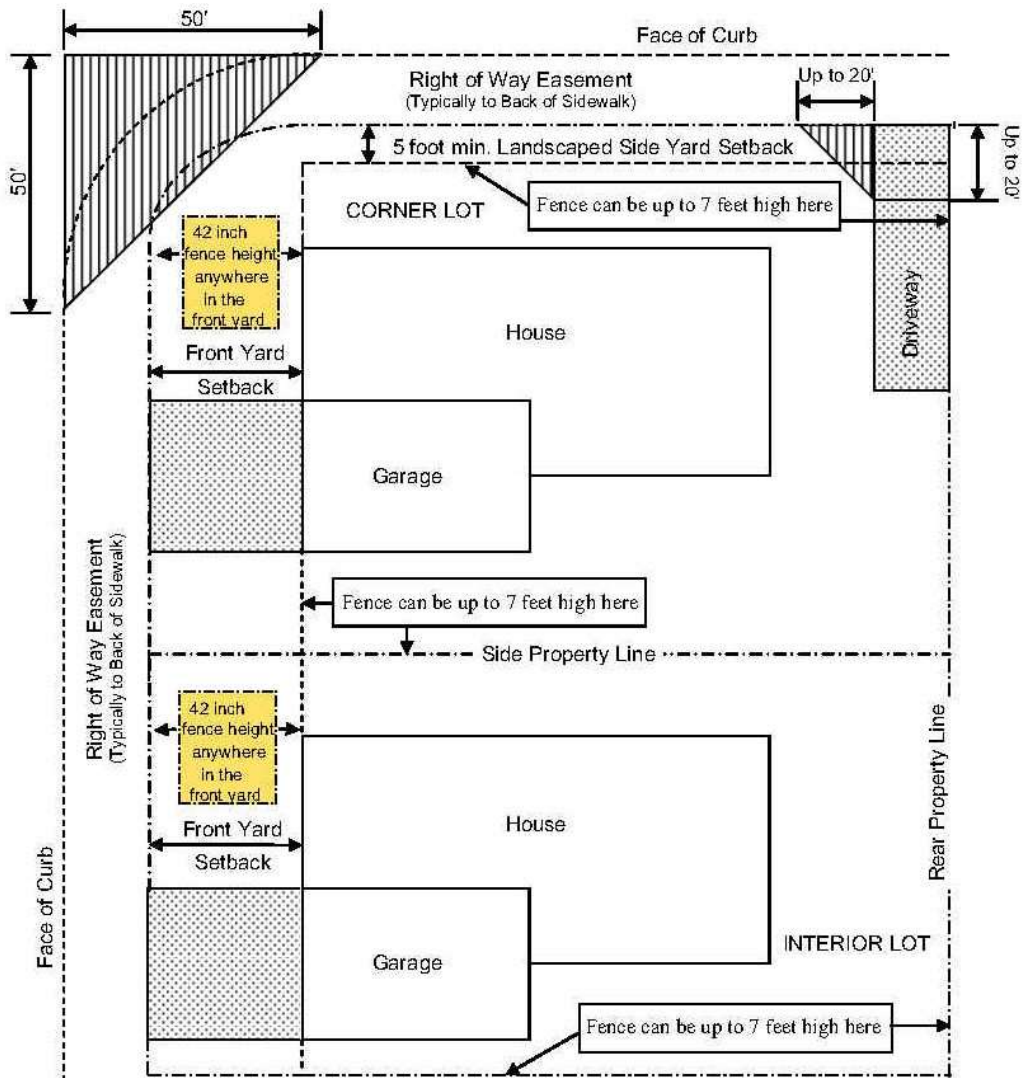
- 3. Loading areas shall be fenced and screened as provided in Section 17.12.080.
- 4. Outdoor storage areas shall be fenced and screened as provided in Section 17.16.140.
- 5. All mechanical, electrical and external communication equipment, including air conditioners, refrigeration units, satellite dishes and microwave towers, shall be screened from public view. Screening of roof-mounted equipment shall be architecturally integrated into the building design.
- 5.—A building permit is required for any fence over 7 feet in height.

G. Residential and Mixed-Use Development.

- 1. In all residential districts, the height of a fence or wall is shown in Table 17.12.020-1, unless authorized in compliance with the requirements of this subsection (G). See also Figure 17.12.020-3 for details on placement and heights of fences and walls.

Table 17.12.020-1: Fences and Walls in Residential Districts

<u>Location</u>	<u>Maximum Height</u>
<u>Within required front yard setback</u>	<u>42 inches^[1]</u>
<u>Within interior side or rear yard setback</u>	<u>7 feet^[2]</u>
<u>Within street side setback</u>	<u>42 inches^[3]</u>
<u>Within a controlled area vision triangle</u>	<u>30 inches^[4]</u>
<u>Outside of a required setback</u>	<u>7 feet^[2]</u>
<p><u>Notes:</u></p> <p><u>[1] Height can be increased above 42 inches to a maximum height of 7 feet if constructed outside of the required front yard or at the point equal to the building’s front façade, whichever is less.</u></p> <p><u>[2] Height can be increased above 7 feet with a building permit.</u></p> <p><u>[3] Fences above 42 inches and to a maximum height of 7 feet without a building permit must be placed at least 5 feet behind property line, outside of any public right-of-way easement, and must be landscaped in this setback area.</u></p> <p><u>[4] See Figure 17.12.020-1 and Section 17.12.020(B)</u></p>	




 Must conform to Visibility Triangle with 30-inch max fence and landscape requirement⁽¹⁾
 42-inch max fence requirement within 20 foot Front Yard⁽¹⁾ and 5 foot Street Side Yard setback

Figure 17.12.020-3: Fence Height and Placement

2. Fences, walls, or combination of fence and wall within the required front setback area for the underlying zoning district shall not exceed 42 inches. If the fence, wall, or combination of fence and wall is constructed outside of the required front setback area, or at the point equal to the building’s front façade, whichever is less, then the fence is allowed a maximum height of 7 feet.
 - a. For properties within the Downtown Historic Overlay (DH-O), the fence height shall not exceed 42 inches anywhere in the front yard. The front yard shall be the area from the front property line to the point equal to the building’s front façade.

3. A decorative arch, trellis, or other entry feature along a street frontage may exceed the height limit shown in Table 17.12.020-1. The decorative features shall be limited to 10 feet in width and 10 feet in height.

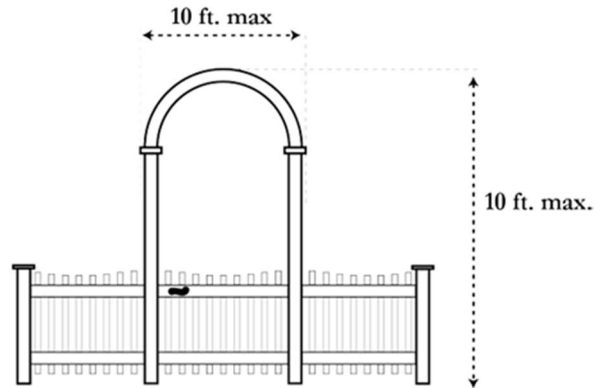


Figure 17.12.020-4: Decorative Features

4. All fences in residential districts greater than 42 inches in height constructed within the street side yard setback adjacent to a public street shall be set back at least 5 feet from any property line that abuts a public street. This setback area shall be landscaped in accordance with the requirements of Section 17.12.050.
- a. All multiple family residential and mixed-use projects shall be fenced along the rear prope
- 5.
6. All multiple family residential projects shall include a fence or decorative masonry wall along the rear and side property lines. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
- a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
6. For mixed-use development, the site shall include a solid fence or decorative masonry wall along each side and rear property line abutting a residential district. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
- a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- a.7. A building permit is required for any fence or wall over 7 feet in height.

H. Retaining Walls.

1. All retaining walls shall be constructed with split-face masonry, cast-in-place concrete, interlocking block or a similar material. Retaining walls shall not be constructed of wood.
2. Any retaining wall that is visible from a public street or public open space shall have a decorative architectural treatment on the wall face.
3. A building permit is required for any retaining wall over 4 feet in height.

I. **Electric Fences.**

1. In residential districts that have a minimum lot area of at least 20,000 square feet, electrically charged fences shall be permitted if they are necessary to contain livestock. Any electrically charged fence shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other districts, no electrically charged fences shall be permitted.

J. **Barbed or Razor Wire.** Fences may be constructed with sharp-pointed materials, such as barbed or razor wire, only as follows:

1. In residential districts that have a minimum lot area of at least 20,000 square feet, fences may be constructed with barbed or razor wire if they are necessary to control livestock. Any fence that is constructed with barbed or razor wire shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other residential districts, and on sites that abut a residential district or are separated by a street from a residential district, no fences may be constructed with barbed or razor wire.
3. In industrial districts, fences may be constructed with barbed or razor wire if the wire is at least 6 feet above grade.
4. In commercial and special purpose districts, fences may be constructed with barbed or razor wire only upon approval of a use permit. Before granting the use permit, the planning commission shall find, based on substantial evidence, that the barbed or razor wire is necessary in order to provide adequate security for the site and there is no reasonable alternative.

4.—**Temporary Fences.** Nothing in this chapter shall be deemed to prohibit the erection of a temporary fence around construction projects in compliance with the California Building Code and other applicable provisions of the Oroville Municipal Code.

K. **Permits.** Permits shall be obtained for the erection, construction, alteration and maintenance of fences as specified in the city building code and this code section. (Ord. 1749 § 4; Ord. 1763 §§ 4, 5; Ord. 1819 § 3, 2017; Ord. 1820 § 2, 2017)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: PUBLIC HEARING 2022 COMMUNITY DEVELOPMENT BLOCK
GRANT APPLICATION

DATE: MAY 17, 2022

SUMMARY

The Council will conduct a public hearing to discuss the 2022 Community Development Block Grant (CDBG) Program funding, CDBG Program Income, and to solicit input and comments from the citizens of Oroville.

DISCUSSION

The State Department of Housing and Community Development (HCD) announced on April 19, 2022, that the 2022 Notice of Funding Availability (NOFA) was released with approximately \$30 million in federal funds. CDBG funds are provided as grants to non-entitlement jurisdictions. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, suitable living environment, and to expand economic opportunities, principally for the benefit of low-and moderate-income (LMI) persons, families, households and neighborhoods. LMI is defined as neighborhoods, families, households and individuals whose income does not exceed 80 percent of the county median income. The most significant change to this NOFA cycle is:

The Department will not accept any new Community Development (CD) OTC capital improvement project applications for the 2022 funding round. As part of the CDBG Redesign, the Department implemented OTC applications for capital improvements Projects for Multi-family housing, infrastructure, and public facilities in the 2019-2020 NOFA. The solicitation was oversubscribed and, in response to stakeholder feedback, those applications that were not funded were placed on a waitlist. The Department will continue to fund down the existing waitlist of shovel-ready project through the 2022 program year.

Grants must meet one of the three national objectives:

1. Benefit to low-to Moderate-income (LMI) persons
2. Slums and Blight on an area basis (SBA) or on a spot basis (SBS)
3. Urgent need. None will be accepted with this NOFA without prior Dept. approval

The maximum total grant award for Community Development for each jurisdiction is \$1.5 million. Program Income is not included in either the activity or jurisdiction award limits. Each jurisdiction will submit one application per activity. Each jurisdiction can submit up to three (3) applications. There are no Combo programs and each activity are a stand-alone with a discrete budget and scope of work. Each activity will have a stand-alone Standard Agreement.

Housing Activities

- A single-family Housing Rehabilitation Program 1-4 units- up to \$500,000 (City not eligible due to 50% expenditure rule)
- Homeownership Assistance Program- up to \$500,000 (City not eligible due to 50% expenditure rule)

Non-Housing Community Development Activities

- Public Services – up to \$500,000 (neither Youth Services nor Domestic Violence Services are eligible due to 50% expenditure rule)
- Planning & Technical Assistance-up to \$250,000

Economic Development Activities

Maximum total grant award limit is \$1.5 million, including all activities except ED OTC, Colonias and Native American Set asides.

Competitive Applications

- Business Assistance and Micro-Enterprise Assistance -up to \$750,000

OTC Applications

- Public Infrastructure In-Support of Businesses -up to \$1.5 million

Activities may include projects or programs related to the major categories listed previously. The City of Oroville may use unanticipated CDBG Program Income for supplementing potential activities that meet a National Objective through proposed current and pending general and economic development grants.

The State requires this public hearing process to provide citizens with an opportunity to make comments and ask questions regarding the availability of funding for potential grant activities. Discussions and information received from the public hearing will be

taken into consideration when determining which grant activities should be pursued for a given fiscal year.

FISCAL IMPACT

none

RECOMMENDATION

Open the public hearing to discuss the 2020 Community Development Block Grant Program and solicit public input and comments.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS
FROM: BILL LAGRONE, CITY ADMINISTRATOR
RE: TIME OF COUNCIL MEETINGS AND PUBLIC HEARINGS
DATE: MAY 17, 2022

SUMMARY

The Council will consider the time of Council meetings and beginning time for Public Hearings

DISCUSSION

The City of Oroville currently meets on the first and third Tuesday of each month. The Charter requires the City Council to meet at 8:00 pm on the first Tuesday in January after a General election. There is no other requirement for the time of the meetings. It is not uncommon for local government to conduct daytime meetings an example would be the Board of Supervisors meets on Tuesdays starting at 9:00 am.

It is the prerogative of the Council what time the meetings are conducted. The Council may set time of the meeting. This issue was previously discussed, from that discussion the Council set the time of Public Hearings to begin no sooner than 5:15 pm. This time can be changed or eliminated if the Council provides that direction.

FISCAL IMPACT:

None currently.

RECOMMENDATION:

Provide Staff Direction



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: REASSIGNMENT OF EXCLUSIVE ECONOMIC DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC

DATE: MAY 17, 2022

SUMMARY

The Council will consider the reassignment of the Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project.

DISCUSSION

For several years, the Oroville Redevelopment Agency and City Council have sought to rejuvenate the area adjacent the Highway 70 Montgomery Street on/off-ramp, commonly referred to as the Gateway site. At the April 6, 2021, meeting of the Oroville City Council a presentation from Mark Mendez was heard by the Council. Council directed staff to continue to work with Mendez and return to Council with a completed agreement for the Council to review and potentially approve.

In June of 2012, the City of Oroville and Snyder Commercial Real Estate, LLC entered into a two-phased development agreement for the Gateway site. Unfortunately, due to economic down turns and other project impediments the agreement was never acted upon. To reassign the original agreement, it was necessary to entered into an agreement for payment of \$10,000 with Snyder Commercial Real Estate, LLC. This development project includes the following properties and parties.

1. Site and Parcel details
 - a. APN: 012-060-001, APN: 012-060-002
APN: 035-290-039, APN: 035-290-003

2. Parties to the Agreement
 - a. Developer – CMG Project 1200 LLC
 - b. City – City of Oroville

3. Disposition of the Sites

City agrees to sell, and the developer to purchase for development, the Site for a nominal amount. However, the Site will be assessed for property tax purposes as the value which is established by the Butte County Assessor's Office.

The City has communicated to the Developer the desire for the Gateway project to include a high-quality hotel, several restaurant pads, along with a mix of commercial and retail space. This private-public partnership typifies the method by which future capital investments will deliver long-term infrastructure assets and related services for our community.

If the reassignment of this agreement is granted by Council, staff will return at the next Council meeting with mutually agreed upon amendments to make the agreement financially feasible for both parties.

FISCAL IMPACT

None at this time

RECOMMENDATIONS

Adopt Resolution No. 9045 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO REASSIGN DEVELOPMENT AGREEMENT WITH SNYDER COMMERCIAL REAL ESTATE FOR THE DEVELOPMENT OF THE GATEWAY PROJECT TO CMG Project 1200, LLC – (Agreement No. 2070-1).

ATTACHMENTS

Resolution No. 9045
 Agreement No. 2070
 Agreement Amendment No. 1
 Certificate of Status
 Gateway Property Map
 Gateway Property Proposed Map

CITY OF OROVILLE
RESOLUTION NO. 7931

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MASTER DISPOSITION AND DEVELOPMENT AGREEMENT WITH SNYDER COMMERCIAL REAL ESTATE FOR THE DEVELOPMENT OF THE GATEWAY PROJECT

(Agreement No. 2070)

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

1. The Mayor is hereby authorized and directed to execute a Master Disposition and Development Agreement with Snyder Commercial Real Estate, LLC, for the development of the Gateway Project. A copy of the Agreement is attached to this Resolution.
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 June 5, 2012 by the following vote:

AYES: Council Members Andoe, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: Council Member Berry

ABSTAIN: None

ABSENT: None

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

G. Harold Duffey,
City Clerk

MASTER
DISPOSITION AND DEVELOPMENT AGREEMENT
By and Between
CITY OF OROVILLE

and

SNYDER COMMERCIAL REAL ESTATE, INC.

{SEH/00020284.3}

MASTER
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the 5th day of June, 2012, by and between the CITY OF OROVILLE (the "City") and Snyder Commercial Real Estate, Inc., a California Corporation (the "Developer"). The City and the Developer agree as follows:

I. §100 SUBJECT OF AGREEMENT

§101 Purpose of This Agreement

The purpose of this Agreement is to dispose of certain real property (the "Site") in a manner that complies with ABx1 26, the legislation which eliminated redevelopment agencies throughout California. This Agreement is intended to serve as the master disposition and development agreement for the Site. The development of the Site shall consist of hotel, restaurant, retail and office uses pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Oroville, California (the "City"), and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements, as well as for the benefit of the other tax revenue receiving public agencies .

§102 The Site and Parcels

The Site is that portion of the Project Area shown on the Map of the Site (Attachment No. 1) and is more particularly described in the Legal Description of the Site (Attachment No. 2). Within the Site, there will be Parcels 1, 2, 3, and 4 (collectively the "Parcels") after the Site is subdivided substantially as shown in Attachment No. 3. Parcel 1 shall be Phase One Development Parcels under this Agreement. Any parcels not included as Phase One Development Parcels shall hereafter be referred to as Phase Two Parcels.

§103 Parties to This Agreement

Parties to this Agreement are defined in Sections 104 and 105.

§104 The City

The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.). The office of the City is located at 1735 Montgomery Street, Oroville, California. "City," as used in this Agreement, includes the Successor Agency to the Oroville Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

{SEH/00020284.3}

Correspondence shall be mailed to:

City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, CA 95965-4897
Phone Number: (530)538-2535
Fax Number: (530)538-2468

§105 The Developer

1. The Developer shall be Snyder Commercial Real Estate, Inc., a California Corporation. The principal office of the Developer is located at 9719 Lincoln Village Dr., Suite 505, Sacramento, CA 95827. Wherever the term “Developer” is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

Correspondence shall be mailed to:

[[[NAME]]]
Snyder Commercial Real Estate, Inc.
9719 Lincoln Village Dr., Suite 505
Sacramento, CA 95827

2. The qualifications and identity of the Developer are of particular concern to the City and the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the City pursuant to Section 511 hereof if there is any significant change (voluntary or involuntary) in the ownership, management or control of the Developer without the prior written consent of the City.

3. The Developer may serve as both the land development entity and as a vertical developer. The City and Developer acknowledge that the Developer may, consistent with this Agreement, develop and market the hotel, restaurant, office and/or retail uses on the Parcels or Developer may sell the Parcels within the Site, only as contained in this Agreement and with the prior written approval of the City.

§106 Letter of Credit

The Developer shall, prior to or simultaneously with the execution of this Agreement by the City, deliver to the City an unconditional and irrevocable letter of credit, in favor of the City, from a bank authorized to do business in California, in form and substance

satisfactory to the City in the amount of \$100,000. The Letter of Credit shall act as security to the City for completion of pre-construction activities.

In the event of termination of this Agreement by the City as provided in Section 510 hereof, the funds secured through the Letter of Credit shall be retained by the City as liquidated damages as provided therein.

Upon termination of this Agreement by the Developer as provided in Section 509 hereof, the City shall waive its interest in the Letter of Credit as provided therein.

If the Developer is in default with respect to any provision of this Agreement, the City may, but shall have no obligation to, use the funds secured through the Letter of Credit to cure such default or to compensate the City for any expense or damage sustained by the City resulting from such default. If this Agreement has not been terminated as a result of such default, the Developer, on written demand from the City, shall promptly restore such Letter of Credit to the full amount required by this Section.

If this Agreement has not been cancelled or terminated, the City shall waive all claims to the funds secured through the Letter of Credit to the Developer upon completion of the improvements and development of Phase One Development Parcels for which a final Certificate of Completion has been issued by the City pursuant to Section 323 hereof.

§200 DISPOSITION OF THE SITE

§201 Sale and Purchase

The City agrees to sell, and the Developer agrees to purchase for development, the Site for the One Dollar. However, the Site will be assessed for property tax purposes as the value which is established by an appraisal to be conducted by the City concurrently with this Agreement.

The obligation of the City to sell the Site is contingent upon the City obtaining all approvals required by the Oversight Board, California Department of Finance, and any other public agency which is required by law to approve the transaction prior to the sale.

§202 Escrow

The City agrees to open an escrow with Bidwell Title and Escrow Company, or any other escrow company approved by the City and the Developer, as escrow agent (the "Escrow Agent") with _____ as escrow officer, at 500 Wall Street, Chico, California, contact number (530) 894-2612, within the time established in the Schedule of Performance (Attachment No. 4). This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the

Escrow Agent upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The Developer shall deposit with the Escrow Agent the Purchase Prices for Phase One Development Parcels in accordance with the provisions of Section 207 of this Agreement.

The Developer shall also pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

1. One-half (1/2) of the escrow fee; and
2. The portion of the premium for the title insurance policy or special endorsements to be paid by the Developer as set forth in Section 208 of this Agreement.

The City shall timely and properly execute, acknowledge and deliver grant deeds conveying to the Developer the Site in accordance with the requirements of Section 204 of this Agreement, together with an estoppel certificate certifying that the Developer has completed all acts (except deposit of the Purchase Prices) necessary to entitle the Developer to such conveyance, if such be the fact.

The City shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the City of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

1. Costs necessary to place the titles to the Site in the condition for conveyance required by the provisions of this Agreement;
2. One-half (1/2) of the escrow fee;
3. Cost of drawing the deeds;
4. Recording fees;
5. Notary fees; and
6. The premium for an A.L.T.A. standard title insurance owners policies to be paid by the City as set forth in Section 208 of this Agreement;
7. Ad valorem taxes, if any, for any time prior to conveyance of title; and
8. Any state, county or city documentary transfer tax.

Upon delivery of the deeds to the Escrow Agent by the City pursuant to Section 206 of this Agreement, the Escrow Agent shall record such deed when title can be vested in the Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law.

The Escrow Agent is authorized to:

1. Pay and charge the City and the Developer, respectively, for any fees, charges and costs payable under this Section. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow;
2. Disburse funds and deliver the deeds and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer; and
3. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.

If this escrow is not in condition to close before the time for conveyance established in Section 203 of this Agreement, either party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement in the manner set forth in Section 509 or 510 hereof, as the case may be, and demand the return of its monies, papers or documents. Thereupon all obligations and liabilities of the parties under this Agreement shall cease and terminate in the manner set forth in Section 509 or 510 hereof, as the case may be. If neither the City nor the Developer shall have fully performed the acts to be performed before the time for conveyance established in Section 204, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the ten (10) day period, the Escrow Agent is authorized to hold all monies, papers and documents with respect to the Phase One Development Parcels until instructed in writing by both the City and the Developer or upon failure thereof by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon

as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands and communications between the City and the Developer

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 202 to 209, inclusive, of this Agreement.

Neither the City nor the Developer shall be liable, and shall hold each other harmless for any real estate commissions or brokerage fees that may arise from this Agreement. The City and the Developer each represent that neither has engaged any broker, agent or finder in connection with this transaction.

§203 Conditions Precedent before Conveyance of Title, Delivery of Possession and Close of Escrow.

After satisfaction of actions set forth in the Schedule of Performance (Attachment No. 4) as conditions precedent, City shall close escrow and convey the Site to the Developer. Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred in accordance with the Schedule of Performance (Attachment No. 4), and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site shall be completed on or prior to the date specified in the Schedule of Performance (Attachment No. 4). The City and the Developer agree to perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 213 of this Agreement. The Developer shall accept title and possession on or before said date.

§204 Form of Deeds

The City shall convey to the Developer title to the Site in the condition provided in Section 205 of this Agreement by grant deeds in substantially the form set forth in Attachment No. 6.

§205 Condition of Title

Within the times set forth in the Schedule of Performance (Attachment No. 4), the City shall submit a Preliminary Title Report for the Site to the Developer for approval. The Developer shall approve or disapprove the Preliminary Title Report within fifteen (15) days from the time of receipt. Failure by the Developer to either approve or disapprove the conditions of title within such time shall be deemed an approval. If the condition of title is not acceptable to the Developer, the City shall have thirty (30) days to eliminate exceptions to title. If the City is unable to eliminate exceptions to title, the Developer may, either terminate this Agreement pursuant to Section 509, or accept the conditions of title.

The City shall convey to the Developer fee simple title to the Site free and clear of all recorded liens, encumbrances, assessments, leases and taxes except as are consistent with this Agreement and as approved by the Developer pursuant to this Section.

§206 Time for and Place of Delivery of Deeds

Subject to any mutually agreed upon extensions of time, the City shall deposit the grant deeds for the Site with the Escrow Agent on or before the date established for the conveyance in the Schedule of Performance (Attachment No. 4).

§207 Payment of the Purchase Prices and Recordation of Deeds

The Developer shall deposit the Purchase Prices for the Site, and other sums required hereunder with the Escrow Agent prior to the date for conveyance thereof, provided that the Escrow Agent shall have notified the Developer in writing that the grant deeds, properly executed and acknowledged by the City, have been delivered to the Escrow Agent and that titles are in condition to be conveyed in conformity with the provisions of Section 205 of this Agreement. Upon the close of escrow, the Escrow Agent shall file the grant deeds for recordation among the land records in the Office of the County Recorder for Butte County, shall deliver the Purchase Prices and other required sums to the City and shall deliver to the Developer title insurance policies insuring titles in conformity with this Agreement.

§208 Title Insurance

Concurrently with recordation of the grant deeds, Bidwell Title Company (“Title Company”), shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that title is vested in the Developer in the condition required by Section 205 of this Agreement. The Title Company shall provide the City with copies of the title insurance policies, and the title insurance policies shall be in the amounts of the Purchase Price of the Site.

The City shall pay only for that portion of the title insurance premium attributable to each A.L.T.A. standard owners form policy of title insurance in the amounts of the respective

purchase prices for the Site. The Developer shall pay for all other premiums for title insurance coverage or special endorsements.

Concurrently with the recording of the grant deeds conveying title to the Site, the Title Company shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer's estimated development costs of the improvements to be constructed upon the Site. The Developer shall pay the entire premiums for any such increase in coverages requested by it.

§209 Taxes and Assessments

Ad valorem taxes and assessments on the Site, if any, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing prior to conveyance of title shall be borne by the City. All such ad valorem taxes and assessments levied or imposed for any period commencing after closing of the escrow shall be paid by the Developer.

§210 Conveyance Free of Possession

Except as otherwise provided in the Scope of Development (Attachment No.6), the Site shall be conveyed free of any possession or right of possession by any person except that of the Developer and the easements of record.

§211 Inspections; Conditions of the Parcels

1. Inspections

The City has previously conducted a Phase I Environmental Study of a portion of the Site and has provided a copy of the subject environmental study to the Developer. No further analysis or studies of the Site shall be required by City. The Developer shall have the right to conduct inspections of the the Site in accordance with this Section of the Agreement.

2. "As Is"

The Developer agrees it will rely solely on its own investigation of the Site and agrees to purchase the Parcels "as is," in their current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials (as defined herein) thereon or therein and any other matters affecting the Phase One Development Parcels.

It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the soil conditions of the Site and the suitability of such soil conditions for the improvements to be constructed by the Developer. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Site will be put, then it is

the sole responsibility and obligation of the Developer to take such action as may be necessary to place the soil conditions of the Site in a condition suitable for development of the Site.

3. Developer Indemnity

The Developer agrees, from and after the date of recording of the grant deeds conveying title to the Site from the City to the Developer or the commencement of any work on the Parcels by the Developer under this Agreement, to defend, indemnify, protect and hold harmless the City and their officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns (“Indemnitees”) from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys’ fees and experts’ and consultants’ fees), whenever arising, unless caused in whole or in part by any of the Indemnitees, resulting from or in connection with the Developer’s financing, planning or construction activities under this Agreement or with Developer’s actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Site (collectively referred to as “Contamination”). The Developer’s defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at the Developer’s sole cost.

4. Release and Waiver

The Developer hereby releases and waives all rights, causes of action and claims the Developer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Site, unless the presence of such Hazardous Materials at, on, in, beneath or from the Parcels is caused in whole or in part by any of the Indemnitees. In furtherance of the intentions set forth herein, Developer acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The Developer hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section.

5. Definitions

a. As used in this Agreement, the term “Environmental Response Actions” means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by the Developer or the City.

b. As used in this Agreement, the term “Environmental Response Costs” means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

c. As used in this Agreement, the term “Hazardous Materials” means any substance, material or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “pollutant” or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

6. Materiality

The Developer acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of the Developer for the benefit of the City set forth in this Agreement are a material element of the consideration to the City for the performance of its obligations under this Agreement, and that the City would not have entered into this Agreement unless the Developer’s obligations were as provided for herein. The Developer further acknowledges and agrees that the provisions of this Section which extend representations, warranties, indemnifications, and/or covenants of the Developer to the benefit of the City or the City shall not be satisfied, waived or otherwise extinguished by City’s issuance of any Certification of Completion under Section 322 of this Agreement.

§212 Zoning and Subdivision of the Parcels

The Developer, at its sole cost and expense, shall use its best efforts to secure all required environmental, land use, planning (zoning), subdivision, design and building approvals/entitlements (including building permit) from the City of Oroville or other governmental entities for the development of the Site in accordance with the Schedule of Performance (Attachment No. 4).

§213 Preliminary Work by the Developer

Developer shall have forty-five (45) days from the date of this Agreement to conduct tests, surveys, and investigations on the Site (Due Diligence Period).

Based on such tests, surveys or investigations, if the Developer reasonably determines during the Due Diligence Period that the development of the Site is infeasible under this Agreement, Developer may elect to terminate this Agreement. Thereafter, City shall waive any claim to the funds secured by the Letter of Credit. The Developer shall hold the City harmless from any injury or damages arising out of any activity pursuant to this section. The Developer shall have access to all data and information on the Parcels available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information.

Any preliminary work undertaken on the Parcels by the Developer prior to conveyance of title thereto shall be done only after written consent of the City and at the sole expense of the Developer. The Developer shall save and protect the City against any claims resulting from such preliminary work, access or use of the Parcels. Copies of data, surveys and tests obtained or made by the Developer on the Parcels shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies and prior written approval of City, which approval shall not be unreasonably withheld.

§214 Submission of Evidence of Equity Capital and Mortgage Financing

If the Developer or any subsequent assignee under this Agreement finances the acquisition and development of the Parcels and related activities, such financing shall be subject to the approval of the City, which approval shall not be unreasonably withheld by City.

No later than the time specified in the Schedule of Performance (Attachment No. 4), the Developer or any subsequent assignee shall submit to the City a financing plan with evidence satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for acquisition and development of the Site consistent with the Scope of Development (Attachment No. 6).

§300 DEVELOPMENT OF THE SITE

§301 Development of the Site by the Developer shall be in accordance with Sections 300 to 325.

§302 Scope of Development

The Site shall be developed as provided in the Scope of Development (Attachment No. 6). The Initial Development Improvements shall consist of the following: the hotel, one (1) full table service restaurant, one (1) retail/office building and related off-site and on-site improvements as described in the Scope of Development (Attachment No. 6).

§303 Preliminary Plans

Within the time set forth in the Schedule of Performance (Attachment No. 4), the Developer shall prepare and submit to the City for review and written approval preliminary construction plans, drawings and related documents including landscaping and grading plans (“Preliminary Plans”) containing the overall plan for development of Initial Development Improvements. The Preliminary Plans shall conform to this Agreement, including the Scope of Development (Attachment No. 6) and any presentation materials or site plans approved by the City at the time of execution of this Agreement, which approval shall not be unreasonable withheld. The City shall approve or disapprove the Preliminary Plans within the time established in the Schedule of Performance. Failure by the City to either approve or disapprove within such time shall be deemed an approval. Any disapproval by the City shall state in writing the reasons for disapproval.

Phase One Development Parcels shall be developed as generally established in the Conceptual Plan, attached as Exhibit A to the Scope of Development (Attachment No. 6) and related documents except as changes may be mutually agreed upon between the Developer and the City. Any such changes shall be within the limitations of the Scope of Development (Attachment No.6).

§304 Final Plans

Within the time set forth in the Schedule of Performance (Attachment No. 4), the Developer shall prepare and submit to the City for review and written approval construction plans, drawings and related documents including landscaping and grading plans (“Final Plans”) for development of the Initial Development Improvements consistent with the approved Preliminary Plans. Final Plans are hereby defined as those in sufficient detail to obtain a building permit for construction of the Initial Development Improvements.

During the preparation of all drawings and plans for Initial Development Improvements, City staff and the Developer shall hold regular progress meetings to coordinate the preparation of, submission to and review of plans and related documents by the City. The City and the Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to the City can receive prompt and speedy consideration.

§305 City Approval of Plans and Related Documents

Subject to the terms of this Agreement, for each building on the Site, the City shall have the right of architectural and site planning review of all plans, including any changes therein. The Developer shall also submit plans and submissions for architectural and site planning review to the City, and shall obtain any architectural and site planning review required by any other agency, including the City Design Review Committee as applicable within the times required hereunder for review of such plans and submissions and changes therein by the City.

The City shall approve or disapprove the plans, and related documents referred to in Section 304 of this Agreement within the times established in the Schedule of Performance (Attachment No. 4). Failure by the City to either approve or disapprove within the times established in the Schedule of Performance shall not be deemed an approval. Any disapproval by the City shall state in writing the reasons for disapproval and the changes that the City requests be made. Such reasons and such changes shall be consistent with the Scope of Development (Attachment No. 6) and any items previously approved or deemed approved hereunder by the City. The Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such plans, and related documents and resubmit them to the City as soon as possible after receipt of the notice of disapproval, provided that in no case shall the City be entitled to require changes inconsistent with the Scope of Development (Attachment No. 6) and any previously approved items. The City shall approve or disapprove resubmitted plans and documents within fifteen (15) days after receipt thereof.

If the Developer desires to make any substantial change in the Final Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Final Plans, as modified by the proposed change, conform to the requirements of Section 304 of this Agreement, the approvals previously granted by the City under this Section and the Scope of Development (Attachment No. 6), the City shall approve the proposed change and notify the Developer in writing within thirty (30) days after submission to the City.

Such change in the Final Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice thereof by the City to the Developer setting forth in detail the reasons therefor, and such rejection shall be made within said thirty (30) day period.

§306 Cost of Construction

The costs of developing and constructing all improvements on the Site as indicated in the Scope of Development (Attachment No. 6) shall be borne by the Developer unless otherwise specifically set forth in section 325 of this Agreement.

§307 Construction Schedule

After the conveyance of title to the Site, the Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the improvements and the development of the Initial Development Improvements in accordance with the Scope of Development (Attachment No. 6). The Developer shall begin and complete all construction and development within the times specified in the Schedule of Performance (Attachment No. 4) or such reasonable extension of said dates as may be granted by the City or as provided in Section 604 of this Agreement. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the City.

During the period of construction, the Developer shall submit to the City a written progress report of the construction every sixty (60) days. The report shall be in such form and detail as may reasonably be required by the City and shall include a reasonable number of construction photographs taken since the last report submitted by the Developer.

§308 Bodily Injury, Property Damage and Workers' Compensation Insurance

Prior to the commencement of construction on the Site, the Developer or its contractors shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS (\$1,000,000) for any person, ONE MILLION DOLLARS (\$1,000,000) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) property damage, naming the City as an additional insured. The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on each parcel carries workers' compensation insurance as required by law. The obligations set forth in this Section shall remain in effect until a final Certificate of Completion has been issued covering each parcel as hereinafter provided in Section 323.

§309 City and Other Governmental Permits

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site (unless such construction, development or work is to be commenced before the conveyance of title as approved by the City), the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City and/or any other governmental entity affected by such construction, development or work pursuant to this Agreement.

§310 Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the Executive Director of the City. The City shall indemnify the Developer and hold it harmless from any damage caused or liability arising solely out of this right to access.

§311 Local, State and Federal Laws

The Developer shall carry out the construction of the improvements on the Site in conformity with all applicable laws, including all applicable federal and state labor standards.

§312 Anti-discrimination During Construction

The Developer, for itself and its successors and assigns, agrees that in the construction of the improvements under this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

§313 Responsibilities of the City

The City, without expense to the Developer or assessment or claim against the Site, shall perform all work specified to be performed by it herein and in the Scope of Development (Attachment No. 6) within the times specified in the Schedule of Performance (Attachment No. 4).

§314 Taxes, Assessments, Encumbrances and Liens

The Developer shall pay, when due, all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title to or delivery of possession. Prior to the issuance of a Certificate of Completion, the Developer shall not place or allow to be placed on the Site any mortgage, trust deed, encumbrance or lien unauthorized by this Agreement. The Developer shall remove or have removed any levy or attachment made on the the Site (or any portion thereof), or shall assure the satisfaction thereof, within a reasonable time; provided, however, nothing herein shall preclude Developer from challenging any mechanic's liens. The Developer shall not contest the validity or amounts of any real property tax relating to the Site.

§315 Prohibition Against Transfer of Parcels, the Buildings or Structures Thereon and Assignment of Agreement

After conveyance of title to the Site and prior to the issuance by the City of a Certificate of Completion pursuant to Section 323, the Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the City, which approval shall not be withheld if the transfer, conveyance, assignment or lease is determined by the City to be an entity equal to the Developer in experience and financial ability. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion for the Site. This prohibition shall not be deemed to prevent the leasing of any part or parts of a building or structure.

In the absence of specific written agreement by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligations under this Agreement until completion of the Site as evidenced by the

issuance of a Certificate of Completion for all of the improvements on the Site consistent with the Scope of Development (Attachment No. 6).

§316 Reserved.

§317 No Encumbrances Except Mortgages, Deeds of Trust, Sales and Lease-Backs or Other Financing for Development

Notwithstanding Sections 314 and 315 of this Agreement, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Site, the construction of improvements on the respective parcel and any other expenditures necessary and appropriate to develop the Site under this Agreement. The Developer shall notify the City in advance of any mortgage, deed of trust, sale and lease-back or other form of conveyance for financing if the Developer proposes to enter into the same before issuance of a Certificate of Completion. The Developer shall not enter into any such conveyance for financing without the prior written approval of the City, which approval shall not be unreasonable withheld.

The Developer shall promptly notify the City of its contemplation of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has would be created or attached thereto prior to completion of the construction of the improvements on the Site, whether by voluntary act of the Developer or otherwise. The words “mortgage” and “deed of trust,” as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

§318 Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the grant deeds for the Site be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

§319 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure

If the Developer has failed to cure a default within thirty (30) days from the date of notice thereof from the City, the City shall deliver a notice to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement that has previously made a written request to the City therefor. Each such holder shall (insofar as the

rights of the City are concerned) have the right, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. In the event there is more than one such holder, the right to cure or remedy a breach or default of the Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of the Developer under this Section. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to the City. The holder in that event shall agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to the City, to a Certificate of Completion from the City.

§320 Failure of Holder to Complete Improvements

In any case where, sixty (60) days after default by the Developer in completion of construction of the Initial Development Improvements under this Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the parcel has not proceeded diligently with construction, the City may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Initial Development Improvements has vested in the holder, the City, if it so desires, shall be entitled to a conveyance of such parcel from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

- a. The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- b. All expenses with respect to foreclosure;
- c. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the parcel;
- d. The costs of any authorized improvements made by such holder; and
- e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

§321 Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default

In the event the Developer has not cured within thirty (30) days a default or breach by the Developer of a mortgage, deed of trust or other security interest with respect to the Site prior to the completion of development, and the holder has not proceeded diligently with construction, the City may, at City's sole discretion, cure the default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to purchase and develop the Site as authorized herein.

§322 Right of the City to Satisfy Other Liens on the Parcels After Title Passes

After the conveyance of title and prior to the issuance of a Certificate of Completion for construction and development, and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Site, the City shall, at its sole discretion, have the right to satisfy any such liens or encumbrances, provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such a delay in payment shall not subject such parcel to forfeiture or sale.

§323 Certificate of Completion

Promptly after completion of all construction and development by the Developer upon the Initial Development Improvements, the City shall furnish the Developer with a Certificate of Completion upon written request therefore by the Developer. Such Certificate of Completion shall be in such form as to permit it to be recorded in the Office of the County Recorder of Butte County.

A Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon the Initial Development Improvements and of full compliance with the terms hereof. After issuance of a Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the parcel covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the deed, lease, mortgage, deed of trust, contract or other instrument of transfer in accordance with the provisions of Sections 401-405 of this Agreement. Except as otherwise provided herein, after the issuance of a Certificate of Completion for a parcel, neither the City, the City nor any other person shall have any rights, remedies or controls with respect to the parcel that it would otherwise have or be

entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the parcels shall be as set forth in the grant deed of the parcel from the City to the Developer, which shall be in accordance with the provisions of Sections 401-405 of this Agreement.

The City shall not unreasonably withhold any Certificate of Completion. If the City refuses or fails to furnish a Certificate of Completion for the Initial Development Improvements after written request from the Developer, the City shall, within ten (10) days after receipt of such written request, provide the Developer with a written statement of the reasons the City refused or failed to furnish a Certificate of Completion. The statement shall also contain the City’s opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping, the City will issue its Certificate of Completion upon the posting of a bond by the Developer with the City in an amount representing a fair value of the work not yet completed. If the City shall have failed to provide such written statement within said ten (10) day period after such City meeting, the Developer shall be deemed entitled to the Certificate of Completion.

A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money lent to finance the improvements or any part thereof. Such Certificate of Completion is not notice of completion as referred to in California Civil Code Section 3093.

§400 USE OF PARCELS

§401 Uses

The Developer, its successors, its assigns and every successor in interest covenants and agrees that during construction and thereafter, the Developer and its successors and assignees shall devote the Site to the uses specified in the grant deeds, and in this Agreement for the periods of time specified therein. The foregoing covenants shall run with the land.

The Developer shall submit draft conditions, covenants and restrictions for the City’s approval in accordance with the Schedule of Performance.

§402 Obligation to Refrain From Discrimination

The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site. Nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy

of tenants, lessees, subtenants, sublessees or vendees of the Parcels. The foregoing covenants shall run with the land.

§403 Form of Nondiscrimination and Nonsegregation Clauses

The Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased.”

3. In contracts: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

§404 Effect and Duration of Covenants

Except as otherwise provided, the covenants contained in this Agreement and the grant deeds shall remain in effect until termination of this Agreement. The covenants established in this Agreement, the grant deeds and CC&Rs shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any land or interest therein in the Parcels. The City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

§405 Rights of Access – Public Improvements and Facilities

The City, for itself and for the City and other public agencies, at their sole risk and expense, reserve the right to enter the Site or any part thereof at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities (“Public Improvements and Facilities”) located on the Parcels. Any such entry shall be made only after reasonable notice to the Developer, and the City shall indemnify and hold the Developer harmless from any claims or liabilities pertaining to any entry. Any damage or injury to the Site resulting solely from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

§500 DEFAULTS, REMEDIES AND TERMINATION

§501 Defaults – General

Subject to the extensions of time set forth in Section 604, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages and except as otherwise expressly provided in Sections 507 and 508 of this Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

§502 Institution of Legal Actions

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the Butte County of, State of California or in the United States District Court, Eastern District of California.

§503 Applicable Law; Interpretation

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

§504 Acceptance of Service of Process

In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Administrator of the City or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the Developer or in

such other manner as may be provided by law and shall be valid whether made within or without the State of California.

§505 Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

§506 Damages

If the Developer defaults with regard to any of the provisions of this Agreement, City shall serve written notice of such default upon the Developer. If the default is not cured or commenced to be cured by the Developer within sixty (60) days after service of the notice of default, the Developer shall be liable to the City in the amount of liquidated damages set forth in Section 510 of this Agreement. In no event shall the City be liable for paying any damages under this Agreement.

§507 Specific Performance

If the Developer or the City defaults under any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party within sixty (60) days of service of the notice of default, the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement.

§508 Reserved.

§509 Termination by the Developer

In the event that prior to conveyance of title to the Site to the Developer, the City does not tender conveyance of the Site or possession thereof in the manner and condition and by the date provided in this Agreement, and any such failure is not cured within ninety (90) days after written demand by the Developer; then this Agreement may, at the option of the Developer, be terminated by written notice thereof to the City. Upon such termination, neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement, and the City shall waive any claim to the funds secured through the Letter of Credit as provided in Section 106.

§510 Termination by the City

The City shall have the right to terminate this Agreement in the event any of the following occurs:

- a. The Developer fails to provide the Letter of Credit as required by Section 106 of this Agreement; or
- b. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein or in the Site or the buildings or improvements thereon in violation of this Agreement; or
- c. There is any significant change in the ownership or identity of the Developer or the parties in control of the Developer or the degree thereof contrary to the provisions of this Agreement; or
- d. Prior to the conveyance of title, the Developer or its successor in interest does not submit evidence that it has the necessary equity capital and mortgage financing for acquisition and development of the Site in satisfactory form and in the manner and by the date provided in this Agreement; or
- e. Prior to the conveyance of title, the Developer fails to submit to the City Preliminary Plans or Final Plans as required by this Agreement; or
- f. Prior to the conveyance of title, the Developer does not pay the Purchase Prices and take title to the Site under tender of conveyance by the City pursuant to this Agreement; or
- g. The Developer is in breach or default with respect to any other material obligation of the Developer under this Agreement; and

If any default or failure referred to in subdivision a., d., e., f. or g. of this section 510 shall not be cured within sixty (60) days after the date of written demand by the City then this Agreement, and any rights of the Developer arising therefrom with respect to the City, may, at the option of the City, be terminated by the City by written notice thereof to the Developer.

IN THE EVENT OF TERMINATION UNDER SUBPARAGRAPH a., b., c., d., e., f. or g. OF THIS SECTION 510, THE FUNDS SECURED THROUGH THE LETTER OF CREDIT MAY BE RETAINED BY THE CITY AS LIQUIDATED DAMAGES AND AS ITS PROPERTY WITHOUT ANY DEDUCTION, OFFSET OR RECOUPMENT WHATSOEVER. IF THE DEVELOPER SHOULD DEFAULT UPON ITS OBLIGATIONS, MAKING IT NECESSARY FOR THE AGENCY TO TERMINATE THIS AGREEMENT AND TO PROCURE ANOTHER PARTY OR PARTIES TO REDEVELOP THE SITE IN SUBSTANTIALLY THE MANNER AND WITHIN THE

PERIOD THAT SUCH SITE WOULD BE REDEVELOPED UNDER THE TERMS OF THIS AGREEMENT, THEN THE DAMAGES SUFFERED BY THE AGENCY BY REASON THEREOF WOULD BE UNCERTAIN. SUCH DAMAGES WOULD INVOLVE SUCH VARIABLE FACTORS AS THE CONSIDERATION THAT SUCH PARTY WOULD PAY FOR THE SITE; THE EXPENSES OF CONTINUING THE OWNERSHIP AND CONTROL OF THE SITE; OF INTERESTING PARTIES AND NEGOTIATING WITH SUCH PARTIES; POSTPONEMENT OF TAX REVENUES THEREFROM TO THE COMMUNITY; AND THE FAILURE OF THE AGENCY TO EFFECT ITS PURPOSES AND OBJECTIVES WITHIN A REASONABLE TIME, RESULTING IN ADDITIONAL IMMEASURABLE DAMAGE AND LOSS TO THE AGENCY AND THE COMMUNITY. IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF SUCH DAMAGES TO THE AGENCY, BUT THE PARTIES ARE OF THE OPINION, UPON THE BASIS OF ALL INFORMATION AVAILABLE TO THEM, THAT SUCH DAMAGES WOULD APPROXIMATELY EQUAL THE AMOUNT OF THE DEPOSIT HELD BY THE AGENCY AT THE TIME OF THE DEFAULT OF THE DEVELOPER, AND THE AMOUNT OF SUCH DEPOSIT SHALL BE PAID TO THE AGENCY UPON ANY SUCH OCCURRENCE AS THE TOTAL OF ALL LIQUIDATED DAMAGES FOR ANY AND ALL SUCH DEFAULTS AND NOT AS A PENALTY. IN THE EVENT THAT THIS PARAGRAPH SHOULD BE HELD TO BE VOID FOR ANY REASON, THE AGENCY SHALL BE ENTITLED TO THE FULL EXTENT OF DAMAGES OTHERWISE PROVIDED BY LAW.

THE DEVELOPER AND THE AGENCY SPECIFICALLY ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION BY THEIR SIGNATURES HERE:

By: _____

By: _____

§511 Reserved.

§512 Power of Termination

The City shall have the additional right, at its option, to terminate the estate conveyed to the Developer, to reenter and take possession of the Site with all improvements thereon and to revest in the City the estate theretofor conveyed to the Developer, if after conveyance of title to the parcel and prior to issuance of the Certificate of Completion, the Developer shall be in default of this Agreement or fail to develop the Site as provided in the Scope of Development (Attachment No. 6) within the times specified in the Schedule of Performance (Attachment No. 4).

The interest created pursuant to this Section shall be a “Power of termination” as defined in California Civil Code Section 885.010. The grant deeds shall create the City’s Power of termination upon the terms and conditions of this Section and any other necessary to carry out the intent of this right.

Upon the revesting in the City of title to any parcel or any part thereof as provided in this Section, the City shall, pursuant to its responsibilities under state law, use its best efforts to complete the improvements or resell the parcel or part thereof as soon and in such manner as the City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to the City and in accordance with the uses specified for the parcel or part thereof. Upon such resale of the parcel, the proceeds thereof shall be applied:

1. First, to reimburse the City and the City for all costs and expenses incurred by the City and City, including, but not limited to, salaries and fees to consultants, attorneys and personnel in connection with the recapture, management and resale of the parcel or part thereof (but less any income derived by the City from the parcel or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the parcel or part thereof (or, in the event the parcel is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments or charges as determined by the Butte County assessing official as would have been payable if the parcel were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the parcel or part thereof; and any amounts otherwise owing the City by the Developer; and

2. Second, to reimburse the Developer the sum of the following: (a) the cash Purchase Price for the parcel paid by the Developer; plus (b) any cash payments previously made by the Developer for the development of the parcel and for the improvements existing on the parcel at the time of the reentry and repossession, exclusive of amounts financed; less (c) any gains or income withdrawn or made by the Developer from the parcel or the improvements thereon; and less (d) the amount of any unpaid assessments against the parcel.

Any balance remaining after such reimbursements shall be retained by the City as its property.

As set forth above, this section is intended to create and reserve in the City a "Power of termination" under California law, and not a forfeiture prohibited by California law. To the extent that a court of competent jurisdiction determines that this Section does involve a forfeiture, however, the terms and provisions of this Section shall be strictly construed to minimize or eliminate any such forfeiture in light of the fact that the City will convey the parcel to the Developer for development, and not for speculation in undeveloped land.

§600 GENERAL PROVISIONS

§601 Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Developer as set forth in Sections 104 and 105 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

§602 Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

§603 Non-liability of City Officials and Employees

No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount that may become due to the Developer or on any obligations under the terms of this Agreement.

§604 Enforced Delay: Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; act of terrorism; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or

supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be only for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. The Developer shall give the City written notice of such cause within ten (10) days from the date of its occurrence. Times of performance under this Agreement may also be extended in writing by mutual agreement between the City and the Developer.

§605 Inspection of Books and Records

The City has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Developer pertaining to the Site as pertinent to the purposes of this Agreement. The Developer also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the City pertaining to the Site as pertinent to the purposes of this Agreement.

§606 Plans and Data

Where the Developer does not proceed with the purchase and development of the Site, and when this Agreement is terminated for any reason, the Developer shall deliver to the City any and all plans and data concerning the Site, and the City or any other person or entity designated by the City shall be free to use such plans and data, including plans and data previously delivered to the City, for any reason whatsoever without cost or liability therefor to the Developer or any other person.

§607 Attorneys' Fees

If any action is brought arising out of this Agreement including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation incurred, including those incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code or any successor statutes, and any judgment or decree rendered in any such actions or proceedings shall include an award thereof.

§700 SPECIAL PROVISIONS

§701 Submission of Documents to the City for Approval

Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, which shall be deemed approved if not acted on by the City within a specified time, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed approved unless rejected by the City within the stated time. If there is no time specified herein for such City action, the

Developer may submit a letter requiring City approval or rejection of documents within thirty (30) days after submission to the City or such documents shall be deemed approved.

§702 Amendments to this Agreement

The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement that may be made by any of the parties hereto, lending institutions or bond counsel or financial consultants to the City, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

§800 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

§900 TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City within forty-five (45) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the City.

_____, 2012

CITY OF OROVILLE

By: _____
Linda Dahlmeier, Mayor

By: _____
G. Harold Duffey, City Administrator
[[[business name]]]

_____, 2012

By: _____
Its:

By: _____
Its:

APPROVED as to form:

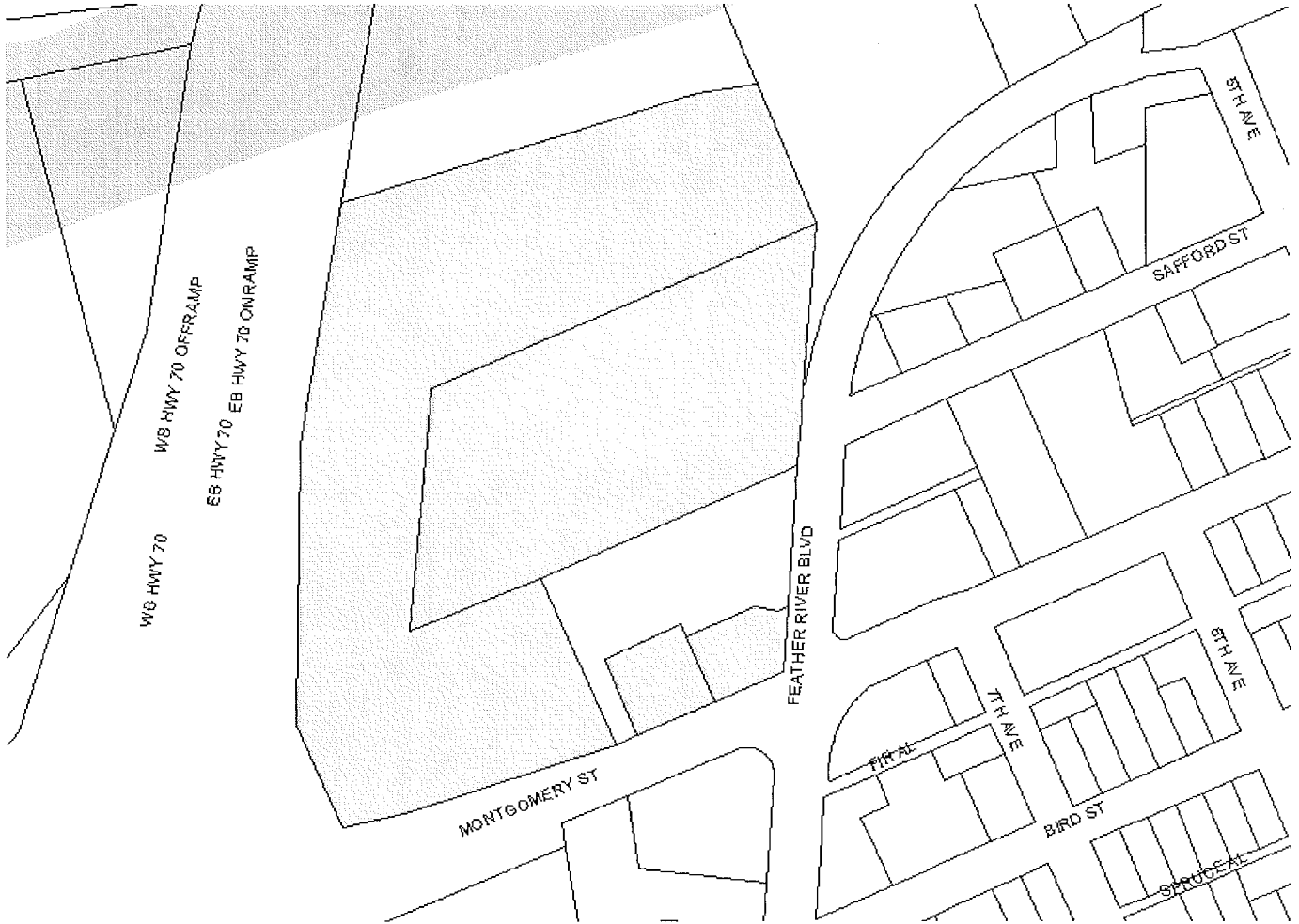
Scott E. Huber, City Attorney

ACKNOWLEDGMENTS

MAP OF THE SITE

ATTACHMENT NO. 1

**ATTACHMENT NO. 1
MAP OF THE SITE**



LEGAL DESCRIPTION OF THE SITE

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

ATTACHMENT NO. 4

ATTACHMENT NO. 4
SCHEDULE OF PERFORMANCE

<u>ACTION</u>	<u>DATE</u>
1 <u>Execution and Delivery of Agreement by Developer.</u> The Developer shall execute and deliver this Agreement to the City.	Not later than 14 days prior to public hearing to authorize the execution of this Agreement.
2 <u>Letter of Credit.</u> The Developer shall deliver to the City an unconditional and irrevocable letter of credit as outlined in Section 106 in the amount of \$100,000.	Simultaneously with execution of this Agreement by the City, but no later than three days there after.
3 <u>Execution of Agreement by City.</u> The City and City Council shall hold a public hearing to authorize execution of this Agreement by the City, and if so authorized, the City shall execute and deliver this Agreement to the Developer. (Section 900)	Within 45 days after the Developer executes this Agreement and delivers it to the City.
4 <u>Opening of Escrow.</u> The City shall open an escrow for conveyance of the Site to the Developer. (Section 203)	Within 3 days after execution of this Agreement by the City
5 <u>Submission – Preliminary Plans.</u> The Developer shall prepare and submit to the City for review and approval Preliminary Plans and related documents for development of the Site. (Section 303)	Within 120 days after execution of this Agreement by the City.
6 <u>Submission – Conditions, Covenants, and Restrictions.</u> Developer shall submit to City for review and approval draft Conditions, Covenants and Restrictions (CC&Rs) relating to the use of the buildings and the Site.	Within 120 days after execution of this Agreement by City.
7 <u>Approval – Conditions, Covenants, and Restrictions.</u> City shall approve or	Within 60 days after receipt thereof by the City.

disapprove the proposed Conditions, Covenants and Restrictions.

- | | | |
|----|---|---|
| 8 | <u>Approval – Preliminary Plans.</u> The City shall approve or disapprove the Developer’s Preliminary Plans and related documents. (Section 303) | Within 30 days after receipt thereof by the City |
| 9 | <u>Submission – Final Plans.</u> The Developer shall prepare and submit to the City for review and approval Final Plans for development of the Site. (Section 304) | Within 180 days after approval by the City of the Preliminary Plans |
| 10 | <u>Approval – Final Plans.</u> The City shall approve or disapprove the Developer’s Final Plans for development of the the Site (Section 305) | Within 30 days after receipt thereof by the City |
| 11 | <u>Deposit of Grant Deeds.</u> The City shall deposit the grant deeds into escrow. (Section 207) | At least 3 days prior to the date set forth herein for the Close of Escrow. |
| 12 | <u>Submission – Certificates of Insurance.</u> The Developer shall furnish to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies. (Section 308) | At least 3 days prior to the date set forth herein for the Close of Escrow. |
| 13 | <u>Deposit of Purchase Price and Other Required Sums.</u> The Developer shall deposit the Purchase Prices and other required sums into escrow. (Section 207) | At least 2 days prior to the date set forth herein for the Close of Escrow. |
| 14 | <u>Close of Escrow.</u> The City shall convey title to the Site to the Developer, and the Developer shall accept such conveyance. (Section 203) | Upon completion of all conditions precedent to transfer of possession of the Site |
| 15 | <u>Commencement of Construction of Improvements.</u> The Developer shall commence construction of the improvements to be constructed on the Site. | Within 180 days after conveyance of the Site by the City to the Developer. |

(Section 307)

- | | | |
|----|--|---|
| 16 | <u>Completion of Construction of Developer's Improvements for Phase One.</u> The Developer shall complete construction of the improvements to be constructed on Phase One. (Section 307) | Within 18 months after purchase of the Site by the Developer. |
| 17 | <u>Completion of Construction of Developer's Improvements for Phase Two.</u> The Developer shall complete construction of the improvements to be constructed on Phase Two | Within 36 months after purchase of the Site by the Developer. |
| 18 | <u>Issuance – Certificate of Completion.</u> The City shall furnish the Developer with a Certificate of Development Completion. (Section 323) | Promptly after completion of construction required to be completed by the Developer on each phase of the Development on the Site. |

FORM OF GRANT DEED

ATTACHMENT NO. 5

SCOPE OF DEVELOPMENT

ATTACHMENT NO. 6

**ASSIGNMENT OF THE MASTER DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF OROVILLE AND
SNYDER COMMERCIAL REAL ESTATE, INC TO CMG PROJECT 1200, LLC
(Agreement No. 2070-1)**

This Assignment, dated May 17, 2022, is to the Master Disposition and Development Agreement between the City of Oroville ("City") and Snyder Commercial Real Estate, Inc. to CMG Project 1200, LLC.

For good and valuable consideration, which the Parties hereby acknowledge, the Master Disposition and Development Agreement between the City and Snyder Commercial Real Estate, Inc. is hereby assigned to CMG Project 1200, LLC. In exchange for this Assignment of the Agreement, the City shall pay \$10,000 to Snyder Commercial Real Estate, Inc. as reimbursement for some of its advertising and marketing expenses related to the Master Disposition and Development Agreement.

Further, in consideration of the terms and conditions herein, the Parties agree as follows:

1. SECTION 105 IS REPLACED WITH THE FOLLOWING:

105 Developer

The Developer shall be CMG Project 1200, LLC., a California Corporation. The principal office of the Developer is located at 2450 Oro Dam Blvd., Suite A, Oroville Ca 95966. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

Correspondence shall be mailed to:
CMG Project 1200 LLC.
2400 Oro Dam Blvd., Suite A
Oroville Ca 95966

3. Conflicts between this Amended Agreement and Agreement No. 2070 shall be controlled by this Amendment. All other provisions within Agreement No. 2070 shall remain in full force and effect.

This Assignment of Agreement 2070 is approved by the City Council of the City of Oroville at a regular meeting held on May 17, 2022.

By: _____
Chuck Reynolds, Mayor
City of Oroville

By: _____
Mark Mendez
CMG Project 1200, LLC

By: _____
Jon Snyder
Snyder Commercial Real Estate, Inc.

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: CMG PROJECT 1200 LLC
Entity No.: 202119410340
Registration Date: 07/09/2021
Entity Type: Limited Liability Company - CA
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

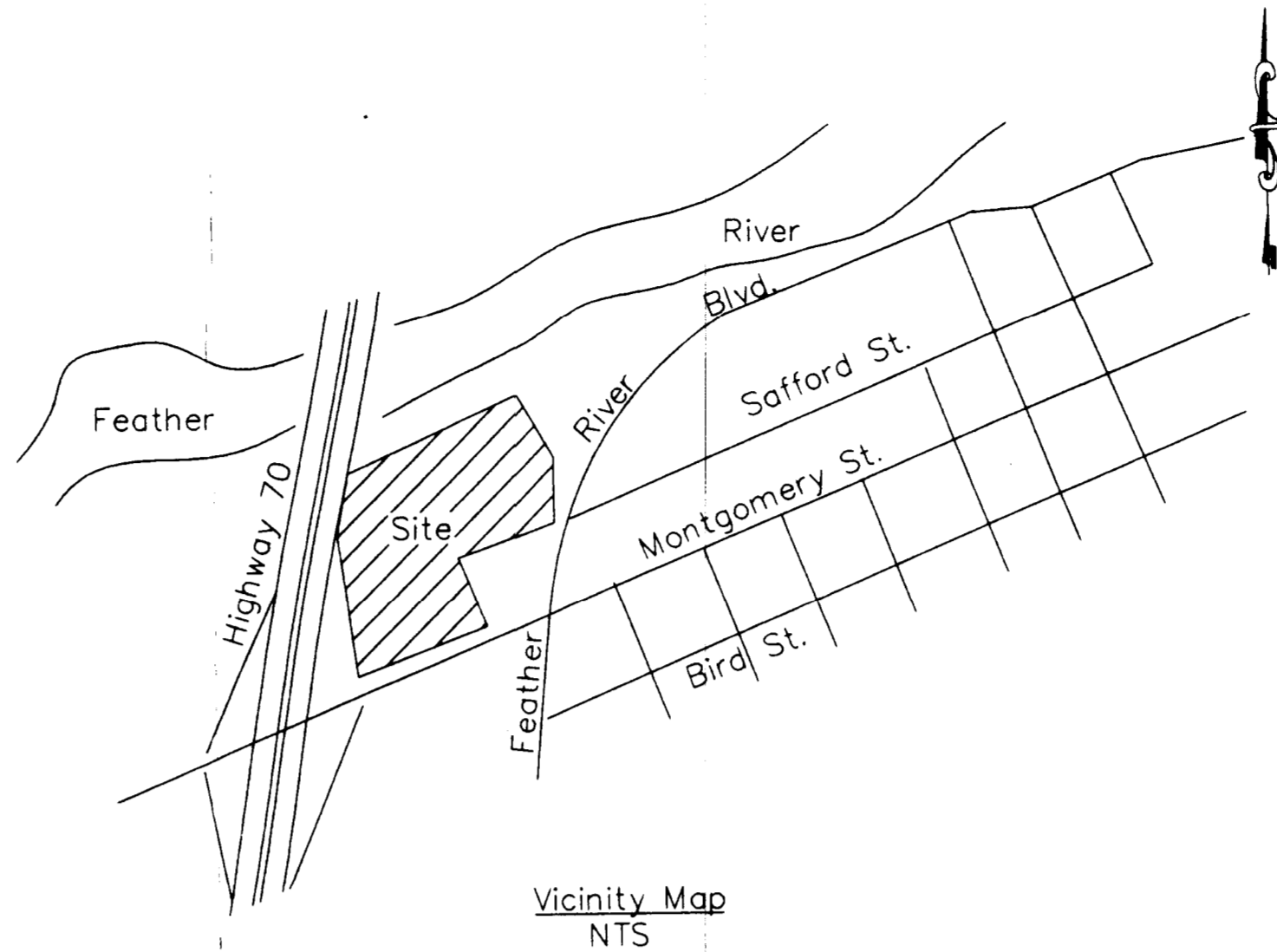
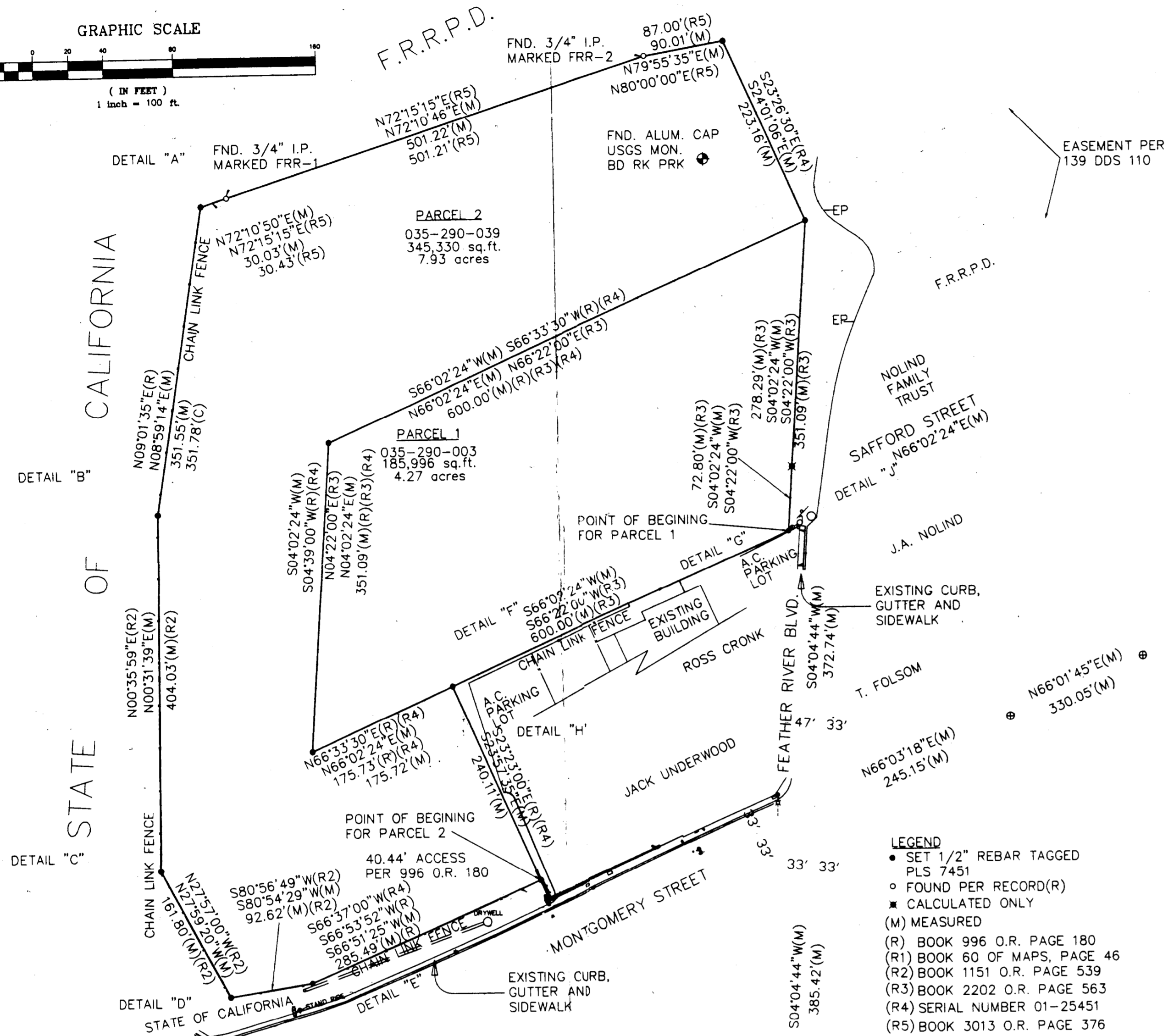
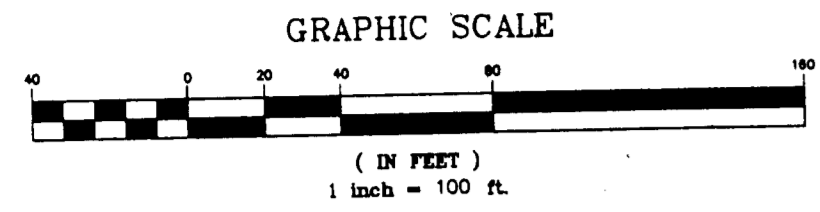


IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 05, 2022.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 009332224

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

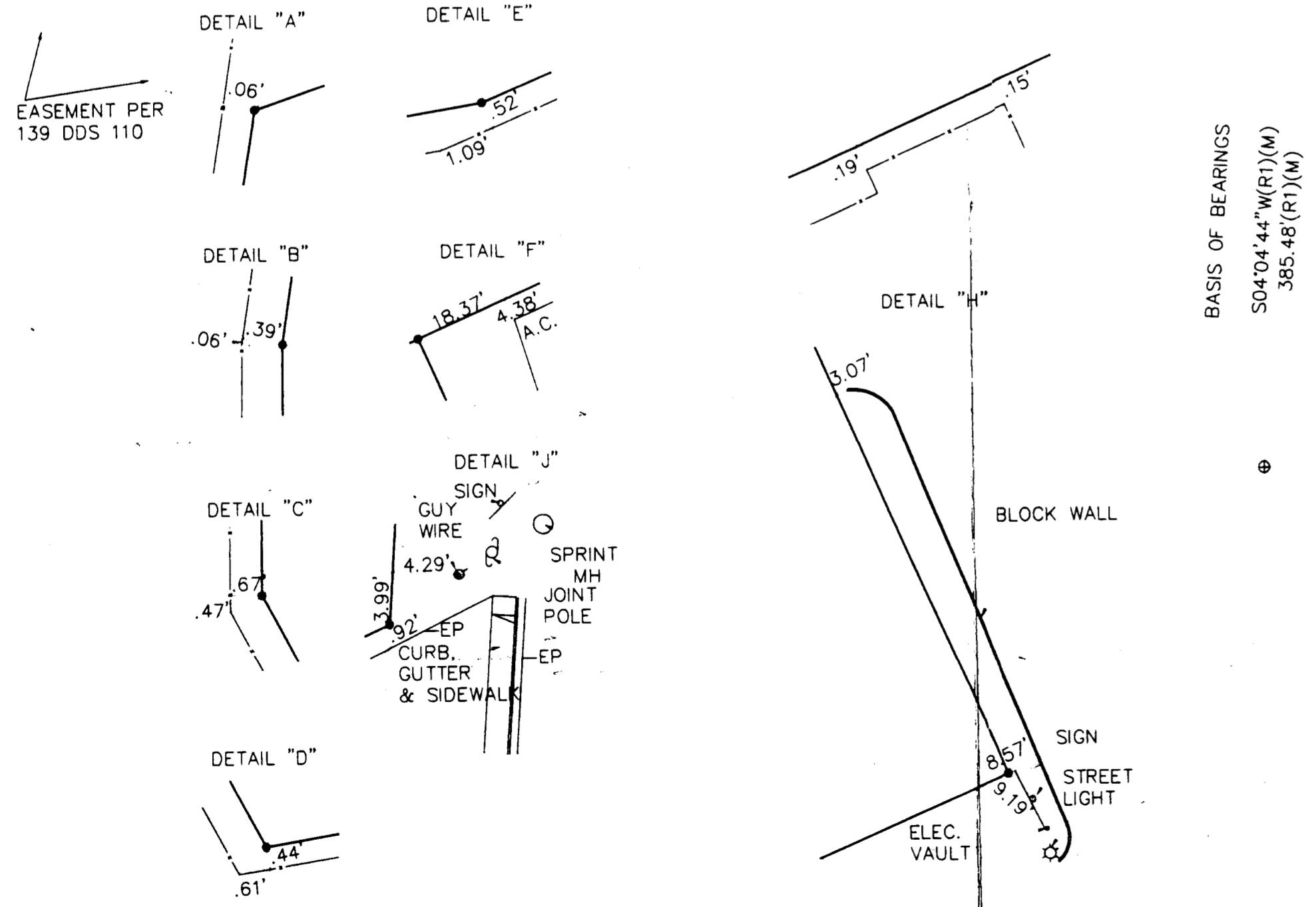


General Notes

- 1) The Assessor's Parcel Number's are 035-290-003 & 035-290-039.
2) The address is to be assigned by the City of Oroville, off of Feather River Blvd., Oroville, California, 95966.
3) The Zoning Established by the City of Oroville is C-2.
4) This Property is in Flood Zone "X" which is shown on F.E.M.A. Panel Map 06007C 0790 C dated June 8, 1988. Zone "X" Areas are determined to be outside the 500 year Flood Plain.
5) There is 1 easement that may affect the Property. A. Book 139 Deeds Page 110
6) The Utilities discovered are shown on the Map.
7) No Buildings previously on site.
8) No attempt was made to determine the location of the former or present bounds of the Feather River.
9) This Survey based on Fidelity Title Report #'s 00205484-001 and 00205484-002.

- LEGEND
• SET 1/2" REBAR TAGGED PLS 7451
◊ FOUND PER RECORD(R)
◊ CALCULATED ONLY
(M) MEASURED
(R) BOOK 996 O.R. PAGE 180
(R1) BOOK 60 OF MAPS, PAGE 46
(R2) BOOK 1151 O.R. PAGE 539
(R3) BOOK 2202 O.R. PAGE 563
(R4) SERIAL NUMBER 01-25451
(R5) BOOK 3013 O.R. PAGE 376
○ JOINT POLE
• GUY WIRE
/ SIGN
⊕ CENTERLINE MONUMENT
◊ STREET LIGHT

DETAILS (N.T.S.)



ALTA/ACSM LAND TITLE SURVEY CITY OF OROVILLE

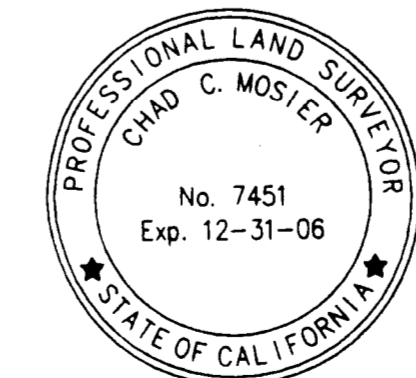
FEATHER RIVER BLVD. OROVILLE, BUTTE COUNTY, CA 95965

TO: CITY OF OROVILLE BIDWELL TITLE AND ESCROW COMPANY CHICO, CA

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA, ACSM, and NSPS in 1999, and includes Items 1,2,3,4,8,10,11(g) and 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that the survey measurements were made in accordance with "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

Date 11/2/02

Chad C. Mosier, PLS 7451



LEGAL DESCRIPTION PARCEL 1:

ALL that certain real property situate in the City of Oroville, County of Butte, State of California, described as follows: A portion of sections 7 and 18, Township 19 North, Range 4 East, M.D.B. & M., lying West of Marysville Road, and more particularly described as follows:

Beginning at the Westerly boundary line of the Marysville Road, where the Southerly line of Safford Street, produced Westerly, intersects said Westerly boundary line of Marysville Road; thence along the Southerly line of Safford Street produced and the North line of the M.C. Tieck property, South 66'22" West, 600.0 feet to an iron pin with R.E. Tag NO. 2435; thence North 4'22" East, 351.09 feet to an iron pin with R.E. Tag NO. 2435; thence North 66'22" East, 600.0 feet to an iron pin with R.E. Tag NO. 2435; thence South 4'22" West, 278.29 feet to the point of tangency of the Westerly property line of the Marysville Road; thence along said Westerly property line of the Marysville Road, South 4'22" West, a distance of 72.80 feet to the Point of Beginning.

LEGAL DESCRIPTION PARCEL 2:

ALL that certain real property situate in the City of Oroville, County of Butte, State of California, described as follows:

A portion of the Southwest quarter of Sections 7 and a portion of the Northwest quarter of Section 18, all in Township 19 North, Range 4 East, M.D.M., and described as follows: Beginning at a point in the Westerly prolongation of the Northerly line of Montgomery Street, distant South 66'37" West 855.93 feet from the intersection of said Northerly line with the Westerly line of Marysville (66' wide) Road; said point being also the Northwest corner of that certain parcel of land described in deed to Sacramento Northern Railroad, dated November 29, 1920, and recorded January 14, 1921 in Book 187 of Deeds, at Page 431; thence North 66'37" East 555.82 feet to the Southwest corner of that certain parcel of land described in deed to M.C. Tieck, recorded September 23, 1948, in Book 489 of Official Records, at Page 288; thence North 23'23" West 262.56 feet to the Northwest corner of said Tieck parcel; thence South 66'33'30" West 175.73 feet to the Southwest corner of that certain parcel of land described in deed to D.E. Carrell, et ux, recorded April 23, 1957, in Book 883 of Official Records, at Page 103; thence North 4'39" East, 351.09 feet to the Northwest corner of said Carrell parcel; thence North 66'33'30" East, 600.0 feet to the Northeast corner of said Carrell parcel; thence North 23'26'30" West 469.37 feet to the centerline of the Feather River; thence along said river South 75'20" West 708.46 feet; thence South 78'26" West 265.18 feet to a point which bears North 14'40" West from the Point of Beginning; thence leave said river South 14'40" East 1218.01 feet to the Point of Beginning.

Excepting therefrom that portion of the above described real property conveyed by Ethel Platzek, Administratrix with the will annexed of the estate of Ralph R. Platzek, deceased, to the State of California for highway purposes, by deed dated August 25, 1958, recorded in the office of the County Recorder of the County of Butte on April 30, 1959, in Book 996, Page 180, Official Records of Butte County, California.

Also excepting from the real property first above described, the property conveyed by Ethel B. Platzek, as guardian of the person and estate of James Thomas Platzek, a minor, to the State of California, for highway purposes described in a deed dated August 16, 1961, and recorded in the office of the County Recorder of the County of Butte, State of California, on November 30, 1961, in Book 1151, Page 539, Official Records of Butte County, California.

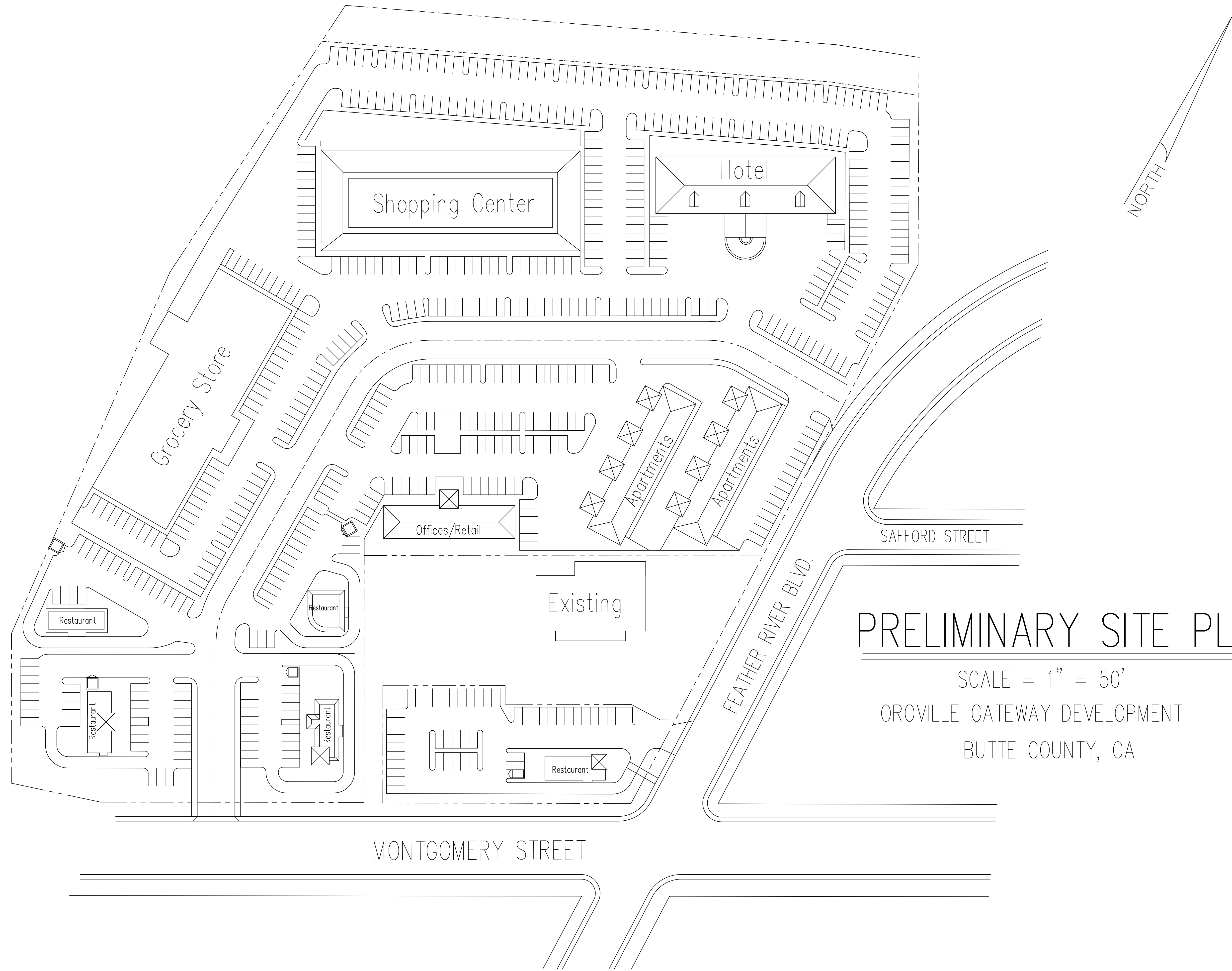
Also excepting therefrom all that portion lying Northerly of the following described line:

Commencing at a point on the Easterly line of the real property conveyed by deed recorded April 30, 1959 in Book 996, Page 180, Official Records of Butte County, said point being the most Northerly point of the real property conveyed by deed recorded November 30, 1961 in Book 1151, Page 539 of said Official Records; thence along said Easterly line North 09'01'35" East 351.78 feet to a point from which a 3/4-inch iron pipe marked FRR-1 bears North 72'15'15" East and the true Point of Beginning of the herein described line, thence leaving said Easterly line North 72'15'15" East 30.43 feet to said monument FRR-1; thence continuing North 72'15'15" East 501.21 feet to a 3/4-inch iron pipe marked FRR-2; thence North 80'00'00" East 87.00 feet, more or less, to a point on the Easterly line of said Parcel 1 and the end of the herein described line.

BASIS OF BEARINGS

The Basis of Bearings for this map is the centerline of Feather River Blvd. between found monuments as shown in Book 60 Maps Page 46 taken as South 04'04'44" West.

BBA ENGINEERING CIVIL ENGINEERS • LAND SURVEYORS 2060 Park Ave. Oroville, CA 95966 (530) 534-1911 FAX (530) 534-0908 SHEET 1 OF 1 JOB NO. 03-027



PRELIMINARY SITE PLAN

SCALE = 1" = 50'
 OROVILLE GATEWAY DEVELOPMENT
 BUTTE COUNTY, CA



David G. Anderson, Architect
 41 Butte Woods Drive, Oroville, CA 95966
 Phone (530) 683-4546, Cell (530) 520-0211, E-mail dgararchitect@shcgloba.net

drawn by
DGA
checked
date
3/29/2021

Re-Construction Project for
Mark Mendez
 87 Pine Oaks Road, Oroville, CA 95966

JOB NUMBER
 Oroville Gateway
 SHEET NO.
A2



City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

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

Monthly Department Report April 2022

BUILDING

- Permits Issued – 100
- Applications Received – 85
- Total Permits Finalized – 49
- Business Licenses/Occupancies Issued – 11 (10 new business/ 1 owner change)
- Permit violations \$1,190.00

CODE ENFORCEMENT

April 1, 2022 – April 30, 2022

<u>CODE ENFORCEMENT ACTIVITIES</u>	
Total Active Code Enforcement Cases	304
Cases Closed	204
New Cases Opened	231

<u>NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS</u>	
Abandoned Vehicle Abatement	38
Building Code Violation(s)	15
Graffiti	0
Multi-Family	0
Public Nuisance(s)	50
Sub-Standard Housing	2

Weed Abatement Notices	127
Stop Work Notices Issued	12
New Vacant Building Monitoring	0

- **April 2022:** The Code Enforcement team attended two training sessions this month, Automotive Repair in Your Municipality and Active Violence Emergency Response Training for Code Officers Student Certification Course. Automotive Repair Class provided instruction on how to investigate unlicensed auto mechanics, catalytic converter theft, and illegal auto dismantler businesses. The Active Violence Emergency Response Training for Code Officers Student Certification Course provided instruction Recognize warning signs using situational awareness, deciding whether to Escape, Evade or Attack, apply critical bleeding control techniques, respond quickly and confidently in an emergency and how to Develop an Emergency Action Plan (EAP).
- Staff investigated 1455 potential fire hazard properties as part of the fire safe season. Legal Notice was also posted in the paper on two separate occasions, posted on the city website, and city Facebook page.
- Staff continues to issue Stop Work Notices and issued 12 stop work notices to subjects executing construction without a permit.
- Additionally, staff continues to grow as we have two new Code Enforcement Technicians coming on in May 2022.

PLANNING

- The Housing Element is submitted for a preliminary review prior to public review of the document. HCD is commonly allowing deadline extensions past June of 2022;
- Supported the April Development Review Committee (DRC) meeting and April Planning Commission meetings. Projects reviewed included the fence ordinance that Council returned to the Planning Commission for further review, and the potential new award for exemplary historic preservation.
- Currently reviewing or completed review of 16 active planning and building permit applications including sign, zoning compliance, solar, re-zonings and use permits.
- Reviewing or completed reviewing of 13_separate event, home occupation and other administrative permits.
- Addressed dozens of phone, walk-in and email inquiries. This includes potential annexation, and industrial inquiries, plus many ADU, fence, and other residential inquiries;
- Reviewing a pre-application for a 5.14-acre mixed use condominium subdivision along Dry Creek fronting Lincoln and Mitchell – 211 residential units and 106,073 square feet of commercial space. Much discussion remains and likely modifications to the project.
- The Southside Revitalization Advisory Group had its third meeting on April 27, and identified volunteers for neighborhood outreach. Staff is investigating the feasibility of a new façade loan or grant program, especially for businesses. The next meetings are to be scheduled in May.
- Draft Blight windshield survey in South Oroville complete, staff is reviewing its recommendations. The data will help identify problem properties and develop a revitalization strategy that includes the Opportunity Zone and possibly a Community Revitalization and Investment Authority (CRIA).
- Council approved the Massage and Bingo ordinances on May 3.

- In process—Zoning code updates for fences, ADU's, street vendors, massage establishments, small lot development standards, and Bingo games.
- Placemarks, the General Plan consultant for VMT incorporation into Circulation Element will begin work in May.
- Free Greenhouse Gas emissions inventory update, courtesy of the Sierra Business Council and PG&E, is underway.
- Ongoing discussions with several potential residential, commercial, and industrial prospects as part of the city's ongoing economic development efforts.

PARKS & TREES DEPARTMENT

The following is a list of things we are working on or accomplished in April 2022:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Trimming small and medium sized trees for site clearances
- Continued watering street trees with the City water truck
- Continued working weekends, cleaning, and working events in the Parks
- Open and close museums on a regular basis
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City including roadsides and airport
- Grinded stumps in various locations
- Mowed on a regular basis
- Ran street sweeper on a regular basis
- Spent 60 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 135 potholes
- Picked up illegally dumped items on a routine basis throughout town; assisted Code Enforcement and the City Works Crew with private property clean-ups
- Dugout, formed, poured concrete on Pomona Ave, and on Lincoln at Montgomery St
- Continued cleaning and putting base rock in alleys
- Continued running through numerous irrigation systems and making repairs
- Flail mowed at Hewitt Park, Bedrock Park, and the airport
- Started painting street markings and legends
- Replaced a section of guardrail on Feather River Blvd
- Clean up broken limbs and trees due to high winds and storm
- Trim trees and lay base rock along Oro Bangor Hwy
- Patched with asphalt on Pomona Ave

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

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Credit Reporting Maintenance (ongoing)
- Loan Portfolio Monitoring (ongoing)
 - a. Payoffs received fiscal year 21/22 in the amount of \$ 1,765,026.89
 - b. Current balance of the loan portfolio is \$37,456.554.
 - c. 1891 Gray St. Foreclosure is on hold, property is in escrow to be sold and our loan will be paid.
- Housing Element Update-Submitted to the State for review.
- Veteran's Housing Development Corporation project
 - a. 2420 Baldwin Ave. transferred to VHDC currently awaiting permits to begin construction
 - b. 3555 Argonaut-VHDC was about to start the rehabilitation on this home but during an inspection, noticed there was significant flooding. Working through details and rehab plan changes.
 - c. 711 Montgomery St.(design)
 - d. 1275 Mitchell Ave (design)-waiting for city attorney to complete security documents, Plan on starting construction mid-year 2023, with approximately a one-year construction period until completion.
- CDBG DR-MHP -Phase 1 of Lincoln Street Apartments was entered into the grant portal 4/5. Working with the State and the consultant to complete outstanding issues.
- CDBG CV 2&3
 - OCESD Received plans and are working with architect on bidding documents.
 - Community Action Agency has not received any interest in the Utility Payment Assistance Program yet, they are working on updating project flyers hoping to increase awareness.
 - Staff is in the process of submitting a grant amendment to move the funding from the Utility Assistance Program to the Wyandotte Ave project.

CITY CLERK

- Processed **12** records request during April 2022
 - 28 Open Requests
 - 63 Public Records Request January 1, 2022 – April 30, 2022
- Agenda Management, Clerking, and meeting management **6 Meetings** for April 2022
 - processing for 24 meetings through April 30, 2022.
- Upcoming Meetings:
 - Council Meeting – June 7 and 21
 - Planning Commission – May 26
 - Wyandotte Creek GSA –May 26
 - Arts and Parks Commission – June 14
 - SBF Steering Committee – July 27
 - Citizens Oversight Committee – May 24
- Records Management for Council approved documents
- Monthly meeting room setup for LAFCO, OCESD and Chamber of Commerce
- Records Management for Planning Commission

- Received and Processed City Claims
- Processed Form 700's for 87200 filers and other various staff
- Continue to work on the City Hall Scanning Project
- Notarized and recorded documents and maps for various departments
- Assisted Departments with Record Searching and retrieval
- Assisted departments with creation of Staff Reports, Resolutions and Ordinances
- Trained staff on use of agenda management program
- Working on Election Duties for November Election
- Continue to complete other day to day duties of the Clerks Department

FINANCE DEPARTMENT

- Administering employee evaluations
- Software deployment
 - Payroll Software, UKG Ready
 - Financial Software, Tyler Technologies
 - ClearGov Transparency software
 - Digital Budget Book
 - Operational Budgeting
 - Transparency Portal
- Policy updating
 - Split the Budget and Purchasing Policy into two separate policies
 - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- New reporting requirements for the Local Fiscal Recovery Funds-completed
- Develop a new cost allocation for the new budget year
- Budget for 2022 23 year
- Look into administration for
 - Utility User Tax
 - Transient Occupancy Tax
 - Business Licenses
- Updating the Master Fee Schedule
- Opening a new Investment Managed Account with Chandler Asset Mgmt

HUMAN RESOURCES

- No report provided

RDA/REAL ESTATE DIVISION

- Working on items related to the Gateway Project escrow.

RECYCLING PROGRAM

- Working with Jennifer Arbuckle Consulting Services to write procedures.

AIRPORT DIVISION

- Continued forward progress on Runway 2-20 and Associated Taxiways crack seal project
- Provided information for potential ground lease transfer for hangar off of Chuck Yeager Way
- Worked with Central Walley Regional Water Quality Control Board and APEX Environmental for preparation of further excavation of 2019 jet crash site for evaluation of “Per and Polyfluorinated ALKL Substances (PEAS) Post Excavation Sampling”
- Weed abatement - ongoing
- Fuel testing / tank sumping
- Received 8,000 gallon load of AVGas, tested fuel and adjusted pricing
- Repaired static grounding reel that was damaged by pilot misuse (again)
- Located, excavated and buried abandoned septic tank in east field of airport. Tank was abandoned several decades ago and did not contain sewage at time of excavation.

INFORMATION TECHNOLOGY

- The IT department is down 2 employees and is working to refill those positions.
- Working on wire moves or wire cleanups during the construction at the public safety office.
- The City’s cyber insurance company has posted minimum requirements to maintain being insured. There are a few items the IT department needs to address, and we are working to meet those requirements.
- Working with the state to get the Next Generation 911 gear installed at the Police Dept.
- Assisting with the City-wide document scanning project.
- Working on the Laserfiche public portal configuration.

GEOGRAPHIC INFORMATION SERVICES

- Consulting with California Spatial Solutions for GIS Services

PUBLIC WORKS DEPARTMENT

Sewer Division

- Sewer pump station functional tests Mondays, Wednesdays and Fridays
- Monthly electrical generator and alarm system functional tests
- Monthly and quarterly “hot spot” sewer line cleaning
- USANorth utility locates daily
- Ongoing condition assessment via sewer line cleaning and CCTV inspections
- Replace stationary generator at Olive Glen pump station with new T4F unit. Installed all new wiring and conduit associated thereto.
- Portable G125 generator to Chico for DEF sensor replacement
- Obtain figures for budget request items
- R&R pump #2 at Orangewood pump station to remove debris from impeller

Electrical

- Traffic signal maintenance and functional checks
- Street light inspections once per week during night hours / repairs to reported problems
- Airport lighting maintenance and repairs
- Replaced damaged traffic signal control cabinet Oro Quincy x Oro Dam
- Completed installation and calibration of Corp. yard gate loop detectors
- Assist contractors at OPD / Fire on solar disconnect / removal and repaired malfunctioning gate
- Repaired outlets at Convention Center due to overloading in exercise room

Fleet Maintenance Division

APRIL 2022 SUMMARY BY DEPARTMENTS						
	auto / light truck	heavy equip.	trucks 1-ton plus	small equip.	misc. repair	TOTAL
POLICE	15					15
FIRE	2		4			6
PW		1	4		2	7
PARK	2		3	1	1	7
SEWER			4		1	5
BLDG.						
HOUSING						
ADM						
ENGINEERING						
PLANNING						
CODE ENFORCEMENT						
AIRPORT						
INFORMATION TECHNOLOGY						
TOTAL	19	1	15	1	4	40
						40

ENGINEERING

Project or Activity	Recent Activity	Next Milestone
NorthStar PSA	Prepared six new TO	Council Approval
Encroachment Permits	24 issued	
SC-OR Ruddy Crk L.S.	Review of 90% plans	County Permits
Wyandotte Creek GSA	Monthly Meeting	
Ruddy Creek Sub	Review of Phase 1 plans	Resubmittal
Development Review Comm	Monthly Meeting	
Pavement Rehab 2022	TO for NorthStar	Topo Surveying Beginning
Mono Ave Apts LLA	Recorded	None
Olive Grove III	Waiver of Parcel Map	Recorded
Olive Grove Frontage Imp	Traf Control Plan Approved	Construction underway
Table Mountain Blvd Art Wall	The wall is being incorporated into the frontage improvements for Olive Ranch.	Revisit Hatchery to Montgomery
Portland Loos	The Loos have been delivered	Rolls, Anderson, and Rolls producing PS&E.
Dutch Bro's.	Plan Submittal	Plan Review
Riverbend Apartments Ph 2	Plan Submittal	Construction to begin soon
Mitchell Ave. Senior Apartments Ph1	Construction has begun.	
Mitchell Ave Sr Apartments Ph 2	Grading and Encroachment permits issued	Full plan approval.
Linkside II Subdivision	Plans approved. Final map under review.	Construction anticipated to begin soon.
Mission Olive Grove Subdivision	Staff provided Developer with a draft punch list.	Response from Developer.
The Bluffs Subdivision	Staff continues to work with the owners to resolve the problems they have with sewer and storm drains.	Developer will correct deficiencies prior to the City accepting the facilities.
Olive Ranch Apartments Phase I	Construction is underway.	
Olive Ranch Apartments Phase II	Construction is underway.	
Olive Ranch Apartments Phase III	Plan Review	
Rte. 162 Ped-Bike-Mobility	Staff has worked with our consultants to resolve RW issues. Environmental work completed.	Development of PS&E. Discussions with property owners regarding RW.
Construction Management RFP	Samples of RFP collected from other cities.	Post RFP.
Prospect View	Review of Plans and E.P.	Plans and E.P. ready for approval
Elgin & Fort Wayne Topography and Drainage (South Oroville Drainage)	Staff has issued a T.O. to Gilbert Engineering	Wait of Topographic Survey

Project or Activity	Recent Activity	Next Milestone
Tractor Supply TSM	Approved by Planning Comm	
5 th Avenue Traffic Study	Petition Received from Citizen	Conduct Study
Pomona Traffic Study	Petition Received from Citizen	Conduct Study/
Hampton Inn	SWPPP Violation	Corrected by Developer.

PUBLIC SAFETY

Police Activity:

- Calls for Service 2,979
- Officer Initiated Incidents 810
 - **Total Incidents 3,789**
 - **Total Reports 382**
 - **Total Arrests 139**
 - **Total Citations 137**

Fire Activity:

- EMS Calls 301
- Traffic Accidents 16
- Fires 22
- Other 110
 - **Total 449**

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

April 20, 2022

In reply refer to:
Project No. 2100-CA

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

Re: Tenth Part 12D Independent Consultants' Safety Inspection Report and Supporting
Technical Information Document for Parish Camp Saddle Dam

Dear Ms. Knittweis:

This is in response to your letters dated August 3, 2020 and December 10, 2021 that submitted the Tenth Independent Consultant's (IC) Safety Inspection Report (Part 12D report) and 2018 Supporting Technical Information Document (STID) for Parish Camp Saddle Dam, which is part of the Upper North Fork Feather River Hydroelectric Project, FERC No. 2100.

Our review of the Part 12D report concludes that the scope and content of the report satisfies the requirements of Part 12, Subpart D, §12.37 of Title 18 of the Code of Federal Regulations. The Part 12D Report and STID were found to be prepared in general accordance with the Engineering Guidelines Chapter 14 outline provided in our reminder letter dated September 20, 2017. We have reviewed the submittals, and we have the following comments:

1. Liquefaction Analysis: Section 8.3.2 of the November 2018 STID states that liquefaction is not applicable as the dam consists of compacted embankment and is founded on rock. Please provide additional engineer justification and discussion that includes embankment and foundation material properties and evidence of the compaction level used to determine the likelihood of liquefaction.
2. Comments on the L2RA will be provided separately in our review for the complete P-2100 risk analysis.

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

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Rakesh Saigal at (415) 369-3317 or Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

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

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

May 3, 2022

In reply refer to:
Project No. 2100-CA

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

Re: Flood Control Outlet Chute Aeration Instrumentation Installation

Dear Ms. Knittweis:

This is in response to your letter dated October 4, 2021, that submitted responses to comments and construction documents for the installation of instrumentation for the measurement of flow aeration in the Flood Control Outlet (FCO) spillway chute at Oroville Dam, part of the Feather River Project, FERC No. 2100. In addition to responses to previous comments, the submittal included plans, specifications, and a design technical memorandum. We have reviewed the responses and revised construction documents, and have the following comments:

1. As we noted in our April 27, 2021 letter, ‘...we are not entirely convinced that the benefits of installing this relatively new application of technology outweigh the concerns over cutting and drilling holes into the spillway to install the equipment. We continue to defer making a final determination regarding the installation of the instrumentation in the FCO spillway chute until the physical model cavitation study, currently underway, has been completed and the results are evaluated.
2. In response to previous Comment No. 3 (quick repair of damage to concrete chute), DWR provided ‘as required’ repair details on the plans and described in the Technical Memorandum. Please clarify whether these repair methods would be intended to be permanent or temporary and provide justification for the durability of the proposed repair materials.

3. On Sheet S-101, Detail A5, the six-inch baseplate is not drawn to scale (though a scale is provided). Revise Detail A5 to show the correct baseplate width.
4. Sheet S-102 provided detail A2 for an 'as required concrete placement at open spill', which is responsive to our previous comment. We appreciate the added detail. However, we are concerned that this detail could be interpreted as a general spill repair detail for any spills found on the chute going forward. Please clarify that the detail is specific to the hydrofoils.
5. Detail D2 on Sheet S-102 depicts the proposed pressure transducer at Station 34+33 with a sawcut for the wired connection to the upstream transverse joint. Though implied by Note 6 as 'joint sealant', the backfill of the sawcut did not appear to be specified. Please clarify or add a call-out, as needed.
6. The revised resume for Mr. Lee does not provide any explanation of the duration of work experience (other than inferred), as required by previous comment 7. The resume requires revision.
7. The final set of drawings should be marked as approved for construction, issued for construction, 100-percent completed, or something similar.

At this time, you are not authorized to install the aeration instrumentation. Within 60 days of the date of this letter, please provide responses to comments 2 through 7 or submit a plan and schedule for addressing comments 2 through 7. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

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

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Division Manager
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
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2959 Lower Wyandotte Rd., Oroville, CA 95966

PH: 530.693.4305 | FX: 530.693.4605 | Email: osciasocc@gmail.com

www.havenofhopeonwheels.org

May 2, 2022

Attn: City Administrator Bill LaGrone
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Dear City Administrator LaGrone,

Through the Haven of Hope on Wheels program we have been able to serve one of our most vulnerable populations within the City of Oroville; our unhoused and displaced. As requested by the Council for our bi-annual reporting, we would like to give you our 6th update on the services that Haven of Haven of Hope on Wheels has offered in the form of showers and laundry.

Despite the challenges of COVID-19, we were able to provide the following services:

1. New Clients Served: 86
2. Total Number of Showers: 1,834
3. Total Number of Laundry: 1,069

Thank you,

Kevin Thompson
OSCIA / Haven of Hope on Wheels
P: (530) 693-0728
F: (530) 693-4605