



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

March 03, 2020
REGULAR MEETING
OPEN SESSION 5:30 PM
AGENDA

REQUESTS TO ADDRESS COUNCIL

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 two (2) 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 non-agenda items, the time limitation would be reduced to one and a half minutes per speaker. 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, Linda Draper, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Arbor Day Proclamation

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

1. APPROVAL OF THE MINUTES

The Council may approve the minutes of January 28, 2020 and February 4, 2020.

RECOMMENDATION

Approve the minutes of January 28, 2020 and February 4, 2020.

2. FORECLOSURE OF 2244 MITCHELL AVENUE

The City Council may consider the foreclosure of the City's interest on property located at 2244 Mitchell Ave. Oroville (APN 012-254-007), which are financially feasible for the City to cure the underlying first mortgage loan defaults and payoff the first mortgage.

RECOMMENDATION

Adopt Resolution No. 8842 – Authorizing the foreclosure of City's loan interest on the property located at 2244 Mitchell Ave., Oroville CA (APN 012-254-007).

3. PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC. FOR AFFORDABLE HOUSING ADVISORY AND REPORTING SERVICES

The Council may consider a three-year, Professional Services Agreement with Rosenow, Spevacek Group, Inc. (RSG), for Affordable Housing Advisory and Reporting Services in an amount not to exceed \$30,000 (annual budget of \$10,000; \$5,000 for annual reporting services and \$5,000 for on-call advisory services).

RECOMMENDATION

Adopt Resolution No. 8838 – A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC., FOR AFFORDABLE HOUSING ADVISORY SERVICES AND annual reporting, in an amount not to exceed \$30,000, for three years through June 30, 2023 – (Agreement No. 3229-1).

4. CONTRACT AWARD FOR CONSTRUCTION MANAGEMENT OF SEWER CAPACITY EXPANSION PROJECTS

The Council may approve the Construction Management Contract with NV5 to provide construction oversight and management of the upcoming sewer construction projects.

RECOMMENDATION

Approve the budget for construction management and authorize mayor and staff to sign the contract.

5. ADDENDUM TO REPLACEMENT OF ROOFING IN SANK PARK

The Council will consider authorizing an addendum to a contract with George Roofing for the removal and replacement of the roof of the guest home located at the Lott Home / Sank Park Museum in an amount not to exceed \$12,473.00.

RECOMMENDATION

Authorize and direct Staff to execute an addendum to the agreement with George Roofing to remove and replace the roofing on the guest house in an amount not exceed \$12,473.00

6. VOICE FOR THE ARTS AWARD SELECTION

The Council may approve the Arts Commission recommendations for the Voice of the Arts Award.

RECOMMENDATION

Approve the Arts Commission recommendation and award the Voice of the Arts Award to Community Organization Exchange Club of Oroville and Community Individual Rex Burress

7. APPROVAL OF THE ARTS COMMISSION RECOMMENDATION TO EXTEND AGREEMENT 3274-1 – A GRANT AGREEMENT WITH STAGE

The City Council may approve a recommendation from the Arts Commission to extend the grant contract through September 30, 2020.

RECOMMENDATION

APPROVE the Arts Commission recommendation; and

ADOPT Resolution No. 8841 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT AGREEMENT RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION PROJECTS (Agreement 3274-1)

8. APPROVAL OF THE ARTS COMMISSION RECOMMENDATION TO AMEND AGREEMENT 3274-4 – A GRANT AGREEMENT WITH TED HANSON AND FRANK WILSON

The City Council may approve a recommendation from the Arts Commission to increase the grant award for Ted Hanson and Frank Wilson by \$2,400 for a total of \$10,633.38.

RECOMMENDATION

APPROVE the Arts Commission recommendation; and

ADOPT Resolution No. 8840 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT AGREEMENT RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION PROJECTS (Agreement 3274-4)

9. LETTER TO THE BUTTE COUNTY BOARD OF SUPERVISORS IN SUPPORT OF IMPLEMENTATION OF LAURA'S LAW

The Council may consider approving a letter to the Butte County Board of Supervisors in support of implementation of Laura's Law.

RECOMMENDATION

Approve the draft letter or provide direction.

PUBLIC HEARINGS

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 two (2) 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

10. PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT FOR FISCAL YEAR 2019/20

The Council will conduct a public hearing to discuss the fiscal year 2019/20 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 fiscal year 2019/20 Community Development Block Grant Program and solicit public input and comments.

11. THIRD PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON AND PROVIDE INPUT REGARDING THE COMPOSITION OF POTENTIAL COUNCIL MEMBER ELECTION DISTRICT BOUNDARIES

The Council will hold a public hearing to receive public input on and provide input regarding the composition of potential Council Member election district boundaries.

RECOMMENDATION

Open a public hearing to receive public input on and provide input regarding the composition of potential Council Member election district boundaries.

REGULAR BUSINESS

12. MID-YEAR FINANCIAL REVIEW

The Council may receive a mid-year financial report.

RECOMMENDATION

Staff recommends the following budget adjustments:

Expenditures

Risk Management increase \$68,884 to cover increased property insurance.

Planning budget decrease \$100,000 transfer to the Public Works budget.

Public Works increase \$100,000 transfer from the Planning budget.

Public Works increase \$100,000 to cover expenditures allocated here.

Revenues

Human Resources increase \$500 to cover miscellaneous reimbursements.

13. TRAKIT UPGRADE

The Council will consider a Professional Services Agreement with Central Square, in the amount of \$97,220.00, for an upgrade of the existing land use management and permit tracking software program.

RECOMMENDATION

Authorize the upgrade of Trakit in the amount of \$97,220.00.

14. MUNICIPAL SERVICES REVIEW UPDATE AND SPHERE OF INFLUENCE UPDATE

The City Council may authorize the City Administrator to work with the Local Agency Formation Commission (LAFCo) to update the 2014 Municipal Services Review, to update the Sphere of Influence to include the Wilbur Road Area, to initiate discussions with stakeholders on a potential annexation of the Thermalito area, and to prepare the necessary documents and environmental review for such an annexation.

RECOMMENDATION

Authorize the City Administrator to sign an agreement with the Local Agency Formation Commission (LAFCo) to work with the City in the preparation and approval of an updated Municipal Services Review and SOI Update, and authorize up to \$20,000 for that work:

Adopt the Notices of Exemption for the MSR Update and the SOI Update;

Authorize up to \$55,000 for a contract with Policy Consulting Associates, LLC, to update the 2014 Municipal Services Review (MSR) study; and

Authorize the City Administrator to submit a Sphere of Influence update application and other applicable documents to the Butte County Local Agency Formation Commission (LAFCO) for the 422-acres west of Wilbur road and South of State Route 162;

Adopt Resolution No.8837 -- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO APPLY TO THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION FOR A GENERAL PLAN SPHERE OF INFLUENCE UPDATE THAT ADDS A 422-ACRE PENINSULAR AREA WEST OF WILBUR ROAD AND SOUTH OF STATE ROUTE 162 TO THE CITY'S SPHERE OF INFLUENCE.

Initiate discussions of annexation of Thermalito and the areas surrounding the Airport, including engaging stakeholders, and completing the necessary environmental review. Further, authorize the Mayor to sign a contract with Northstar Consulting for the required environmental documentation, in an amount not to exceed \$15,000.

15. AUTHORIZATION TO PURCHASE NEW (3) 1-TON TRUCKS AND (1) 2021 PETERBILT 520 WATER TRUCK

The Council may consider the purchase of (3) 2020 Ford F350 Rugby Dump Bed trucks in the amount of \$127,943.55, and (1) 2021 Diamond Steel Peterbilt 520 water truck, in the amount of \$211,670.62.

RECOMMENDATION

Authorize the purchase of the (3) 1-Ton Ford trucks at a total amount of \$127,943.55

Authorize the purchase of 2021 Diamond Steel Peterbilt 520 water truck, in the amount of \$211,670.62.

16. SELECTION OF THE 2020 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT

The Council will consider the selection of a recipient for the 2020 Samuel J. Norris Award for Excellence.

RECOMMENDATION

Select a recipient for the 2020 Samuel J. Norris Award for Excellence, to be presented at the **State of the City Address on April 9, 2020, at the Oroville State Theatre**

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence
 - i. Notice of PG&E's intent to increase rates due to Public Safety Power Shutoff's
 - ii. FERC Correspondence
 - iii. Comcast Correspondence
 - iv. Notification of Boron and PFAS in Cal Water's Oroville Water System

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on March 17, 2020 at 5:00pm.

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

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

CITY OF OROVILLE ARBOR DAY PROCLAMATION

ARBOR DAY has been observed throughout the nation and the world for 148 years;

WHEREAS, “Arbor” was derived from the Latin word for tree and “Arbor Day” was conceived by newspaper editor and politician, J. Sterling Morton, who proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, in 1872, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, in 1909, California designated March 7th as the beginning of the Arbor Day celebration to commemorate Luther Burbank’s birthday, the great California botanist, who was born on March 7, 1849. California observes Arbor Day concurrently with Conservation Week, from March 7th through March 14th.

WHEREAS, trees are not just a source of beautification for our neighborhoods and parks, they can also reduce erosion of our precious topsoil by wind and water, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife, and trees are a valuable, renewable resource.

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, beautify our community, and can be a source of joy and spiritual renewal.

WHEREAS, this is the 40th year that the City of Oroville has been recognized as a “Tree City USA” by the National Arbor Day Foundation, and the City desires to continue its tree planting program.

NOW THEREFORE, I, Chuck Reynolds, Mayor of the City of Oroville, in concurrence with the Oroville City Council, hereby proclaim March 7, 2020 through March 14, 2020 as the observance of the Arbor Day celebration in the City of Oroville and urge all citizens to plant, care for, and preserve trees throughout our community to enhance the spirit and well being for our present and future generations.

Chuck Reynolds, Mayor



**January 28, 2020
MINUTES**

This agenda was posted on January 27, 2020 at 1:30pm. This meeting was recorded and may be viewed at cityoforoville.org.

CALL TO ORDER / ROLL CALL

Meeting called to order at 5:00pm by Mayor Reynolds

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

ABSENT: None

STAFF: City Administrator Bill LaGrone, Assistant City Administrator Leo DePaola, Assistant City Administrator Joe Deal, City Attorney Scott Huber, Project Manager Tom Lando, Assistant City Clerk Jackie Glover, City Treasurer Karolyn Fairbanks

OPEN SESSION

1. Pledge of Allegiance – Led by Mayor Reynolds
2. Adoption of Agenda – Motion by Council Member Goodson and second by Council Member Draper to adopt the agenda. Motion passed.

AYES: Council Member Hatley, Pittman, Goodson, Draper, Smith, Vice Mayor Thomson, Mayor Reynolds

NOES: None

ABSTAIN: None

ABSENT: None

CONSENT CALENDAR

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

AYES: Council Member Hatley, Pittman, Goodson, Draper, Smith, Vice Mayor Thomson, Mayor Reynolds

NOES: None

ABSTAIN: None

ABSENT: None

- 1. CONSIDER AND ADOPT THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER'S ASSOCIATION**

The City Council **Adopted Resolution No. 8835** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND

2. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS

The Council **Adopted Resolution No. 8834** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS TO SERVE AS ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR – (Agreement No. 3299).

3. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA

The Council **Adopted Resolution No. 8833** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND LEONARDO DEPAOLA TO SERVE AS ASSISTANT CITY ADMINISTRATOR – COMMUNITY DEVELOPMENT DEPARTMENT – (Agreement No. 3298).

REGULAR BUSINESS

4. WARMING CENTER OPERATIONS GUIDELINES

The Council provided staff with direction regarding the operational hours and guidelines for opening a warming center.

The following individuals spoke on agenda item 4:

- Pastor Josh Jamison
- Annie Terry
- Chris Logan
- Pastor Steve Terry
- Jim Adam
- Lydia Kaoorn
- Carol Zanon
- Lisa Torres

Motion by Vice Mayor Thomson and second by Council Member Draper to adopt the city of Chico’s guidelines regarding warming centers. Motion passed.

AYES: Council Member Pittman, Goodson, Draper, Smith, Vice Mayor Thomson, Mayor Reynolds

NOES: Council Member Hatley

ABSTAIN: None

ABSENT: None

ADJOURNMENT

Mayor Reynolds adjourned the meeting at 5:48pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**February 04, 2020
MINUTES**

This agenda was posted on January 31, 2020 at 1:04pm. This meeting was recorded and may be viewed at cityoforoville.org.

CALL TO ORDER / ROLL CALL

Meeting called to order at 5pm by Mayor Reynolds

PRESENT: Council Members: David Pittman, Eric Smith, Linda Draper, Art Hatley, Janet Goodson, Mayor Chuck Reynolds

ABSENT: Vice Mayor Scott Thomson

STAFF: City Administrator Bill LaGrone, Assistant City Administrator Leo DePaola, Assistant City Administrator Joe Deal, Assistant City Administrator Ruth Wright, Project Manager Tom Lando, City Attorney Sam Emmerson, Assistant City Clerk Jackie Glover, Deputy Fire Chief Chris Tenns, Sargent Steve Solano, Treasurer Karolyn Fairbanks

CLOSED SESSION

The Council convened to closed session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, City Attorney and Public Safety Director regarding a personnel matter.

OPEN SESSION

The Council Reconvened at 5:30pm

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

AYES: Council Member Hatley, Pittman, Goodson, Draper, Smith, Mayor Reynolds

NOES: None

ABSTAIN: None

ABSENT: Vice Mayor Scott Thomson

PRESENTATIONS AND PROCLAMATIONS

1. Council Member Art Hatley presented a proclamation honoring Planning Commissioner Damon Robison
2. The Council received a Laura's Law Presentation presented by Scott Kennelly.

3. New Oroville Fire Employees were introduced by Chief Joe Deal and Mayor Reynolds administered the Oath of Office to each new employee.

Item 1.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Ron LaGatta
- Bill Speer

The Following individuals spoke on agenda items:

- Mike Brown – Item 7
- George Deeds – Presentation Item 2
- The Cameraman – Items 3, 5, 7
- Annie Terry – Item 7
- David Quintel – Item 7
- Bill Speer – Item 7

CONSENT CALENDAR

Motion by Council Member Smith and second by Council Member Draper to approve the consent calendar items 1-6. Motion passed.

AYES: Council Member Hatley, Pittman, Goodson, Draper, Smith, Mayor Reynolds
NOES: None
ABSTAIN: None
ABSENT: Vice Mayor Scott Thomson

1. APPROVAL OF THE MINUTES

The City Council approved the minutes of the City Council Meeting on January 21, 2020.

2. CONSIDER AND ADOPT THE REVISED MASTER SALARY SCHEDULE

The City Council adopted a revised master salary schedule.

3. CITY SPONSORSHIP IN THE EXPERIMENTAL AIRCRAFT ASSOCIATION FLY-IN

The Council authorized the city sponsoring the Experimental Aircraft Associations, 2020 Oroville Airport Fly-in on May 16, 2020 by authorizing a reduction of profit from the Aviation Fuel sales for the day of the event.

4. APPROVAL OF A RESOLUTION TO TRANSFER THE REAL PROPERTY LOCATED AT 80 RAINY WAY TO SHINING S PROPERTIES LLC (DUKE SHERWOOD)

The Council **Adopted Resolution No. 8832** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL TITLE AND ESCROW DOCUMENTS AT MID VALLEY TITLE & ESCROW COMPANY RELATED TO THE TRANSFER OF CITY OWNED REAL PROPERTY LOCATED AT 80 RAINY WAY TO SHINING S PROPERTIES LLC

5. ACCEPTANCE OF COMMUNITY DONATIONS AND AUTHORIZATION TO PURCHASE K-9 AND ASSOCIATED TRAINING

The Council considered and accepted community donations and grants in the amount of \$34,721.00 to go toward the purchase of a new police canine, associated training and continued maintenance of the K-9 program.

6. RIGHT OF WAY CONTRACT BETWEEN CALTRANS & CITY OF OROVILLE

Item 1.

The Council considered a request from the California Department of Transportation (Caltrans) to purchase a minor amount of property fronting State Route 162 at the City’s detention pond.

The Council authorized and direct the Mayor to execute all documents necessary for the sale of this property to Caltrans for necessary right of way for 162 highway expansion.

PUBLIC HEARINGS

7. SECOND PUBLIC HEARING TO RECEIVE INPUT REGARDING TRANSITION TO BY-DISTRICT ELECTIONS FOR COUNCIL MEMBERS

The Council held the second public hearing to receive a presentation from Q2 Data & Research LLC and to receive input from the public regarding the transition to a by-district election process. There were five public speakers.

REGULAR BUSINESS

8. DEVELOPMENT IMPACT FEE STUDY UPDATE

The City Council authorized the City Administrator to authorize up to \$68,500 for a contract with Willdan Financial Services to update the 2015 Development Impact Fee study, which is required to be updated every five years.

Motion by Council Member Goodson and second by Council Member draper to authorize the Mayor to sign a contract with Willdan Consulting to update the Development Impact Fee Study in the amount of \$68,500. The cost will be distributed to the various impact fee funds the City has collected. Motion passed.

- AYES: Council Member Hatley, Pittman, Goodson, Draper, Smith, Mayor Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Vice Mayor Scott Thomson

9. LETTER OF SUPPORT FOR 1 BILLION BUDGET REQUESTS FOR DISASTER HOUSING RELIEF AND RECOVERY

Motion by Council Member Goodson and second by Council Member Draper to authorize letter of support to include 1 Billion dollars in the State Budget for Disaster Housing Relief and Recovery. Motion passed.

- AYES: Council Member Hatley, Pittman, Goodson, Draper, Smith, Mayor Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Vice Mayor Scott Thomson

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports
 - a. Goodson – Attended the January Wyandotte Creek GSA meeting, was a judge for the Academic Decathlon
 - b. Smith – Announced the Wizards vs OCESD Staff game on Saturday at 7pm.

2. Future Agenda Items - None

3. Administration Reports

- a. Assistant City Administrator Ruth Wright – Attended the Finance Officers Conference, good information regarding Cal Pers
- b. Project Manager Tom Lando – Will be bringing forward the Municipal Review in the next 30 days
- c. City Administrator Bill LaGrone – Had a Meeting regarding the Mobile Home Units used by the Workers for the Camp Fire, not great news.
- d. Assistant City Administrator Leo DePaola – Several new projects in the works including permits pulled for Vista Del Oro and DR Horton looking at vacant land

4. Correspondence

- i. Letter of Resignation - Planning Commissioner Robison
- ii. Comcast's Notice of Programming Adjustments

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 7:29pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

RE: FORECLOSURE OF 2244 MITCHELL AVENUE

DATE: MARCH 3, 2020

SUMMARY

The City Council may consider the foreclosure of the City’s interest on property located at 2244 Mitchell Ave. Oroville (APN 012-254-007), which are financially feasible for the City to cure the underlying first mortgage loan defaults and payoff the first mortgage.

DISCUSSION

Staff received a Notice of Default in January 2020 from the primary lender, US Bank. Shortly afterwards, it came to staff’s attention that the borrower had passed away in April of 2019. Currently, staff is seeking authorization from the Council to take action by paying off the primary mortgage on 2242 Mitchell Avenue and initiating foreclosure on the property where the borrower obtained a loan through the City of Oroville’s First Time Home Buyer Program.

Address	Amount Due to Primary Lender	Amount of City Loan	Total Loans	Value Based on Comparable
2242 Mitchell Ave.	\$69,657.00 through 2/3/2020 \$7.81 per day will be added.	\$56,050.00 plus 3% interest \$6,723.00 (approx.)	\$132,430 (approx.)	\$172,261.00

FISCAL IMPACT

There is no general fund impact. Approximately \$74,157.00 will be needed to cure the default, including foreclosure fees from Fund 221, budget unit 7011, account number 7040, project code 1418910. Appropriations are available in the amount of \$98,357.80.

RECOMMENDATION

Adopt Resolution No. 8842 – Authorizing the foreclosure of City’s loan interest on the property located at 2244 Mitchell Ave., Oroville CA (APN 012-254-007).

ATTACHMENTS

Resolution No. 8842

**CITY OF OROVILLE
RESOLUTION NO. 8842**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 2242 MITCHELL AVENUE, OROVILLE (APN 012-254-007)

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

1. The Mayor is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 2242 Mitchell Ave., (APN 012-254-007) Oroville, California; and
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 March 3, 2020, 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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

**RE: PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW
SPEVACEK GROUP, INC. FOR AFFORDABLE HOUSING ADVISORY
AND REPORTING SERVICES**

DATE: MARCH 3, 2020

SUMMARY

The Council may consider a three-year, Professional Services Agreement with Rosenow, Spevacek Group, Inc. (RSG), for Affordable Housing Advisory and Reporting Services in an amount not to exceed \$30,000 (annual budget of \$10,000; \$5,000 for annual reporting services and \$5,000 for on-call advisory services).

DISCUSSION

Staff is seeking council approval to enter into a Professional Services Agreement with RSG, to assist the City in administering its affordable housing program for a period of three years (Fiscal Year 19/20-through 2020-23). The Agreement is for as-needed services for operational burdens created by SB341; including but is not limited to the preparation of annual reports required by state law, such as, the Housing Expenditure Report, an independent financial audit for Low and Moderate Income Housing Asset Fund and the expanded HCD Annual Report (APR) for the Housing Element. Additionally, RSG will assist the City to evaluate potential partnerships to develop and/or maintain affordable housing. Such assistance may include:

- Assisting staff with inquiries from potential affordable housing developers or operators,
- Creating strategies for specific projects or programs to be considered by the City Council,
- Pro Forma financial feasibility analysis when proposals entail the use of City affordable housing property assets or capital,
- Negotiating terms and conditions of affordable housing agreements,
- Project underwriting,
- Assisting development partners find additional sources of capital for City-sponsored projects,
- Providing strategic guidance on how the City may best meet legal requirements when using real property or capital for such housing,

- Developing disposition or reuse strategies for affordable housing properties held by the City,
- Other tasks, as requested.

FISCAL IMPACT

Housing Program Fund (Outside Services) 7011-6360-1418910 \$30,000
Appropriations have been budgeted here

RECOMMENDATION

Adopt Resolution No. 8838 – A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC., FOR AFFORDABLE HOUSING ADVISORY SERVICES AND ANNUAL REPORTING, IN AN AMOUNT NOT TO EXCEED \$30,000, FOR THREE YEARS THROUGH JUNE 30, 2023 – (Agreement No. 3229-1).

ATTACHMENTS

Resolution No. 8838
Agreement No. 3229-1
RSG Proposal

**OROVILLE SUCCESSOR AGENCY
RESOLUTION NO. 8838**

A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC (RSG)., FOR AFFORDABLE HOUSING ADVISORY SERVICES AND ANNUAL REPORTING, IN AN AMOUNT NOT TO EXCEED \$30,000, FOR THREE YEARS THROUGH JUNE 30, 2023.

(AGREEMENT NO. 3229-1)

NOW THEREFORE, be it hereby resolved by the Oroville Successor Agency of the former Oroville Redevelopment Agency as follows:

- 1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with RSG, Inc for affordable housing advisory services and annual housing element reporting services, not to exceed \$30,000, though June 30, 2023.
- 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 March 3, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Bill LaGrone, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **March 3, 2020**, by and between the **City of Oroville**, a municipal corporation (“City”) and **Rosenow Spevacek Group, Inc. (RSG)** (“Consultant”).

RECITALS

1. Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
2. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
3. City desires to retain Consultant to provide Annual Affordable Housing Advisory and Reporting Services for a three-year period through June 30, 2023.

AGREEMENT

1. SCOPE OF SERVICES. The Consultant shall furnish but are not limited to the following services in a professional manner:
 - A. Prepare annually, the Housing Expenditure Report to be prepared in conjunction with the annual financial audit within 6 months after the fiscal year.
 - B. Prepare annually, an independent financial audit for the low- and moderate-income Housing Asset Fund (“Housing Program Fund”) inherited from the former Redevelopment Agency within 6 months of the end of each fiscal year.
 - C. Prepare and expand annually, the Housing Element Annual Report (APR) pursuant to the Health and Safety Code Section 34176.1(f).

- D. Assist staff with inquiries from potential affordable housing developers or operators.
- E. Create strategies for specific projects or programs to be considered by the City Council.
- F. Prepare proforma financial feasibility analysis when proposals entail the use of City affordable housing property assets or capital.
- G. Negotiate terms and conditions of affordable housing agreements.
- H. Assist development partners with finding additional sources of capital for City-sponsored projects.
- I. Provide strategic guidance on how the City may best meet legal requirements when using real property or capital for such housing.
- J. Develop disposition or reuse strategies for affordable housing properties held by the City.
- K. Other tasks, as requested.

1. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by June 30, 2023.
2. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: An Annual budget of \$10,000 for three years, consisting of \$5,000 for annual reporting services and \$5,000 for on-call advisory services. **In no event shall Consultant's compensation exceed the amount of Thirty Thousand Dollars (\$30,000) without additional written authorization from the City.** Payment by City under this agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

3. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant's invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made for services until the final work under this Agreement has been accepted by the City.
4. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
5. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or 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.
6. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party.

Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

7. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
8. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the

services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. 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 five (5) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate

performance under this Agreement for a minimum of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, Housing and Urban Development (HUD), California State Housing and Community Development (HCD), the Inspector General or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement for a period of (5) five years or longer, from the date of termination or completion of this agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. 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.

13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and 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.

15. 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.
16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
18. INSURANCE REQUIREMENTS. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall

be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:

**Jim Simon, Principal
Rosenow, Spevacek Group, Inc.
309 West 4th St.
Santa Ana, CA 92701-4502**

- 20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
- 21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
- 22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written

authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. CONTROLLING LAW AND VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
26. LITIGATION EXPENSES AND ATTORNEYS' FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The

parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting

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

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the

regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to

perform work under this contract.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal

Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.
36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover

all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE
- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and

Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant

or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

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

CITY OF OROVILLE

Chuck Reynolds, Mayor

CONSULTANT

Jim Simon, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Bill LaGrone, City Clerk

Attachments:

“A” Insurance Requirements



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

January 17, 2020

Via Electronic Mail

Amy Bergstrand, Management Analyst III
CITY OF OROVILLE
1735 Montgomery Street
Oroville, CA 95965

**PROPOSAL FOR CONSULTING SERVICES
ANNUAL AFFORDABLE HOUSING ADVISORY AND REPORTING SERVICES**

Dear Ms. Bergstrand:

RSG is pleased to present this proposal to assist the City of Oroville administer its affordable housing program. It has been our pleasure to provide Affordable Housing Advisory and Reporting Services to the City for the past several years. This letter presents our scope of work and fee proposal to assist the City with annual consulting services for fiscal years 2020-21 through 2022-23.

SCOPE OF WORK

RSG would work closely with City staff to execute Oroville's affordable housing programs as necessary and as directed by staff. Our work generally would be expected to entail preparation of certain annual reports required by state law as well as providing advisory services on project-specific transactions, including project underwriting, real property negotiations, and creating agreements to produce or maintain the stock of affordable housing.

We have described these activities below.

Annual Reporting Services

RSG would complete two reports annually for the City and coordinate their timely posting and distribution as required. Specifically, RSG would request and compile information from the City for the reporting period, analyze data and identify potential issues, and draft the reports.

Housing Expenditures Report: Health and Safety Code Section 34176.1(f) describes an expenditure report to be prepared in conjunction with the annual financial audit within 6 months after the fiscal year. These reports were among the requirements of SB 341 and track the expenditures and activity from housing asset funds received from former redevelopment agencies. These reports are typically completed by the end of December for the preceding fiscal year.

Further, Health and Safety Code Section 34176.1(f) requires the City (as the housing successor to the former Oroville Redevelopment Agency) to conduct and provide to the City Council an independent financial audit for the Low and Moderate Income Housing Asset Fund ("Housing Fund") inherited from the former Redevelopment Agency within 6 months of the end of each fiscal year. Beyond the audit, the APR (starting with 2014) will need to be expanded to include additional information not found in the HCD annual report template pursuant to this same section of the Health and Safety Code.

Housing Element Report: For general law cities, Government Code Section 65400 requires that APRs are to be prepared and submitted annually to the State Department of Housing and Community Development ("HCD") and the Governor's Office of Planning and Research

("OPR"). As part of this report, the HSC 34176.1(f) report is to be submitted as well. The APR is due by April 1 of each year.

As a charter city, while filing is not statutorily required, Oroville stands to gain access to HCD grant funding for affordable housing projects and programs by voluntarily filing these reports, as well as making it easier to administer and undertake future periodic updates to its Housing Element, most recently updated in June 2014.

Transactional/Advisory Services

As directed by staff, RSG may assist the City evaluate potential partnerships to develop and/or maintain affordable housing. Such assistance may include:

- Assisting staff with inquiries from potential affordable housing developers or operators
- Creating strategies for specific projects or programs to be considered by the City Council
- Pro forma financial feasibility analysis when proposals entail the use of City affordable housing property assets or capital
- Negotiating terms and conditions of affordable housing agreements
- Assisting development partners find additional sources of capital for City-sponsored projects
- Providing strategic guidance on how the City may best meet legal requirements when using real property or capital for such housing
- Developing disposition or reuse strategies for affordable housing properties held by the City.
- Other tasks, as requested

ANNUAL NOT-TO-EXCEED BUDGET

Based on experience, RSG is recommending an annual budget of \$10,000 for these services, consisting of \$5,000 for annual reporting services and \$5,000 for on-call advisory services. For three years, this would total **\$30,000**. All work would be billed on a time and materials basis within these budgets; RSG will issue an invoice for the work completed to date based on our billing rates below:

Hourly Billing Rates & Fee Schedule

Principal / Director	\$ 275
Senior Associate	200
Associate	185
Senior Analyst	150
Analyst	135
Research Assistant	125
Technician	80
Clerical	60
Reimbursable Expenses	Cost plus 10%

Amy Bergstrand, Management Analyst III
CITY OF OROVILLE
January 17, 2020
Page 3

Item 3.

Should this proposal meet your expectations, we are prepared to execute a contract and commence work at your convenience. If you have any questions, please do not hesitate to contact us at (714) 316-2120 or at jsimon@webrsg.com.

Sincerely,



Jim Simon
Principal, RSG, Inc.

APPROVED AND AUTHORIZED TO PROCEED:

Signature: _____

Printed
Name: _____

Title: _____

Date: _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MIKE MASSARO, CONTRACT ENGINEER

RE: CONTRACT AWARD FOR CONSTRUCTION MANAGEMENT OF SEWER CAPACITY EXPANSION PROJECTS

DATE: FEBRUARY 18, 2020

SUMMARY

The Council may approve the Construction Management Contract with NV5 to provide construction oversight and management of the upcoming sewer construction projects.

DISCUSSION

Several capital improvement projects for the City’s sanitary sewer system were identified as part of the Sanitary Sewer Master Plan developed in 2013. Two of these projects, 1D on Montgomery Street and 1F on Table Mountain Boulevard, need a construction manager before they can be put out to bid and constructed.

Five engineering firms replied to the City’s request for proposals and the proposals were evaluated against the selection criteria by Contract City Engineer, Matt Thompson; Public Works Sewer Supervisor, Cody Nissen; and Contract Engineer, Mike Massaro. The committee ranked the proposals:

1. NV5
2. KSN
3. Stantec
4. MT&Co
5. 4LEAF

FISCAL IMPACT

Fiscal impact is anticipated to be approximately as follows:

Appropriations are budgeted for in the Sewer Fund 400, infrastructure.

RECOMMENDATION

Approve the budget for construction management and authorize mayor and staff to sign the contract.

ATTACHMENTS

- Consultant Contract
- Attachment A – Scope of Services
- Attachment B – Fee Estimate
- Attachment C - Insurance

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of February 18, 2020, by and between the City of Oroville (“City”) and NV5 (“Consultant”).

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Construction Management Services for the Sanitary Sewer Projects 1D and 1F as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in the NV5 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 Agreement and shall be completed at the end of Project close out.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee budget set forth in Exhibit “B,” which is attached

- hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$206,550 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
 5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
 6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to

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

- and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City

official, other than normal agreement monitoring; and

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

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

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or

indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

- 17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
- 18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant: **NV5**
48 Bellarmine Court
Chico, CA 95928
Attn: Stephen Walters, PE

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: _____
Chuck Reynolds, Mayor

By: _____
Stephen Walters, Group Director,
NV5

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Bill LaGrone, City Administrator

Attachments: Exhibit A - Consultant Scope
Exhibit B – Fee Proposal
Exhibit C - Insurance Requirements

SCOPE OF SERVICES

NV5 has developed a scope of services to effectively manage the construction of the City of Oroville’s Sanitary Sewer Projects 1D and 1F. Each task includes a narrative of services to be provided and a description of deliverables. Where applicable, we have noted quantity and duration assumptions to better define the scope of particular tasks.

Our scope of services is based on the our preliminary review of the Request for Proposals, Project Documents and our experience with similar type of projects. We look forward to meeting with you to finalize a scope of services that best matches the City of Oroville’s needs.

TASK 1 – SERVICES PRIOR TO CONSTRUCTION

1.0.1 – CONSTRUCTABILITY REVIEW

NV5 will perform a constructability and bidability review of all contract documents including the plans, specifications, geotechnical reports, engineer’s estimate, project schedule, agency and utility agreements, environmental permits. This review allows us to become intimately familiar with the design prior to the beginning of construction. Our review looks for ambiguities and conflicts, including inconsistencies between parts of the plans, specifications, and estimates. We also will make recommendations for value engineering opportunities. Upon submittal of our findings, we meet with the City and the Design Engineer to discuss review comments and vet possible revisions, additions and/or deletions to the contract documents prior to bid advertisement.

Deliverables: *Summary report that includes review comments and recommendations.*

1.0.2 - KICK-OFF MEETING WITH THE CITY AND DESIGN ENGINEER

NV5 will lead a meeting with the City, Design Engineer and Contractor to discuss the design, schedule, and to coordinate responsibilities of the team. Specific agenda items will include:

- Review Contract Documents
- Review Constructability Review Comments and Recommendations
- Discuss status of permits and coordination issues.
- Deliverables: Written agenda and meeting minutes.

TASK 2 - CONSTRUCTION MANAGEMENT SERVICES

2.1 - PROJECT MANAGEMENT

2.1.1 - Communication with Contractor, City Staff, Utilities, Permitting Agencies and Other Stakeholders

NV5’s part-time Resident Engineer (RE) will act as the liaison for the Construction Team and Stakeholders to provide effective communications and timely resolutions. The RE will coordinate with City, Lead Inspector and the Contractor to stay apprised of progress, quality, and potential conflicts that may arise during construction. The RE will coordinate with the City’s Environmental Consultant to schedule preconstruction surveys and monitoring of Contractor’s activities to help ensure compliance with environmental permits. The RE will coordinate quality assurance verification of the Contractors Survey and layout. The RE will coordinate with the Caltrans District 10 Representative to help ensure compliance with any encroachment permit requirements and notifications. NV5 will proactively track action items and responsible parties to help resolve outstanding issues, eliminating extra costs or delays.

Deliverables: *Various forms of written correspondence such as letters, field orders and clarifications, correction notices, change order requests, transmittals, etc.*

2.1.2 - SCHEDULE MANAGEMENT AND REVIEW

NV5 will review the contractor’s preliminary schedule, baseline schedule and monthly schedule updates. The baseline schedule analysis will include determining if the critical path is correct, the activity durations are reasonable, the interrelation between activities is accurate, and the overall logic is realistic. We will use the approved baseline schedule to evaluate potential delays and workaround strategies to mitigate delay impacts. As work progresses, the monthly schedule updates will be reviewed for accuracy against the project records. We will also confirm that all weather days, change orders and work resequencing are included so that impacts to the critical path can be accurately assessed. Lastly, we will require the contractor to provide look-ahead schedules at each weekly meeting and compare these with the current baseline schedule.

Deliverables: *Approved copies of baseline, baseline revisions and monthly update schedules.*

2.1.3 – COST CONTROL SYSTEM

NV5 will develop and implement a cost control system to monitor and update the status of the construction and construction management costs and budget throughout the project. The goal of cost control program is to identify trends before they become issues. The status of both the contractor’s and construction management budgets will be summarized in our monthly progress reports. We will utilize a cost loaded schedule to indicate the contractor’s progress and provide a narrative in our monthly reports comparing actual progress to contract duration and budget expired to date. We will provide the City with detailed

invoices for construction management services. These invoices will summarize labor expenditures, direct costs, and subconsultant charges. We will provide a narrative in the monthly progress reports detailing the tasks started, continued and/or completed in the reporting period. We will provide a comparison of our rate of expenditure to the overall construction progress.

Deliverables: *Cost analysis discussions in monthly progress reports.*

2.1.4 PUBLIC OUTREACH

NV5 shall coordinate outreach activities between the Contractor, City Public Works and utility representatives in order to implement shut down notifications, a public meeting and weekly schedule updates.

Deliverables: *Summary of schedule impacts to the public each week after the Weekly Progress Meeting*

2.1.5 TRAFFIC CONTROL

During construction, NV5 will evaluate traffic control plans submitted by the Contractor for each stage of construction. We will discuss comments and plan with the City Public Works Staff and any other affected organizations.

Deliverables: *Reviewed Traffic Control plan review comments, meetings with City and letters identifying comments/correction and/or approval to the Contractor.*

2.1.6 - SWPPP MONITORING

NV5 will provide a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) to assist in the review the Contractor's SWPPP, inspections of BMP implementation and maintenance, and reporting on SMARTS. NV5 will maintain a log of the contractor's inspection reports and inform them if reports are late or missing. The RE along with the inspector will monitor the work to help ensure it complies with the approved SWPPP and the General Construction Permit requirements.

Deliverables: *SWPPP review comments and periodic copies of SWPPP log (as requested).*

2.1.7 - PROGRESS PAY ESTIMATE REVIEW

NV5 will manage, review and provide recommendations to the City for approval of monthly applications for payments. Field measurements and quantity calculations will be the basis of payment for each unit bid item. The RE will compile payment quantities using the daily reports. An approved Schedule of Values (SOV) will be the basis of payment for each lump sum bid item. The RE will determine lump sum progress payments by evaluating the approved the SOV. The

RE will then reconcile any differences with the Contractor. Each payment application will include a systematic determination of the quantities of work completed and their values. Payments will be processed through the City's Project Manager.

Deliverables: *Approved monthly progress payment applications and back-up*

2.1.8 LABOR COMPLIANCE/CERTIFIED PAYROLL

NV5 will provide a labor compliance program in which we receive and log certified payrolls and any other labor documentation that is submitted by the contractor and subs. Copies of the contractor's certified payrolls along with copies of NV5's daily diaries showing names of contractor's or subcontractor's personnel on the site along with the number of hours worked each day will be reviewed for compliance with prevailing wage requirements. Additionally, NV5 will conduct regular contractor employee interviews to verify the appropriate prevailing wages and fringe benefits are being paid.

Deliverables: *Review comments to the Contractor on any discrepancies found upon review of Contractors submitted certified payroll, Employee interview forms.*

2.1.9 PROGRESS REPORTS TO CITY

NV5 will prepare and submit to the City monthly progress reports. These reports will include summary of work accomplished by the Contractor during the previous month, schedule updates, summary of work to be accomplished the following month, completion percentage (time and budget), summary of issues encountered and proposed corrective actions, identify concerns and any other pertinent information

Deliverables: *Monthly Progress Reports submitted with Contractors monthly progress payment recommendation.*

2.2 – CONSTRUCTION CONTRACT ADMINISTRATION

2.2.1 - PRE-CONSTRUCTION MEETING

NV5 will coordinate and lead preparations and conducting a pre-construction meeting with the City, design engineer and Contractor. This meeting will highlight contract administration procedures, submittal management, review times, procedures for change order concurrence, and general lines of communication. NV5 will review the project scope, contractual requirements and discuss coordination efforts. NV5 will review and distribute the meeting agenda, as well as preparing minutes for this meeting.

Deliverables: *Preconstruction meeting minutes and attendance sign in sheet*

2.2.2 – WEEKLY PROGRESS MEETINGS

NV5 will hold progress meetings with the City and contractor’s personnel to review construction progress. We anticipate that progress meetings will be held once a week. NV5 will require the contractor to provide a 3-week look ahead schedule to facilitate discussions and planning of current and near-future activities. We will review the status of submittals, RFIs, change orders, field orders, and permit compliance. NV5 will discuss project safety and public convenience and outreach items. NV5 will identify critical items and assign responsible parties, specific action items and timelines to resolve items before they impact schedule or cost.

Deliverables: *Written agenda and meeting minutes; current logs of submittals, RFIs, Field Orders, and Change Orders.*

2.2.3 - SUBMITTAL MANAGEMENT

NV5 will review and manage the submittals process during construction. Once received, the RE will perform an initial review of submittals for completeness and determine if additional review is necessary. Some pertinent submittals are then forwarded to the Design Engineer and the City (as necessary) for review or returned to the Contractor as authorized or requesting additional information. The RE will compile all comments into a final response back to the Contractor. NV5 will maintain a submittal status log. This log helps us track review times to ensure that submittal reviews do not delay the work.

Deliverables: *Stamped submittal transmittals with comments and weekly Submittal Logs*

2.2.4 - REQUEST FOR INFORMATION (RFI) MANAGEMENT

NV5 will review and manage the RFI process throughout the contract duration. Once received, the RE will perform an initial review of RFIs for completeness and then forward to the Design Engineer and the City (as necessary) for review or return it to the Contractor requesting additional information. NV5 will maintain a RFI status log. This log helps us track review times to ensure that RFIs do not delay the work.

Deliverables: *Final signed copies of RFI responses and weekly RFI logs*

2.2.5 - WEEKLY STATEMENT OF WORKING DAYS (WSWD)

NV5 will determine and record working days using a Caltrans-based Weekly Statement of Working Days form. NV5 will require the contractor to submit written requests for non-working days and verify that impacts due to weather effected the current controlling operation. NV5 will distribute WSWD to the Contractor and allow them five (5) working days to dispute.

Deliverables: *Weekly Statement of Workings Days on a weekly basis.*

2.2.6 - PROGRESS PAY ESTIMATE REVIEW

NV5 will manage, review and provide recommendations to the City for approval of monthly applications for payments. Field measurements and quantity calculations will be the basis of payment for each unit bid item. The RE will compile payment quantities using the City’s Inspectors daily reports. An approved Schedule of Values (SOV) will be the basis of payment for each lump sum bid item. The RE will determine lump sum progress payments by evaluating the approved SOV. The RE will then reconcile any differences with the Contractor. Each payment application will include a systematic determination of the quantities of work completed and their values. Payments will be processed through the City’s Project Manager.

Deliverables: *Approved monthly progress payment applications and back-up*

2.3 – CHANGE ORDER MANAGEMENT

2.3.0 - POTENTIAL CHANGE ORDER (PCO) AND CONTRACT CHANGE ORDER (CCO) MANAGEMENT

Evaluation and negotiation of PCO/CCOs are among the most important functions of the construction management team. A timely and accurate evaluation can help keep the project on schedule and avoid contractor claims. Prior to requesting City approval, all contract change orders will be evaluated by NV5. To successfully manage CCOs, NV5 will perform the following:

- Review contract documents to determine validity of requested cost and/or time
- Determine the appropriate method of payment
- Perform independent force account analysis to justify requested costs
- Review time-impact-analysis for CCOs involving requests for additional time
- Obtain City concurrence prior to issuing a CCO and/or starting CCO work
- Draft CCO and justification memos for City approval
- Authorize and record labor, equipment and materials used on force account work. Any force account work will be tracked on a Daily Extra Work Report or a report similar to a Daily Inspection Report.
- Process and incorporate CCO work into the progress payment breakdown
- Log all potential and approved CCOs to track and manage the construction budget

Deliverables: *CCOs with justification memo for approval and weekly PCO/CCO logs*

2.4 – FIELD INSPECTION

2.4.1 - FIELD OBSERVATIONS

NV5 will provide full-time Construction Inspector(s) to perform the daily field inspections and documentation required on a complex construction project such as this. Typical tasks expected from the Inspectors include, but not limited to, the following:

- Provide inspections to help ensure the work is being performed in general conformance with contract documents;
- Provide the RE written daily dairies and photos by the end of the current week that document the work performed, manpower, equipment, materials, and extra work;
- Identify potential flaws in the constructed product and provide feedback on proposed remedial action;
- Attempt to resolve field problems and disputes at the lowest level;
- Provide the RE daily quantity calculations and measurement based on completed work for Progress Payments by the end of the current month;
- Keep a watchful eye for unsafe conditions;
- Take progress photos of the work;
- Prepare punch list and update as-built records as needed;
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner; and,
- Verify implementation of contractors' safety plan.

The RE's primary field responsibilities will include the following tasks:

- Perform periodic site visits to observe the Contractor's work;
- Coordinate with the Inspector(s) to track progress, discuss and resolve field issues and provide engineering support;
- Schedule materials testing and coordinating corrective measures as required; and,
- Coordinate and schedule survey verification, monitoring and inspections related to environmental and encroachment permitting.

Deliverables: *Monthly Progress Report that includes reviewed copies of submitted Inspector's daily reports.*

2.4.2 - MATERIALS TESTING AND SPECIALTY INSPECTIONS

NV5 will provide materials testing and specialty inspections from our office in Chico, CA utilizing local staff. We will provide engineering technicians with the appropriate qualifications to perform testing. NV5 will implement a project-specific quality assurance plan for testing and accepting materials incorporated into the work. Our plan will be in accordance with the project specifications as well as the City's and Caltrans' standards. Materials will be accepted by field testing, and/or by the RE based on the manufacturer's certificate of compliance. Our efforts for this project will primarily focus soil sampling and compaction testing. NV5 will log all tests and retests and provide a signed final report that summarizes all test results statement of conformity with the plans and specifications. Upon completion of the project we will provide a final materials certification report.

Our approved lab is certified to perform all testing needed for this project. Current testing certifications through Caltrans, US Army Corps of Engineers (USACE) and Division of State Architect (DSA) are included in Appendix C.

Current List of Testing Certifications:

NV5 LAB CERTIFICATIONS THROUGH CALTRANS				
AASHTO T11	AASHTO T210	AASHTO T84	AASHTO T85	AASHTO T176
AASHTO T209	AASHTO T27	AASHTO T275	AASHTO T308	AASHTO T329
ASTM D4791	CT 105	CT 106	CT 125 AGG	CT 125 BIT
CT 125 GEN	CT 125 HMA	CT 125 PCC	CT 201	CT 202
CT 204	CT 205	CT 206	CT 207	CT 213
CT 216	CT 217	CT 226	CT 227	CT 229
CT 231	CT 234	CT 235	CT 304	CT 308
CT 309	CT 370	CT 375	CT 382	CT 504
CT 556	CT 521	CT 533	CT 539	CT 540
CT 518	CT 557			

NV5 LAB ASTM CERTIFICATIONS THROUGH USACE				
Aggregate tests	Bituminous Tests	Concrete Tests	Sprayed Fire-Resistive Material	Soil Tests
C117	D3666	C31	E329	D422
C127	E329	C39	E605	D698
C128		C138	E736	D1140
C136		C143		D1556
C29		C172		D1557
C40		C231		D2166
C142		C1064		D2216
C566		C192		D2487
C702		C511		D2488
C1077		C617		D2850
D2419		C1077		D2937
D3666		C1231		D3740
D3744				D4318
D5821				D4767
E329				D5084
				D6938

Deliverables: Copies of field testing logs and final materials certification report.

2.4.3 – CONSTRUCTION SURVEY VERIFICATION

NV5 will provide periodic quality assurance verification of the Contractors survey and layout by a licensed Professional Licensed Surveyor (PLS) in the State of California.

Deliverables: Periodic Quality Assurance verification of construction survey and layout provided by the Contractor.

TASK 3 – SERVICES DURING CONSTRUCTION CLOSEOUT

3.1 – SUBSTANTIAL AND FINAL COMPLETION SERVICES

As the work nears completion, NV5 will prepare and transmit preliminary punchlists to the Contractor. Upon completion of preliminary punchlists, NV5 will coordinate a final inspection walkthrough with the City, Design Engineer and permitting agencies (as applicable) and develop the final punchlist. Upon satisfactory completion of the final elements

of construction and deliverables, NV5 will provide their recommendation to the City to release retention, recommend final payment and issue the Notice of Final Completion.

Deliverables: Periodic punchlist updates; copy completed punchlist and final completion letter of recommendation.

3.2 – RECORD COMPILATION AND SUBMITTAL

During construction, NV5 will review the contractor’s as-built (i.e. redlined) drawings on a regular basis. Prior to the Contractors final pay request, NV5 will receive the contractor’s prepared as-built drawings and perform a final review to verify accuracy. Any differences and discrepancies will be resolved. The RE will then certify that the as-builts accurately reflect all construction modifications. These certified drawings will then be submitted to the City with the final project documents.

Deliverables: Final as-built (i.e. redlined) drawings with certification from RE.

3.3 – OBTAINING WARRANTY AND LIEN RELEASE INFORMATION FROM CONTRACTOR

Before acceptance, NV5 will coordinate with the Contractor to obtain all warranty and lien release information.

Deliverables: Warranty information and Lien Release log.

3.4 – FINAL ELECTRONIC SUBMITTALS

Project files will be maintained in hard copy and electronic formats. The hard copy and electronic files will be packaged in accordance with the City’s format and delivered at the end of the project.

Deliverables: Final project files, both hard copy and electronic.

EXCLUSIONS AND ASSUMPTIONS

The following tasks are specifically excluded from NV5’s scope of services and assumed that the City (or others) will provide them -

- Construction staking
- Environmental surveying, monitoring, permit compliance and reporting
- Claim Management and Resolution (post construction)

7.7 COST PROPOSAL

SANITARY SEWER PROJECTS 1F

City of Oroville

DESCRIPTION	RESIDENT ENGINEER	LEAD INSPECTION	CONSTRUCTABILITY REVIEW / BACK-UP INSPECTOR	ADMINISTRATIVE	SURVEY	MATERIALS TESTING	TOTAL HOURS / FEES
<i>Staff Members</i>	<i>Stephen Walters, PE, QSD</i>	<i>Kim Lincoln</i>	<i>Robert Dietrich</i>	<i>Jennifer Williams</i>	<i>NV5</i>	<i>NV5</i>	
Task 1 - Services Prior to Construction							
Constructability Review	24	24	24	16			88
Kick-Off Meeting (City and Design Team)	4	2	2	2			10
Man Hour Total	28	26	26	18	0	0	98
Hourly Rate Charge	\$208.78	\$96.50	\$96.50	\$96.50			
Total Fees Task 1	\$5,845.84	\$2,509.00	\$2,509.00	\$1,737.00	\$0.00	\$0.00	\$12,600.84
Task 2 - Construction Management Services							
2.1 Project Management	60						60
2.2 Construction Contract Administration	15			96			111
2.3 Change Order Management	30						30
2.4 Field Inspection		440	40		7,000	16,000	480
Man Hour Total	105	440	40	96	N/A	N/A	681
Hourly Rate Charge	\$208.78	\$148.32	\$188.54	\$96.50	N/A	N/A	
Total Fees Task 2	\$21,921.90	\$65,260.80	\$7,541.60	\$9,264.00	\$7,000.00	\$16,000.00	\$126,988.30
Task 3 - Services During Construction Closeout							
3.1 Substantial and Final Completion Services	8	16					24
3.2 Record Compilation and Submittal	8	8					16
3.3 Obtaining Warranty and Lien Releases		8		8			16
3.4 Final Electronic Submittals				8			8
Man Hour Total	16	32	0	16	0	0	64
Hourly Rate Charge	\$208.78	\$148.32	\$188.54	\$96.50	\$0.00	\$0.00	
Total Fees Task 3	\$3,340.48	\$4,746.24	\$0.00	\$1,544.00	\$0.00	\$0.00	\$9,630.72
Total Estimated Fee by Staff Member	\$31,108.22	\$72,516.04	\$10,050.60	\$12,545.00	\$7,000.00	\$16,000.00	\$149,219.86
Total CM Personnel Costs							\$149,219.86
Vehicles (Leasing, Maintenance, Insurance, Gas and Miscellaneous Mileage)	NV5 \$1,526/month/veh x 7 mo =						\$10,682.00
GRAND TOTAL (1F Only)							\$159,901.86

Compensation Notes:

- 1) The above cost proposal is based on an assumed construction contract duration of 60 working days. This assumes that that Sanitary Sewer Projects 1F and 1D are constructed concurrently. Estimate also assumes a typical eight-hour day, Monday through Friday. For sanitary sewer 1F, estimate accounts for 5 WD weekend and night shifts that are specifically noted in the Addendum 1 to RFP.
- 2) Compensation to provide construction management services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract value. Hourly rates shown include estimated hourly wage increases in April 2020 of 3%.
- 3) Estimated hours and totals by individual tasks and subtasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
- 4) Hourly Rates based on DIR determination NC-63-3-9-2018-2.

SANITARY SEWER PROJECTS 1D (OPTIONAL)

City of Oroville

DESCRIPTION	RESIDENT ENGINEER	LEAD INSPECTION	CONSTRUCTABILITY REVIEW / BACK-UP INSPECTOR	ADMINISTRATIVE	SURVEY	MATERIALS TESTING	TOTAL HOURS / FEES
<i>Staff Members</i>	<i>Stephen Walters, PE, QSD</i>	<i>Kim Lincoln</i>	<i>Robert Dietrich</i>	<i>Jennifer Williams</i>	<i>NV5</i>	<i>NV5</i>	
Task 1 - Services Prior to Construction							
Constructability Review	16	16	24	8			64
Kick-Off Meeting (City and Design Team)	4	2	2	2			10
Man Hour Total	20	18	26	10	0	0	74
Hourly Rate Charge	\$208.78	\$148.32	\$188.54	\$96.50			
Total Fees Task 1	\$4,175.60	\$2,669.76	\$4,902.04	\$965.00	\$0.00	\$0.00	\$12,712.40
Task 2 - Construction Management Services							
2.1 Project Management	25						25
2.2 Construction Contract Administration	10			32			42
2.3 Change Order Management	10						10
2.4 Field Inspection					2,000	5,000	0
Man Hour Total	45	0	0	32	N/A	N/A	77
Hourly Rate Charge	\$208.78	\$148.32	\$188.54	\$164.77	N/A	N/A	
Total Fees Task 2	\$9,395.10	\$0.00	\$0.00	\$5,272.64	\$2,000.00	\$5,000.00	\$21,667.74
Task 3 - Services During Construction Closeout							
3.1 Substantial and Final Completion Services	8	16					24
3.2 Record Compilation and Submittal	8	8					16
3.3 Obtaining Warranty and Lien Releases		8		8			16
3.4 Final Electronic Submittals				8			8
Man Hour Total	16	32	0	16	0	0	64
Hourly Rate Charge	\$208.78	\$148.32	\$188.54	\$164.77	\$0.00	\$0.00	
Total Fees Task 3	\$3,340.48	\$4,746.24	\$0.00	\$2,636.32	\$0.00	\$0.00	\$10,723.04
Total Estimated Fee by Staff Member	\$16,911.18	\$7,416.00	\$4,902.04	\$8,873.96	\$2,000.00	\$5,000.00	\$45,103.18
Total CM Personnel Costs							\$45,103.18
Vehicles (Leasing, Maintenance, Insurance, Gas and Miscellaneous Mileage)	NV5 \$1,526/month/veh x 1 mo =						\$1,526.00
GRAND TOTAL (1D Only)							\$46,629.18

Compensation Notes:

- 1) The above costs proposal is based on an assumed construction contract duration of 30 working days. This assumes that that Sanitary Sewer Projects 1F and 1D are constructed concurrently. Estimate also assumes a typical eight-hour day, Monday through Friday.
- 2) Compensation to provide construction management services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract value. Hourly rates shown include estimated hourly wage increases in April 2020 of 3%.
- 3) Estimated hours and totals by individual tasks and subtasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
- 4) Hourly Rates based on DIR determination NC-63-3-9-2018-2.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavnac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C, No. Ext): 619-744-0574	FAX (A/C, No.): 619-234-8601
	E-MAIL ADDRESS: certificates@cavnac.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Casualty Co.	20443
INSURED NV5, Inc. 2525 Natomas Park, Ste 300 Sacramento, CA 95833	NV5INC0-01	
	INSURER c : National Fire Ins. Hartford	20478
	INSURER d : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 847823133 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6057040530	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			6057040575	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC6057040561	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			AEC902912003	5/1/2019	5/1/2020	Each Claim \$10,000,000 Aggregate \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability - Claims made form, defense costs included within limit.

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">Specimen Certificate</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: ADDENDUM TO REPLACEMENT OF ROOFING IN SANK PARK

DATE: MARCH 3, 2020

SUMMARY

The Council will consider authorizing an addendum to a contract with George Roofing for the removal and replacement of the roof of the guest home located at the Lott Home / Sank Park Museum in an amount not to exceed \$12,473.00.

DISCUSSION

On November 22, 2019, the Council authorized a contract with George Roofing for the removal and replacement of the roof on the Lott Home, Gazebo, Carriage House and Tool Shed all located at the Lott Home / Sank Park Museum in an amount not to exceed \$114,318.00. At the time the roofing at Sank Park was being assessed, it was determined the guest house roofing was in good condition and could and did not need replacement.

During the time in which the roofing was selected and the replacement began, it became apparent that the guest house roof stood out against the color selection of the new roof. Staff would like for all building within Sank Park to be uniform in appearance.

FISCAL IMPACT

Since this repair is not a budgeted item, staff recommends using an available fund balance of \$12,473.00 from the general fund 3421-6110.

RECOMMENDATION

Authorize and direct Staff to execute an addendum to the agreement with George Roofing to remove and replace the roofing on the guest house in an amount not exceed \$12,473.00

ATTACHMENTS

1. Addendum from George Roofing

GEORGE ROOFING

6810 LINCOLN BLVD
OROVILLE CA 95966
SLC# 452266
DIR PWR# 100005383



WE DO ROOFING RIGHT!

PHONE: (530) 533-6999
FAX: (530) 533-0287
CELL: (530) 693-1771

Item 5.

PROPOSAL

Date: 24-Feb-2020

Attn: Dawn Nevers

TO: City of Oroville
1735 Montgomery St
Oroville CA 95965

PROJECT ADDRESS:
1735 Montgomery St
Oroville CA 95965

PH: (530) 538-2401 FAX:

eMail: dnevers@cityoforoville.org

We propose to furnish the materials and labor to complete the following;

LOTT HOME CARETAKERS HOUSE RE-ROOF;

- 1 Remove and dispose of the existing roofing materials
- 2 Install Dimensional Comp Shingles, 40 year Mfg. Warranty, over #15 felt underlayment
- 3 Install PreFinished metal edging, replace vent and pipe flashings
- 4 Prevailing Wage Rates; CA; Butte Co.; Roofer

Base Price: **\$ 12,473.00**

Terms & Conditions: Full payment due at completion of job

Note 1: California Building Code requires compliance with Title 24 Energy Standards over air conditioned areas with attic ductwork. This can be satisfied by having R30 attic insulation, code insulated ductwork, or by installing a Cool Roof Compliant Shingle.

Note 2: We can not install roofing over wood rot, if discovered, it must be repaired. We can complete the repair for an extra cost of labor time and materials or you can have the repair done by others.

Note 3: Our Company has a current and valid contractors license from the CSLB, please check us out at www.clsb.ca.gov and enter our license number 452266. We carry General Liability Insurance with limits of \$1,000,000/occurrence and \$2,000,000 aggregate. We also carry Workers' Compensation Insurance, with a limit of \$1,000,000/occurrence.

Thank You

Don George
(530) 693-1771 Cell

Accepted by;	
Signature	Date
Print Name	Title



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: JACKIE GLOVER, ASSISTANT CITY CLERK

RE: VOICE FOR THE ARTS AWARD SELECTION

DATE: MARCH 3, 2020

SUMMARY

The Council may approve the Arts Commission recommendations for the Voice of the Arts Award.

DISCUSSION

On November 07, 2017 the City Council created an Arts Commission award titled Voice of the Arts Award to recognize people and organizations that positively impact the Oroville community with their passion, innovation and commitment to the arts. The Oroville Arts Commission accepted nominations for the first year of awards the month of December. The Arts Commission met on February 11, 2020 to review and select awardees.

The Arts Commission recommends awarding the following nominees for the first Voice of the Arts Award:

- Community Organization – Exchange Club of Oroville
- Community Individual – Rex Burress

FISCAL IMPACT

Approximately \$200 for two individual plaques

RECOMMENDATION

Approve the Arts Commission recommendation and award the Voice of the Arts Award to Community Organization Exchange Club of Oroville and Community Individual Rex Burress

ATTACHMENTS

Nomination Applications



Oroville Arts Commission Award Recognizing "Your Voice for the Arts" Nomination Application

Name of Nominee for Award: Exchange Club of Oroville

Address: P.O. Box 1046 Oroville, Ca. 95965

Telephone Number: _____ (Home) 530-591-9018 (Cell)

Email: cbunkie@gmail.com

Name if Individual(s) or Organizations Nominating Individual:

Contact Person: Cheri Bunker

Address: 500 Pomona Ave. #6. Oroville, Ca. 95965

Telephone Number: _____ (Home) 530-591-9018 (Cell)

Email: cbunkie@gmail.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline for submittal of applications – 12:00 p.m. – February 6, 2020.

Exchange Club of Oroville

I am nominating the Exchange Club of Oroville for the "Voice for the Arts" award. The Exchange Club has, for over 60 years, been promoting ideas that showcase the talented youth (of all ages) in this community.

We have sponsored the Search for Talent for 50 years. Seeking talented youth, 6-18 years of age. Last year's winners also took first place in all categories at the district show.

We have started the SCAM Festival, Sidewalk Chalk and Music Festival last year and are gearing up for this year's.

Our goals are to help the citizens, especially the kids. We want to promote our youth and help them become good caring citizens. We are pleased with our programs and are constantly adding new ones to help bring out the creative side of the public.



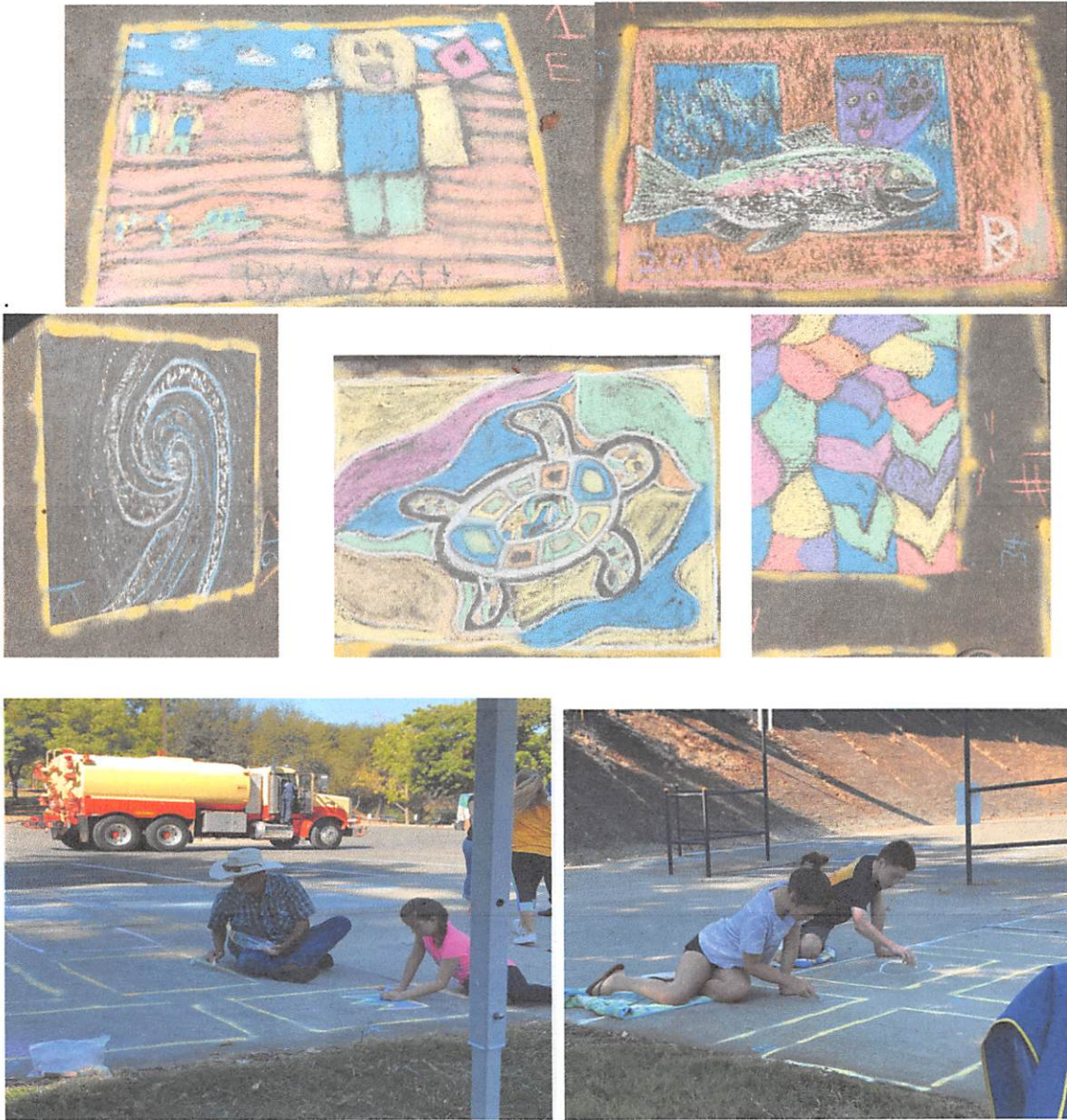
Chris Bunker

49th ANNUAL SEARCH FOR TALENT



These young folks are the winners of the Sierra Pacific District Exchange Club, that was held in May of 2019. They are also the winners of Oroville's Search for Talent. For the first time, Oroville's youth made a clean sweep at the district level, in all age groups. They were each awarded \$500.00.

SCAM FEST 2019 Sidewalk Chalk and Music Festival



The first Saturday in August, the Exchange Club embarked on an adventure to help the community appreciate the talented artists we have in town and have the various organizations of Oroville come together to improve our town. We had Mr. Bobby Jones with KOYO radio on hand to do a live broadcast and fill the park with music. Several organizations had booths to handout information on their events and several of Oroville’s artists, ranging in age from 4 to well, a lot older, that sat down at Bedrock Park and drew some awesome pictures. Cash prizes were awarded to the winners in each age group. It was deemed a very successful event.

UGLY DOG POSTER CONTEST 2019



Exchange Club of Oroville
Presents

2019 Ugly Dog Contest **May 4, 2019**



To enter, please send a photo of your dog, on or before April 26, to oroexchangeclub@gmail.com or mail to Ugly Dog Contest P.O. Box 1046 Oroville, CA. 95965. Be sure to include your dog's name, your name and contact information. The finalists will be notified to bring their pets to Bedrock Park on May 4th, at 11:00 AM. Prizes include a cash award, goodies for your puppy, and a ride in the Feather Fiesta Days Centennial Grand Parade. For more information, please call Cheri at 530-591-9018.

This is the winning artwork for the 2019 Ugly Dog Poster contest. This is open to kids from the 2nd through the 6th grades. We had over 30 entries. They were displayed at the Arbor Day event, the community was allowed to vote on their favorite and local artists were asked to choose the winner. Plans are underway for the 2020 poster contest and Ugly Dog Contest.



Oroville Arts Commission Award Recognizing "Your Voice for the Arts" Nomination Application

Name of Nominee for Award: REX Burress

Address: deceased Oct 2, 2019

1459 BOYNTON AVE - Oroville CA 95966

Telephone Number: 532 4647 (Home) _____ (Cell)

Email: rxeburress@att.net

Name if Individual(s) or Organizations Nominating Individual:

Marci Trimlett

Contact Person: IBID

Address: Box 805 Oroville CA 95965

Telephone Number: _____ (Home) 513-8440 (Cell)

Email: marci@weewish.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline for submittal of applications – 12:00 p.m. – February 6, 2020.

RECEIVED

FEB 06 2020



Rex Burress at home 1459 Boynton Ave. Oroville CA 95966

Photo Marci Trimlett (uncropped)

Lifelong advocate for nature, the printed word, and art.

Last June, in his mid eighties, Mr. Rex Burress attended the Butte County Historical Society's Annual Olive Festival in Courthouse Square Park on Lincoln Ave. Oroville, California. It was my sincere pleasure to spend much of that memorable day with him.

With his good humor and the patience that came from life experience, I watched as he handed out Crystals to children and adults, taking the time to speak with everyone who paused to visit, sharing his interest and love of nature, people and art.

Years ago I understand the old Bath House was weed infested and falling into disrepair, it was Rex Burress who stepped up and became a beacon of light in its resurrection. Yet, all these years later, when asked about his contribution to the success of what is now known as the Feather River Nature Center, he humbly gave credit to others.

I did not know Rex Burress until moving to Oroville, Butte County, California some five years ago. But he is a man who spent his life recognizing and honoring Mother Earth, her creatures, humankind and shared freely, willingly and lovingly with all.

It is my sincere pleasure to join in the goodwill Rex shared, by honoring him once again as a truly remarkable and loving human being who I am proud and humbled to say, was my friend.

Through his life work, Rex Burress has made, and continues to make our community and the world as a whole a better place.

Respectfully Submitted,

Marci Trimlett
Box 805
Oroville CA 95965

530-513-8440 cell
Tues - Sat 10 to 4 best.

Marci@weeWish.com

2015 Award Recipients

Rex Burress, Conservation Legacy Award

A lifelong conservationist, John Muir was Rex Burress' inspiration. Rex's mission became "to entice others to look at nature's loveliness with understanding" through nature walks, writings and art. Rex worked as Refuge Naturalist/Bird Keeper/Program Facilitator at the Lake Merritt Wildlife Refuge/Rotary Nature Center until 1993. Retiring to Oroville, Rex continues to give nature walks and programs, write nature columns and pursue his art. He authored and illustrated two books, *Of a Feather and Life On No Creek*. A gifted wildlife artist, he also painted a portrait of John Muir, which hangs in a Green Bay, Wisconsin, museum.

Source: <http://www.johnmuirassociation.org/php/conserv-award.php>
copied 2020-01jan-30-online-by-Marci-Trimlett-submitted-with-Photo-of-Rex-Burress-for-BCHS-Art-Show-2020-to-Butte-County-Historical-Society.

Copy to print for BCHS Art Show 2020 Program: Butte County,
"Through the Eye of the Artist" EXHIBITION February 8, 2020
2-5pm 1749 Spencer Ave. Oroville, CA (530) 533-9418

Rex Burress: Artist-Naturalist and River Watcher. At home in Oroville, California May 18, 2019. Photo captured with i-phone, as the Lady of Butte County, Alberta Tracy and I were leaving after returning Rex's oil, "Cherokee Spring," shown in the first BCHS Art Show 2019.

His "Earthbound limitations, released to Lofty Heights" October 2, 2019.

Author of books, "Of A Feather" and "Life on No Creek," stories, and weekly Mercury-Register "River Watcher" column, Rex was a local resident honored with the 2015 "Conservation Legacy Award" from John Muir Association, among other accolades. A beloved friend and inspiration of many, with his wife, Jo, they contributed greatly to Butte County and the world, "to entice others to look at nature's loveliness with understanding," through nature walks, writings and art.

Submitted by: Marci Trimlett



Oroville Arts Commission Award Recognizing "Your Voice for the Arts" Nomination Application

Name of Nominee for Award: Rex Burruss

Address: Posthumously

Telephone Number: _____ (Home) _____ (Cell)

Email: _____

Name if Individual(s) or Organizations Nominating Individual:
Kay Castro

Contact Person: Kay Castro

Address: 1084 Montgomery St., Oroville, CA 95965

Telephone Number: 3037182846 (Home) Some (Cell)

Email: I Love Oroville CA@gmail.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline for submittal of applications – 12:00 p.m. – February 6, 2020.

January 6, 2020,

Dear Oroville City Council Members,

I am nominating Rex Burress for the Oroville Arts Commission Award.

Growing up in Oroville, Mr. Burress and the arts were synergistically connected. Our city just couldn't – and still can't – talk about one without talking about the other. Let's talk about dedication: Years and years of a regular newspaper column. It was his passion for nature and our community that provided his prolific exhortations about our community. His individual contribution to our city is broad in its scope yet always honed in on the importance of nature and communicating it in many different ways.

The most important way that Mr. Burress influenced my life is through his inspiration to me on how important it is to be involved in the arts and culture in my community. He always demonstrated the importance of contributing to a greater cause. He exemplified how to inspire people to take an interest and make a difference in our city. He didn't just talk about art – he lived it! He turned the word “art” into a verb. How did Rex art today? More importantly, Rex challenged us, “How did YOU art today?” “How can we art together?”

My hope is that this award will extend Rex's passion and influence to a new generation who might not have had the honor to know him personally. I am thrilled at the thought of his adventures and love of the arts being passed on to generations to come.

Thank you for considering Rex Burress for such a prestigious award. He would have been honored. Not for himself, but with gratitude that he influenced so many peoples' lives and his legacy lives on.

Respectfully submitted,



Kay Castro

ILoveOrovilleCA@gmail.com

303.718.2846

1084 Montgomery St., Oroville, CA 95965



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
JACKIE GLOVER, ASSISTANT CITY CLERK**

**RE: APPROVAL OF THE ARTS COMMISSION RECOMMENDATION TO
EXTEND AGREEMENT 3274-1 – A GRANT AGREEMENT WITH STAGE**

DATE: MARCH 3, 2020

SUMMARY

The City Council may approve a recommendation from the Arts Commission to extend the grant contract through September 30, 2020.

DISCUSSION

In March 2019 the City Council approved a grant through the Oroville Arts and Downtown Beautification 2019 NOFA to award STAGE a grant in the amount of \$26,250.

The City received a letter dated December 2, 2019 requesting a grant contract extension through September 30, 2020. On February 11, 2020 the Oroville Arts Commission voted to recommend approval of this grant extension to the Oroville City Council.

The Grantee is requesting the extension due to the project being far more extensive than anticipated. The equipment needed to complete the project requires that the theatre not be in operation during the work, therefore the project cannot be completed during the Performance season. Work on the project if this extension is approved will resume summer 2020.

FISCAL IMPACT

None

RECOMMENDATION

APPROVE the Arts Commission recommendation; and

**ADOPT Resolution No. 8841 - A RESOLUTION OF THE OROVILLE CITY COUNCIL
AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT
AGREEMENT RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION
PROJECTS (Agreement 3274-1)**

ATTACHMENTS

Resolution No. 8841
Amendment to 3274-1
Request for Extension
Project Picture

CITY OF OROVILLE
RESOLUTION NO. 8841

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT AGREEMENT
RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION PROJECTS

(Agreement No. 3274-1)

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

- 1. The Mayor is hereby authorized and directed to execute an Amended Grant Agreement with STAGE to extend the expiration of the agreement to September 30, 2020.
- 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 March 3, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

AMENDMENT TO THE GRANT AGREEMENT WITH STAGE THROUGH THE OROVILLE ARTS AND DOWNTOWN BEAUTIFICATION PROJECTS GRANT

(Agreement No. 3274-1)

This Amendment, dated March 3, 2020, is to the Grant Agreement with STAGE through the Oroville Arts and Downtown Beautification Projects Grant.

In consideration of the terms and conditions herein, the City and STAGE agree that the amendment to the agreement is effective March 3, 2020, and shall be amended as follows:

- 1. **SECTION 1.04 Time of Commencement and Completion** - Amend sections 1.04 (a) and 1.04 (b) to change January 30, 2020 to September 30, 2020.
- 2. All other provisions within Agreement No. 3274-1 shall remain in full force and effect.

This Amendment is approved by the City Council of the City of Oroville at a regular meeting held on March 3, 2020.

CITY OF OROVILLE

STAGE

By: _____
Chuck Reynolds, Mayor

By: _____
Jim Moll, President

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney



December 2, 2019

Oroville Arts Commission
1735 Montgomery Street
Oroville, CA 95965
530 538-2535



Subject: Contract No. 3274-1

Dear Ms. Glover:

During the summer of 2019, work began on the restoration of the *staircase mural* at the Historic Oroville State Theatre in accordance with the subject contract. The mural proved to be far more extensive than anyone recalled or anticipated. The work to date was debuted on October 9th, 2019 and has been received with great enthusiasm by the Oroville community.

Much was accomplished, however, there is still restoration work to be done in order to complete the project. The 2019/20 production season has begun and that precludes any further work until next summer (2020). Therefore, STAGE requests extension of this contract through September 2020 to allow for the completion of this excellent artwork.

Also, STAGE wishes to extend appreciation to the Oroville Arts Commission for their faith and continued support of this project.

Respectfully,

A handwritten signature in cursive script that reads "Jim Moll".

Jim Moll
President,
State Theatre Arts Guild, Inc.

CC: STAGE BOD





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
JACKIE GLOVER, ASSISTANT CITY CLERK**

**RE: APPROVAL OF THE ARTS COMMISSION RECOMMENDATION TO
AMEND AGREEMENT 3274-4 – A GRANT AGREEMENT WITH TED
HANSON AND FRANK WILSON**

DATE: MARCH 3, 2020

SUMMARY

The City Council may approve a recommendation from the Arts Commission to increase the grant award for Ted Hanson and Frank Wilson by \$2,400 for a total of \$10,633.38.

DISCUSSION

In March 2019 the City Council approved a grant through the Oroville Arts and Downtown Beautification 2019 NOFA to award to Ted Hanson and Frank Wilson \$8233.38 to create a mineshaft mural.

On January 8, 2020 the Oroville Arts Commission received a letter requesting an increase in the amount of the grant. The Oroville Arts Commission voted on February 11, 2020 to recommend to Council the approval of an increase in grant funds in the amount of \$2,400.

The artists requested the additional funds due to unforeseen circumstances that arose during the painting of the mural.

FISCAL IMPACT

\$2,400 from the Art in Public Places and Downtown Beautification Fund

RECOMMENDATION

APPROVE the Arts Commission recommendation; and

**ADOPT Resolution No. 8840 - A RESOLUTION OF THE OROVILLE CITY COUNCIL
AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT
AGREEMENT RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION
PROJECTS (Agreement 3274-4)**

ATTACHMENTS

Resolution No. 8840
Amendment to 3274-4
Original Agreement
Request for additional funds

CITY OF OROVILLE
RESOLUTION NO. 8840

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT AGREEMENT
RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION PROJECTS

(Agreement No. 3274-4)

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

1. The Mayor is hereby authorized and directed to execute an Amended Grant Agreement with the Ted Hanson and Frank Wilson to increase the amount of the grant by \$2,400 (two thousand four hundred dollars.)
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 March 3, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

AMENDMENT TO THE GRANT AGREEMENT WITH TED HANSON AND FRANK WILSON THROUGH THE OROVILLE ARTS AND DOWNTOWN BEAUTIFICATION PROJECTS GRANT

(Agreement No. 3274-4)

This Amendment, dated March 3, 2020, is to the Grant Agreement with the Ted Hanson and Frank Wilson through the Oroville Arts and Downtown Beautification Projects Grant.

In consideration of the terms and conditions herein, the City and Ted Hanson and Frank Wilson agree that the amendment to the agreement is effective March 3, 2020, and shall be amended as follows:

- 1. **SECTION 1.02 AGREEMENT PRICE** Artist shall be paid the amount of Eight Thousand two hundred thirty-three dollars and thirty-eight cents (\$8,233.38) ("Agreement Price") for the performance of the work required by the Agreement. The Agreement Price is based on a sealed proposal made by the Artist dated November 8, 2018, and accepted by City/Arts Commission on February 26, 2019, ("Artist's Bid" attached hereto as Exhibit "A").

Artist shall be paid an additional Two Thousand Four Hundred dollars (\$2,400) ("Agreement Price") for the performance of the work provided in the request from the artist dated January 8, 2020 and approved by the Arts Commission on February 11, 2020.

- 2. All other provisions within Agreement No. 3274-4 shall remain in full force and effect.

This Amendment is approved by the City Council of the City of Oroville at a regular meeting held on March 3, 2020.

CITY OF OROVILLE

ARTIST

By: _____
Chuck Reynolds, Mayor

By: _____
Ted Hanson, Artist

APPROVED AS TO FORM:

ARTIST

By: _____
Scott E. Huber, City Attorney

By: _____
Frank Wilson, Artist

Agreement 3274-4

City Of Oroville

1735 Montgomery Street

Oroville, CA 95965-4897

RE: Request for additional funding for the “Gold Mine Mural” project.

Ted Hanson and Frank Wilson, the artists commissioned to create the MINE SHAFT MURAL at 2167 Montgomery Street respectfully request additional funding for their project. The reasons for additional funds are as follows;

1. In order to enhance the 3-D illusion and the historical accuracy of the mural, several design changes were made while the mural was in progress. These modifications from the original proposal include moving the mountain back a bit from the sidewalk to allow visual “space” for people walking on the sidewalk. The addition of some “foreground” creates even more depth to the mural. It also allowed the placement of a shovel on the left side of the mine shaft for an added illusion of a working gold mine. These time-consuming changes added to the 3-D illusion of depth. (Please compare the original proposal with the changes made to the mural itself.)
2. The contemporary, reflective handicapped parking signs stood out from the mural and distracted from the illusion of realism. By law they could not be moved. We found the solution was to incorporate the signs as part of the mural by painting the illusion of weathered wooden frames around each sign and placing them on stakes with the illusion of painted shadows cast on the rocks. This was also done for an electrical box, framed and hug from a wire. (see photographs)
3. We had not anticipated the extreme difficulty that the uneven block wall presented with its deep and uneven mortar lines. We did not want to compromise the 3-D illusion that we wanted to create. This greatly increased our painting time as many tiny brushes had to be used to fill in the deep recesses to match the surface textures. There was also much excess mortar on the wall that greatly increased our painting time as well.

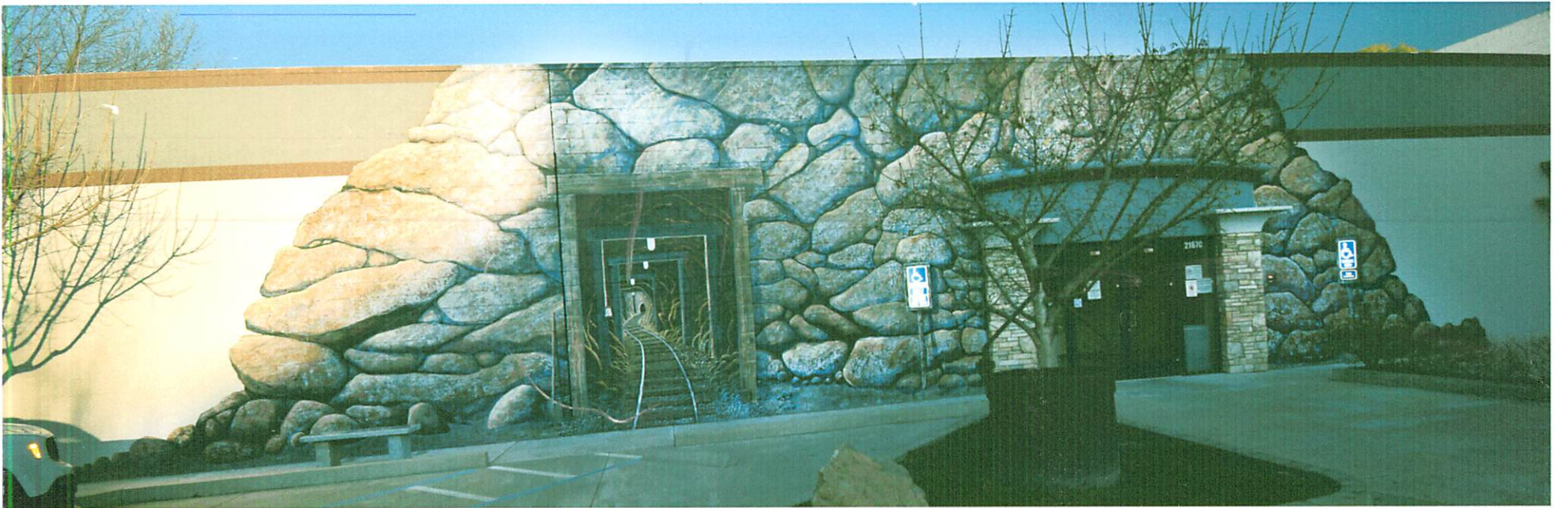
For the reasons stated above we ask for a reasonable increase in the funding for this project in the amount of \$2,400.00. For additional information on this request please contact the artists.

Submitted on the 8th of January, 2020

Ted Hanson



Frank Wilson





GRANT AGREEMENT
(Oroville Arts & Downtown Beautification Agreement No. 3274-4)

Item 8.

This Agreement for art project ("Agreement") is made and entered into the 8th day of October, 2019 by and between City of Oroville, 1735 Montgomery Street, Oroville, California and Ted Hanson and Frank Wilson ("Artist"), 1967 Montgomery Street, Oroville, California.

1.00. General Provisions

1.01. Purpose of Agreement. City or Property Owner owns land and the building(s) commonly known as 2167 Montgomery Street, California AP 012-036-014 ("Property"). City is providing funds from the City's Art in Public Places/Oroville Beautification Fund for the cost associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces.

1.02. Agreement Price. Artist shall be paid the amount of Eight Thousand two hundred thirty-three dollars and thirty-eight cents (\$8,233.38) ("Agreement Price") for the performance of the work required by the Agreement. The Agreement Price is based on a sealed proposal made by the Artist dated November 8, 2018, and accepted by City/Arts Commission on February 26, 2019, ("Artist's Bid" attached hereto as Exhibit "A").

1.03. Statement of Work. Artist shall furnish all labor, material, supplies, machinery, equipment, permits and services and shall perform and complete in a satisfactory and workmanlike manner the artwork on the Property as described in the Agreement Documents.

1.04. Time of Commencement and Completion.

- (a) Artist shall commence the project within ten (10) days from the execution of this Agreement and shall satisfactorily complete the work no later than July 1, 2020.
- (b) In making the agreement to complete the work no later than July 1, 2020, Artist has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Artist, or by any other cause beyond the reasonable control of Artist; provided that Artist shall notify the City/Arts Commission in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Artist is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) Time is of the essence of this Agreement.

1.05. Agreement Documents. This Agreement shall consist of the general terms, condition

92

and references contained herein and the following documents:

Item 8.

- Artist's Proposal (work Write-Up): Attached as Exhibit "A"
- Property Owner Installation & Maintenance Agreement: Attached as Exhibit "B"
- Ordinance No. 1798 Public Art / Oroville Beautification: Attached as Exhibit "C"
- Mural Policy: Attached as Exhibit "D"

1.06. Method of Payment. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated.

- (a) All payments are paid on a reimbursable basis. Artist's will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Artist will be issued a check.

1.07. Accounting Requirements. The Artist must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, canceled checks, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

1.08 Records Retention

Project records must be retained for a period of three (3) years after final payment is made by the Fund Administrator. All project records must be retained by the Artist at least one (1) year following an audit. Artists are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit. A Project is considered complete upon receipt of final grant payment from the Fund Administrator.

1.09. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Agreement shall be made without the prior written consent of the City/Arts Commission.

1.10. Indemnification. Artist expressly agrees to defend, indemnify and hold harmless City/Arts Commission from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Artist (or any agent, employee, or servant thereof) in performance of this Agreement, except where caused by the active negligence, sole negligence or willful misconduct of the City/Arts Commission. Artist waives any and all right to any type of express or implied indemnity against the City/Arts Commission and its officers and employees.

1.11. Conflict of Interest. Artist states that no present or former member or officer of the City/Arts Commission staff, and no employee of the City who formulates policy or influences decisions with respect to the Art in Public Places / Oroville Beautification program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Agreement or in any proceeds or benefits arising from th

1.12. Site Visits. The Fund Administrator, or designee, will make periodic visits to the Project site, including a final inspection of the site. The Fund Administrator, or designee, will determine if the work is consistent with the approved Public Art / Downtown Beautification Project Scope and ensure compliance with signage requirements that identify the project as a Public Art / Beautification Grant.

1.13. Termination.

(a) City/Arts Commission may terminate this Agreement at any time by a notice in writing to Artist. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims. Upon receipt of such notice, Artist shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this Agreement.

(b) Upon termination of the Agreement City/Arts Commission will reimburse Artist for any expenses incurred prior to the notice of termination. Upon termination of this Agreement for its breach by Artist, the Agreement Price shall be reduced by the amount of any and all claims which City/Arts Commission may have against the Artist for damages incurred by the City/Arts Commission as a result of the breach, including the cost to City to have the work remaining under the Agreement completed by another Artist. Such damage shall also include any reasonable attorney's fees and other costs incurred by City/Arts Commission in effecting the termination of the work. Any Agreement funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Artist but not yet paid by the City on the date of the termination, may be applied by City/Arts Commission to the damages which were incurred as a result of the Artist's breach. The balance remaining, if any payable to the Artist. If Agreement funds as indicated above are insufficient, the Artist shall be liable for any unpaid balance.

1.14. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

(a) Artist at the following address:
Ted Hanson and Frank Wilson
1967 Montgomery Street
Oroville, CA 95965

(b) The City at the following address:

City of Oroville
City Clerk's Office
1735 Montgomery Street
Oroville, CA 95965

2.00. ARTIST'S GENERAL OBLIGATIONS.

Artist shall provide the following:

- 2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to the City/Arts Commission evidencing insurance coverage as shown in Exhibit "B".
- 2.02. Bond: Prior to Commencing any construction, Artist must furnish a payment bond to City/Arts Commission for one hundred percent (100%) of the work under this Agreement in a form acceptable to the City Attorney.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges necessary for the completion and execution of the work to be performed.
- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Agreement Documents.
- 2.05. Maintenance of the Property:
- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Artist's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
 - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Agreement.
 - (c) Replace glass damaged or broken by Artist's operation. Upon replacement, remove all labels and wash and polish glass on both sides.
- 2.06. LOSS OF FUNDING. The following are examples of actions (some or all may apply) that may result in the Artist's loss of funding.
- Artist fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
 - Artist withdraws from the grant program.
 - Artist fails to complete the funded Project within the agreed upon time frame.
 - Artist fails to submit all documentation within the time periods specified in the Grant Agreement.
 - Artist is unable to acquire any required permits.
 - Artist changes Project Scope, without prior approval from the Arts Commission.

If loss of funding occurs the Artist must return any advanced funds, plus accrued interest (at the current saving rate offered by banks) to the City of Oroville.

3.00. GENERAL OBLIGATIONS

- 3.01. There shall be no changes, additions, or deletions to this Agreement or the Agreement Documents without prior written approval of the Artist and City/Arts Commission. Any change orders must be signed by the Artist and the City/Arts Commission.
- 3.02. City/Arts Commission shall cooperate with the Artist to facilitate the performance of work.

4.00. **ACCEPTANCE/PROJECT CLOSEOUT**

Item 8.

- 4.01. **Joint Inspection:** Upon receipt of a written notice from Artist that the work is ready for final inspection and acceptance, Artist and representatives of the City/Arts Commission shall meet at the Property. If deficiencies are noted, Artist shall be responsible for correcting the items identified prior to filing a Notice of Completion or receiving final payment.
- 4.02. **Notice of Completion:** When the work has been completed in conformity with the Agreement Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City/Arts Commission, the City/Arts Commission shall accept the work by signing a Notice of Completion. This Notice of Completion shall be recorded by the City/Arts Commission in the office of the county recorder of the county in which the Property is located.
- 4.03. **Final Payment:**
- (a) When the Artist submits notice to the City/Arts Commission that the work is ready for final inspection, Artist shall also submit a request for final payment containing all of the information required by Section 1.06 (c) of this Agreement.

5.00. **DISPUTE RESOLUTION**

Any dispute which arises under this Agreement, and which remains unresolved for fifteen (15) working days after the City/Arts Commission has been informed in writing of the dispute by either party, shall be subject to Public Contract Code Section 20104, et seq.

6.00. **MISCELLANEOUS PROVISIONS**

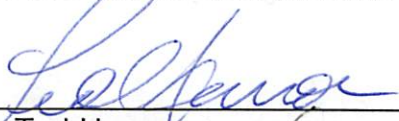
- 6.01. **Entire Agreement:** The Agreement Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.
- 6.02. **Waiver:** No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.
- 6.03. **Governing Law:** This Agreement and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 6.04. **Royalties:**
- (A) Artist retains all statutory and common law authorship rights pursuant to the United States Copyright Act (17 United States Code (U.S.C)), relevant California intellectual property and civil laws, and all other rights in and to the Work, except ownership and possession which shall be transferred to Steve Seidenglanz upon Artist's completion of the Work and except as such rights are limited by this paragraph. Upon acceptance of the Work by Ted Hanson and Frank Wilson

Artist grants to Steve Seidenglanz, City and their assignees an irrevocable and license to make two-dimensional reproductions of the Work for commercial and non-commercial purposes including, but not limited to: (i) use in advertising, brochures, media publicity and catalogs or other similar publications; (ii) use in promotional materials; and (iii) reproductions for use in non-profit, by Steve Seidenglanz or City fundraising activities.

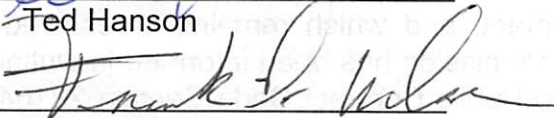
- (B) The Artist acknowledges that the Work is a work for hire as defined in 17 U.S.C. §101 and the California Civil Code §987(b) (2 and 7) that Steve Seidenglanz and the City may use for commercial advertising, educational purposes, and promotional purposes.
- (C) The property owner and the City will use reasonable efforts to maintain the Work on the Site, but the parties acknowledge that the Work may be subject to vandalism, graffiti tagging, fading, wear and other damage that may result in the Birdcage Theatre needing to remove the Work.

IN WITNESS WHEREOF, the City/Arts Commission and Artist have executed this Agreement.

TED HANSON AND FRANK WILSON

By: 
Ted Hanson

Date: 10-10-2019

By: 
Frank Wilson

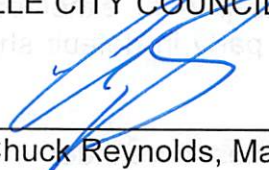
Date: Oct 10, 2019

OROVILLE ARTS COMMISSION

By: 
David Tamori, Chairperson

Date: 10-8-2019

OROVILLE CITY COUNCIL

By: 
Chuck Reynolds, Mayor

Date: _____

FOR INTERNAL USE ONLY	
DATE RECEIVED:	
RECEIVED BY:	

**APPENDIX C:
PROJECT APPLICATION FORM**



**Oroville Arts Commission
2018 Project Application Form
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION**

Estimated Project Cost: \$ 8,238.38

NOTE: Please complete all requested information. If the question is not applicable to your request, enter N/A. If additional space is required, please attach additional pages using the format at the end of this application.

A. Applicant Information

1. Name of Applicant and Associated Entity (if any) Legal status

Ted Hanson
Frank Wilson

2. Contact Information

a. Mailing address:

1967 Montgomery street, Oroville, CA 95965

C. Cost Estimate / Timeline

**(Provide a cost breakdown of the project. If the project will be completed in phases, please break down the cost by phase; including a final estimate of time and cost. Expand on what each phase will entail.
(Please consider site preparation in timeline and cost breakdown.)**

Phase	Description	Estimated Completion Date	Phase Cost
	<i>" see Attached sheets labeled according to Application paper work."</i>		

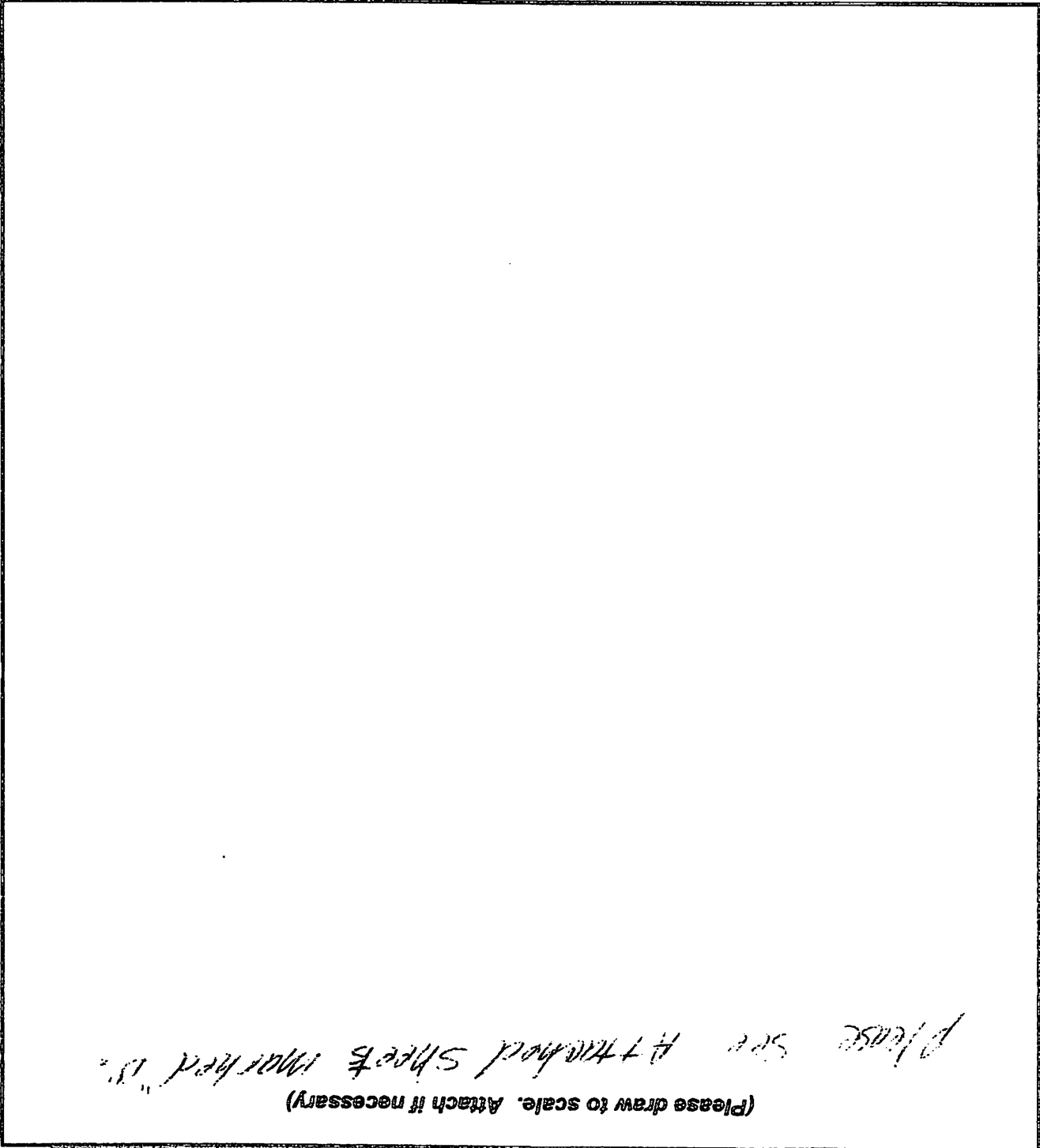
F. Consistency with Arts Commission Goals: (if not applicable to your request enter N/A)

Please indicate whether the request is consistent with any of the following Arts Commission Goals. **(Please mark all that apply)**

<input checked="" type="checkbox"/>	Provides opportunities for the artistic and cultural development of citizens of Oroville.
<input checked="" type="checkbox"/>	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
<input checked="" type="checkbox"/>	Support the development of artists and the access and exposure to the community.
<input checked="" type="checkbox"/>	Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the city.
<input checked="" type="checkbox"/>	Support diversity in the arts
<input checked="" type="checkbox"/>	Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
<input checked="" type="checkbox"/>	Promote and support the development of long term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality.
	<i>"Brushstrokes ART Studio & Gallery"</i>

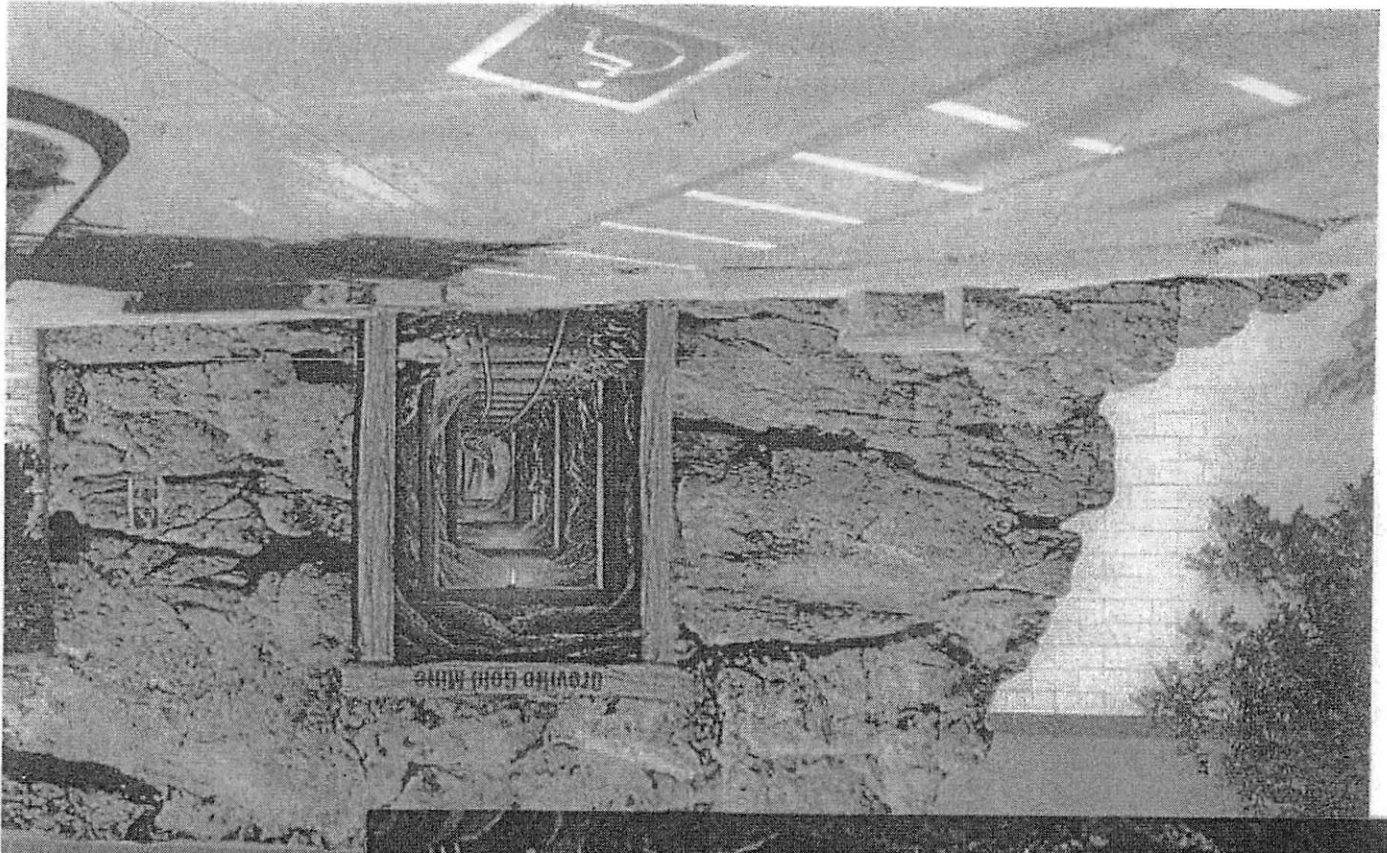
G. PROJECT SELECTION CRITERIA

- 1) Conceptual compatibility of the design with the immediate environment of the site;
- 2) Appropriateness of the design to the function of the site;
- 3) Compatibility of the design and location within a unified design character or historical character of the site;
- 4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
- 5) Preservation and integration of natural features with the project;
- 6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
- 7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.



Please see attached sheets marked "15"
(Please draw to scale. Attach if necessary)

D. Drawings / Renderings of proposed project



1 of 1

Sign In

Application Part 12.

C. Cost Estimate / Timeline

After careful analysis of this proposed project we have come up with a total budget of \$8,238.38

Of Special Note: The property owner will have special lighting installed on the mural to be illuminated 24 hours a day so the mural can be enjoyed at all hours of the day and night. Estimated cost of special electrical lighting materials and installation labor = \$ 800.00. This figure is part of the proposed total budget of \$8,238.38

Phase 1.

Materials Purchasing, consisting of highest quality exterior paint in the basic colors of the proposed Mine Shaft Mural. 2 Gallons of Black, 2 Gallons of White, 1 Gallon of Ocher, 1 Gallon of Burnt Umber, and 1 Gallon of Burnt Sienna. Total of seven gallons at approximately \$50 per gallon = \$350 for base colors.

Purchase of Golden Artists Acrylics for details and accent colors in Mine Shaft Mural. \$327.00

Golden's Top Coat Gloss Varnish, The 1 gallon needed is \$180.69

Golden's Matte MSA Varnish with UVLS as a final sealant to protect against dust, UV radiation, smoke and "tagging" by vandals. The 1 gallon needed is \$180.69

All brushes, spray equipment, ladders, scaffolding, buckets and other materials needed to be provided by the artists.

Total Materials Cost including targeted mural electrical lighting installation \$1,838.38

Creation Phase 2.

- A. The wall has recently been primed and painted and is mural ready.
- B. Layout and careful drawing of the design on the wall in proper perspective for 3-D illusion.
- C. Block in of the design with paint
- D. Detailing and texturing
- E. Final details to create the master illusion of 3 dimensions on a two-dimensional surface
- F. Application of an Acrylic Varnish Sealant.
- G. Top coat of Golden MSA matt varnish to seal and protect the mural from UV radiation, smoke, dirt and possible spray paint "tagging" by vandals. MSA varnish is removable with Turpentine only and can be removed with any dirt, smoke damage or paint tagging without disturbing the acrylic layers beneath.

We can begin immediately, weather permitting. A three-day window of clear weather is needed for each day of painting (1 day of painting

followed by two days (drying before it rains again) Time to finish the Mine Shaft Mural is totally dependent on the weather. A one-week window of clear weather will give us five days of painting plus two drying days to set paint before it rains. We cannot paint in a dense fog.

Estimated full work days to paint the detailed illusion of the Mine Shaft Mural with two artists working in collaboration is 28 days.

Total Budget for the two Artist's Labor is \$6,400.00.

B. Description of Project (please see enclosed illustrations)

Proposed Illusion Mural of a mine shaft in a solid rock wall located at 2167 Montgomery Street

Our proposed project, "**Mine Shaft Mural**" is a celebration of the rich, historical beginnings of Oroville anchored in the gold mining industry. The **Mine Shaft Mural** will be located on Montgomery Street on the 2167 Building facing the "Adventures Prospecting" Gold Mining Supply Store business located right across the parking lot. The parking lot has many fascinating, large iron artifacts from Oroville's local gold mining industry which will further enhance the sense of gold mining history created by the Mine Shaft Mural. The mural will extend up and over the existing doorway to the building and taper off on both sides to give the illusion of a mountain.

Project Benefits

The mural will serve, not only a sense of local history, but also provide a playful and intriguing 3-D illusion of the mine shaft bored into a solid wall of rock. Details of what it was like inside a mine shaft will invite a closer look as the tracks lead the observer's eyes to notice a pick axe, shovel and lanterns inside the mine shaft. The appearance of a solid rock "mountain" will be sure to educate and entertain while providing the historic downtown area with an intriguing and unusual mural depicting the town's colorful gold mining history. The Mine Shaft Mural will be a delightful reminder to folks who see it, of the town's historical roots and get them thinking about the gold mining days of yesterday in Historic Downtown Oroville.

About the two Artists who will collaborate and work together on the Mine Shaft Mural.

Ted Hanson is the owner of the Brushstrokes Art Studio and Gallery at 1967 Montgomery Street. He is well known throughout the Oroville community for his generosity and contributions to the arts.

Having created many murals, he is well equipped to tackle this exciting project just up Montgomery Street from his Gallery. Ted's

work can be seen on the side of the Municipal Auditorium on Montgomery Street and in his gallery. His years of teaching art in the local public school systems has given Ted a unique perspective how art enriches people's lives and brings joy into their lives. An accomplished artist, Ted's love of the natural world and the local community makes him an ideal candidate to complete this project (Please see enclosed resume')

Frank Wilson has been a fulltime professional artist since 1971 when he finished his formal studies at the Art Institute of Boston. He is a member of the International Guild of Realism and is one of only five artists worldwide to have been inducted into the Grumbacher Artists Hall of Fame. Examples of his award-winning public mural works can be seen on East Third Street in downtown Chico and on Magnolia Ave. where he was commissioned by Enloe Hospital to create two murals for their building's exterior. Frank has also completed scores of private mural commissions in private residences as well as in hotels, and resorts. His paintings are in over 130 countries on five continents. (Please see enclosed resume')

1. PROPERTY OWNER is the owner of real property located at [Address] in the City of Oroville described in Exhibit "A" attached to this AGREEMENT and made a part of it by this reference.
2. ARTIST is the _____
3. Per CITY Code §17.08.135(G), for any works of art installed on private property, the PROPERTY OWNER shall be required to enter into a written AGREEMENT for the installation and maintenance of the artwork. The AGREEMENT shall be in a form approved by the CITY Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The AGREEMENT shall be binding upon the PROPERTY OWNER and any successors in interest.
4. On [Meeting Date], the City of Oroville Arts Commission reviewed the proposed artwork and forwarded a recommendation to the Oroville City Council for approval.
5. On [Meeting Date], the Oroville City Council reviewed and approved the proposed artwork.

THIS AGREEMENT is based upon the following facts:

RECITALS

THIS AGREEMENT is made this XX day of [Month] 2018, between [Property Owner's Name] hereinafter referred to as PROPERTY OWNER, add artist??, and the CITY OF OROVILLE, a Municipal Corporation, hereinafter referred to as CITY, for property, located at [Address].

CITY OF OROVILLE
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION
INSTALLATION AND MAINTENANCE AGREEMENT

APN:	Address:
------	----------

(SPACE ABOVE FOR RECORDERS USE)

EXAMPLE

Appendix E

AFTER RECORDING RETURN TO:

Authorized Representation
 City of Oroville
 Recorded for the benefit of
 Govt. Code Sec 6103 & 27383
 "No Fee Required"

CITY OF OROVILLE
 CITY CLERK'S OFFICE
 1735 MONTGOMERY STREET
 OROVILLE, CA 95965-4897

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **PURPOSE.** The purpose of this AGREEMENT is to assure that the ARTIST completes the placement of the art in accordance with the approval of the City Council, as specified in Exhibit "B", and thereafter the PROPERTY OWNER shall maintain and care for the artwork.
2. **PROPERTY SUBJECT TO AGREEMENT.** The property subject to this AGREEMENT is described in Exhibit "A" attached to this AGREEMENT and incorporated in it by this reference: APN: (XXX-XXX-XXX).
3. **DUTY TO INSTALL AND MAINTAIN ARTWORK.** ARTIST agrees to complete the installation of the CITY approved artwork. The ARTIST and the PROPERTY OWNER shall diligently maintain and care for the artwork which they install under this AGREEMENT, using generally accepted methods of placement and care. PROPERTY OWNER and/or ARTIST shall maintain that standard of care necessary to prevent the artwork from deteriorating to the extent that its value as artwork is destroyed.
4. **CITY MAY MAINTAIN ARTWORK.** PROPERTY OWNER agrees that if they fail to meet the standard of maintenance necessary to keep the artwork in a properly maintained condition, CITY will give written notice of the deficiency to the PROPERTY OWNER, who shall have twenty (20) days to make the necessary correction and, if the correction is not made within twenty (20) days, CITY may elect to take the steps necessary to assure that the artwork is maintained and cared for. To do this, CITY shall serve a notice to the PROPERTY OWNER of its intent to enter the premises for this purpose. CITY shall either personally serve the notice to PROPERTY OWNER or mail a copy of it by certified mail to the PROPERTY OWNER'S address, as shown in paragraph 7 below, at least fifteen (15) days in advance of the date CITY intends to enter the premises.
5. **CITY'S COST OF MAINTAINING A LIEN.** If the CITY incurs costs in restoring or maintaining the artwork after following the procedure set forth in Paragraph 4 above, CITY shall make demand upon PROPERTY OWNER for payment. If PROPERTY OWNER fails to pay the costs incurred by CITY within thirty (30) days of the date demand was made, CITY may impose a lien upon the real property described in Exhibit "A" by recording a notice that CITY has incurred expenses under the terms of this AGREEMENT with the County Recorder of Butte County. Such notice shall state the fact that CITY has incurred costs under the terms of this AGREEMENT and shall state the amount, together with the fact that it is unpaid and draws interest at the rate of 7% (percent) a year until paid.
6. **ADDITIONAL REMEDIES.** CITY may, as an alternative to the lien procedure, set forth in Paragraph 5 above, bring legal action to collect the sums due as the result of making expenditures for restoration and maintenance of artwork. PROPERTY OWNER agrees to pay CITY a reasonable sum of attorney fees and court costs, together with interest from the date which is thirty (30) days after CITY has given its notice under Paragraph 5 above.

- a. If any provision of this AGREEMENT is adjudged invalid, the remaining provisions are not affected.
- b. Notice to PROPERTY OWNER will be considered to have been given to them when sent to their address stated above (Paragraph 7).
- c. This writing contains a full, final, and exclusive statement of the AGREEMENT between the parties.

MISCELLANEOUS TERMS AND PROVISIONS.

- g. The artwork shall remain in substantial conformance as approved by the Oroville City Council. Any subsequent minor changes in the project (as determined by the Zoning Administrator) may only occur subject to the review and approval by the Oroville City Council.
- h. Removal of artwork under this agreement shall be removed as specified under §17.08.135(i) of the Oroville Municipal Code.
- a. Warrants that the artwork created and installed is a faithful rendition of the artwork as approved by the CITY.
- b. Shall ensure that any artwork approved by the CITY is provided with adequate scheduled routine maintenance necessary to maintain a neat and attractive appearance.
- c. To expeditiously maintain, replace, or repair any artwork that has become unsafe or unsightly, or within 20 days when notified in writing that maintenance, replacement, or repair is required.
- d. To allow random inspection of artwork by a CITY representative.
- e. To keep all artwork policed and free of litter and deleterious material.
- f. All work by or on behalf of PROPERTY OWNER will be done at no cost to the CITY.

The PROPERTY OWNER hereby agrees to the following:

ADDITIONAL REQUIREMENTS.

PROPERTY OWNER: [Name and Address]
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965-4897

- 7. NOTICES. Notice given by each party to this AGREEMENT shall be given to the other party at the addresses shown below:
- 8.

- d. If there is more than one signer of this AGREEMENT as PROPERTY OWNER(S), their obligations are joint and several.
 - e. The obligations upon the PROPERTY OWNER(S) signing this AGREEMENT terminate personally as to them when they convey their interest in the property and files for record with the County Recorder a copy of assignment to this AGREEMENT. In this case, the new PROPERTY OWNER(S) takes title subject to the requirements of this AGREEMENT.
 - f. If the installation of the work of art is delayed by adverse weather conditions, or any other cause beyond the PROPERTY OWNER'S reasonable control, then the installation date shall be extended for such reasonable time as agreed upon by all parties to this AGREEMENT.
 - g. PROPERTY OWNER agrees to comply with all federal and state laws, and local ordinances that pertain to the creation and installation of the artwork.
 - h. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to receive attorney's fees from the losing party.
10. AGREEMENT ATTACHED TO THE LAND. This AGREEMENT pertains to and runs with the real property described in Exhibit "A". This AGREEMENT binds the successors in interest of each of the parties to such real property.

CITY OF OROVILLE:

BY: /s/ Bill LaGrone
Bill LaGrone, Assistant City Administrator

DATE: _____

PROPERTY OWNER:

BY: /s/ STEVEN SEIDENGLANZ & CAROL
FAMILY REVOCABLE LIVING TRUST
DATED AUGUST 18, 1993

PRINTED NAME: _____

PROPERTY OWNER:

BY: /s/ [Signature]
STEVEN SEIDENGLANZ

PRINTED NAME: _____

A Public Notary must acknowledge PROPERTY OWNERS' and CITY'S signatures. If PROPERTY OWNER is a corporation, partnership, or other business entity, the Notary must acknowledge the signature as well as the person's relationship to the business.

EXHIBIT "A"

A LEGAL DESCRIPTION OF SAID PROPERTY MUST ACCOMPANY THIS AGREEMENT AS EXHIBIT "A" PRIOR TO RECORDATION (PROVIDED BY PROPERTY OWNER)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

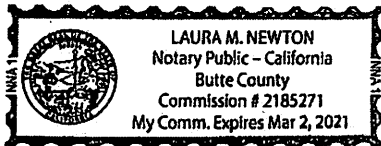
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Butte)
On November 1, 2018 before me, Laura M. Newton, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven Seidenglanz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Laura M. Newton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "B"

THIS AGREEMENT SHALL ACCOMPANY THE OROVILLE ARTS & BEAUTIFICATION APPLICATION THAT CONTAINS A DETAILED DESCRIPTION OF THE ARTWORK, INCLUDING DRAWINGS WITH DIMENSIONS, DESCRIPTION OF MATERIALS, AND CONSIDERATIONS FOR LONGEVITY, CONSERVATION AND MAINTENANCE AS APPROVED BY THE CITY COUNCIL MUST ACCOMPANY THIS AGREEMENT

Order No. BU-216740-3 AM

Preliminary Report

Description

The land referred to herein is situated in the State of California, County of Butte, City of Oroville, and is described as follows:

PARCEL I.

A PORTION OF OUTSIDE LOT 24, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "OROVILLE FROM ACCURATE SURVEY BY WM. EDMUNDS", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 22, 1872, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF MONTGOMERY STREET, DISTANT 32 FEET AND 1 INCH WESTERLY OF THE NORTHEAST CORNER OF SAID OUTSIDE LOT 24; THENCE AT RIGHT ANGLES, SOUTHERLY ALONG THE LINE OF L. COSTA PROPERTY 132 FEET TO THE SOUTHERLY LINE OF SAID OUTSIDE LOT 24; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 32 FEET 1 INCH TO THE EASTERLY LINE OF SAID OUTSIDE LOT 24; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID OUTSIDE LOT 24; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID OUTSIDE LOT 24; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

APN 012-036-014-000 (PORTION)

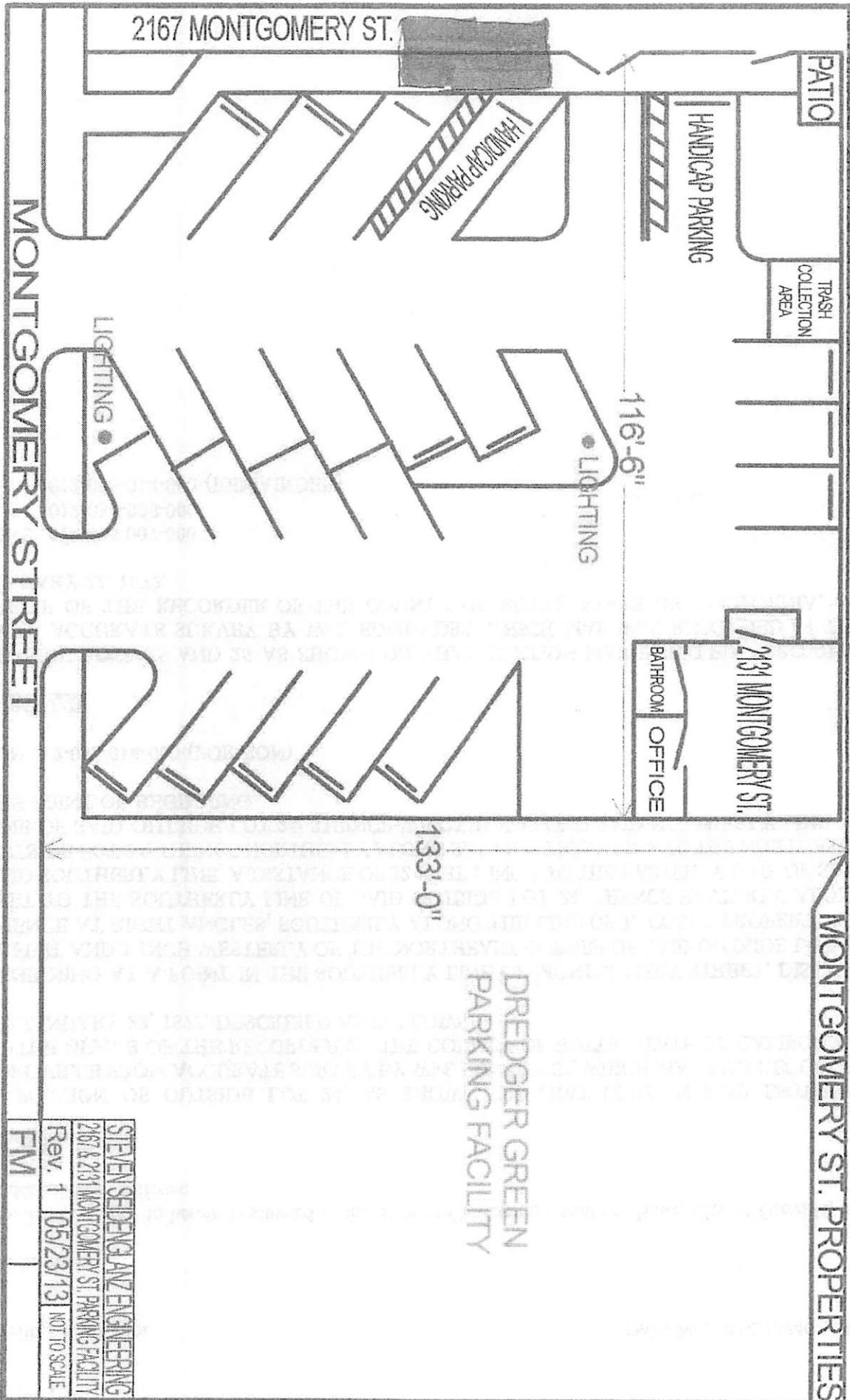
PARCEL II.

OUTSIDE LOTS 25 AND 26 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "OROVILLE FROM ACCURATE SURVEY BY WM. EDMUNDS", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 22, 1872.

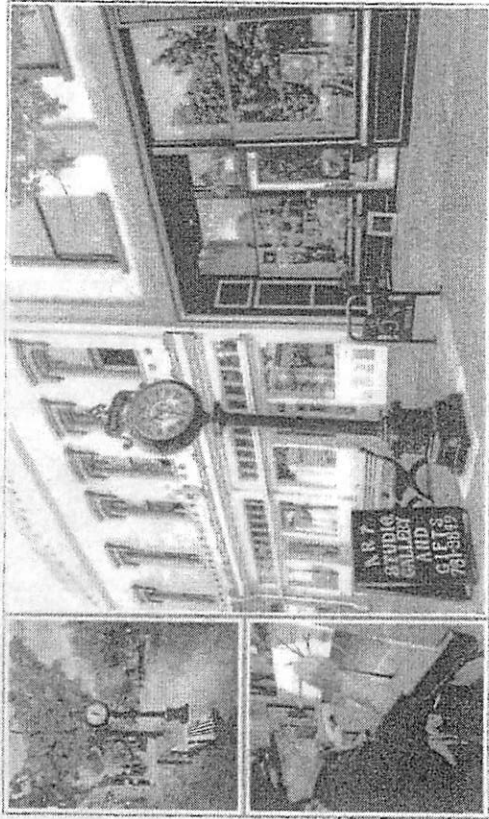
APNS 012-036-007-000

012-036-008-000

012-036-014-000 (REMAINDER)



STEVEN SEDENGLANZ ENGINEERING
 2167 & 2131 MONTGOMERY ST. PARKING FACILITY
 Rev. 1 05/23/13 NOT TO SCALE
 FM



Owners: Ted and Robin Hanson

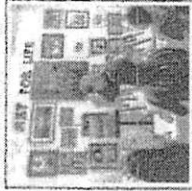
Brushstrokes Art Studio and Gallery

1967 Montgomery Street
 Oroville, Ca 95965
 (530) 781-3849

brushstrokes1967@yahoo.com

Services

- Scheduled Acrylic and Watercolor Painting Classes
- Private Acrylic and Watercolor Painting Classes
- Private Painting Parties for Adults and Children
- Painting Session with School Groups
- Private Drawing & Painting Lessons
- Open Studio



Sales

- Art Supplies
- Photo Greeting Cards
- Photos on Metal
- Framed Photo Prints
- Jewelry
- Paintings-Drawings-Prints
- Mosaics
- Stained Glass
- Boards
- Woodwork & Metalwork

www.brushstrokesstudioandgallery.com



Ted Hanson

PROFILE

- I have been painting and involved in teaching the visual arts for more than 40 years.
- 20 years experience instructing students in Visual Fine Arts Education at Central and Ishi Middle Schools; Oroville City Elementary School District.
- Assisted in the creation of the tile wall mural at Ishi Middle School; Orville City Elementary School.
- Awarded "Teacher of the Year" twice during years employed as an Art Instructor for the Oroville City Elementary School District.
- More than four years experience teaching instructing adults and children in my privately owned businesses; Ted Hanson's Paintbrushes and Beverages and Brushstrokes Art Studio and Gallery.

EXPERIENCE

**ART STUDIO/GALLERY OWNER; BRUSHSTROKES ART STUDIO AND GALLERY;
OROVILLE; CA 2016-PRESENT**

**PAINTING INSTRUCTOR; TED HANSON'S PAINTBRUSHES AND BEVERAGES;
OROVILLE; CA 2014-2016**

**MIDDLE SCHOOL ART INSTRUCTOR; OROVILLE CITY ELEMENTARY SCHOOL
DISTRICT; OROVILLE; CA 1993-2012**

EDUCATION

CALIFORNIA STATE UNIVERSITY, CHICO—GRADUATED 1993

- MULTIPLE SUBJECTS TEACHING CREDENTIAL
- SPECIAL EDUCATION TEACHING CREDENTIAL
- SUPPLEMENTAL AUTHORIZATION, ART

SKILLS

- Creative
- Knowledge of Composition and Color Theory
- Experienced Muralist
- Organized
- Attentive to Details

REFERENCES

References provided on request.

530-370-4947
PHONE

1244 MOUNT IDA RD. OROVILLE, CA 95966
ADDRESS

WWW.BRUSHSTROKESSTUDIOANDGALLERY.COM
URL

Resume Of Frank S. Wilson ~ your "Painter Of Dreams"™

ART EDUCATION:

School of Practical Art, Boston MA 1968 Art Institute of Boston, 1969 - 1971
Further studies under - Marko Lolo Marchi and Steven Yankopolis

CURRENT GALLERY AFFILIATIONS: (partial listing)

Gallery On Merchant's Square, Historic Williamsburg, Virginia
Gallery On The Green, Woodstock, Vermont 'Featuring the Best Of New England'
Doiron Gallery, Sacramento, California
Gallery Alta Vista, Valle Crucis, North Carolina
Blue Heron Gallery, Burlington, Vermont
Northwoods Art Gallery, Chester, California
Voshan Gallery, Palo Alto, California
Helen Jones Gallery, Sacramento California

OTHER:

Featured Artist on ABC's nationally televised "Good Morning America" show aired October 9th, 1998
Featured Artist on CBS's KHSL TV in Chico, California. "Art In The Dark" Reported by: Nitin Lal, CBS Action News
aired on January 23, 2009
Selected for the City of Chico's COBA Art Board Project for 2004 & 2005
Owner of the "Tradewinds Gallery", East Gloucester, Massachusetts 1971 to 1973
One of only 54 internationally selected artists showing on ArtStudio54.com

JURIED and INVITATIONAL EXHIBITS and ONE PERSON EXHIBITS: (partial listing)

New York State Museum, Invitational Art Exhibit, South Hall Gallery, Albany, NY 1988
New York State Museum, Invitational Art Exhibit, Terrace Gallery, Albany, NY 1989
Vermont Institute of Natural Sciences, "International Wildlife Art Exhibit", Woodstock, VT 1986-1997
Vermont Council on the Arts, "State House Art Exhibit", State Capitol Building, Montpelier, VT 1988
Chaffee Art Center, "Wildlife Art Exhibit", Rutland VT 1990
Montshire Museum, "Art & Science Exhibit", Norwich, VT 1991
Helen Day Art Center, "For Art Sake", Stowe, VT 1990 - 2000
Flat Rock Brook Museum, "Wildlife Art Exhibit", Englewood, NJ 1991
New Hampshire Art Association "Annual Exhibit", Sunapee, NH 1991-2001
Vermont State Craft Gallery December 2001 - January 2002 "Moonlight In Vermont" the Work Of Frank S. Wilson
Avenue 9 Gallery "From The Garden" Chico, California May 2004
Northwoods Gallery, Chester, California 'Featured Artist' for month of November, 2005
Doiron Gallery, Sacramento, CA March 10 to April 1, 2006 "The California Wilderness - A Preservationists View"
Arte Junction Gallery Of Fine Art, Winters, CA, Featured Artist month long showing; November - December 2006
Avenue 9 Gallery, Chico, California "Chico Icons, Waterworks" group exhibition December 2008 to January 2009
Avenue 9 Gallery, Chico, California "Transitions" group exhibition February to March 28, 2009
Avenue 9 Gallery, Chico, California "Yes We Can" group exhibition May to July, 2009



Resume (continued)**COLLECTIONS:**

Audubon Society Of Lincoln Massachusetts.

Paintings and sculptures in private and corporate collections in dozens of countries on five continents.

Over 1,900 original paintings sold through art galleries since 1995.

Twelve thousand limited edition prints sold throughout Canada.

AWARDS: (partial listing)

Recipient of two outdoor mural commissions from Enloe Hospital, Chico California 2009

Winner, "Peoples Choice Award" City of Chico, CA COBA 2005

Recipient of an outdoor mural commission for the City of Chico California 2005

1st Place for Sculpture, Helen Day Art Center, Stowe, VT 1994

Award of Artistic Excellence 2008

ORGANIZATIONS:

Current Member of the International Guild Of Realism

Current Member of the Avenue 9 Gallery and Arts Guild , Chico, CA

Current Member of the Chico Art Center, Chico, CA

Current Member of the Paradise Art Center, Paradise, CA

Past juried member New Hampshire Art Association, Portsmouth, NH; 1985 to 2002;

Past juried member North Shore Art Association, East Gloucester, MA

Past juried member League Of New Hampshire Craftsmen 1978 to 2002

Past juried member Vermont State Craft Center, Windsor Vermont 1978 to 2004

Frank Wilson ~ Artist, Muralist, Illusionist, Sculptor
4790 Pentz Road, Paradise, CA 95969 Telephone (530) 872-5230

<http://FrankWilsonFineArt.com>

Frank Wilson is a member of the prestigious International Guild Of Realism.

A full time professional artist since 1971, Frank's formal art education took place at the School of Practical Art and the Art Institute of Boston with further studies under Marko Lolo Marchi and Steven Yankopolis. Over the years, the artist has won many awards for his paintings and sculptures. In September of 2005 he was awarded by the City of Chico California, the COBA (Chico Outdoor Board Art) Peoples Choice Award and a commission for a large outdoor mural. Twice, by invitation, he exhibited in the New York State Museum, and has also been featured in art galleries in Canada, New England, Virginia, North Carolina and California as well as in Zurich and Geneva, Switzerland.

On October 9, 1998 he was a featured artist on ABC's nationally televised 'Good Morning America' show. On January 23, 2009 he was a featured artist on CBS Action News on KHSL TV in Chico, California.

A prolific painter, Wilson has created over 3,500 original works in oils and watercolors just since 1995 in addition to thousands of "Porcelain Forest Sculptures" that accurately depict the flora and fauna in the woods of northern New England. Wilson's Sculptures were exhibited by invitation at the New York State Museum in 1988 and 1989. Wilson's paintings and porcelain sculptures are in private and corporate art collections in dozens of countries on five continents. He also has painted scores of murals and illusions in homes and businesses.

The wilds of nature, in all its diversity, is the common denominator for this multi-talented artist. The hills and mountains in the wilderness areas of Northern New England and Northern California are the inspiration for his widely ranging work in water media. Hiking by the light of the full moon has inspired Frank to create a series of 'nocturnal' watercolors. Climbing in the high country, the artist has witnessed the light of dawn and dusk and translated those moments into dramatic paintings. These unique watercolor and gouache paintings capture the magic of a moonlit winter's evening or a mountain sunset. Sunny days or violent storms, clouds play an important role in many of his landscapes.

Wilson also paints in oils which he prefers to emphasize the atmospheric quality of mountain vistas and the winding trails he loves to hike. Wilson is known for his 'landscape portraits' of well known natural beauty spots and detailed paintings of wildlife. His wildlife art has been exhibited in many of the major Eastern Wildlife Art Shows. Two of his wildlife paintings were published in Canada as limited edition prints of six thousand each which sold out soon after publication.

Frank is one of the 54 internationally selected artists showing on ArtStudio54.com

Frank Wilson has always had a deep appreciation for natural beauty and a reverence for the natural world. His passion is evident in each of his works, whether it be a sculpture, a small gouache study or a large oil painting.

Artist's Statement Of Frank S. Wilson ~ your "Painter OF Dreams"™

"My paintings spring from a life long involvement with the wilderness areas of Northern New England and since 2002, in Northern California. From an early age, I combined my passion for the wilds of nature with my art. This passion has greatly influenced the academic and professional directions I have taken in life, including where I chose to make my home, most recently in the foothills of the Sierra Nevada Mountains in Northern California.

When hiking and rock climbing in the high country, I look for the immense power and drama inherent in the untamed landscape. That is what I seek to portray in my art. Clouds have always intrigued me with their contribution to the spiritual and emotional impact of a wilderness scene and I try to incorporate those values in my paintings. In my work, you will not find not much man made impact on the landscape, other than a hiking trail or back country road. I have always sought to capture the unspoiled and pristine vistas that are rapidly vanishing in our world.

Throughout my career, I have made a conscious choice to paint wild, beautiful, natural, and inspiring landscapes instead of the "dark themes" that I see so often in exhibitions of "cutting edge" art.

I take pride in the craftsmanship of my art as well, using only the finest archival materials in the paintings and in the framing."

H. Ownership & Maintenance of Art

(To be completed by property owner)

Title to all public art required by and installed pursuant to this section of Per CITY Code §17.08.135(G) on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest. (example agreement attached as Appendix F)

I hereby authorize Ted Hanson & Frank Johnson, applicant of the Oroville Arts & Downtown Beautification Program, to create and install a piece of art upon award and acceptance of the Oroville Arts & Downtown Beautification Program grant funding. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art for the period of time agreed upon between myself and the Arts Commission.

2167 Montgomery Street, Oroville
Address of proposed art project

* See Attached Appendix E for Signature
Property Owners, Signature

11/2018
Date

Steven Seidenglanz
Property Owners, Print Name

**SEND COMPLETED APPLICATIONS BY
4:00 P.M. PST, FRIDAY, NOVEMBER 9, 2018**

TO:

City of Oroville
Arts Commission
Bill LaGrone Fund Administrator
1735 Montgomery Street
Oroville, Ca 95965



FAXED OR ELECTRONIC COPIES WILL NOT BE ACCEPTED

City of Oroville USE ONLY

Date Received: _____

How Received: _____

Has the applicant provided all information requested in the Preliminary Application?

Yes No

Notes:

Record of follow-up:

Date: _____
Issue: Discussed: _____

Date: _____
Issue: Discussed: _____

**CITY OF OROVILLE
ORDINANCE NO. 1798**

AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF OROVILLE BY ADDING SECTION 26-10.135 RELATING TO A PUBLIC ART / OROVILLE BEAUTIFICATION REQUIREMENT OR IN LIEU FEE EQUIVALENT FOR ALL NEW NON-RESIDENTIAL DEVELOPMENT PROJECTS

WHEREAS, the City of Oroville has determined that public art is a critical element of providing a diverse and culturally rich environment to residents and visitors to Oroville that promotes the general public welfare; and

WHEREAS, research has shown that the arts foster economic development, revitalizes urban areas and improves the overall business climate. Additionally, a well-conceived work of art can increase the value of a development project, help to lease space more quickly, enhance the corporate image of the community, promote cultural tourism and provide a visible and lasting contribution to the community in return for the ability to build; and

WHEREAS, in order to ensure that public art is present throughout the community it is necessary to require that all new non-residential development in the City of Oroville include an element of public art or, where appropriate, contribute to a City fund for public art, in an amount to be determined by the City Council, in lieu of providing said art; and

WHEREAS, the Planning Commission takes legislative notice of court cases holding that regulations imposing aesthetic requirements through zoning enactments are valid exercises of the police power and do not constitute impermissible takings merely because they may restrict uses or impose costs in conjunction with the development of property (see, e.g., Ehrlich v. City of Culver City, 12 Cal. 4th 854, 885-886; Metromedia Inc. v. San Diego (1980) 453 U.S. 490, 508 fn. 13; Penn Central Transp. Co. v. New York City (1978) 438 U.S. 104, 124; Agins v. Tiburon, (1980) 447 U.S. 255); and

WHEREAS, the requirement that applicants for development projects provide either public art or an in lieu equivalent is a legitimate and valid land use regulation that has been compared by the California courts as akin to traditional land use regulations imposing minimal setbacks, parking and lighting conditions, landscaping requirements and other design conditions; and

WHEREAS, the City Council hereby finds that the public art contribution is thus neither a "development fee" subject to the requirements of the California Mitigation Fee Act, California Government Code 66000 *et seq*, nor a development exaction subject to the heightened scrutiny of relevant rules set forth in Nollan v. California Coastal Commission 483 U.S. 825 (1987) and Dolan v. City of Tigard 512 U.S. 374 (1994), but rather, that the public art contribution is a zoning requirement that furthers aesthetic objectives under the authority of the City's general police power; and

WHEREAS, at their October 24, 2011 meeting, the Oroville Arts Commission discussed the establishment of an “Art in Public Places” program for the City of Oroville and recommended that the Oroville City Council, direct staff to establish an “Arts in Public Places” program, in conjunction with the Oroville Arts Commission, for the City of Oroville; and

WHEREAS, on January 17, 2012, the Oroville City Council directed staff to develop an Art in Public Places / Oroville Beautification ordinance through the coordination of the Arts Commission; and

WHEREAS, at their January 14, 2013 meeting, the Oroville Arts Commission discussed the need for maintenance and the issue of vandalism and theft of public art and directed staff to address both topics in the proposed Art in Public Places / Oroville Beautification ordinance; and

WHEREAS, at their July 8, 2013 meeting, the Oroville Arts Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance; and

WHEREAS, pursuant to Section 26-56.090 of the Oroville Municipal Code, the Planning Commission shall hold a public hearing on any proposed amendment to the Zoning Code; and

WHEREAS, at their July 22, 2013 meeting, the Oroville Planning Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance with their modifications included.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION I. Chapter 26, Section 26-10 of the Oroville Municipal Code shall be amended to include the following:

26-10.135 Art in Public Places / Oroville Beautification

SECTION II. Chapter 26 of the Oroville Municipal Code is hereby amended to include Section 26-10.135 as follows:

26-10.135 Art in Public Places / Oroville Beautification

A. Purpose

The purpose of this section is to expand the opportunities for citizens of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the City. A policy is hereby established to direct the inclusion of works of art in new non-residential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the City.

B. Applicability

This section shall apply to the estimated construction costs (labor and materials) of all new non-residential development projects.

C. Public Art Contribution

All new non-residential development projects subject to the requirements of this section shall install public art on the project site in a public place as approved by the City Council. The cost of the public art must be equal to at least one percent (1%) of the estimated construction costs. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the Arts Commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public. The developer has the option to opt out of this requirement and instead pay the equivalent in lieu fee which shall be a one percent (1%) fee of the estimated construction costs.

D. Execution of Installation / Time of Payment

If the developer chooses to pay the in lieu fee, payment in full shall be required at the time all fees are due on any project processed through the City or upon completion of the project, whichever occurs first. The payment of all outstanding fees shall be required prior to the issuance of a Certificate of Occupancy.

For developers choosing to provide art as part of their project, the developer shall provide the City with proof of installation of the required public art on the development site prior to the issuance of a Certificate of Occupancy.

E. Beautification Fund

The City Administrator is hereby directed to create a special interest-bearing fund entitled Art in Public Places / Oroville Beautification Fund (Beautification Fund) or other appropriate accounting mechanism. The City Administrator or his/her designee shall administer the Beautification Fund.

F. Use of Funds

All amounts collected from the in lieu fee shall be placed in said Beautification Fund and expended by the City Administrator or his/her designee solely for the costs associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, or drawings. Furnishing or fixtures affixed to the building or its grounds, including architectural features of the building or landscaping that have been uniquely enhanced to be visually appealing, may qualify as art. Works of art may be temporary as well as permanent.

G. Ownership & Maintenance of Art

Title to all public art required by and installed pursuant to this section on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest.

H. Review Process / Standards

The developer shall submit a narrative proposal and artistic rendering of the public art in satisfaction of the requirements imposed by this section, including any additional information, plans or maps prescribed by the Director of Planning and Development Services at the time of submission of their development application, or indicate an intention to pay the in lieu fees. The proposal for the public art shall be considered as an element of the design review.

The approval of all public art to be created, purchased, installed, secured and maintained under this section shall require a review of the City of Oroville Arts Commission which shall make a recommendation to the City Council for final approval or denial. The decision of the City Council shall be final. Review of all proposed artwork shall be considered based on the following criteria:

1. Conceptual compatibility of the design with the immediate environment of the site;
2. Appropriateness of the design to the function of the site;
3. Compatibility of the design and location within a unified design character or historical character of the site;
4. Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5. Preservation and integration of natural features with the project;
6. Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
7. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community;

I. Removal of Public Art

If, for any reason, the current owner or successor in interest shall choose to replace any public art installed pursuant to this section, the following requirements shall be met before the art is replaced:

1. The replacement of public art must go through the review process established above, unless the replacement will be identical to the existing art work and in the same location.
2. The cost of the replacement shall be equal to, or greater than, the initial cost of the existing public art to be removed-adjusted for time.
3. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
4. The replacement of public art shall conform, in every respect, to all standards in effect at the time of the replacement.
5. The replacement public art, location and installation shall violate no other ordinance.
6. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director of Planning and Development Services.
7. The owner may choose to pay an in lieu fee equivalent to the cost of the replacement of the existing public art.

J. Annual Report

The City Administrator or his/her designee shall annually prepare and present a report to the Oroville City Council indicating the amount of revenues accumulated in the Beautification Fund and the expenditures made by the City in the preceding fiscal year.

K. Authority for Additional Mitigation

Fees collected pursuant to this section do not replace existing development fees or other charges or limit requirements or conditions to provide additional mitigation of impacts imposed upon development projects as part of the normal development review process.

L. WAIVER

The City Administrator may request that the City Council exclude certain capital improvement projects from the provisions of this ordinance by the passage of a resolution authorizing such a waiver.

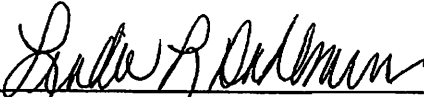
PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on August 20, 2013, by the following vote:

AYES: Council Members Andoe, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier

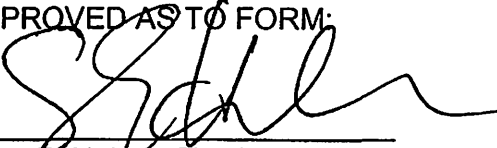
NOES: Council Members Berry, Bunker, Simpson

ABSTAIN: None

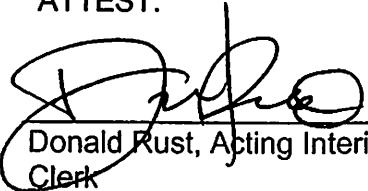
ABSENT: None



Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:


Scott E. Huber, City Attorney

ATTEST:


Donald Rust, Acting Interim City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 8458**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A MURAL POLICY
FOR THE PLACEMENT OF MURALS WITHIN THE OROVILLE CITY LIMITS**

WHEREAS, the City of Oroville Arts Commission has showed interest in supporting and encouraging the placement of artwork throughout the City of Oroville; and

WHEREAS, upon review of the existing murals within the City, it was determined that many murals have deteriorated to a substandard condition as a result of poor maintenance, improper surface preparation before the artworks were installed, and other preventable causes; and

WHEREAS, to help ensure the longevity and proper maintenance of public artwork, the Arts Commission directed staff to draft this mural policy which has been reviewed by the Arts Commission and forwarded to the City Council with a recommendation for final adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:

PURPOSE

The purpose of regulating murals is to protect the aesthetics of the community by allowing for compatible artistic and creative expression through murals in appropriate locations with appropriate designs. The intent is to protect public health, safety, and welfare with minimal intrusion into artistic expression and expressive content of the artwork. Murals may include, but are not limited to sculptures, mosaics, paintings, prints, motifs, photography, etc.

APPLICATION REQUIREMENTS

Property Owner Authorization: Property address with written authorization from property owner

Surface Preparation: Detailed description of the applicant's method of surface preparation, including products to be used, to ensure the proper placement of artwork for its future longevity

Drawings: Colored renderings of the artwork being proposed with the exact location of the mural placement clearly identified, including measurements of the wall and dimensions/height of the proposed artwork with all windows, doors, and other significant building features clearly identified

Materials List: Detailed description of all products to be used to help inform appropriate paint/coatings/etc. to be applied for future maintenance if needed

Artist Qualifications: Artist shall provide a description of their artistic background/qualifications with work samples, if available

Work Schedule: Applicant shall provide a detailed work schedule, including start date, completion date of major milestones, and expected completion date

- If, due to extraordinary circumstances, artwork cannot be completed by the date specified in the schedule, applicant may apply for an extension in writing detailing the reasons why an extension should be granted. Extensions shall be approved/denied administratively by City staff.
- Unfinished works of art, without approved extensions, may be deemed a public nuisance and enforced accordingly

REVIEW PROCESS

Required Review: All proposed artwork will require a review by the Oroville Arts Commission which will send a recommendation to the City Council for denial, approval, or approval with modifications

- Arts Commission meetings (2nd Monday of each month at 3:30 p.m.)
- City Council meetings (1st and 3rd Tuesday of each month at 6:00 p.m.)

Voluntary Review: In addition to the required review process specified above, the Arts Commission also offers voluntary early reviews of artwork for feedback/comment before submittal of final artwork proposal

Final Inspection: Applicant shall notify City when artwork is completed for a final City inspection to ensure artwork was placed as approved by the City Council

DESIGN GUIDELINES

- Mural should be an original design
- Artist names may be incorporated but should be discreetly placed
- Murals shall not contain any form of advertising (business/product name, address, etc.)
- Murals shall be solely artistic in nature
- The "Your Voice for the Arts" logo shall be placed on all mural designs
- Any minor changes in the artwork design, as determined by the Director of Community Development, shall require the Director's review and approval. Any substantial changes in the artwork design, as determined by the Director of Community Development, shall require Art Commission approval.

MATERIAL GUIDELINES

- Paint utilized should be of superior quality and intended for exterior use

- Murals shall have a weather-proof/UV protective and graffiti-resistant coating

LOCATION GUIDELINES

- The installation of a mural should complement and enhance the building
- Murals should enhance and complement the character of the surrounding neighborhood
- Neighborhood support or opposition should be taken into consideration

MAINTENANCE

- Property owner shall enter into a Maintenance Agreement for the artwork installed which shall be recorded against the property and binding upon the property owner and any successors in interest
- If City has noticed property owner of need to cure existing vandalism/graffiti, property owner shall have 72 hours to comply
- The maintenance of the mural shall be the responsibility of the property owner
- Murals shall be properly maintained to ensure that material failure (peeling paint) is corrected and vandalism/graffiti removed promptly
- The City shall not be responsible for any costs associated with artwork placement or maintenance
- Any unmaintained work of art that degrades to a level where its value as artwork is lost may be viewed as a public nuisance and enforced accordingly

UNAUTHORIZED MURALS

The placement of any mural without approval or the placement of other unsanctioned drawings, paintings, etc. on private or public property may be considered a public nuisance and enforced accordingly

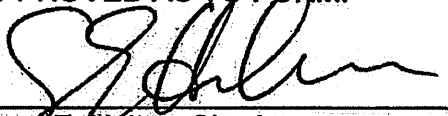
REMOVAL OF MURALS

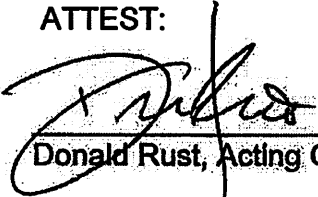
City shall be notified 30 days in advance prior to the removal of any City approved mural

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on February 2, 2016, by the following vote:

- AYES: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
- NOES: None
- ABSTAIN: None
- ABSENT: None


Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Donald Rust, Acting City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: LETTER TO THE BUTTE COUNTY BOARD OF SUPERVISORS IN
SUPPORT OF IMPLEMENTATION OF LAURA'S LAW**

DATE: MARCH 3, 2020

SUMMARY

The Council may consider approving a letter to the Butte County Board of Supervisors in support of implementation of Laura's Law.

DISCUSSION

At the February 4, 2020 meeting of the Oroville City Council a presentation was made regarding Laura's Law. At the February 18, 2020 meeting of the Oroville City Council, Councilmember Draper requested staff draft a potential letter of support and return Council for final approval and for any necessary changes prior to sending the letter. Staff has completed the letter and attached it for Council review and direction.

FISCAL IMPACT

None

RECOMMENDATION

Approve the draft letter or provide direction.

ATTACHMENTS

Letter to Butte County Board of Supervisor in support of Laura's Law



March 3, 2020

Butte County Board of Supervisors
25 County Center Drive
Oroville, CA 95965

To the Board of Supervisors:

On February 4, 2020 the Oroville City Council heard a compelling presentation regarding Laura's Law and the impacts that implementation of such program would have in Oroville and all of Butte County. The City Council supports the implementation of AB1421 – "Laura's Law" in Butte County.

The citizens of Oroville are impacted every day by mental illness and implementation of Laura's Law, also known as Assisted Outpatient Treatment (AOT), will help people who have a serious and documented mental illness, whose condition is deteriorating, and who will not accept services on a voluntary basis. AOT is an evidence-based intervention for people with severe mental illness who struggle to adhere to voluntary treatment based on their inability to be aware of their mental illness. This law serves a small group of people with the most persistent and severe mental illnesses who repeatedly get arrested or hospitalized due to their failure to stay in treatment. It ensures they receive appropriate, community-based mental health services, rather than repeated hospitalization or incarceration.

Laura's Law enables a judge to require a person deemed eligible based on rigorous criteria to participate in a comprehensive outpatient program. They will be offered the option to voluntarily participate, and if they decline, participation will be mandated. Under this court order, the person is provided housing and community-based mental health and social services, usually for a period of six months.

Laura's Law can only be implemented in counties that choose to use it. So far more than a dozen counties have chosen to implement Laura's Law, and these counties have already seen a reduction in repeated psychiatric holds (5150 calls) and clients who are able to stabilize and lead fulfilling lives once again.

Implementing Laura's Law will help break this cycle of repeated holds and provide residents with mental illnesses the services they need.

The Oroville City Council therefore requests that the Butte County Board of Supervisors support and implement Laura's Law.

With Kind Regards,

Chuck Reynolds, Mayor

Scott Thomson, Vice Mayor

David Pittman, Council Member

Janet Goodson, Council Member

Linda Draper, Council Member

Art Hatley, Council Member

Eric Smith, Council Member



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT FOR
FISCAL YEAR 2019/20**

DATE: MARCH 3, 2020

SUMMARY

The Council will conduct a public hearing to discuss the fiscal year 2019/20 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 January 21, 2020, that the 2019 and 2020 Notice of Funding Availability (NOFA) was released with approximately \$60 million (\$30 million in 2019 funds and \$30 million in 2020 funds). This NOFA was a two-year collaboration with the Department, CDBG Stakeholders, and HUD. The two most significant redesign related changes to this NOFA cycle are:

1. The addition on an Over-the Counter (OTC) application process for all capital construction projects. The intent of this process is to shorten the period between when a jurisdiction applies for project funding and when the funding is awarded. It will allow for jurisdictions to apply for Program funding when the projects are ready for implementation.
2. The implementation of a new eCivis Grants Management System (GMS) is called "Grants Network". Grants Network will allow applicants to apply for CDBG funding online and will track the status of their application once submitted. This new system does not require applicants to submit hard copies and all accounting a reporting will be implemented through Grants Network.

Grants can vary based on annual allocation and Activity limits. Grants must meet one of the three national objectives:

1. Benefit low-to moderate-income (LMI) persons
2. Aid in the prevention or elimination of slums or blight, or
3. To meet an urgent need.

The maximum total grant award for Community Development for each jurisdiction is \$3.5 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 six (6) applications. There are no Combo programs and each activity, both projects and programs 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 \$1,000,000
- Homeownership Assistance Program- up to \$1,000,000
- Housing Project: Multi-family Rental (5 or more units), Rehabilitation with or without acquisition- up to \$3.5 million
- Housing Project: Acquisitions of Real Property for Multifamily housing projects -up to \$3.5 million
- Public Improvements In-Support of Housing: New Construction-up to \$3.5 million

Non-Housing Community Development Activities

- Public Improvements (other than In-Support of Housing or Businesses)- up to \$3.5 million
- Public Facility-up to \$3.5 million
- Project Predevelopment (limited to 2 grant awards in this NOFA)-up to \$500,000
- Public Services – up to \$500,000
- Planning & Technical Assistance-up to \$250,000

Economic Development Activities

Maximum total grant award limit is \$6 million, including all activities except ED OTC, Colonias and Native American Set asides.

Competitive Applications

- Business Assistance -up to \$750,000
- Micro-Enterprise Assistance – up to \$500,000

OTC Applications

- Public Infrastructure In-Support of Businesses -up to \$6 million
- Commercial/Industrial Building Acquisition, Construction, Rehabilitation, or other improvements – up to \$6 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 fiscal year 2019/20 Community Development Block Grant Program and solicit public input and comments.

ATTACHMENTS

None

NOTICE OF PUBLIC HEARING FOR PRE-APPLICATION HEARING DESIGN OF THE COMMUNITY DEVELOPMENT BLOCK (CDBG) APPLICATION

NOTICE IS HEREBY GIVEN that the City of Oroville will conduct a public hearing by the City Council on Tuesday, March 3, 2020 at 5:30 PM at the Oroville City Council Chambers, 1735 Montgomery Street, Oroville, CA 95965, to discuss possible applications for funding under the Fiscal year 2019/20 State Community Development Block Grant (CDBG) Program and to solicit citizen input on possible activities to be included in the application.

The State's Department of Housing and Community Development (HCD) State CDBG Program is specified in the Notice of Funding Availability (NOFA) each program year. Eligible Cities and Counties may submit applications for CDBG funds under these NOFAs. Maximum award limits for each CDBG activity are specified in the Notice of Funding Availability. However, based upon CDBG's proposed 2019 NOFA Changes, each jurisdiction can apply for up to six (6) activities and the CDBG program maximum grant amount is \$3.5 million for a Community Development Activity and \$6 million for an Economic Development Activity.

The Native American allocation is available for eligible activities in areas with concentrations of Native American Indians not federally recognized as an Indian tribe or Rancheria. The amount of Native American funds available varies each year, and a grant from this allocation does not count toward the \$3.5 and \$6 million cap.

The eligible activity categories are Housing and Community Development Activities:

- Single-Family Rehabilitation Program 1-4 units
- Homeownership Assistance Program
- OTC Housing Project: Multi-family Rental (5 or more units), Rehabilitation with or without acquisition
- OTC Housing Project: Acquisitions of Real Property for Multi-family housing projects
- OTC Public Improvements in Support of Housing: New Construction
- OTC Public Improvements (other than In Support of Housing or Businesses)

- OTC Public Facility
- Public Services
- Planning & Technical Assistances

Economic Development Activities:

- Business Assistance
- Micro-Enterprise Assistance
- OTC Public Infrastructure In Support of Businesses
- OTC Commercial/Industrial Building Acquisition, Construction, Rehabilitation or other improvements.

Projects funded with CDBG funds meet one of three national objectives:

1. Benefit to low-to Moderate-income (LMI) persons
2. Aid in the prevention of elimination of slums and blight, or
3. To meet an urgent need

If the City of Oroville has unanticipated CDBG Program Income available, the City may use these funds to supplement potential activities that meet a National Objective through pending general and economic development grants.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Oroville, Department of Business Assistance and Housing Development, 1735 Montgomery Street, Oroville, CA 95965 or you may telephone 530-538-2535. In addition, a public information file is available for review at the above address between the hours of 8:00 AM and 5:00 PM on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, please contact the City Clerk's office at 530-538-2535 to arrange for those accommodations to be made.

The City of Oroville promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Bill LaGrone, City Administrator

Published on Saturday, February 28, 2020, in the Oroville Mercury Register.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

**FROM: BILL LAGRONE, CITY ADMINISTRATOR
SCOTT E. HUBBER, CITY ATTORNEY**

**RE: THIRD PUBLIC HEARING TO RECEIVE PUBLIC INPUT ON
AND PROVIDE INPUT REGARDING THE COMPOSITION OF
POTENTIAL COUNCIL MEMBER ELECTION DISTRICT
BOUNDARIES**

DATE: MARCH 3, 2020

SUMMARY

The Council will hold a public hearing to receive public input on and provide input regarding the composition of potential Council Member election district boundaries.

DISCUSSION

On December 3, 2019, the City Council adopted a resolution of intention to transition from at-large to by-district elections. Pursuant to California Elections Code, this public hearing is to present the various maps, including those submitted by members of the public, and to received input from members of the public and the Council regarding the various maps.

At the public hearings, the community is invited to provide input regarding the composition of the districts. In addition, Council Members can provide input related to the composition of the maps.

The Council will ultimately provide further direction to finalize the map, which will be presented to the Council for a final vote. The Council is the final decision-making body on adopting district boundaries.

The Council will hold the third public hearing to receive public input on and provide input regarding the composition of potential Council Member election district boundaries.

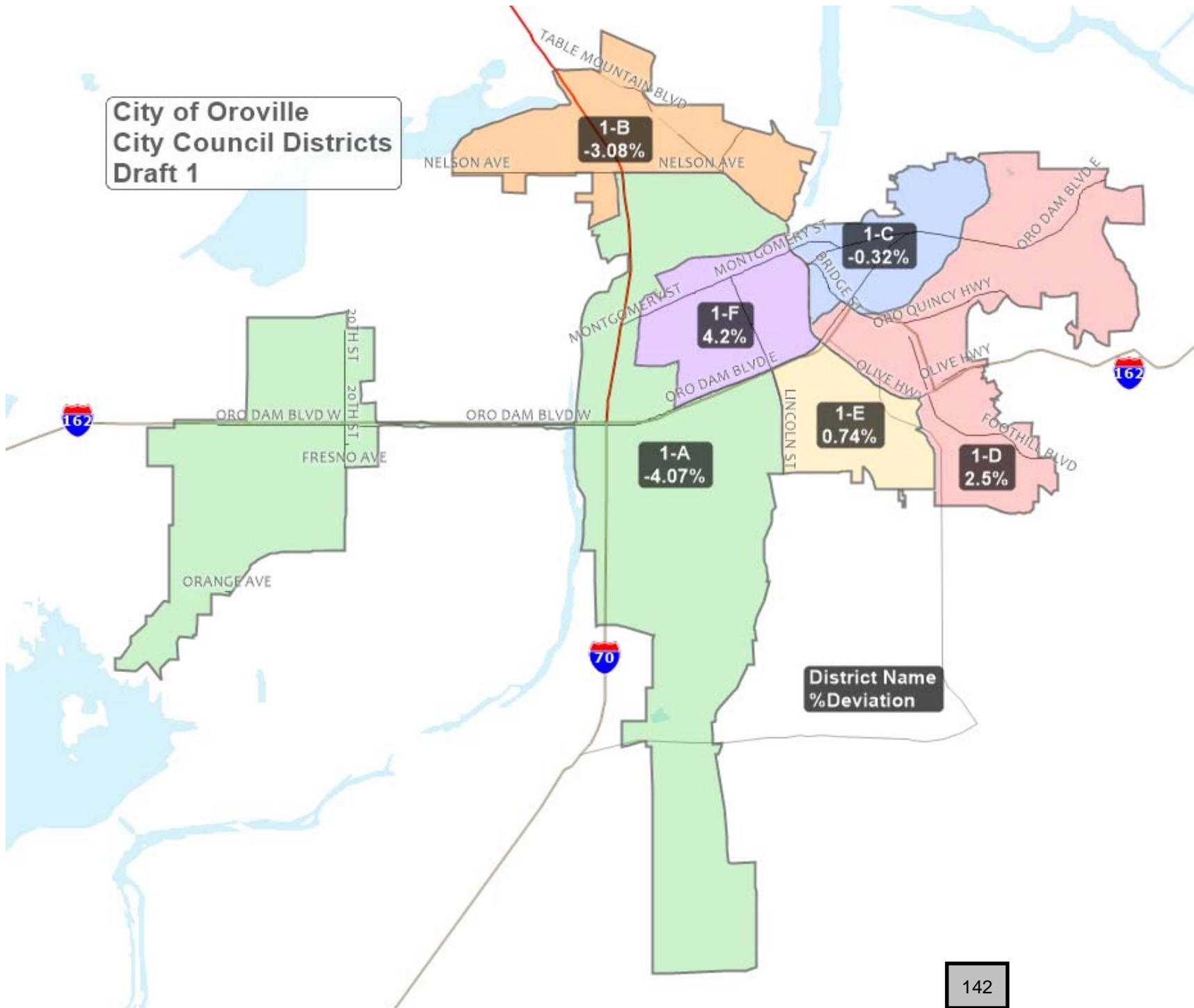
FISCAL IMPACT:

None related to the public hearing. The costs for the demographer and other related fees were previously approved by the Council.

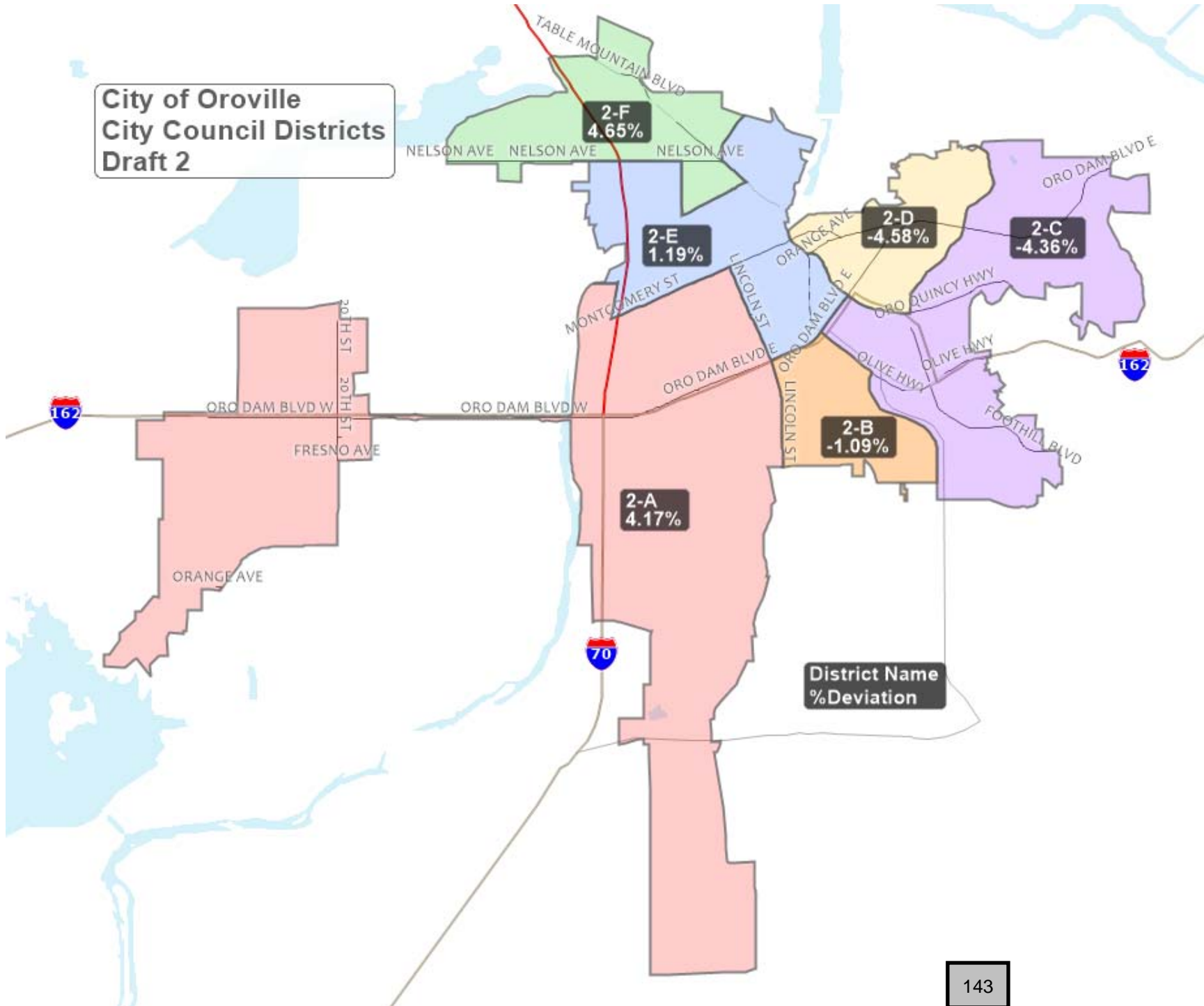
RECOMMENDATION:

Open a public hearing to receive public input on and provide input regarding the composition of potential Council Member election district boundaries.

**City of Oroville
City Council Districts
Draft 1**

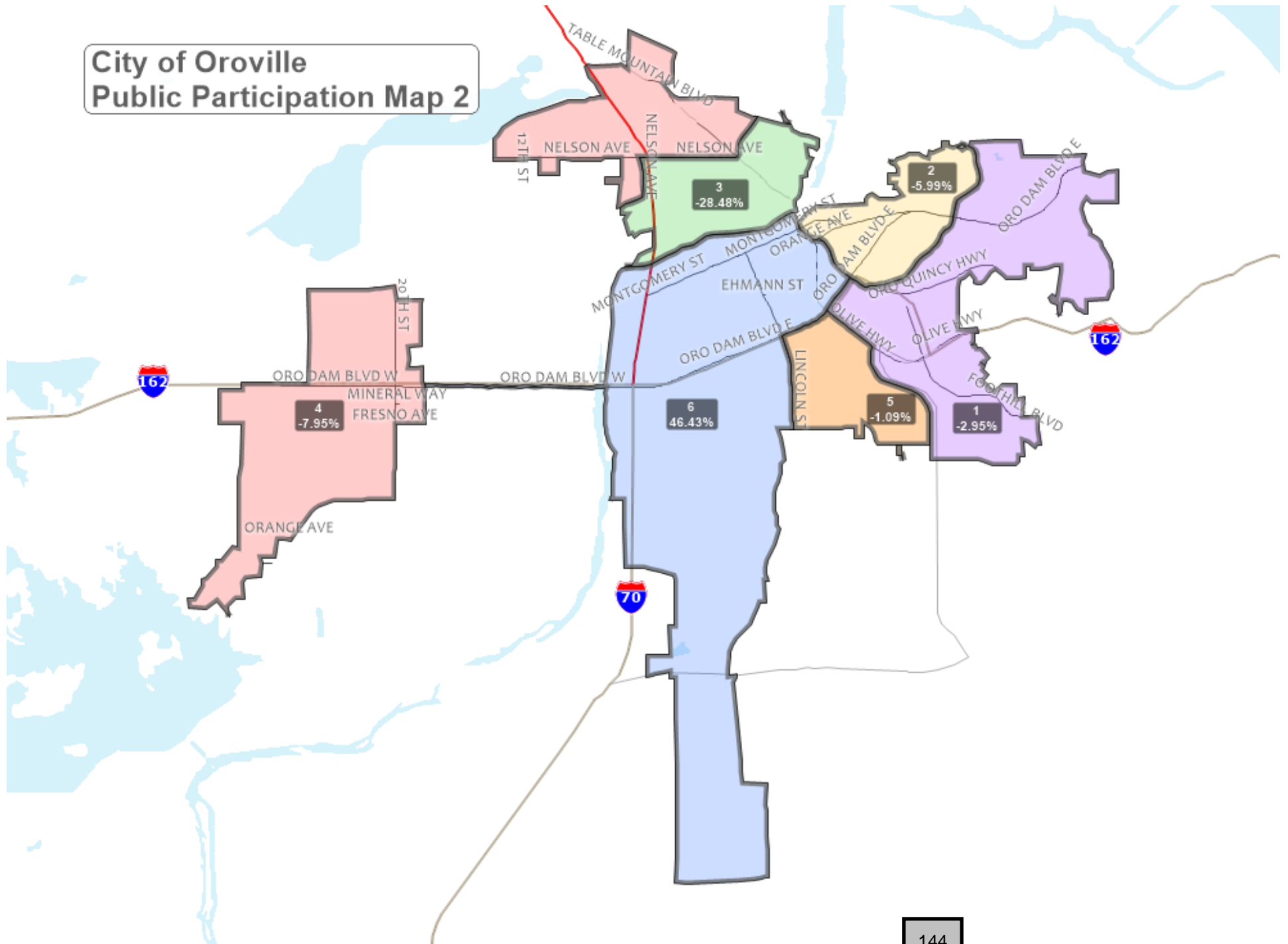


**City of Oroville
City Council Districts
Draft 2**

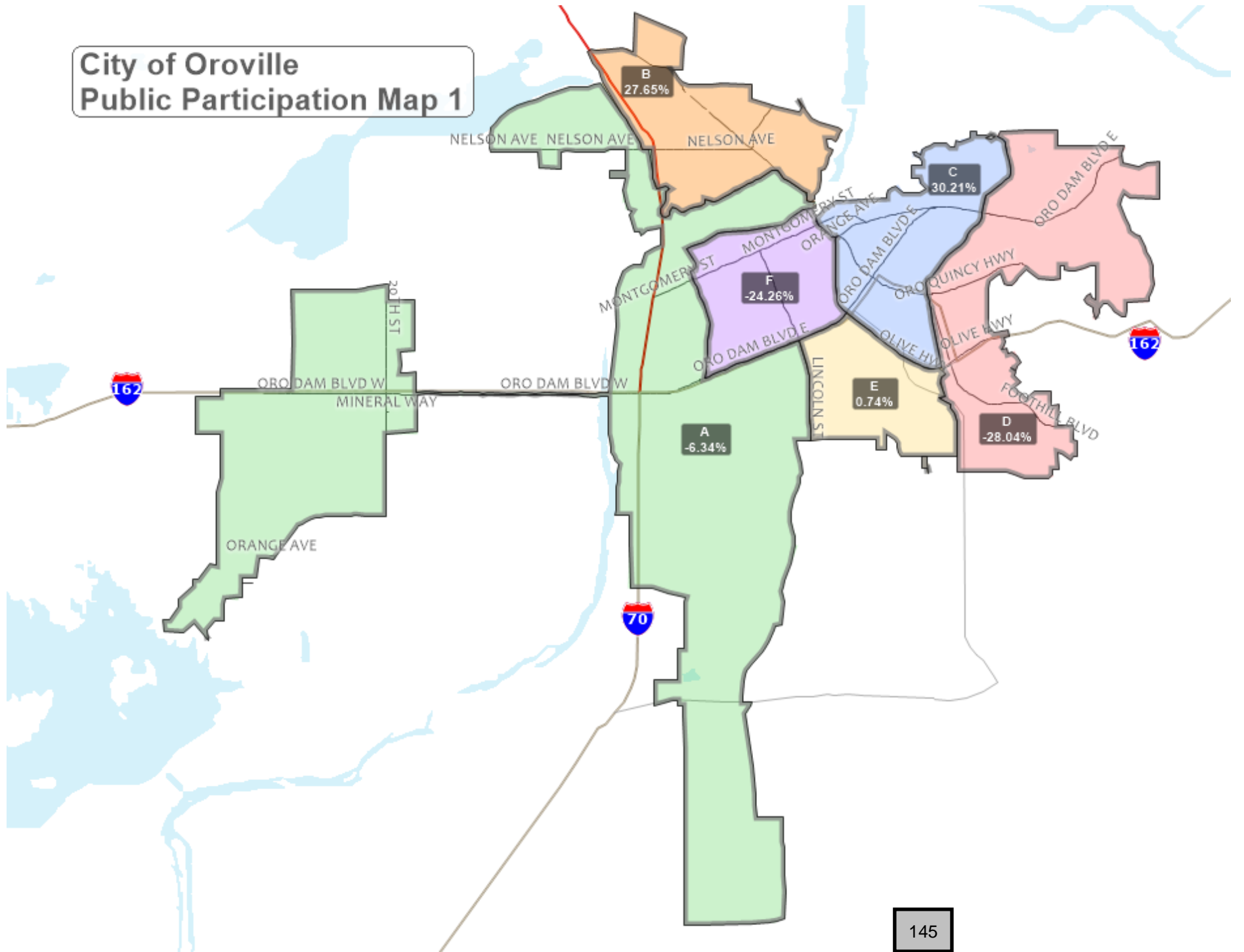


**District Name
% Deviation**

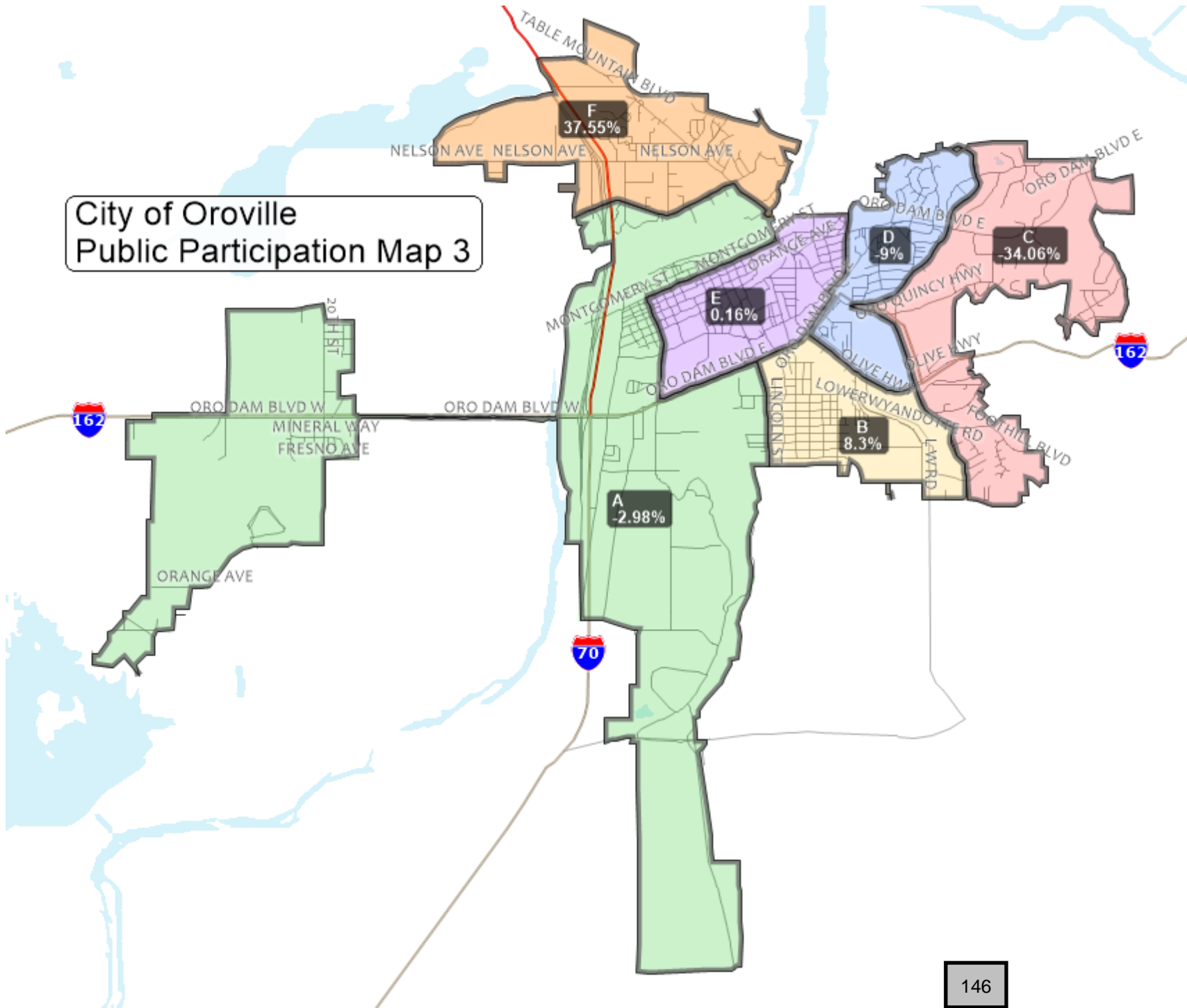
City of Oroville Public Participation Map 2



City of Oroville Public Participation Map 1



City of Oroville Public Participation Map 3





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

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

RE: MID YEAR FINANCIAL REVIEW

DATE: MARCH 3, 2020

SUMMARY

The Council may receive a mid-year financial report.

DISCUSSION

OVERVIEW

A look at the budgets vs actuals for the first half of the fiscal year 2019-20. With the new District Sales tax, the budget outlook is very positive. Staffing levels are being restored and much needed public services are being restored.

GENERAL FUND

General Fund expenditures are for the core functions of the City. Administration, Police, Fire and Public Works are some of the departments budgeted here. Overall the General Fund has 61% of the expenditure budget still available at mid-year.

Revenues

Overall the revenues are better than expected. The City received \$2,000,000 in unanticipated revenue in September 2019, that has not been appropriated by Council. This was received by the State of California to help mitigate the costs on the City relating to the CAMP fire. This one-time revenue made a big impact on our budget this year.

Expenditures

Areas to monitor are the Public Works budget that was difficult to estimate with the addition of a new consulting contract that covered many departments. With the Planning budget so far under budget, a budget transfer from Planning to Public Works is recommended by staff. The Risk Management budget has gone over due to an unanticipated increase in the City's property insurance by \$67,824. Staff is recommending a budget adjustment to cover this increase.

DISTRICT TAX FUND

Revenues

Revenues for the new District Sales Tax is exceeding budget estimates. Original budget of 4.2 million might end up closer to 5.5 or even 6 million in revenues.

Expenditures

District Tax expenditures are off to a slow start as new hires take time to put in place. This budget overall will be much less than anticipated.

OPEN GOV

For more financial details please visit our OpenGov transparency portal at: <https://orovilleca.opengov.com>

Data is uploaded monthly.

FISCAL IMPACT

None, budgetary estimates only.

RECOMMENDATION

Staff recommends the following budget adjustments:

Expenditures

- Risk Management increase \$68,884 to cover increased property insurance.
- Planning budget decrease \$100,000 transfer to the Public Works budget.
- Public Works increase \$100,000 transfer from the Planning budget.
- Public Works increase \$100,000 to cover expenditures allocated here.

Revenues

Human Resources increase \$500 to cover miscellaneous reimbursements.

ATTACHMENTS

Budget worksheets



CITY OF OROVILLE
General Fund Revenues
July 1, 2019 through December 31, 2019

Department	Annual Budget	Year to Date Revenues	Budget Remaining	Percentage Remaining 50%
City Clerk	40	12	29	71%
City Hall	750	644	106	14%
Human Resources	-	222	(222)	0%
Finance	15,800	4,619	11,181	71%
Planning & Development Services	73,614	29,921	43,693	59%
Building	700,221	248,701	451,520	64%
Code Enforcement	12,000	800	11,200	0%
Police	675,200	434,540	240,660	36%
Fire	211,034	33,570	177,464	84%
Public Works	56,143	35,209	20,934	37%
Streets & Storm Drains	524,843	275,320	249,523	48%
Parks & Trees	72,850	35,014	37,836	52%
General Government	12,486,203	6,694,564	5,791,639	46%
TOTALS	\$ 14,828,698	\$ 7,793,136	\$ 7,035,562	47%



CITY OF OROVILLE
General Fund Expenditures
July 1, 2019 through December 31, 2019

Department	Annual Budget	Year to Date Expenditures	Budget Remaining	Percentage Remaining 50%
City Administrator	396,102	140,126	255,976	65%
City Attorney	250,533	115,695	134,838	54%
City Clerk	97,171	37,553	59,618	61%
City Hall	70,488	26,522	43,966	62%
Human Resources	163,604	65,356	98,248	60%
Personnel Officer	20,000	3,880	16,120	81%
Information Technology	431,935	155,768	276,167	64%
Risk Management	308,000	376,884	(68,884)	-22%
Mayor and Council	189,757	87,685	102,072	54%
Finance	676,678	257,927	418,751	62%
Treasurer	28,384	13,155	15,229	54%
Planning & Development Services	318,488	90,420	228,068	72%
Building	340,444	126,746	213,698	63%
Code Enforcement	60,000	15,767	44,233	74%
Police	5,458,722	1,968,164	3,490,558	64%
Municipal Law Enforcement	588,187	224,776	363,411	62%
Animal Control	352,212	175,684	176,528	50%
Fire	3,673,416	1,318,873	2,354,543	64%
Public Works	128,870	219,350	(90,480)	-70%
Streets & Storm Drains	828,196	242,479	585,717	71%
Parks & Trees	775,707	256,487	519,220	67%
General Government	671,804	384,740	287,064	43%
TOTALS	15,828,698	6,304,035	9,524,663	60%



CITY OF OROVILLE
District Tax Revenues
July 1, 2019 through December 31, 2019

Department	Annual Budget	Year to Date Revenues	Budget Remaining	Percentage Remaining 50%
General Government-Sales Tax	4,281,483	2,077,568	2,203,915	51%
TOTALS	\$ 4,281,483	\$ 2,077,568	\$ 2,203,915	51%



CITY OF OROVILLE
District Tax Expenditures
July 1, 2019 through December 31, 2019

Department	Annual Budget	Year to Date Expenditures	Budget Remaining	Percentage Remaining 50%
City Administrator	60,000	27,883	32,117	54%
City Hall	20,000	81	19,919	100%
Code Enforcement	120,000	-	120,000	100%
Police	575,000	-	575,000	100%
Fire	355,000	-	355,000	100%
Public Works	170,000	-	170,000	100%
Streets	740,000	523,397	216,603	29%
Parks & Trees	320,000	8,960	311,040	97%
General Government	1,070,000	535,000	535,000	50%
General Reserve	1,500,000	-	-	0%
TOTALS	4,930,000	1,095,321	2,334,679	47%



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: LEONARDO DEPAOLA, ASSISTANT CITY ADMINISTRATOR,
COMMUNITY DEVELOPMENT**

**TYSON PARDEE, MANAGER
INFORMATION TECHNOLOGY DIVISION**

RE: TRAKIT UPGRADE

DATE: MARCH 3, 2020

SUMMARY

The Council will consider a Professional Services Agreement with Central Square, in the amount of \$97,220.00, for an upgrade of the existing land use management and permit tracking software program.

DISCUSSION

The Council will consider an agreement with Central Square, in an amount of \$97,220.00, to upgrade to the existing land use management software to track, manage, and administer permits, projects regarding all land use management activities within the City of Oroville, Code Enforcement cases and business licenses. The upgraded software will bring new and improved tools along with a streamlined web interface. There will also be a new web based public portal that gives users the ability to take online payments.

This upgrade will be a true cloud hosted solution and will require an ongoing yearly license and maintenance cost of \$39,000. This cost is for the following:

1. Being a fully hosted cloud SaaS (Software as a Service) solution the City will never have to pay for a full version upgrade again as all new features and changes will be automatically applied and are included in the yearly maintenance cost.
2. All third-party integrations, like a credit card processor, are managed and maintained so no matter what web related security features change the integrations will be supported.
3. Public facing portal for access to information within Trakit and the ability to make online payments.

BACKGROUND

Prior to the upgrade in 2011 Trakit was only utilized for permitting and for only part of the process. Trakit has increasingly become more valuable since the last upgrade in 2011.

- 1) All permitting functions are done in Trakit including inspections.
- 2) All other modules have been utilized as well. Modules for planning, code enforcement and business licenses.
- 3) GIS was also integrated with Trakit to make sure all Trakit parcel and address information was up to date.
 - The City IT department created a workflow to update the GIS database on a monthly basis straight from the GIC (Geographic Information Center). The GIC is where the accessors office stores their most current data which means that our GIS data is at most a month behind what the accessors office has released for use. Prior to this there was a manual process and our GIS database was always four or more months behind the accessor.
- 4) A credit card application was also integrated with Trakit to make over the counter credit card transactions more seamless. Over the past year web related security features have changed which has broken the “seamless” portion. Employees have to manually enter transactions into the system. The upgrade will bring in the newer security features needed and allow the City to re-integrate and make things seamless again.
- 5) Many printed documents were created to streamline permitting, code enforcement, business licenses, and planning.
- 6) Many reports were built to streamline information gathering for permitting, code enforcement, business licenses, and planning.

As city departments process the city growth that has happened over the years the current system is not as adequate as it could be. The Trakit version the City is on is also no longer supported by Central Square and to get support an upgrade will need to be made.

FISCAL IMPACT

Technology Fee Fund Available Balance \$230, 215

RECOMMENDATION

Authorize the upgrade of Trakit in the amount of \$97,220.00.

ATTACHMENTS

Trakit Upgrade Quote

Superior, LLC, A CentralSquare company

Add-On Quote

Quote Prepared For:

Tyson Pardee, IT Manager
 City of Oroville
 2055 Lincoln St
 Oroville, CA, 95966-5385
 530-538-2493

Date: 02/27/20

Quote Number: Q-00017598 Valid Until:
 03/29/19

Quote Prepared By:

Josh Bisienere, Account Manager
 CentralSquare Technologies
 1000 Business Center
 Lake Mary, FL 32746
 Phone: +14073043125 Fax:
joshua.bisienere@centralsquare.com

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Josh Bisienere with any questions.

Cloud/Hosted Fees

Product Name	Quantity	Amount
Community Development SaaS Standard - Contract Startup Fee	1	5,000.00
Community Development SaaS Standard	24	30,000.00
Fusion Subscription SaaS	1	1,500.00
Citizen Engagement SaaS	1	7,500.00
TRAKiT CSLB Integration	1	0.00
Total		44,000.00

Professional Services Installation & Configuration

Product Name	Amount
Community Development Installation	2,800.00
Fusion Subscription Services	1,440.00
Internet Pro Installation	2,160.00
Total	6,400.00

Development & Conversion

Product Name	Amount
Community Development Land Data Conversion	4,000.00

Fusion Subscription Services	2,700.00
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Total	6,700.00
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Technical Services

Product Name	Amount
TRAKIT Community Development Technical Services	10,400.00

Total	10,400.00
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Training

Product Name	Amount
TRAKIT Community Development Training	8,320.00
Fusion Subscription Services	3,240.00
Internet Pro Training	1,440.00

Total	13,000.00
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Project Management

Product Name	Amount
Community Development Project Management	3,840.00
Fusion Subscription Services	1,440.00
Internet Pro Project Management	1,440.00

Total	6,720.00
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Total Professional Services	43,220.00
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Travel & Living Expenses

Product Name	Amount
Public Admin Travel & Living Expenses Estimate	10,000.00

Total	10,000.00
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Summary

Product/Service	Amount	
Cloud/Hosted Annual Access Fees	39,000.00	
Contract Startup Fees	5,000.00	
Professional Services	43,220.00	
Subtotal	87,220.00	USD
Total	87,220.00	USD
Travel & Living Estimate	10,000.00	USD
Total inclusive of any maintenance, travel & living	97,220.00	USD

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:

This Amendment will become effective as of the date first written above. Except as expressly provided in this Amendment, all terms and provisions of the existing Agreement between the Parties are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

Tyson Pardee, IT Manager
City of Oroville

Item 13.

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section
Product Notes:



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: TOM LANDO AND WES ERVIN

**RE: MUNICIPAL SERVICES REVIEW UPDATE AND SPHERE OF
INFLUENCE UPDATE**

DATE: MARCH 3, 2020

SUMMARY

The City Council may authorize the City Administrator to work with the Local Agency Formation Commission (LAFCo) to update the 2014 Municipal Services Review, to update the Sphere of Influence to include the Wilbur Road Area, to initiate discussions with stakeholders on a potential annexation of the Thermalito area, and to prepare the necessary documents and environmental review for such an annexation.

DISCUSSION

Under the provisions of the Cortese Knox Hertzberg Local Governmental Reorganization Act of 2000, every city must prepare a Municipal Services Review (MSR) to demonstrate the City's ability to provide services to both existing and future residents. The MSR update is required prior to any sphere changes or annexations within the area of study.

The Butte County Local Agency Formation Commission (LAFCo) previously adopted both the Municipal Services Review and an updated Sphere of Influence for the City of Oroville in 2014. At that time, based on a specific annexation application, there was concern regarding the City's abilities to provide the full range of services.

With the voter-approved District tax, stronger City budget, population increase from the Campfire, and a good economy, the updated MSR should show that the City can accommodate additional growth.

In preparing an MSR, the City must work with LAFCo, which is charged with approving the MSR as well as future annexations to the City, and which necessitates a cooperative agreement. LAFCo bills on a time and materials basis, and requires a \$20,000 deposit for processing.

The attached proposal with Policy Consulting Associates sets forth the process and cost for updating the MSR and SOI. Policy Consulting Associates has worked with LAFCo and has prepared updates of MSR's for other local agencies recently.

Further, because of anticipated growth, the Sphere of Influence is also outdated. Therefore, the updated MSR work will also allow the preparation of a Sphere of Influence Plan for the addition of the Wilbur Road area to the Sphere of Influence. In July 2019 the Council

approved adding 422 acres to the SOI. This action will approve the required Resolution of Sphere Update, Notice of Exemption, and application to LAFCo.

ENVIRONMENTAL REVIEW

1. The MSR Update is Categorically exempt CEQA, per the attached Notice of Exemption.
2. The SOI update is Categorically exempt from CEQA, per the attached Notice of Exemption;
3. As the Thermalito expansion discussions proceed, the appropriate environmental will be prepared. Any subsequent projects will be accompanied by the appropriate CEQA document.

FISCAL IMPACT

It is proposed the \$55,000 to complete this work be funded from the Campfire funds provided to the City by the State. Policy Consulting Associates has proposed \$46,460, with the additional used for staff costs and potential consultant cost overruns.

The Butte LAFCo application and SOI plan are billed on time and materials basis, and require a \$20,000 deposit for processing, which will also be taken from the Campfire funds.

It is also recommended the City consider a new development impact fee to recover these monies in the future as development occurs, and that the fee be placed in a separate fund to pay for future required MSR updates and other annexation actions.

RECOMMENDATION

1. Authorize the City Administrator to sign an agreement with the Local Agency Formation Commission (LAFCo) to work with the City in the preparation and approval of an updated Municipal Services Review and SOI Update, and authorize up to \$20,000 for that work:
2. Adopt the Notices of Exemption for the MSR Update and the SOI Update;
3. Authorize up to \$55,000 for a contract with Policy Consulting Associates, LLC, to update the 2014 Municipal Services Review (MSR) study; and
4. Authorize the City Administrator to submit a Sphere of Influence update application and other applicable documents to the Butte County Local Agency Formation Commission (LAFCO) for the 422-acres west of Wilbur road and South of State Route 162;
5. Adopt Resolution No.8837 -- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO APPLY TO THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION FOR A GENERAL PLAN SPHERE OF INFLUENCE UPDATE THAT ADDS A 422-ACRE PENINSULAR AREA WEST OF WILBUR ROAD AND SOUTH OF STATE ROUTE 162 TO THE CITY'S SPHERE OF INFLUENCE.

6. Initiate discussions of annexation of Thermalito and the areas surrounding the Airport, including engaging stakeholders, and completing the necessary environmental review. Further, authorize the Mayor to sign a contract with Northstar Consulting for the required environmental documentation, in an amount not to exceed \$15,000.

ATTACHMENTS

1. Draft Letter of Agreement with LAFCo for MSR and SOI update
For MSR Update
2. Draft Contract with Policy Consulting Associates
3. Exhibit A -- Policy Consulting Associates Proposal to prepare MSR/SOI
4. Notice of Exemption for MSR
For SOI Update
5. July 2, 2019 Council Staff report
6. Resolution of Application for SOI Update
7. Notice of Exemption for SOI
For Annexation discussions
8. Map of MSR Update and possible Thermalito annexation area(s)

BUTTE LOCAL AGENCY FORMATION COMMISSION

1453 Downer Street, Suite C • Oroville, California 95965-4950
 (530)538-7784 • Fax (530)538-2847 • www.buttelafco.org

January 14, 2020

DRAFT



Bill LaGrone, City Administrator
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965

Re: Letter Agreement for the City of Oroville Municipal Service Review Update and Sphere of Influence Update

Dear Mr. LaGrone,

The City of Oroville desires to proceed with an update of its Sphere of Influence (SOI) in order to consider new housing opportunities in areas not currently within the City's SOI, but consistent with the City's 2030 General Plan. The proposed SOI Update, which would be in the form of a SOI Plan (maps and written determinations), must be reviewed and approved by the Butte Local Agency Formation Commission (LAFCo). To support the proposed SOI, the City's existing Municipal Service Review (MSR), which was approved by the Commission in 2014, must also be updated, which requires review and approval by Butte LAFCo. To initiate the SOI/MSR Update process, the City must submit a SOI Update application and pay all applicable LAFCo fees.

Butte LAFCo understands that the City desires to retain a consultant to prepare the City's MSR Update and SOI Plan. This is an acceptable approach to LAFCo with the condition that LAFCo be consulted on the selection process and that the consultant be jointly acceptable to both agencies. To ensure that the SOI Update process goes smoothly, LAFCo has prepared this Letter Agreement that outlines the MSR/SOI Update process and the responsibilities of each agency. When signed by both parties, this letter constitutes a LETTER AGREEMENT between LAFCo and the City of Oroville regarding the City's proposed MSR Update and SOI Plan.

A. Authority

Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq), LAFCo is given the authority to prepare and adopt Municipal Service Reviews and to review and update a Sphere of Influence for a local agency. Such a request can also come directly from an agency (56425(b)), as is the case with the City of Oroville. However, LAFCo retains the sole authority to adopt the planning documents.

B. Recitals

1. The City of Oroville SOI Update project ("Project") consists of the preparation of an:
 - A. Update to the City's existing Municipal Service Review ("MSR Update"); and
 - B. Preparation of a Sphere of Influence Plan ("SOI Plan").

2. The City of Oroville prepared an Environmental Impact Report (EIR) for the City's current 2030 General Plan, which was certified by the City of Oroville City Council on [REDACTED], 201x.
 3. The EIR evaluated development "build-out" of the area proposed to be added to the City's SOI.
 4. As the lead agency pursuant to CEQA, the City of Oroville intends to utilize the General Plan EIR as the environmental documentation for the SOI Update project. However, if LAFCo as a responsible agency pursuant to CEQA, determines that the environmental documentation does not adequately analyze the impacts associated with the proposed SOI Update, LAFCo shall request that the City prepare additional environmental documentation to comply with CEQA requirements.
 6. To ensure a complete and accurate document, LAFCo desires the active participation of the City of Oroville and its staff in the preparation of the MSR Update and the SOI Plan. To this end, LAFCo and the City of Oroville desire to act cooperatively in the administration of the City of Oroville MSR/SOI Update.
 7. The City of Oroville and LAFCo enter into this Letter Agreement to establish their respective roles and responsibilities relating to the oversight and management of the City's SOI Update.
- C. Determinations
1. LAFCo does not object with the City's choice to independently contract with POLICY CONSULTING ASSOCIATES, LLC to prepare the MSR Update and SOI Plan.
 2. LAFCo, through its Commission staff, shall have final oversight, review, and approval authority over the content of the public review drafts and final versions of the MSR Update and SOI Plan. The City of Oroville shall have the right to review and request reasonable changes to the draft documents.
 3. The City of Oroville and LAFCo understand that, notwithstanding the review by the City of Oroville staff of the MSR Update and SOI Plan, the City of Oroville City Council may choose to review the Public Review Draft versions of these documents during the 21-day public review period. City of Oroville City Council comments on the Public Review Draft versions of these documents, if any, shall be forwarded to LAFCo by City staff for review and consideration by LAFCo at the public hearing on the Public Review Draft MSR Update and SOI Plan. The City of Oroville and LAFCo understand that any review of the Public Review Draft MSR Update and SOI Plan by the Oroville City Council will be for commenting purposes only and the Oroville City Council will not take any formal action to adopt the MSR Update or the SOI Plan.
 4. The City of Oroville and LAFCo understand that the City of Oroville shall be fully and solely responsible for the cost of the preparation and processing of the MSR Update and the SOI Plan, and for the cost incurred by LAFCo for its normal processing fees, including, but not limited to, materials, public noticing costs, staff time, and legal review.

5. The City of Oroville and LAFCo agree to use all reasonable effort and due diligence to process the Project through to the final hearing in a timely fashion. This letter agreement in no way restricts or requires LAFCo to arrive at any particular action, only to faithfully execute its responsibilities under the law.
6. LAFCo and the City of Oroville agree to the following sequence of actions to be taken to complete processing of the Project:
 - A. The City will enter into a contract with Policy Consulting Associates Inc. to prepare the SOI/MSR update.
 - B. The City will adopt a resolution of application requesting LAFCo to update its SOI Plan and submit a complete application with associated fees to LAFCo.
 - C. Preparation of the administrative draft MSR Update and administrative draft SOI Plan by City of Oroville/Policy Consulting Associates Inc. utilizing a LAFCo approved format for the documents.
 - D. City of Oroville/ Policy Consulting Associates Inc. provides LAFCO staff with one printed copy of each document, and provides LAFCO the documents in PDF and Microsoft Word format. Butte LAFCo staff reviews the administrative draft MSR Update and administrative draft SOI Plan.
 - E. LAFCO staff completes review of administrative draft MSR Update and SOI Plan and directs City/ Policy Consulting Associates Inc. to make any identified changes and prepare Public Review Draft MSR Update and Public Review Draft SOI Plan.
 - F. City submits a printed copy of Public Review Documents to LAFCO, along with printed copy of the City of Oroville General Plan and a copy of the applicable General Plan environmental documents, if not already submitted. The City of Oroville shall also provide LAFCO staff with PDF and Microsoft Word versions of each public review document.
 - G. LAFCO staff sets the 21-day public review period and performs all public noticing actions and distributes public review documents to effected agencies for comment.
 - H. Optional review of public review documents by City of Oroville during public review period.
 - I. LAFCo holds hearing(s) on the Public Review Draft MSR Update and SOI Plan. The City of Oroville/ Policy Consulting Associates Inc. shall be responsible for making any changes to the Public Review documents as directed by the Commission.
 - J. Preparation of the Final MSR Update and SOI Plan by the City of Oroville/Policy Consulting Associates Inc. The City of Oroville/Policy Consulting Associates Inc. shall provide 10 printed copies of each final document to Butte LAFCo, along with PDF and Microsoft Word versions of each final document.

Nothing contained in this Letter Agreement is intended, nor shall it be construed, to commit, control, or influence in any manner whatsoever the authority, judgment, or discretion of the LAFCo Commission in their future hearings on all or any aspect of the City of Oroville SOI Update Project and the ultimate decision of LAFCo to approve, approve with conditions, approve with revisions, or disapprove the City of Oroville SOI Update Project, in whole or in part, or to require or impose mitigation measures as a result of the environmental review of the City of Oroville SOI Update Project.

Please sign and date where indicated below, and return two (2) copies of this LETTER AGREEMENT. Once the LETTER AGREEMENT has been executed on behalf of LAFCO, I will return a fully executed copy to the City. If you have any questions, please contact me at 530-538-7784 or at slucas@buttecounty.net.

Sincerely,

Stephen Lucas
Executive Officer

LETTER AGREEMENT PROVISIONS

The undersigned hereby agree to the provisions of this Letter Agreement as set forth hereinabove.

Butte Local Agency Formation Commission

Date

By: Stephen Lucas, Executive Officer

City of Oroville

Date

By: Bill LaGrone, City Administrator

CITY OF OROVILLE - PROFESSIONAL SERVICES AGREEMENT

POLICY CONSULTING ASSOCIATES, LLC
Architect/Consultant/Engineer

MUNICIPAL SERVICES REVIEW & SPHERE OF INFLUENCE UPDATE
Project Title

TABLE OF CONTENTS

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - DESCRIPTION OF PROJECT	2
SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE	2
SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE	3
SECTION 4 - COMPENSATION	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT	3
SECTION 6 - RESPONSIBILITY OF CITY	3
SECTION 7 - INDEMNIFICATION	4
SECTION 8 - INSURANCE	4
SECTION 9 - GENERAL PROVISIONS	5
9.1 - Access to Records.....	5
9.2 - Assignment	5
9.3 - Changes to Scope of Services - Basic Professional Services	5
9.4 - Compliance with Laws, Rules, Regulations	5
9.5 - Conflict of Interest Code Applicability	5
9.6 - Exhibits Incorporated	5
9.7 - Independent Contractor	5
9.8 - Integration; Amendment.....	6

9.9 - Jurisdiction.....6

9.10 - Notice to Proceed; Progress; Completion.....6

9.11 - Ownership of Documents6

9.12 - Subcontracts.....6

9.13 - Term; Termination.....6

9.14 - Notice.....7

SECTION 10 - SPECIAL PROVISIONS.....7

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on March 5, 2020, between the City of Oroville, a municipal corporation under the laws of the State of California, (City) and Policy Consulting Associates, a California Limited Liability Company, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, Page 8, entitled GENERAL PROJECT APPROACH, and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT A, Pages 9-11, entitled PROPOSED SCOPE.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT A. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as Amendment No. 1 and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT A accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT A, Pages 12-13, entitled ESTIMATED COSTS. Amounts

due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant’s disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant’s professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City’s representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant’s professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City’s choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with Consultant’s use of City premises under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant/Subconsultant/Subcontractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled INSURANCE PROVISIONS.

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated by the Fair Political Practices Commission ("FPPC") regarding campaign contributions to members of the City Council. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have made, or will make, campaign contributions in violation of the Government Code and the regulations promulgated by the FPPC.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

DRAFT Professional Services Agreement with
Policy Consulting Associates, LLC

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City: City Administrator
City of Oroville
1735 Montgomery Street

Oroville, CA 95965

To Consultant: Policy Consulting Associates, LLC
5050 Laguna Blvd #112-711
Elk Grove, CA 92563

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled SPECIAL PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

CONSULTANT:

Bill LaGrone, City Administrator

Jennifer Stephenson, Principal
Policy Consulting Associates, LLC

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Scott E. Huber, City Attorney

[Insert name and title]

REVIEWED AS TO CONTENT:

Scott E. Huber, City Attorney

POLICY CONSULTING ASSOCIATES SUMMARY

The Policy Consulting Associates Team (PCA Team) excels at functional analysis organized in a format that is easily interpretable. Much of our data collection relies on our ability to easily and efficiently garner essential information from agency documents. In addition, we also have proven practical experience coordinating large review projects with input from numerous agencies, and simultaneously fostering inter-agency communication and arbitrating cooperation on often contentious issues.

As part of our regular MSR work, PCA has conducted multiple reviews for various LAFCOs. Each MSR contained in-depth analysis and determinations covering financial ability of the agencies to provide adequate levels of service and capacity and service adequacy based on multiple service adequacy indicators. The MSRs in Amador, Butte, Calaveras, Yuba, Santa Clara, Fresno, Solano, Plumas, Mendocino, Solano, and Alameda Counties, included comprehensive reviews of governance structure alternatives, including consolidation, functional consolidation, other forms of regional collaboration, dissolutions, elimination of overlapping providers, and annexation of extraterritorial service areas. Many of the MSRs included Sphere of Influence Studies; a majority of the MSRs also contained in-depth financial analysis.

QUALIFICATIONS

POLICY CONSULTING ASSOCIATES, LLC

The Policy Consulting Associates Team offers excellent credentials. The team members have advanced degrees in related disciplines, high-level skills in economics, as well as experience working for many California agencies. PCA Team endeavors to offer depth, breadth, and an efficient approach, which will provide customers with an on time and useful product at minimal cost.

PCA prepares interdisciplinary research studies for LAFCOs, councils of government, counties, cities, states, elected representatives and candidates. Policy Consulting Associates, LLC was founded by Jennifer Stephenson and Oxana Wolfson in 2009. Their prior consulting experience was earned as employees at Burr Consulting. While working there, they acquired expertise in economics, public finance, planning, spatial analysis, performance evaluation, and statistics. In addition, they conducted applied research on the performance, financing, growth, and optimal boundaries of government agencies. Wolfson and Stephenson conducted impartial studies that helped policymakers make well-informed policy decisions on complex, and often high-profile, issues.

Wolfson and Stephenson offer expertise and experience in municipal analysis. They are experienced in providing consulting services to Local Agency Formation Commissions. Stephenson and Wolfson's LAFCO experience covers the spectrum of government structure options: incorporation, annexation, detachment, consolidation, and dissolution. Together, they have contributed to MSRs for Amador, Contra Costa, Butte, Calaveras, Plumas, Yuba, Lassen, Colusa, Lake, Alameda, Fresno, Mendocino, Solano, and Santa Clara LAFCOs, which were completed at varying depths, covering the gamut of services under LAFCO jurisdiction, including fire, water, wastewater, police, road, park and recreation, cemetery, resource conservation, lighting, vector control, transportation, sanitation and solid waste services, to name a few.

In addition to LAFCO studies, Wolfson and Stephenson have conducted benchmarking and performance evaluation studies comparing hundreds of cities throughout Southern California for the Southern California Association of Governments, and contributed to financing plans for multi-billion dollar transportation projects in Southern California.

JENNIFER STEPHENSON, MPP

Jennifer Stephenson will provide overall project management and the day-to-day internal coordination of the consultant team members. She will provide fiscal and policy analysis of the agencies, meet with agency representatives, review internal drafts, and oversee data accumulation. As Project Manager, Ms. Stephenson will coordinate closely with staff and insure that the project adheres to established timelines.

Ms. Stephenson is a co-founder and principal of PCA, where she is responsible for regional and municipal research analysis. She has technical expertise in benchmarking, performance evaluation, municipal budgeting, survey design, statistics, and economic modeling. As part of PCA, Jennifer has been involved in review studies for countless LAFCOs, including but not limited to Orange, Santa Clara, Alameda, Placer, and Fresno. She has co-authored incorporation studies, annexation studies, and infrastructure needs assessments. She earned her Master's degree in Public Policy from Pepperdine University, where she was a Forstmann Scholar. Related experience includes:

- ❖ Co-manager and co-author for Napa Countywide Water and Wastewater MSR and MSR and SOI Updates for the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village for Los Angeles LAFCO.
- ❖ Serving as an Executive Officer of Plumas LAFCO.
- ❖ Serving as Deputy Executive Officer of Sutter, Lassen, and Modoc LAFCOs, and providing staff support services at eight LAFCOs.
- ❖ Author and/or project manager of over 200 municipal service reviews and other studies, all completed punctually, within budget, and with complete client satisfaction.
- ❖ Operating a successful business with an outstanding reputation for nearly 10 years, overcoming a period of recession in business start-up phase.
- ❖ Served as project manager for the Plumas, Santa Clara, Yolo, Amador, Mendocino, Lassen, Calaveras, and Alameda County special district and city MSRs, and other projects.
- ❖ Recipient of the 'CALAFCO Outstanding Associate Member of the Year' award
- ❖ CALAFCO University and Conference instructor of *Understanding Health Care Districts and the Role of LAFCo*, *Fiscal Health of Fire Protection Districts*, *Getting to the Nitty Gritty of Consolidation Options*, and *The New Normal-How the Economy is Affecting Service Provision*.
- ❖ Primary contributor and project manager of the CALAFCO award-winning Santa Clara Water Municipal Service Review.
- ❖ Stephenson assisted with fiscal analysis and analysis of service levels for governance studies conducted of annexation and cityhood in north Los Angeles County and in East Los Angeles.
- ❖ Contributed to multi-billion-dollar transportation financial plans for rail systems and goods movement.
- ❖ For a regional infrastructure needs assessment for the Southern California Association of Governments, Stephenson analyzed transportation, air quality, water quality, open space, and parks in the 187-city Southern California Association of Governments (SCAG) region.
- ❖ Assisted with fiscal analysis and budget projections for economic and fiscal studies for the City of Beverly Hills.

OXANA WOLFSON, MPP

Oxana Wolfson will be responsible for survey design, data collection and analysis, and preparation and revision of municipal service profiles. She will also be available for review, public hearings and public outreach services in the event that the project manager is unavailable.

Ms. Wolfson is a co-founder and principal of PCA, where she specializes in service benchmarking analysis, economic and growth analysis, and data collection coordination. She has technical expertise in data discovery, regulatory agency research, review of agency documents, qualitative and quantitative analysis, comparative analysis, government structure options evaluation, and policy solutions. She has completed service reviews for agencies in over 20 California counties and contributed to regional infrastructure finance studies. Oxana earned her Master's degree in Public Policy from Pepperdine University where she was a Forstmann Scholar. She received her B.A. summa cum laude from University of Nebraska. Related experience includes:

- ❖ Co-manager and co-author for Napa Countywide Water and Wastewater MSR and MSR and SOI Updates for the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village for Los Angeles LAFCO.
- ❖ Author and/or project manager of over 200 municipal service reviews and other studies, all completed punctually, within budget, and with complete client satisfaction.
- ❖ Operating a successful business with an outstanding reputation for nearly 10 years, overcoming a period of recession in business start-up phase.
- ❖ Served as a project manager for City of Chico MSR, Calaveras County Fire MSR, Solano County Fire MSR, Solano County RCD MSR, Placer Fire MSR and other projects.
- ❖ Co-author of the award-winning Santa Clara Countywide Water MSR and recipient of the 'CALAFCO Outstanding Associate Member of the Year' award.
- ❖ CALAFCO University and Conference instructor of *Understanding Health Care Districts and the Role of LAFCo, Fiscal Health of Fire Protection Districts, Getting to the Nitty Gritty of Consolidation Options, and The New Normal- How the Economy is Affecting Service Provision.*
- ❖ Contributed to multi-billion-dollar transportation financial plans for rail systems and goods movement.
- ❖ Co-authored a service evaluation and infrastructure needs assessment project on emergency services covering the entirety of Southern California for the Southern California Association of Governments.
- ❖ Coordinated databases for the regional infrastructure needs assessment project covering 187 cities and a multitude of special districts.
- ❖ Conducted analysis of the financial impact of defined benefit pension plans on municipalities.
- ❖ Served as an executive director to a Los Angeles-based nonprofit organization.
- ❖ Assisted with HIV/AIDS Finance and Cost Effectiveness Study at the Results for Development Institute in Washington, DC.
- ❖ Consulted for the Civil Society team at the World Bank on policy sessions at the 2008 Annual Meetings.
- ❖ Participated in campaign strategizing and voter response evaluation in California election campaigns.



Richard Berkson Principal, Berkson Associates

EDUCATION

Master of Public Policy,
University of California,
Berkeley

Bachelor of Arts in Social
Science, University of
California, Berkeley

Undergraduate study in
Engineering, Massachusetts
Institute of Technology
(3 semesters)

AFFILIATIONS

CALAFCO,
Associate Member

PUBLIC SERVICE

Capital Program Monitoring
and Fiscal Advisory
Committee, & authored the
Economic Development Plan
for the Town of San Anselmo

HONORS AND AWARDS

Anaheim, CA, honoring
contribution to the success of
the Anaheim Resort Project

PRIOR EMPLOYMENT

Founding Principal,
Economic and Planning
Systems, Inc. (EPS)



ABOUT

Richard Berkson, Principal of Berkson Associates, believes that sound policies and strategies require careful consideration of causality, creative problem solving, and incentive-based solutions. His practice is founded on 30+ years of experience providing clear and concise fiscal and financial analysis based on a solid understanding of local government organization (e.g., formation, annexation, and consolidation), capital improvement policy and programming, and urban economics (demographics, market & financial analysis).

EXPERTISE

Government Organization

Prepares governance feasibility and special studies addressing municipal incorporation, annexations, service reviews and special studies, special district formations, dissolutions and consolidations, and assists in the preparation of intergovernmental agreements including tax sharing. Creates detailed pro forma operational and capital budgets as well as analysis of reorganization issues, options and impacts upon existing agencies, and develops sustainable mitigation measures.

Fiscal and Economic Analysis

Analyzes and predicts fiscal and economic impacts of land uses, developments, and policies on municipal budgets. Designs fiscal models to evaluate public service and financing issues and develops mitigation measures for long-term fiscal sustainability. Forecast budgets and develop asset management policies and programs.

Public Finance

Prepares financing strategies and plans for a wide variety of public services and infrastructure projects, including development project-related infrastructure, area-wide capital improvement programs, public safety, and recreation facilities, as well as specific infrastructure projects. Financing techniques applied include formulation of area-specific and facility-specific development impact fees, special tax bonds, sales tax measures, and Infrastructure Financing Districts.

Market and Financial Analysis

Evaluates the market feasibility of a wide range of uses, including recreation, residential, office, industrial, retail, and hotel, as a part of development proposals, specific and general plans, and governance studies. Prepares initial market reviews as well as detailed pricing and absorption estimates, demographic forecasting, and development strategies. Constructs pro forma financial analysis of large-scale mixed-use projects, as well as individual business proposals.

EXPERIENCE AND REFERENCES

PCA has an abundance of experience relevant to LAFCO, review of services, governance structure options and complex policy issues. In the last several years, PCA has been involved in an extensive number of MSRs and SOI updates. Simultaneously, PCA has been providing Executive Officer, Deputy Executive Officer and LAFCO staff support services to several LAFCOs. The following provides a description and references for the positions held or projects completed.

Orange LAFCO

PCA prepared an infrastructure assessment (part of a focused MSR) for Orange LAFCO on the City of San Juan Capistrano's utility systems, evaluating alternative agencies that could potentially provide water and wastewater services to City residents. The project was adopted in November 2018. <http://oclafco.org/index.php/focused-msr/>

Contact: Debra Kurita, Assistant Executive Officer
 Address: 6277 N. Main Street, Suite 1050, Santa Ana, CA 92705
 Email: dkurita@oclafco.org
 Phone: 714-640-5100

Fresno LAFCo

PCA conducted a comprehensive MSR and an SOI update on the City of Fresno, with the main focus on the city expansion plans and the General Plan update that was taking place concurrently with the MSR. The project was adopted in July 2016. PCA also completed MSRs for a park district and a mosquito abatement district in 2013. <http://www.fresnolafco.org/documents/MSRs/Fresno%20MSR%20and%20SOI%20Udate.pdf>

Contact: David Fey, Executive Officer
 Address: 2607 Fresno Street, Suite B, Fresno, CA 93721
 Email: dfey@fresnocountyca.gov
 Phone: 559-600-0604

Yolo LAFCo

PCA conducted a focused MSR on the City of Davis and surrounding county service areas, which were affected by city services. The MSR was completed July 2016, and resulted in several improvements to operational and management efficiencies. <https://www.yololafco.org/files/02425f10e/CityofDavisAssocCSAsMSRSOI.pdf>

Contact: Christine Crawford, Executive Officer
 Address: 625 Court Street Suite 203, Woodland, CA 95695
 Email: Christine.Crawford@yolocounty.org
 Phone: 530-666-8048

City of Chico

In 2018, PCA completed a comprehensive MSR on the City of Chico and a SOI Update that aligned City planning strategies and LAFCO policies. The project also aided in healing a once strained relationship between the two agencies. <http://buttelafco.org/sites/default/files/resources/Final%20Chico%20MSR-SOI%20Plan%20%200ct%202018.pdf>

Contact: Brendan Vieg, Chico Deputy Director Community Development
 Address: P.O. Box 3420 Chico, CA 95927
 Email: brendan.vieg@Chicoca.gov
 Phone: 530-879-6806

EXPERIENCE AND REFERENCES (CONT.)

Lassen, Modoc, Sutter, Calaveras, Lake, and Yuba LAFCoS

PCA works closely with Mr. Benoit in the seven counties where he provides Executive Officer services. PCA has conducted multiple MSRs and SOI updates for these LAFCoS. In addition, Ms. Stephenson works under Mr. Benoit in Sutter, Lassen, and Modoc LAFCoS where she has been providing Deputy Executive Officer and staff support services since 2014 to present. John Benoit may be contacted in relation to the completion of Eastern Plumas, Seneca, Indian Valley, Plumas, and Redbud healthcare district MSRs.

Contact: John Benoit, Executive Officer
 Address: P.O. Box 2694, Granite Bay, CA 95746
 Email: j.benoit4@icloud.com
 Phone: 707-592-7528

Alameda and Mendocino LAFCo

MSRs for Eden Township and City of Alameda healthcare districts in Alameda County, and Mendocino Coast Healthcare District in Mendocino County were completed under the direction of former executive officers Mona Palacios of Alameda LAFCo and Bruce Baracco of Mendocino LAFCo. Their current contacts are as follows:

Contact: Mona Palacios/Bruce Baracco
 Email: mpalacios94619@yahoo.com/baraccoplanner@comcast.net
 Phone: 510-220-2068/209-304-0028

Santa Clara LAFCo

In 2013, PCA finished the second-tier service review update for districts providing wastewater, open space and transportation services in Santa Clara County. Additionally, a countywide water MSR was completed in 2012 for LAFCo of Santa Clara County in conjunction with Baracco and Associates. Policy Consulting Associates acted as the day-to-day project manager and the authors of the special district reviews and SOI recommendations.

<https://www.santaclaralafco.org/special-districts-service-review-phase-1>

<https://www.santaclaralafco.org/special-districts-service-review-phase-2>

<https://www.santaclaralafco.org/2011-countywide-water-service-review>

Contact: Neelima Palacherla, Executive Officer
 Address: 70 West Hedding Street, 11th Floor, San Jose, CA 95110
 Email: Neelima.Palacherla@ceo.sccgov.org
 Phone: 408-299-6415

Placer LAFCo

PCA was hired to conduct an MSR and SOI study for fire providers in the western portion of the County. The report was adopted in June 2017. Oxana Wolfson managed this project. It resulted in the initiation of consolidations and collaborative financing efforts by several of the fire agencies.

<https://www.placer.ca.gov/DocumentCenter/View/7661/Placer-Fire-MSR-Public-Review-Draft-PDF>

Contact: Kris Berry, Executive Officer
 Address: 110 Maple St, Auburn, CA 95603
 Email: KBerry@placer.ca.gov
 Phone: 530-889-4097

GENERAL PROJECT APPROACH

PCA's primary objective on MSRs is to prepare an impartial report that not only meets the requirements of the Cortese-Knox-Hertzberg Act, but also:

- ❖ Addresses the unique needs of the agency,
- ❖ Provides LAFCO with a basis to make informed policy decisions,
- ❖ Is beneficial to the agencies as a planning tool,
- ❖ Facilitates dialogue amongst the agencies regarding enhancing levels of service and efficiencies, and
- ❖ Provides a means to educate the public on the municipal service structure.

DATA DISCOVERY APPROACH

As your project consultant, we aim to be respectful of the agencies under review and other stakeholders and to be efficient given the use of public funds for the project. We will provide accurate, consistent, comprehensive, and meaningful reports on the agencies in question.

Our recommended data collection process involves first reviewing information available online, the MSRs previously done for the agencies, archival material, and maps.

After reviewing the available documents, PCA will develop a request for information, and interview the City, if determined to be necessary, or field a tailored request to gather additional missing information not found in reviewed materials, fill in missing data/information gaps from the previous efforts, and follow up on current policy issues. There are a number of indicators that we have found that are not typically available in public documents or in central data sources. Our recommended approach is to prepare service-specific and issue-specific lists of the indicators that are not available through central data sources, to review available agency documents in search of these indicators, and then to interview the agency to request the missing items.

We have found, for several reasons, this collaborative approach to be more efficient than submitting multiple formal written questionnaires to the agencies. First, many agencies will have already provided much of the needed information in their documents. Second, some agencies, owing to staff availability constraints, have difficulty providing information in a timely manner, particularly where long questionnaires are used.

Upon completion of data gathering, draft profiles of the compiled information will be sent to the respective agencies for review to ensure accuracy before proceeding. This is critical in order to avoid propagating erroneous information throughout the document and to circumvent comments before the public review process.

In order to ensure stakeholder involvement and input throughout the process, departments will be contacted individually during the data collection phase to provide thoughts and concerns of note. Agency participation is integral to ensuring an accurate and robust document that is useful not only to LAFCO but also to the City and its constituents.

PROPOSED SCOPE

TASK 1: DATA COLLECTION AND REVIEW

As previously noted, the PCA Team will make use of already prepared documents and reports, and other central data sources prior to proceeding with any further requests for information to the agencies. Our team will work closely with the City to prepare any supplemental agency requests as needed and in determining if an in-person interview is necessary in collecting all needed information. Outreach will be conducted to ensure that the perspectives of each department are taken into consideration.

TASK 2: DATA ANALYSIS AND PRELIMINARY FINDINGS

Following assembly of the service chapters, the PCA Team will have identified the key issues requiring focused attention during this MSR effort. This will enable the dedication of prioritized analytical time and detailed investigation on those issues of paramount concern. Drawing upon our experience reviewing city services, we would analyze adequacy and capacity based on rich statistical resources and sensitivity to the unique conditions under which the city operates.

TASK 3: DEVELOP AND DELIVER ADMIN DRAFT MSR/SOI REPORT

The report components will be compiled into a working draft for LAFCO staff review and comment. The draft MSR/SOI report will include all necessary components, as enumerated in LAFCO's scope of work, including a table of contents, executive summary, comparative tables, agency profiles and maps, recommended determinations per Government Code §56425 and 56430, governance/boundary options, discussion of focus issues, and recommended SOI updates for select districts. Required determinations will be summarized following each general service chapter. The discussion will include appropriate recommendations for improvements in each of the categories.

TASK 4: DEVELOP AND DELIVER PUBLIC REVIEW DRAFT MSR/SOI REPORT

Based on comments received from City staff and LAFCO on the administrative MSR draft, PCA Team will make applicable changes to the document to ensure accuracy and LAFCO satisfaction. Upon completion of the necessary modifications, the Public Review Draft MSR will be prepared and released for the required public review period. Attendance at one LAFCO meeting is budgeted for this task. Upon release of the report PCA Team will present the findings to the Commission at a public hearing.

TASKS 5: PREPARE FINAL MSR/SOI REPORT

During the public review period, PCA Team will create and update a detailed log of comments received. After the conclusion of the public review and comment period, our team will address each comment received and make appropriate edits to the document or provide a response to the comment (as part of the comment log) satisfactory to City and LAFCO staff and the Commission. Changes to the document will be tracked and shown in the final draft versions of the MSR. After the adoption of the report, PCA Team will prepare the Final MSR. Attendance at one LAFCO meeting is budgeted for this task.

TASK 6: PREPARE FISCAL ANALYSIS OF ANNEXATION AREAS

Berkson Associates will evaluate the potential fiscal impacts of annexations on the City's General Fund, various departments and infrastructure. The financial impacts will be shown at buildout, although the implications of timing will be reviewed in the report. Potential fiscal mitigations, if any, will be identified, to help assure long-term City fiscal viability.

TASK 6.1: PROJECT DESCRIPTION

"Buildout" for each annexation area will be defined based on zoned capacity, refined by estimates of potential growth based on the MSR growth findings and any other available estimates; the "buildout" estimates may be shown as totals and as the amount of development likely within a planning time frame, e.g., 20 years (or other measure to be determined consistent with the MSR and City plans).

BA will rely on the City and County to provide information on current assessed values and property tax allocations. The MSR and other City information will inform the type and amount of existing and new development by type (e.g., retail, office, industrial, residential).

TASK 6.2: GENERAL FUND REVENUES AND EXPENDITURES

Revenues and expenditures by department will be estimated based on current City "per capita" budget amounts, or other similar estimate (e.g., "per daytime population"), or calculated based on statutory formulas or other allocation method. The analysis generally will focus on "marginal" costs, which represent actual budget impacts rather than an average allocation of existing costs. Impacts of any existing development will be distinguished from new development.

Property tax revenues will be based on current tax share agreements; if not applicable, the estimate will use an average tax allocation within the City.

The expenditures will be refined based on MSR findings about service and infrastructure requirements for each area.

Impact fees will be estimated based on current City schedules and average fees per type of development.

TASK 6.3: OTHER FUNDS

The fiscal analysis will generally describe potential fiscal impacts on enterprise funds (sewer, airport), however, it will not include detailed cost and revenue estimates.

Internal service funds, to the extent applicable, will be estimated based on average allocations to departments that may be affected by annexation to assure a complete picture of costs.

TASK 6.4: REPORT PREPARATION

An administrative draft, public review draft, and final report will be prepared for integration with the MSR and its financial determinations. Generally, the fiscal analysis requires additional time following MSR preparation to consolidate relevant MSR findings into the fiscal analysis – i.e., approximately four weeks is assumed for submittal of fiscal analysis following the corresponding MSR submittal. This timing may be accelerated to the extent that MSR public service findings and other required fiscal information is available earlier than completion of report drafts.

In addition to text to be included in the MSR and its determinations and recommendations, a report will be provided that summarizes and describes the fiscal analysis, and that documents assumptions and calculations.

TASK 6.5: MEETINGS

The BA budget assumes attendance at two in-person meetings (e.g., kickoff and admin draft report discussion) and one City or LAFCO meeting. Berkson Associates can attend additional meetings to be billed on a separate “time and materials” budget. Mr. Berkson will participate in meetings and conference calls remotely as needed, during the process.

ESTIMATED COSTS

PCA Team estimates that the cost of preparing the Municipal Service Review will not exceed \$44,000. This budget includes presentations at two public hearings and necessary travel expenses.

Berkson Associates estimates that the cost of preparing Annexation Fiscal Analysis will not exceed \$46,460 for the five study areas. The cost of the first analysis of the Thermalito study area includes template construction etc. minimizing the cost of each additional study area. The number of study areas analyzed can be tailored to the needs of the City and the costs adjusted accordingly. The base budget for the fiscal analysis assumes two in-person meetings and one City or LAFCO hearing, in addition to conference calls as needed. Direct expenses are included. All reports are assumed to be electronic versions only.

Refer to the table for a breakdown of the costs by task.

Milestone	Cost
Task 1: Data Collection and Review	
Subtask 1a: Initial request for documents and data	\$1,250
Subtask 1b: Conduct interviews of City staff	\$1,250
Task 1 Subtotal	\$2,500
Task 2: Data Analysis and Preliminary Findings	
Subtask 2a: Municipal service sections drafted and confirmed	\$16,900
Subtask 2b: Analysis and drafting of findings	\$8,750
Subtask 2c: Discuss findings with City staff	\$1,500
Task 2 Subtotal	\$27,150
Task 3: Administrative Draft	
Subtask 3a: Prepare and deliver administrative draft	\$4,000
Task 3 Subtotal	\$4,000
Task 4: Public Review Draft	
Subtask 4a: Prepare and Release Public Review Draft	\$5,525
Subtask 4b: Present Draft MSR at a public hearing	\$825
Task 4 Subtotal	\$6,350
Task 5: Final Report*	
Subtask 5a: Address public comments and prepare Final Draft report	\$3,000
Subtask 5b: Present Final Draft at public hearing for adoption	\$500
Subtask 5c: Prepare Final Report	\$500
Task 5 Subtotal	\$4,000
MSR Total Not To Exceed	\$44,000
Task 6: Fiscal Analysis of Annexation Areas	
Fiscal Analysis of Thermalito Area	\$24,380
Fiscal Analysis of Four Additional Annexation Areas (\$5,520 per area)	\$22,080
Task 6 Subtotal	\$46,460
Annexation Fiscal Analysis Total Not To Exceed	\$46,460

ESTIMATED COSTS (CONT.)

Policy Consulting Associates Team will submit monthly invoices for payment to the City. The current billing rates for key personnel are:

Principal: \$150

Oxana Wolfson will serve as project manager. She will review internal drafts, and provide outreach and public presentation services for the project. She will also be responsible for survey design, data collection and analysis, and preparation of the MSR, including municipal service chapters.

Principal: \$150

Jennifer Stephenson will serve as project manager. She will meet with agency representatives, provide outreach and public presentation services for the project, and will conduct analysis and preparation of the report in collaboration with Ms. Wolfson.

Principal: \$230

As a subcontractor to PCA, Richard Berkson will be responsible for the fiscal analysis of the annexation study areas. He will evaluate the potential fiscal impacts of annexations on the City's General Fund, various departments and infrastructure.



Policy Consulting Associates, LLC

5050 Laguna Blvd #112-711

Elk Grove, CA 95758

310-936-2639



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Leonardo DePaola
DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

NOTICE OF EXEMPTION

TO: Butte County Clerk
25 County Center Drive
Oroville, CA 95965

FROM: City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Project Title: Municipal Services Review Update

Project Location – West of the Oroville City limits generally within its Sphere of Influence

Project Location - City: unincorporated

Project Location – County: Butte

Description of Nature, Purpose, and beneficiaries of project: Update of the City's 2014 Municipal Services Review for a portion of the current and proposed Sphere of Influence.

Name of Public Agency Approving Project: Butte County LAFCo / city of Oroville

Name of Person or Agency Carrying Out Project: City of Oroville

Exempt Status (Check One):

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- Categorical Exemption: State type & section number:
 - General Rule Exemption; Title 14, CCR, §15061(b)(3)
 - Basic Data collection, resource evaluation, Title 14, CCR, §15306
- Statutory Exemption: State code number:

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review as follows:

General Rule Exemption; Title 14, CCR, §15061(b)(3)

A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. An MSR update has no chance to have a significant effect on the environment.

Class 6 - Regulation section 15306).

Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded." This MSR collects data for the purpose of evaluating municipal services provided by the agency. There is no land use change or environmental impact created by such a study.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Lead Agency Contact Person: Wes Ervin

Telephone: (530) 538-2408

Signature: _____

Date: _____

- Signed by Lead Agency
- Signed by Applicant



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: TOM LANDO, INTERIM CITY ADMINISTRATOR
LEO DEPAOLA, COMMUNITY DEVELOPMENT DIRECTOR**

RE: POTENTIAL GENERAL PLAN AMENDMENTS

DATE: JULY 2, 2019

SUMMARY

Staff seeks Council's direction on whether to initiate two General Plan amendments:

- 1) An amendment to update the current City limits to include already-annexed South Oroville;
- 2) An amendment to add 422 acres west of Wilbur Road to the Sphere of Influence;

DISCUSSION

From time to time the City updates its General Plan and Sphere of Influence. It now makes sense to update the General Plan to capture the recent South Oroville annexation, and to add Wilbur Road to our General Plan Sphere of Influence.

PRIOR SOUTH OROVILLE ANNEXATION

The General Plan and Zoning Map would be updated to reflect the 2015 annexation, and the City's Zoning and Land Uses would be confirmed.

SPHERE OF INFLUENCE UPDATE TO INCLUDE WILBUR ROAD, SOUTH OF WEST OROVILLE DAM BOULEVARD

The west Wilbur area is outside the Sphere of Influence and would require a Sphere update. The area constitutes 31 parcels With a Resource Management Land Use designation, and ranging in size from 3.03 acres to 95 acres. The area is sparsely developed with about 13 large-lot residences, and a commercial winery. The Department of Water Resources owns some of the parcels. Streets in the area include Luds Way, Sparky Way, the end of Wilbur Road, and Wild Game Place.

The Sphere of Influence update will require a General Plan Amendment with the appropriate CEQA review, and would require approval by LAFCO.

Affected parcels West of Wilbur Road

<u>Parcel No.</u>	<u>Acres</u>	<u>Address</u>
030-240-038	9.64	205 Pearson Rd
030-250-052	11.12	652 Luds Way
030-250-053	10.50	731 Luds Way
030-250-054	10.15	719 Luds Way
030-250-055	10.14	705 Luds Way
030-250-056	10.17	691 Luds Way
030-250-057	10.16	603 Luds Way
030-250-058	10.15	515 Luds Way
030-250-059	10.29	501 Luds Way
030-250-036	17.34	3455 Oro Dam Blvd W
030-250-063	10.02	Sparky Way
030-250-065	10.02	710 Luds Way
030-250-064	10.02	652 Luds Way
030-250-029	11.04	unknown
030-250-062	10.33	640 Sparky Way
030-250-061	10.32	656 Sparky Way
030-250-060	10.33	670 Sparky Way
030-250-068	11.6	517 Wild Game Place
030-250-069	10.02	Leffler Lane
030-250-070	10.02	Leffler Lane
030-250-071	10.02	Leffler Lane
030-250-072	95.59	Leffler Lane
030-250-025	8.80	4925 Wilbur Rd.
030-250-067	11.58	Wild Game Pl.
030-250-066	13.42	Wild Game Pl.
030-250-048	16.67	Wild Game Pl.
030-250-049	16.67	unknown
030-320-033	10.15	unknown
030-320-034	10.59	unknown
030-320-035	15.13	unknown
<u>Total Acreage</u>	422.0	

FISCAL IMPACT

None

RECOMMENDATION

Direct staff to begin the General Plan Amendment process to reflect the previous South Oroville annexation, and the Wilbur Road Sphere of Influence update.

ATTACHMENTS

Map of Wilbur Road Area

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO APPLY TO THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION FOR A GENERAL PLAN SPHERE OF INFLUENCE UPDATE THAT ADDS A 422-ACRE PENINSULAR AREA WEST OF WILBUR ROAD AND SOUTH OF STATE ROUTE 162 TO THE CITY'S SPHERE OF INFLUENCE.

WHEREAS, the City of Oroville desires to initiate proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, to amend the City's General Plan Sphere of Influence to include a 422-acre peninsular area west of Wilbur Road and South of State Route 162;

WHEREAS, such unincorporated County area, as identified a map attached hereto; is located west of and contiguous to the City's existing Sphere of Influence and

WHEREAS, the City Council intends to ultimately annex the described lands within the next 20 years; and

WHEREAS, the area constitutes a peninsular area of unincorporated County of Butte jurisdiction that is isolated by water from other other unincorporated areas of the County; and

WHEREAS, the subject properties are substantially developed as rural residences and open space, and are currently designated in the Butte County General Plan as Rural Residential (5-10 acres/du) and designated in the City's General Plan as Resource Management;

WHEREAS, the subject properties will receive the same benefits from the City and County that they now receive without change; and

WHEREAS, the City of Oroville is acting as co-lead Agency for environmental review for the reorganization under the California Environmental Quality Act of 1970, as amended ("CEQA"); and

WHEREAS, The Oroville City Council has found that the project is exempt from the requirements of CEQA pursuant to Section 15320, Changes in Organization of Local Agencies. The proposed area consists of development at a density that was constructed in accordance with Butte County zoning ordinances, and the project would result in no significant effect on the environment and is not subject to further CEQA analysis; and

WHEREAS, the reasons for the proposed reorganization are as follows: to create a more logical Sphere of Influence boundary of unincorporated territory that is substantially surrounded by the City's General Plan boundary, to respond to interest from owners of a significant portion of the land to bring the area into the City's Sphere, and to ensure provision of municipal services for the existing and future development of the property; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Oroville City Council as follows:

1. This Council hereby initiates proceedings for the proposed Sphere of Influence Amendment per the map attached hereto, including authorizing the City Administrator to work with LAFCo to create appropriate documents, studies and plans to achieve a successful Sphere Amendment,
2. The Council finds that current uses of the property are consistent with the City's General Plan
3. The Sphere Amendment is categorically exempt form environmental review as a local government change in organization;
4. The reasons for initiating this change include forming a more orderly Sphere boundary, to respond to interest from existing landowners, and to facilitate future development and municipal services in the area;
5. By reason forgoing, this council requests LAFCo to commence proceedings bringing this unincorporated territory of the County within the City of Oroville's General Plan Sphere of Influence.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on March 3, 2020 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

Exhibit A- Wilbur Road Sphere of Influence Map



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Leonardo DePaola
DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

NOTICE OF EXEMPTION

TO: Butte County Clerk
25 County Center Drive
Oroville, CA 95965

FROM: City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Project Title: Wilbur Road SOI Update for Oroville General Plan

Project Location – West of Wilbur Road and South of SR 162

Project Location - City: unincorporated

Project Location – County: Butte

Description of Nature, Purpose, and beneficiaries of project: Update of the City’s Sphere of Influence to include 422 acres adjacent to the existing Sphere that are surrounded by the waters of the Thermalito Afterbay, and that are not currently planned for development. The owners of 125 acres have initiated discussions with the City about a potential future annexation, but have not solidified or proposed a project at this time. The Sphere amendment will result in a more logical Sphere of influence boundary.

Name of Public Agency Approving Project: Butte County LAFCo / city of Oroville

Name of Person or Agency Carrying Out Project: City of Oroville

Exempt Status (Check One):

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- Categorical Exemption: State type & section number:
 - General Rule Exemption; Title 14, CCR, §15061(b)(3)
 - Changes in Organization of Local Agencies, Title 14, CCR, §15320
- Statutory Exemption: State code number:

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review as follows:

General Rule Exemption; Title 14, CCR, §15061(b)(3)

A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. A sphere change without changes in land uses or services provided has no chance to have a significant effect on the environment.

Changes in Organization of Local Agencies, Title 14, CCR, §15320

Class 20 categorical exemptions consists of projects characterized as changes in organization of local governments. Since this change of organization is only placing territory into an existing district (where services are currently being provided) for fire and EMS services allowed by the zoning and General Plan of the County of Butte, there is no possibility that this activity may have a significant effect on the environment since the services are already provided within the territory subject to this change of organization and no unusual circumstances exist with respect to this Sphere change and Annexation.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Lead Agency Contact Person: Wes Ervin

Telephone: (530) 538-2408

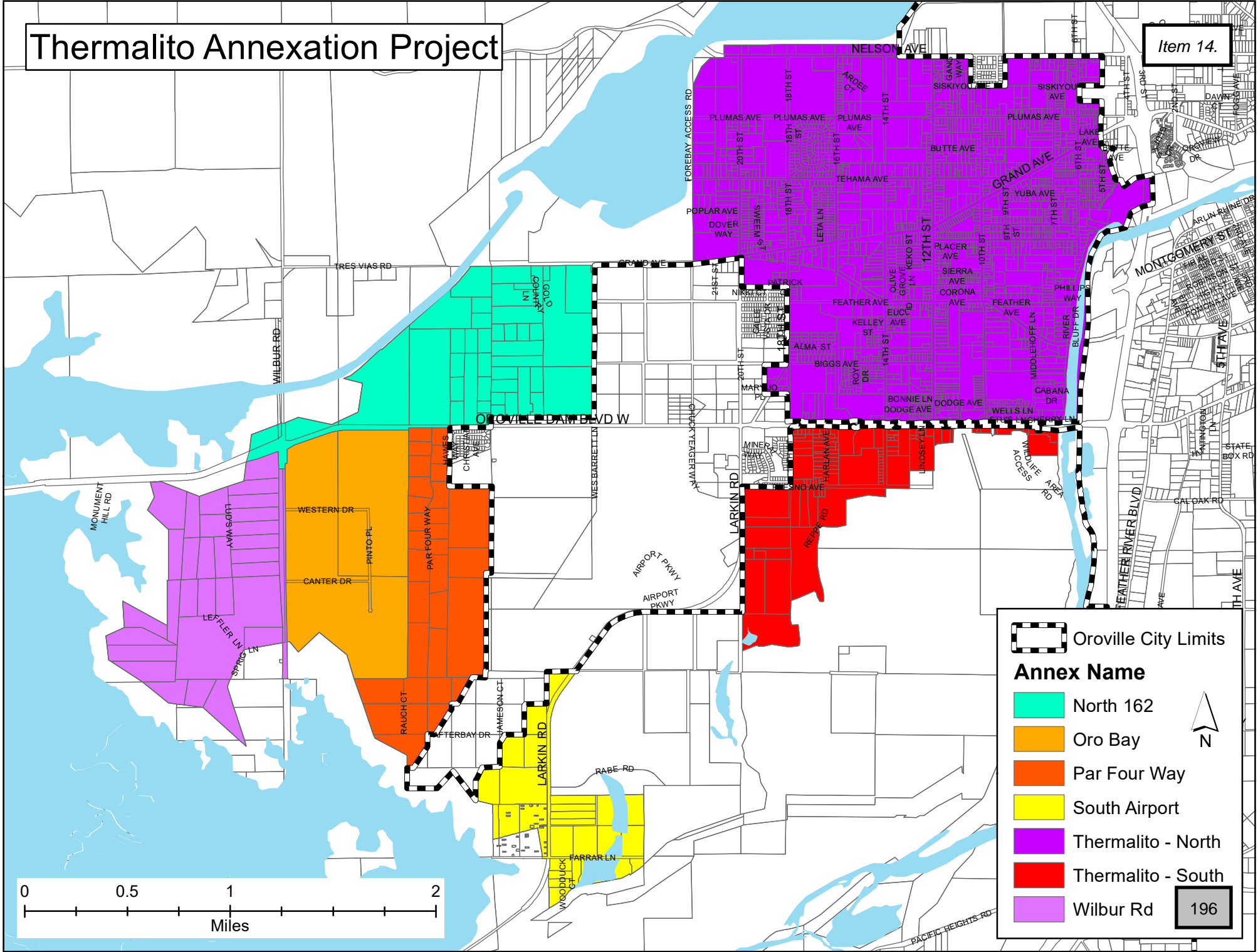
Signature: _____

Date: _____

- Signed by Lead Agency
- Signed by Applicant

Thermalito Annexation Project

Item 14.



Oroville City Limits

- Annex Name**
- North 162
 - Oro Bay
 - Par Four Way
 - South Airport
 - Thermalito - North
 - Thermalito - South
 - Wilbur Rd



196



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: AUTHORIZATION TO PURCHASE NEW (3) 1-TON TRUCKS AND (1) 2021 PETERBILT 520 WATER TRUCK

DATE: MARCH 3, 2020

SUMMARY

The Council may consider the purchase of (3) 2020 Ford F350 Rugby Dump Bed trucks in the amount of \$127,943.55, and (1) 2021 Diamond Steel Peterbilt 520 water truck, in the amount of \$211,670.62.

DISCUSSION

(3) 2020 Ford F350 Rugby Dump Bed trucks

The Council previously authorized to purchase 2 new vehicles in the 2019/2020. One for the Landscape Lighting Maintenance Districts was approved with the 2019-20 budget and one for the POP Team that Council approved in December 2019. Staff is seeking approval for the purchase of (3) additional trucks will replace some of the Parks & Trees and Street Departments' aging fleet. Additionally, with the recently hiring of (6) staff in between each department, there is now a shortage of vehicles. Most of the vehicles currently in operation have in excess of 100,000 miles and require regular costly maintenance and repair to keep them on in use. The Parks & Trees and Streets fleet is also looking its age. In short, these vehicles are in poor condition.

These vehicles will be purchased from the local Ford dealership, Oroville Ford. Oroville Ford has offered these vehicles to the City at State Contract bid pricing. This purchase will keep the City's dollars local. See the attachment of this staff report, for additional details. The total cost for this purchase including all vehicles is \$127,943.55, which includes sales tax of \$9,721.80. Additionally, staff was recently informed by the Ford sales representative of the need to purchase the vehicles before the price increases after March 13th, 2020.

(1) 2021 Diamond Steel Peterbilt 520 water truck

The Parks and Streets Divisions currently use a water truck that is aging and requiring costly routine maintenance and repairs. Additionally, the current water truck does not meet the 2017 EPA emissions standards. The water truck is regularly used for watering street trees for about

7 months out of the year. Other usages include filling the Sewer Division's VAC-CON truck to eliminate the stop of work for trips to the yard to fill up water tanks, cleaning messes and debris from the roadways following events, and to water down work sites such as grading shoulders and spreading road base for dust control. Occasionally, the water truck has been used to fill fire trucks in rural areas where hydrants are not close. The existing truck has a 1200 gallon tank whereas the new truck will have a 2000 gallon tank increasing capacity to meet the growing need for use of the water truck.

Staff has completed a list of specifications for the equipment and has obtained a final quotation from Peterbilt Motors Company (equipment manufacturer) through Western Truck Parts & Equipment. The model specified by staff is built to withstand the demands of the Parks and Streets departments. The final price quote for the Peterbilt truck, 2000 gal. water tank, and including taxes and shipping, is \$211,670.62.

FISCAL IMPACT

Funding to purchase the (3) 2020 Ford F350 Rugby Dump Bed trucks is provided in the 2019/2020 Capital Asset Replacement Fund. A budget adjustment is required to transfer appropriations from the proper Funds as follows:

Drainage Impact Fee Fund 130	\$76,766	Available Balance	\$1,031,372
Thermalito Drainage Impact Fee Fund 136	<u>\$51,177</u>	Available Balance	\$511,197
	\$127,944		

Funding to purchase the 2021 Diamond Steel Peterbilt 520 water truck will be realized in the 2020/2021 fiscal budget with a fiscal impact of \$211,670.62. A budget adjustment is required to transfer appropriations from the proper Funds as follows:

Park Impact Fee Fund 134	\$95,252	Available Balance	\$584,229
Sewer Fund 400	\$74,085	Available Balance	\$6,987,377
Airport Fund 420	\$10,584	Available Balance	\$505,085
Fire Impact Fee Fund 131	\$10,584	Available Balance	\$109,443
Streets Department District Tax Fund 102	\$10,583	Available Balance	\$1,500,000
Parks Department District Tax Fund 102	<u>\$10,583</u>	Available Balance	\$1,500,000
	\$211,671		

RECOMMENDATION

Authorize the purchase of the (3) 1-Ton Ford trucks at a total amount of \$127,943.55

Authorize the purchase of 2021 Diamond Steel Peterbilt 520 water truck, in the amount of \$211,670.62.

ATTACHMENTS

(3) 2020 Ford F350 Rugby Dump Bed trucks
Oroville Ford Sales quote.

(1) 2021 Diamond Steel Peterbilt 520 water truck
Quote – Peterbilt (Sourcewell Contract)
Quote – Diamond Steel Co., Inc.

Purchase Order - Western Truck Parts & Equipment
Specifications List

OROVILLE FORD

QU **Item 15.**

**1350 ORO DAM BLVD
OROVILLE, CA. 95965**

QUOTE # 2283

Phone 530 533 3313 Fax 530 532 6699

DATE 01/9/2020

Bradford Beds

**TO: CITY OF OROVILLE
1735 MONTGOMERY ST
Oroville, CA. 95965**

SHIP TO:

Chris Goodhue

SALESPERSON	VEHICLE TYPE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMSCHRIS
	2020 FORD F350 DRW 60CA				Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4	2020 FORD F350 REGULAR CAB RUGBY DUMP BED	\$39,280.00	\$157,120.00
FEES	DOC FEE \$85.00, TIRE TAX \$12.25, DMV FEE \$30.00		\$509.00

SUBTOTAL	
SALES TAX	\$12,969.41
SHIPPING & HANDLING	
TOTAL DUE	\$170,598.41

Thank You For The Opportunity to Quote

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CHRIS GOODHUE [chris.fordfleet@gmail.com]

Thank you

Western Truck Parts & Equipment

CUSTOMER PURCHASE ORDER

Item 15.

- For New & Used Vehicles -

Contact: Jeff Hibbard - Phone: 916-441-6151 - Mobile: 206-639-4625 - Email: jhibbard@wtpe.com

Date : 01/28/2020
 Seller : Western Truck Parts & Equipment
 City/State: West Sacramento, CA 95605

Purchaser : CITY OF OROVILLE
 Address : 1735 Montgomery St
 City/State/ZIP : Oroville, CA 95965
 Phone/Contact : (916)538-2491

I hereby order from you, subject to all terms and conditions contained herein and the ADDITIONAL PROVISIONS printed on the last Page of this form, the following equipment for delivery on or about : 03/30/2020

1	2021 PETERBILT 520	On Order	\$117,576.00
			FET \$13,909.12
	Factory Freight FET Exempt		\$2,475.00
	Diamond Steel 2000Gal Water Tank		\$62,496.79
		Unit Price	\$196,456.91
		Cash Price	\$182,547.79
	Tax Rate: 8.250%, County Code: Butte	Estimated Sales Tax	\$15,067.21
		Estimated Fees	\$117.50
		Estimated FET	\$13,909.12
		Estimated Licensing	\$29.00
		Total Cash Price	\$211,670.62
		Cash Due On Delivery	\$211,670.62
	SOURCEWELL CONTRACT #081-716-PMC		

If the unpaid balance of cash price stated above is the proceeds of a time payment agreement as noted below, all items and conditions of that agreement are hereto made part of and an attachment to this order by this reference.

USED VEHICLES ARE SOLD "AS IS" WITH NO WARRANTY, unless otherwise certified by Seller in Writing.

If a trade-in is delivered to Dealer in a different condition than appraised, or its parts or attachments have been removed or substituted, then it shall be reappraised, and the difference in value shall be paid in cash to Dealer. Purchaser warrants that ownership, and titles of trade-ins are free and clear or all liens and encumbrances except as noted and will pay in cash to Dealer any undisclosed amounts owed. If any such cash adjustment is not paid on demand, purchaser authorizes Dealer to repossess the vehicle.

PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER, and the additional provisions printed on the last page.

Customer Acceptance	Date	WPI Manager Acceptance	Date
---------------------	------	------------------------	------

This order is subject to written acceptance of the Seller by a manager as indicated below. Purchaser's deposit will be refunded if not accepted, otherwise, deposit is 201 ble.

OD-25702 - 2020-22663



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

**FROM: BILL LAGRONE, CITY ADMINISTRATOR
JACKIE GLOVER, ASSISTANT CITY CLERK**

**RE: SELECTION OF THE 2020 SAMUEL J. NORRIS AWARD FOR
EXCELLENCE RECIPIENT**

DATE: MARCH 3, 2020

SUMMARY

The Council will consider the selection of a recipient for the 2020 Samuel J. Norris Award for Excellence.

DISCUSSION

The Samuel J. Norris Award for Excellence Program was created in 2002 to recognize the outstanding efforts and commitments of a local individual or group of individuals that have improved the quality of life in the City of Oroville, provided positive leadership to the community, and have had significant achievements in their life that have inspired others to improve the community as well.

The City has received four nominations for 2020, including:

- Ms. Laurie Sousa
- Mr. Steve Terry
- Mr. Larry Tracy
- Mr. Shawn Pierce and Mrs. Lori Pierce

The selected recipient of the 2020 Samuel J. Norris Award for Excellence will be presented with an award at the State of the City Address on April 09, 2020, at the Oroville State Theatre at 6:00 P.M.

FISCAL IMPACT

Award Plaque: \$100.00
 Council Budget – Special Department 1801-6430

RECOMMENDATION

Select a recipient for the 2020 Samuel J. Norris Award for Excellence, to be presented at the State of the City Address on April 9, 2020, at the Oroville State Theatre

ATTACHMENTS

A - Samuel J. Norris Award for Excellence Nominations



2020
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: Laurie Sousa

Address: 26 Zepher WAY, Oroville, CA, 95966

Telephone Number: 533-8194 (Home) _____ (Cell)

Email: rllej1@comcast.net

Name if Individual(s) or Organizations Nominating Individual:

Contact Person: ART HATLEY

Address: 1735 Montgomery ST, Oroville

Telephone Number: (530) 533-9234 (Home) (530) 403-3655 (Cell)

Email: ahatley@cityoforoville.org

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*** (If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) ***

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications - 4:00 p.m. – Wednesday, February 26, 2020

SAM NORRIS NOMINEE

Laurie Sousa was born and raised in Oroville. She received her education here in Oroville and has been a valued member of Oroville with her dedication to serving her community as a volunteer for many community projects. She donates 1000's of hours per year to her charitable causes.

Laurie has been a member of SIGMA FI GAMMA Sorority for 20 years. They perform many civic duties throughout the community to help improve the quality of life. They sponsor scholarships both Oroville and Las Plumas High school graduates.

Laurie is one of the founding members of Oroville's Breast Cancer Walk. She has helped plan, participate and secure over \$60,000 in donations for this most worthy cause to help combat this horrible disease. She has performed this selfless act for over 18 years.

Laurie has also been a member of Kiwanis of Oroville for 15 years. She volunteers her time to sell fireworks on the fourth of July in order to help fund many local projects to improve the quality of life for her community and provide scholarships for Oroville's youth.

The Kiwanis also sponsor Hooked on Fishing each year. Laurie is a major sponsor and volunteer for this worthy cause for our children.

Laurie has been the Key Club advisor at Oroville High school for the last 10 years. She and her Key Club youth paint all the Fire Hydrants in the city. They clean the old Bath House each year as a civic project. They also clean Feather River Blvd as another civic project.

Laurie along with all her other civic projects; family obligations somehow finds the time to cook for breakfast with Santa each Christmas at the Feather River Parks and Recreation center. She and her husband Ray cook for the High School sports program to raise donations to keep our high school sports program going. She not only donates her time and expertise but purchases many of the food items to help raise the much needed funds.

Laurie is also one of the organizers and volunteers for C.A.S.T. each year. She works in cooperation with DWR to make this project a success for all the Handicapped children in the community. She has been involved in this most valued project for the past 10 years.

Laurie has also been an active member and board member of OASIS for 10 years. She was actively involved in the reconstruction of Harrison Stadium. Through her and others tireless efforts saw this project to a successful conclusion.

Laurie Sousa is a most deserving recipient for this award. Her efforts to improve the quality of life for her community is second to none. Laurie loves Oroville and community and shows it not only with words, but Actions.



**2020
Samuel J. Norris
Award for Excellence - Application**

Name of Nominee for Award: Steve Terry

Address: 2130 Bird Street, Oroville, CA 95965

Telephone Number: (530) 533-9120 (Home) (530) 624-8031 (Cell)

Email: Steve@orovillerescuemission.org

Name if Individual(s) or Organizations Nominating Individual:

Oroville Rescue Mission Board

Contact Person: Jill LaMalfa

Address: P.O. Box 304, Richvale, CA 95974

Telephone Number: _____ (Home) 520-2875 (Cell)

Email: Kylesalley@yahoo.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

***** (If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) *****

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications - 4:00 p.m. – Wednesday, February 26, 2020

Samuel J. Norris
Award for Excellence
Nominee: Steve Terry

February 23, 2020

We believe Steve Terry would truly be a perfect choice for the Oroville Lifetime Achievement Award. Steve stands out as a pillar of this community and has for more than 4 decades. His achievements have all been from a place of bettering our community. The list that follows are qualities we feel represent our, "City of Gold". With citizens like Steve Terry, we all shine with pride as our community is a beacon of hope, love and success.

Steve spent some formative teenage years in Oroville as his parents owned and operated a local, "Ma and Pa" grocery store. It was here that Steve learned the meaning of hard work and the importance of community. Good customer service is what caused folks to return and do business in his family's store and Steve understood, early on, that repeat business put food on their table.

Steve and his wife, Annie, were married in 1980 and chose Oroville to be the place they would grow roots and raise their 3 daughters.

In 1988, Steve joined the Oroville Rescue Mission, as a board member, as he saw the value and importance of helping those in need. That decision led to him becoming the Executive Director of the Mission in 2007, when the former director retired. Here, Steve serves the broken, hurting and hungry to this day. When he began his tenure at the Oroville Rescue Mission they were serving 24 men and 4 women nightly. Today, the Oroville Rescue Mission serves as many as 45 men and 19 women nightly and often even more during daytime hours.

Steve has created programs giving away food boxes for Thanksgiving, as he saw a need for families to be together during the holidays and the importance of enjoying a meal together as a family. This program alone impacts 500 families in Oroville, last year it was extended to Camp Fire victims as well. At Thanksgiving and Christmas, the Oroville Rescue Mission also prepares a full holiday turkey dinner and serves it to 2,500 people per year. The ORM also gives all attending children a gift, usually handed out by Santa himself, knowing many of these kids may not get other Christmas presents. Steve provides meals, thru the Mission, to those attending warming stations during the cold winter months, as well as, refreshing cool drinks as the Mission opens its doors as a cooling station to the fragile and heat sensitive to give them respite from our hot summer. From 1982-1997 Steve drove bus for the Oroville Union High School District. To know him at all is to know he didn't just pick up and deliver kids. His kindness and sense of humor was extended to all, creating an even larger ripple of acceptance in our community. Haven't we all gotten on a bus with a driver who isn't pleasant to help us understand the importance of extending joy, acceptance and healthy boundaries to teenagers like Steve has over the years?

From 1983-1986 Steve, and his wife Annie, understood the need for kids to feel loved and educated in their faith, so they were youth pastors for Bethel Assembly. This outreach touched 20-30 kids weekly and all of those families daily. Steve was a volunteer fire fighter in Thermalito, he coached and umpired Oroville Little League and Bobby Sox. He is a certified law enforcement Chaplain and has been the Chaplain for the Oroville Police Department and is currently a volunteer for El Medio Fire Department, as well as Chaplain and Water Tender Driver. He has been a member of the Oroville Exchange Club since 2016 and is also a member

of the Oroville Rotary since 2003, where he is past president and three time Paul Harris Fellow with the Oroville Sunrise Rotary.

Daily, Steve Terry pours in to countless people as they come through the door at the Oroville Rescue Mission. He feeds, shelters, loves, guides, corrects, teaches and celebrates recovery with each and every person that comes through the door of the Mission, whether long term or for some, short term. Steve and Annie know each of them well and help transform lives and families in our community as well as others.

Last year, Steve was awarded the Nehemiah Award by his peers across the nation in the Rescue Mission circle. The Nehemiah Award is given to those with a vision to restore a city and its inhabitants; for engaging community leaders and others with strong voices; for withstanding opposition and pressing through and providing care and protection for the most marginalized in a city.

For all of these reasons, and many more, we agree Steve Terry would truly be an outstanding choice for the Samuel J. Norris Award for Excellence. Just as Mr. Norris had the vision to plot a path and welcome the Western Pacific Railroad through the Feather River Canyon and into Oroville bringing transportation and commerce that has helped support Oroville for well over 100 years, Steve Terry has had the vision to help lead and guide people in Oroville and surrounding communities to be all we can by helping families that call Oroville home. As Mr. Norris did his work quietly and without expectation of recognition, Steve has reached the hurting and lost and loved folks of Oroville for years, quietly doing the "right thing" even when not being watched or recognized. This award would be the frosting on the cake of a life well lived in service to a greater good. Thank you very much for your consideration!



2020
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: The Pierce's (Sean + Lori)
Address: 1858 Montgomery St. Oroville 95965
Telephone Number: (530) (Home) 693.4030 (Cell)
Email: slickens@sbcglobal.net

Name if Individual(s) or Organizations Nominating Individual:

Marci Trimlett

Contact Person: Marci

Address: Box 805 Oroville CA 95965

Telephone Number: _____ (Home) 530.513.8440 (Cell)

Email: Olive@weewish.com

T-SAT
10-4 Best.

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

**** (If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) ****

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications - 4:00 p.m. – Wednesday, February 26, 2020

City of Oroville, California

To Whom It May Concern,

Thirty-five years ago at the corner of Myers and Montgomery Streets in Oroville, California, the Washington Block building, erected 1856 stood with locked doors.

Until the Pierce's, Sean and Lori purchased the vacant building in 2015, it was empty approximately thirty years. They have improved not only the look of the oldest commercial building in Oroville, but stabilized and strengthened its core so it may stand at least another one hundred sixty-two years!

Some people put on bandaids and paint to cosmetically improve buildings. The Pierce's utilize skills by doing more.

In other parts of Historic Downtown Oroville, they have quietly gone about their efforts for improvement. Their commitment to open businesses offering services to the public adds to the growing trend in an area that is experiencing a welcome resurgence.

Their contributions to the community also include:

- Downtown Oroville Riverfront District
- Kusel's Big Store
- MugShots Coffee House
- Copa de Oro
- Gray Nurse Hardware
- Residential buildings
- And with daughter Raine Deigh:
 - Ruby's
 - Red Fly

A belief in Stewardship, 'we are only the keepers for a while', love of Oroville and its rich history, coupled with a track record of positive action steps, the Pierce's embody the values set forth with the Samuel J. Norris Award making them worthy recipients.

Respectfully,



SAMUEL J. NORRIS AWARD FOR EXCELLENCE

NOMINEE: Larry Tracy



2020
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: Larry Tracy

Address: PO Box 2612, Oroville CA 95965

Telephone Number: _____ (Home) 916.837.5000 (Cell)

Email: Larry@missionprotection.com

Name if Individual(s) or Organizations Nominating Individual:

- Susan Smith- Mission Protection Systems
- Alyssa Nolan- Tiny Homes for Campfire Survivors and Dax-It Recovery Services

Contact Person: Susan Smith

Address: 3472 Middleton Avenue, Castro Valley CA 94546

Telephone Number: _____ (Home) 510.427.3869 (Cell)

Email: Susan@missionprotection.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*** (If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) ***

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications - 4:00 p.m. – Wednesday, February 26, 2020



February 25, 2020

Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Re: Samuel J. Norris Award for Excellence- Nominee Larry Tracy

Dear Oroville City Council,

On behalf of the Mission Protection Systems leadership team, I would like to nominate our company President, Larry Tracy for the Samuel J. Norris Award for Excellence. Larry has an influential and rich history in the electronic security industry that spans over 50 years. He has been described as a “groundbreaking industry globetrotter” and was inducted into the SSI Hall of Fame in 2008 for being at the forefront of introducing cutting edge sensor technology in the US market. After “retiring” from the manufacturing side of the business, Larry couldn’t stay away for too long. His love of helping others, philanthropy and giving back led him to start Mission Protection Systems with donating security systems to 21 of the California Missions and other underfunded programs such as schools and churches. This was just the start of a 13 year journey that has led Larry to donate countless hours, equipment, property and money to those in the Oroville community. His firm beliefs in keeping this industry alive have led him to mentor, train and share everything he knows about the alarm industry with the next generation of young, up and coming installers and service techs. Larry takes great pride in knowing other young professionals have taken an interest in helping protect businesses and homes within the community we live and work in.

Most know Larry for his active involvement in the Butte Historical Society, his work with the Ehmann Home and his devotion to helping repair many other historical sites throughout Oroville and beyond.

One of Larry’s most significant contributions to his community has been the inception of Dax-It Recovery Services. After working closely with other ministries thru Mission Protection, Larry saw a great need to provide those struggling with drug and alcohol addiction a safe, loving and successful program. In approximately one year, Dax-It Recovery Services has seen 50 program graduates and can house up to 52 people across the three men’s houses, and one woman and children’s house. There are currently another two houses opening soon. The Dax-It program is open ended, so those in the program can stay as little or as long as needed with the typical stay being 3-6 months. While in the program, Larry and his team work tirelessly to help these people turn their lives around, find jobs, learn life skills and become a productive part of society.

After the devastating Camp Fire, the Mission Protection employees felt the need to help. It was no surprise when Larry graciously offered his property to Alyssa Nolan as a build site for her efforts with the Tiny Homes for Camp Fire Survivors. Mission Protection and Larry also donated the

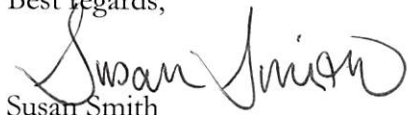
extensive security system and monitoring of the equipment to keep the build site safe. In addition to this, Larry has taken Alyssa under his wing and mentored her on all facets of construction, running a successful business and life in general. To date, he has provided all electrical materials needed for the tiny homes, offered the use of his tools, company employees to assist Alyssa, and vehicles, trailers and other various resources he might have access to.

Item 16.

Larry's other philanthropy efforts within the community have included donating time, resources and property to Father's House Church and Carla May's 2nd Step Program. Both have been positively impacted by Larry's generosity and leadership.

The amount of positive contributions and impact made by Larry to the Oroville community are unmeasurable. I hope the Oroville City Council will take all of the heartfelt letters written by Mission Protection System employees, and Dax-It house graduates and employees into consideration when making their decision. If you have any questions or need any further information, please feel free to reach out to me at the number below.

Best regards,



Susan Smith

Director Sales & Marketing | Mission Protection Systems
510.427.3869 cell

www.missionprotection.com



February 23, 2020

Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Re: **Samuel J. Norris Award for Excellence Nominee- Larry Tracy**

Dear Oroville City Council,

I'd like to take the time to express my gratitude and appreciation to Larry Tracy for his outstanding commitment to the Oroville community. To say Larry has been an instrumental part of my mission with the Tiny Homes for Camp Fire Survivors would be an understatement. Everything the Tiny Homes accomplishes has been made possible by his selfless acts, donations and willingness to help.

As many know, the Tiny Homes project is strictly donation based and none of our homes would be possible without Larry's generosity and efforts. The property that we use as the build site is owned by Larry and he lets us use the property at no charge. In addition to letting us use the property, he has also donated the electrical supplies on all our tiny home builds to date. At times, Larry has even sent his paid employees to come out to the build site to help with the electrical work in the tiny homes.

If the above donations weren't generous enough, Larry's business- Mission Protection Systems has also donated the extensive surveillance system, intrusion alarm and monitoring of the equipment to ensure our build site is safe. Larry's contributions to the success of our program go even further. He allows us to use two of his dump trailers at any given time. Not only does he allow the use of the dump trailers and covers the cost of fuel, he often covers the costs associated with taking loads to the dumps and allows us to use one of his personal trucks to tow the trailers.

I don't believe the amount of contributions Larry has made to the success of our program are even quantifiable. He is one of our biggest supporters. Not just by the way of his contributions, but by his leadership, encouragement and positive attitude. We would not be here housing our displaced neighbors from the Camp Fire if it were not for him. His positive impact in the Oroville community will be felt for many years to come.

Thank you,

Alyssa Nolan, Founder
Tiny Homes for Camp Fire Survivors

February 22, 2020

Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Re: Samuel J. Norris Award for Excellence- Nomination for Larry Tracy

Dear Oroville City Council,

My name is Bert Taylor and I'd like to take the time to express the overwhelming gratitude I have for the impact Larry Tracy has had on my life. I'm 58 years old and spent most of my life involved in drugs and crime. I could write a book on what "involved" looks like. Sadly enough, in today's society this story is all too apparent. The devastating effects drugs have taken on individuals, families and communities. The very essence of our modern culture has been eroded and compromised. An entire generation of children being raised by grandparents, or caught in the crossfire of the system's response and the parent's addiction. Lives lost, resources exhausted and still the problem grows. It has permeated into every facet of life; it crosses borders, cultures, social and economic classes, and it can no longer be identified as someone else's problem.

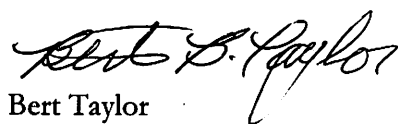
Spending such a great amount of my life in a prison cell afforded me the opportunity to contemplate these things for many long days. I was an early casualty of the cocaine epidemic and subsequent war against drugs. This providentially marked the course that would eventually bring me into the presence of a man who would afford me the opportunity to not only change my life, but apply my experience to help others change theirs. There was a point in time when I was crying out for help, and there was none. There were moments when the course of my life could have been influenced by even one degree potentially altering my whole future, as well as the effects I would have on the lives of others. There were many of these moments and I blame no one for my choices, but in my conscience, I am aware that this problem is greater than the individual's ability to overcome. That myself, that people, need real and effective assistance to overcome this disease that has plagued our existence. The current systems in place are dismal and inadequately equipped at best, and often inept, corrupt and exploitive. I've experienced it first hand and it is now my life's purpose to change that not by talking, but by doing. That's how I came to know Larry. He has been a huge financial supporter of several organization over the years. Some good and others not so good. He recognized

the need for innovative changes within the world of addiction recovery and improved standards across the board. Fortunately for me and hundreds of others, Larry was moved to apply his resources, knowledge and experience to the task.

It was very obvious from the moment I met Larry that he was no ordinary man; Very confident and highly intelligent, not given to any nonsense. After about a week assisting him with various tasks, he called me into his office, turned from his computer and focused all his attention on me. He asked very directly, "well, you have an idea of my resources and what my intentions are. Now how can you contribute?" This is so like Larry to catch you off guard by getting straight to the point! I hedged with a question of my own asking, " That depends on your vision?" To which he responded, "The question is what's yours?" Since that day, I've come to know Larry as a very principled man, his personal integrity above reproach and to be honest. He is the silent defender of the underdog and a pillar of influence improving our community in countless ways. He works tirelessly, and provides a living for myself and many others. He is a mentor, a champion of the worthy cause-giving to historical societies, California missions and ministries, and contributor to the building of personal dreams for the disadvantaged. Larry Tracy gave me a chance to change my life and today thanks to him, I am able to help others to change theirs through Dax-it Recovery Services. The same very organization Larry Tracy formed and financed to make a difference in the lives of people who might not otherwise have the opportunity. To date, we house and provide services to an average of 70+ clients at any given time. Many are fire survivors, homeless, broken marginalized, women and children fleeing domestic violence, veterans, and/or dual diagnosis mental health clients. This is just the beginning of what is intended to be a complete family restoration and community reintegration project. A very needed and noble undertaking requiring vast resources.

In the words of the man who has become more of a father figure than an employer or mentor, "If it were easy, everyone would be doing it!" On behalf of the many lives you've already influenced and changed by even one degree, for the chance of a brighter future, may your legacy live on in many more to come. We salute you Larry Tracy!

Best regards,



Bert Taylor
Executive Director
Dax-It Recovery Services

February 24, 2020

Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Re: Samuel J. Norris Award for Excellence- Nomination for Larry Tracy

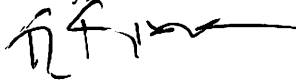
Dear Oroville City Council,

I'm writing to you to express my gratitude for Larry Tracy. He has been an important mentor in my life and his actions, thoughtfulness and outstanding efforts to help others have brought me to where I am today.

Several years ago, I was on the verge of homelessness or living in an unsafe environment that could have led to making bad life altering decisions. Larry believed in me and gave me an opportunity to change my life by offering me a job with Mission Protection Systems. I had zero experience or knowledge of the electronic security industry. From the start, Larry gave me a great amount of responsibility and from that I have gained job skills and life experiences I desperately needed. He has been patient with my mistakes and has always pressed me to be better at everything I do. Before working for Larry, I had zero confidence in myself and my abilities, and now I can confidently walk into a job knowing I can get it done or even go about my normal life without hesitation.

Beyond the time Larry has spent mentoring and teaching me about the electronic security industry, he has always been generous and caring not only to me, but others in our community. I remember the day Larry bought me my first smart phone and I was blown away by his generosity. Now that I have the privilege of working alongside Larry, I am continuously learning more about the business. He is always willing to share the knowledge he has accumulated from his extensive background of hard work and dedication to the security industry. Larry has been such a great blessing to me and my life, and I cannot think of a single person who has made a greater impact or done more for me than he has.

Sincerely,



Kenny Kirk

Knkirk84@gmail.com

(530) 403-3737

February 15, 2020

Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Re: Samuel J. Norris Award for Excellence- Nomination for Larry Tracy

Dear Oroville City Council,

There are some people you meet in life that change it forever. I thank God for meeting Larry Tracy and for the positive impact he has made on my life, as well as in the community where I work and live. The first time Larry made an impact in my life was in November 2018 at Dax-it Recovery Services. The first month or so I was at Dax-it, I didn't even know who Larry was. This speaks volumes about his character. He is a humble man doing good work in his community, and he isn't blowing a loud horn about it. If he knew I was writing this letter to honor him, he would shut it down right away. However, I believe Larry deserves to be recognized for what he has done in my life, the life of others thru the Dax-it program and in the Oroville community.

I moved to Oroville because I was afflicted with a drinking and drug problem that spanned over ten years. Oroville gave me a place to escape to get clean and sober, and an opportunity to turn my life around. I am extremely grateful for the first program I successfully completed after two years when I moved to Oroville, but there were downsides to that particular program. If Dax-it had been open when I first moved from Oregon, their program would have been my first choice. During my two years in the first program, I was used and had religion forced upon me. This program had ill intentions on helping those receiving services get back on their feet and help them successfully transition into society. I was at my breaking point and could not spend another day there. I would have rather lived in my car than be a part of their program.

So, there I was living in my car for a couple days and a friend suggested I contact Bert Taylor, the Executive Director of Dax-It Recovery Services. Dax-It was a breath of fresh air and I was able to continue my life of sobriety in an environment that was genuinely based on recovery, love and help. The program and amazing staff legitimately helped in ways I could have never imagined. As it turned out, the backbone of the Dax-it program was Larry Tracy. I will never be able to thank Larry enough for what he has done to make Dax-It's services possible. Larry hired Bert Taylor and I thank God for both of these people. Their hearts are genuinely in helping others, recovery and loving people.

Because of Larry, I am off the streets and thriving in a positive environment. Luckily for me, it doesn't end there. My Sister and three nephews were able to get off the streets and into the Dax-It program, as well. My sister was a victim of domestic violence, homeless and had nowhere to turn.

Because of Larry's kindness and the Dax-It program, not only am I safe and protected, but so is my family. Recovery is in full effect in my family's life!

I could simply end here with the positive impact Larry has made on my family and me, but my story doesn't end there. I came to him seeking employment with one of his businesses, Mission Protection Systems. We sat down together, and he interviewed me. I had no experience in the electronic security industry, but he said he would give me a chance. Well, it's almost been a year later and I'm thriving in my position with Mission Protection. I'm so thankful for him giving me the opportunity at an amazing career. I'm now a blessing to society instead of a curse. Mission Protection provides intrusion alarms, surveillance systems and life safety systems to homes and businesses here in the Oroville community and beyond. These systems are a testament to Larry's motivation and character to help others by protecting the community we live and serve in.

I know I speak for many when I say I'm extremely grateful for all the opportunities Larry has afforded me, his positive influence and outstanding character. He is a special man who didn't give me a handout but gave me a hand up in life.

Sincerely,



Travis Edington

**Samuel J. Norris Award for Excellence
Nomination for Larry Tracy, Dax-It Recovery Services**

“Today marks my one year of being back in society. I can remember one year ago clearly. Packing all my personal property, waiting for my cell door to open and to be called down to R&R for release. It was a nerve-wracking mess! It was very hard being away from my daughters and family while serving two years behind bars. I was released with \$200 and having no knowledge of where I was going or where I was going to live was mind-boggling. I ended up going to my PRCS meeting with probation. Probation referred me to see a behavioral health specialist named Cindy. We talked and I told her I had nowhere to go. She reassured me that she was going to try and help me. She told me to give her a minute to work on finding me a place to go. A couple of minute later, she made a life-changing phone call to a great man, Bert Taylor with Dax-it Recovery Services. Within 15 minutes of hanging up the phone with Bert, he arrived at the probation office and was ready to help me. I will never forget him asking if “I’m, ready to change my life and become a better person.” I told him to give me one day to think about it. He left his business card with me and told me to call him the next day if I was ready. That night I had a lot going thru my mind! I came to the conclusion that I had nothing to lose if I went into the program at Dax-It Recovery Services.

I can confidently say that by the grace of God and the help of people like Bert Taylor and Larry Tracy with Dax-It, I’m thriving and living a productive, sober life today. I now live in my own house, independently pay my own bills and work a full time job. I spend every other weekend with my daughters and life is amazing! I get to wake up every morning with a smile on my face. God bless.”

- Ryan Hoffman
November 17, 2019

Samuel J. Norris Award for Excellence
Nomination for Larry Tracy, Dax-It Recovery Services

February 22, 2020

“As a mother of three young children fleeing domestic violence, Larry Tracy has offered a program that has completely changed my life and the lives of my children. I have been at Dax-It since May 2019 and have been given so much support, and offered so many resources thanks to Larry. I fled to California with no other family except my little brother who is also in the Dax-It program. At the time, I had no previous work experience, an identification card or even a driver’s license. Since being here, I have been able to obtain a driver’s license and a vehicle, secure my children in school and day care, and have been employed at Oroville High School for the last 6 months. Because of my steady employment, I am about to comfortably transition into our very own home.”

- Amber Verry

**Samuel J. Norris Award for Excellence
Nomination for Larry Tracy, Dax-It Recovery Services**

February 23, 2020

“I was a hopeless drug addict, without any want to go on anymore in my life. I found myself in a deep, dark hole that I couldn’t get myself out of. When I got up enough courage to reach out to the Dax-It program, I was given another chance at life and love. Even though I went into the program kicking and screaming, and even waited until the last minute to go, I was welcomed with open arms and I felt like I had a family again. Larry Tracy and the Dax-It family have done so much for my life by helping me to love myself, grow spiritually and mentally get back on track with going to counseling. They make me feel like I can succeed and I am an important part of today’s society. I am truly grateful to be a part of the Dax-It program, and I know that it will help others like me in the future.

Sincerely,

Erica Lynn

DATE: January 30, 2020

Item i.

TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES TO REDUCE THE IMPACT OF PUBLIC SAFETY POWER SHUTOFFS AND EXPAND MICROGRIDS (R.19-09-009)

Summary

On January 21, 2020, Pacific Gas and Electric Company (PG&E) filed its proposal to increase rates to safely reduce the impact of future Public Safety Power Shutoff (PSPS) events by expanding the use of microgrids. Microgrids are designed to provide local sources of power to customers when there is a wider outage on the electric grid.

The proposal seeks to safely reduce the impact of PSPS events on customers through the following programs:

- Upgrades to certain electric power substations to provide local sources of power for customers in the event of a PSPS event
- Provide power through temporary electric generation units for use during 2020 PSPS events
- Funding to support communities interested in implementing their own community-level microgrids to serve certain important facilities, such as hospitals and water treatment facilities

If the California Public Utilities Commission (CPUC) approves these proposals, PG&E will begin recovering costs and increase electric rates in August 2020.

Background

Senate Bill 1339 was signed into California law in 2018 with the goal of supporting microgrid development throughout the state. The goal of deploying microgrids is to minimize the number of customers that may be impacted by PSPS events and for those customers that are impacted, they may be impacted for shorter periods of time.

How will the proposal affect my electric rate?

Most customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. Based on rates currently in effect, the bill for a typical residential nonCARE customer using 500 kWh per month would increase from \$124.41 to \$126.09, or 1.4%.

Direct Access and Community Choice Aggregation customers only receive electric transmission and distribution services from PG&E. On average, these customers would see an increase of 1.7%.

Another category of nonbundled customers is Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. The impact of PG&E's proposal on these customers is an average increase of 0.6%.

Detailed rate information is being sent directly to customers in February and March.

How do I find out more about PG&E's proposals?

If you have questions about PG&E's filing, please contact PG&E at 1-800-743-5000. For TTY, call 1-800-652-4712. Para más detalles, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555. If you would like a copy of PG&E's filing and exhibits, please write to PG&E at the address below:

Pacific Gas and Electric Company
Microgrid Proposal (R.19-09-009)
P.O. Box 7442
San Francisco, CA 94120

A copy of PG&E's filing and exhibits is also available for review at the CPUC's Central Files office by appointment only. For more information, contact ALJCentralFilesID@cpuc.ca.gov or 1-415-703-2045. PG&E's proposal is available on the CPUC's website at cpuc.ca.gov.

City of Oroville
FEB 06 2020
Administration

CPUC process

This proposal will be assigned to an Administrative Law Judge (Judge) who will determine how to receive evidence and other related information necessary for the CPUC to establish a record upon which to base its decision. Evidentiary hearings (EHs) may be held where parties will present their testimony and may be subject to cross-examination by other parties. These EHs are open to the public, but only those who are formal parties in the case can participate.

After considering all proposals and evidence presented during the hearings, the assigned Judge will issue a proposed decision which may adopt PG&E's proposal, modify it or deny it. Any of the five CPUC Commissioners may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted on at a scheduled CPUC Voting Meeting that is open to the public.

The California Public Advocates Office (CalPA) may review this proposal. CalPA is the independent consumer advocate within the CPUC with a legislative mandate to represent investor-owned utility customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. CalPA has a multidisciplinary staff with expertise in economics, finance, accounting and engineering. For more information about CalPA, please call **1-415-703-1584**, email **PublicAdvocatesOffice@cpuc.ca.gov** or visit CalPA's website at **PublicAdvocates.cpuc.ca.gov**.

Stay informed

If you would like to follow this proceeding, or any other issue before the CPUC, please use the CPUC's free subscription service. Sign up at: **Subscribecpuc.cpuc.ca.gov**. If you would like to learn how you can participate in the proceeding, have informal comments about the proposal or have questions about the CPUC processes, you may access the CPUC's Public Advisor Office (PAO) webpage at **Consumers.cpuc.ca.gov/pao/**.

You may also contact the PAO as follows:

Email: Public.Advisor@cpuc.ca.gov

Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Call: 1-866-849-8390 (toll-free) or **1-415-703-2074**

TTY: 1-866-836-7825 (toll-free) or **1-415-703-5282**

Please reference **Microgrid Proposal (R.19-09-009)** in any communications you have with the CPUC regarding this matter. All public comments will become part of the public correspondence file for this proceeding and made available for review by the assigned Judge, Commissioners and appropriate CPUC staff.

City of Oroville
FEB 2 2020
Administration

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888 First Street NE
Washington, DC 20426

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ZIP 20426
041M12252369

Docket No.: P-2100

OROVILLE, CITY OF
1735 Montgomery St
Oroville, CA 95965-4820

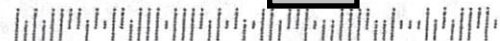
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City of Oroville

FEB 10 2020

Administration

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Item ii.

City of Orange
Administration
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**FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections - Headquarters Office
888 First Street, N.E.
Washington, D.C. 20426
(202) 502-6314 Office - (202) 219-2731 Facsimile**

February 5, 2020

**In reply refer to:
P-2100 Feather River
Project**

VIA USPS First-Class Mail

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

**Re: Board of Consultants for Oroville Dam Flood Control Outlet (FCO) Chute
Aeration Studies**

Dear Ms. Knittweis:

By letter dated January 31, 2020, you proposed: Dr. Peter J. Mason, Ph.D.; Mr. Paul G. Schweiger; P.E.; and Mr. Eric Kollgaard, P.E., as members of the Board of Consultants (BOC) for the Aeration Analysis Project for Oroville Dam. The resumes provided do not indicate any experience related to the design or the construction of aerators on spillways. At least one member should have direct experience with the design, construction and performance of aerators, with all members fully familiar and experienced with the analyses required for the determination of the need for aerators. Please provide additional information on projects that the candidates have worked on involving the design, construction and performance of aerators.

You should submit the additional information for the BOC members within 15 days from the date of this letter. Thank you for your attention to these important matters. If you have any questions regarding this letter, please call me at 202-502-6314.

Sincerely,



David Capka, P.E.
Director
Division of Dam Safety and Inspections

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REGULATORY COMMISSION
888 First Street NE
Washington, DC 20426

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ZIP 20426
041M12252369

Docket No.: P-2100

OROVILLE, CITY OF
1735 Montgomery St
Oroville, CA 95965-4820

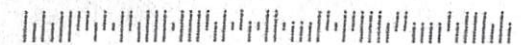
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City of Oroville

FEB 10 2020

Administration

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Item ii.

City of Orono

FEB 10 2020

Administration



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

February 4, 2020

In reply refer to:
Project No. 2100-CA
NATDAM No. CA00035

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Oroville Flood Control Outlet Piezometers

Dear Ms. Knittweis:

This is in response to your letter dated October 9, 2019 that submitted a drilling program plan (DPP) for installing piezometers in the Oroville Dam Flood Control Outlet (FCO) Gate Structure, part of the Feather River Project, FERC No. 2100. We have reviewed the submittal and have the following comments:

1. DWR has thoroughly documented the geometry of the proposed drilling, as-built conditions, and tolerances during the drilling. However, the DPP should include what remedial measures will be performed should a drain be intercepted or knowingly compromised during the drilling procedures.
2. Though the plan provides metrics and tolerances for assessing the accuracy of the drilling, little discussion was provided to document what drilling procedures and/or equipment will be used to achieve the required level of accuracy. Additional discussion on these topics should be added to the plan.
3. Figure 6, though labeled as 'not to scale', still appears to be substantially in conflict with the descriptions in the plan, showing greater than 1 foot of drilling into foundation rock. As Figure 6 is referenced as a guide in the plan, it would be prudent to bring it more closely into alignment with the plan text.

4. The D2SI-SFRO contacts under Emergency Procedures should be updated to remove Mr. Cooley and correct Mr. Blackett's phone number to 503-679-8826. Similar to the project Emergency Action Plan, Mr. Vinh Tran (415-918-7156) and Mr. John Onderdonk (415-320-0578) should added.
5. The possibility of a hole exceeding the accuracy tolerances is discussed under 'Risk Mitigation' (subpart e) and under 'Emergency Actions for Dam Safety'. Both sections indicate that a new hole would be started at a location chosen by DWR structural engineers. These sections should also indicate that you will coordinate with FERC before proceeding with a new hole location.
6. The resume for Mr. Cox does not indicate 5 years of relevant drilling experience at/near embankment dams as required by our drilling guidelines. Update his resume to detail applicable experience or propose different field personnel with the appropriate experience.

Within 60 days of the date of this letter, please provide responses to our comments and an updated drilling plan. 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.

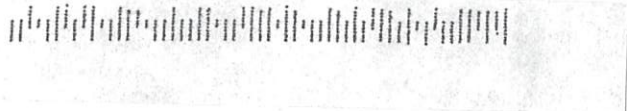
Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

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Docket No.: P-2100

OROVILLE, CITY OF
1735 Montgomery St
Oroville, CA 95965-4820

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City of Oroville
FEB 10 2020
Administration

Item ii.

City of Ontario

EE3 10 5850

Administration

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections - Headquarters Office
888 First Street, N.E., Routing Code: PJ-13
Washington, D.C. 20426
(202) 502-6314 Office - (202) 219-2731 Facsimile

January 30, 2020

In reply refer to:
P-2100 Feather River
Project
NATDAM No. CA00035

VIA USPS First-Class Mail

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

**Re: Board of Consultants for Oroville Dam Flood Control Outlet (FCO) Chute
Aeration Studies**

Dear Ms. Knittweis:

Based on Department of Water Resources' (DWR) continued conversations with Mr. Frank Blackett, San Francisco Regional Engineer, we understand that DWR has convened a panel of consultants to provide expert, independent oversight of ongoing engineering studies related to the evaluation, monitoring, and potential design and construction of aeration features for the Oroville Dam Flood Control Outlet (FCO) chute, part of the Feather River Project, P-2100. These studies are a result of follow-up discussions and recommendations from members of the Oroville Independent Forensics Team (IFT) and FERC's After Action Panel (FAAP).

As indicated above, discussions regarding the possible addition of aerators were further highlighted by recommendations from the IFT and FAAP, which were presented during the process of reconstructing the FCO chute. Because of the complexity, lack of published design criteria, and uncertainties in predicting cavitation and spillway performance using aerators in a spillway such as at Oroville, the determination was made to complete the spillway construction and return it to a condition where it can safely pass flow from the reservoir, rather than delay construction while the assessment of the need

for aerators was completed. Because this is such an important project, designed for high velocity flows, we concur with DWR's decision to convene a panel of consultants and require you to perform this work by convening a Board of Consultants (BOC) to oversee and assess the adequacy of the data collection, investigations, evaluations, monitoring recommendations, and potential design and construction activities.

The BOC should be composed of at least three qualified independent engineering consultants with experience that covers structural engineering, hydraulics and hydraulic structures, design, and construction.

By letter, a copy of each proposed BOC member's resume is to be submitted to the Director, Division of Dam Safety and Inspections (D2SI) at the address shown below for review and approval to serve as a member of the BOC. A courtesy copy is also to be sent to the D2SI-San Francisco Regional Engineer.

Mr. David Capka, P.E.
Director, Division of Dam Safety and Inspections
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

The operation of each BOC will be as follows:

1. Formal BOC meetings will be scheduled to review and assess technical areas. The meetings should be scheduled at important milestones for the investigations, evaluations, and potential design and construction of the FCO aeration features. It is anticipated that the meetings will be attended by members of the BOC, DWR, DWR's engineering consultants, and FERC.
2. At least two weeks prior to each BOC meeting, DWR shall provide to the distribution list discussed below, a data package that contains:
 - a) An agenda for the meeting;
 - b) A statement of the specific level of review the BOC is expected to provide;
 - c) A list of the items to be reviewed and discussed with the BOC;
 - d) Investigations, engineering analyses, reports, and design drawings and specifications to be reviewed by the BOC;
 - e) A list of questions to be answered by the BOC, if any;
 - f) A discussion of significant events in the investigation, design or construction that have occurred since the last BOC meeting; and
 - g) A list documenting BOC recommendations, the current status and outcome of those recommendations, and the BOC report in which

the recommendations were made.

The data package and all project-related correspondence should be distributed as follows:

- a) One copy to each BOC member;
 - b) One copy to the D2SI-San Francisco Regional Engineer;
 - c) Three copies to the Director, D2SI, Washington DC; and
 - d) If the documents are not eFiled, an additional copy should be submitted to the D2SI-San Francisco Regional Engineer.
3. At the end of each BOC meeting, the BOC shall verbally present their conclusions, recommendations, and answers to questions posed. Within two weeks, the BOC shall provide DWR a copy of the BOC meeting report. Within two weeks from receipt of the BOC meeting report, DWR should distribute the report and a plan and schedule to comply with the BOC's recommendations or a statement identifying a plan to resolve any issue(s). In the event the BOC's recommendations are not implemented, detailed reasons for not doing so should be provided. We may require additional action after we review the above information. The BOC report and DWR's plan and schedule should be distributed as follows:
- a) One copy to the D2SI-San Francisco Regional Engineer;
 - b) Three copies to the Director, D2SI, Washington DC; and
 - c) If the documents are not eFiled, an additional copy should be submitted to the D2SI-San Francisco Regional Engineer.
4. The BOC shall remain in effect through any potential design and construction of FCO aeration features.
5. The final BOC meeting is to be held one year after completion of any potential construction of the FCO aeration features. The final BOC report shall assess the operation of the project and if the project is performing as intended based on the engineering investigations, design report, construction reports and instrumentation performance. Within 45 days of the date of the final BOC meeting, copies of the report shall be distributed as noted in Item 3, above.

You should submit the resumes of your proposed BOC members for approval within 60 days from the date of this letter. Thank you for your attention to these important matters. If you have any questions regarding this letter, please call me at 202-502-6314 or Mr. Frank Blackett at 415-369-3318.

Sincerely,



David Capka, P.E.
Director
Division of Dam Safety and Inspections



City of Oroville
FEB 03 2020
Administration

California Region
3055 Comcast Place
Livermore, CA 94551-9559

January 27, 2020

City Administrator's Office
City of Oroville
1735 Montgomery Street
Oroville, CA. 95965

Re: Changes in Pricing for Gaiam TV Fit & Yoga, Gaia, and Docurama

Dear Sir or Madam,

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective March 19, 2020, the price for three subscription on demand packages will change. Gaiam TV Fit & Yoga will increase from \$6.99 to \$7.99 a month, Gaia will increase from \$9.99 to \$11.99 a month, and Docurama will increase from \$2.99 to \$4.99 a month. We are notifying customers of these changes through bill messages.

Please feel free to contact me at (925) 424-0207 if you have any questions.

Sincerely,

Mitzi Givens-Russell
Franchise Operations Manager
Comcast California

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ADMINISTRATION
FEB 03 2020
CHIEF OF POLICE



CALIFORNIA WATER SERVICE

1720 North First Street
San Jose, CA 95112-4598 Tel: (408) 367-8200

Item iv.

February 18, 2020

Mr. Bill LaGrone
City Administrator, City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: Notification of Boron and PFAS in Cal Water's Oroville Water System

Dear Mr. LaGrone,

As you know, California Water Service provides safe, reliable, and high-quality water utility service to approximately 2 million Californians, including residents and businesses in the City of Oroville. We are committed to meeting all state and federal water quality standards, each and every day.

One part of those water quality standards requires us to notify local jurisdictions if any of the water supply sources for the service area contain constituents in excess of a State Water Resources Control Board Division of Drinking Water's (DDW) "Notification Level." The Notification Level, is, quite simply, the level of a constituent in drinking water that is not considered to pose a significant health risk to people ingesting that water on a daily basis. The Notification Level is contrasted with a "Response Level," which is the level of a compound in drinking water at which point operational changes are recommended. Both Notification and Response Levels are contrasted with Maximum Contaminant Levels, which are regulatory standards that must be met by water suppliers. In 2019, Cal Water's Oroville system found three compounds at or above their Notification Levels.

PFAS (Per- and poly-FluoroAlkyl Substances)

State-of-the-art treatment of surface water constitutes approximately 97% of all drinking water provided by Cal Water in Oroville. The remaining 3% comes from three wells. The wells have been recently tested and found to contain perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) at levels above the Notification Level of 5.1 parts per trillion (ppt) and 6.5 ppt respectively. The levels detected at these wells range from 8 to 10 ppt (PFOA) and 10 to 160 ppt for (PFOS).

Two wells were found to contain PFOS and PFOA exceeding the then Response Level of 70 ppt for PFOA and PFOS combined. We worked with the State to remove one from service and the other well is to be used for emergency situations only, as in during a fire for emergency fire-



CALIFORNIA WATER SERVICE

Item iv.

fighting needs or if the Surface Water Treatment Plant goes down for repair, at which time you will be notified.

The four major sources of PFAS are: fire training/fire response sites, industrial sites, landfills, and wastewater treatment plants/biosolids. PFAS can get into drinking water when products containing them are used or spilled onto the ground or into lakes and rivers. Once in groundwater, PFAS are easily transported large distances and can contaminate drinking wells.

Laboratory studies in animals who were exposed to PFAS found links between the chemicals and increased cholesterol, changes in the body's hormones, alterations of the immunologic system, decreased fertility, increased risk of cancer (especially kidney and testicular), low birth weight, delayed puberty onset, and birth defects.

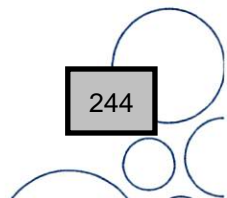
Research into these substances continues to evolve and although there is no maximum contaminant level set for them, we have proactively monitored all our sources, although it is not required by the state, we believe it is the right thing to do. Potential health impacts are also still being studied, as people are exposed to PFOS and PFOA through a variety of sources, including food wrappers, non-stick cookware, and firefighting foam, for example. When DDW establishes a regulatory Maximum Contaminant Level for any PFAS, Cal Water will meet that standard, as it is committed to doing with each of DDW's other regulatory standards.

Boron

Boron is a naturally occurring element found in rocks, soil, and water that is unregulated by DDW and does not have a Maximum Contaminant Level. Based on laboratory studies, the babies of some pregnant women who drink water containing boron in excess of the Notification Level may have an increased risk of developmental effects. Given this, DDW established, in 1999, a Notification Level for boron of 1 parts per million (ppm) and a Response Level of 10 ppm.

As we have previously communicated to you, one of our three water wells in our service area contains boron at levels that exceed the Notification Level. The boron levels for this well ranged from 1.40 ppm to 1.80 ppm. However, this well did not contain water that exceeds the Response Level for boron. In addition, only about 3% of the water supplied to our customers in Oroville comes from our three water wells.

Again, DDW has not established a Maximum Contaminant Level for boron, and we proactively monitor our water supply sources to identify any changes in water quality that our customers need to be informed of. If DDW does ever establish a regulatory Maximum Contaminant Level for boron, Cal Water will meet that standard, as it is committed to doing with each of DDW's other regulatory standards.





CALIFORNIA WATER SERVICE

Item iv.

Protecting our customers' health and safety is our highest priority, and we will keep you posted of any new developments. If you have any questions, please contact Loni Lind, our Water Quality Program Manager for the area, at (530) 893-6366 or llind@calwater.com.

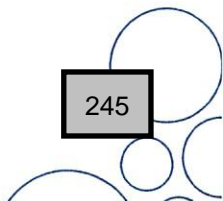
Sincerely,

A handwritten signature in black ink that reads "Sophie James".

Sophie James

Director of Water Quality

Cc: The Honorable Members, Oroville City Council
Bill Connelly, Butte County Supervisor
Greg Silva, Oroville Operations Manager, Cal Water
Loni Lind, Water Quality Program Manager, Cal Water
Reese Crenshaw, Division of Drinking Water
Bruce DeBerry, California Public Utilities Commission



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