

OROVILLE CITY COUNCIL

Council Chambers 1735 Montgomery Street Oroville, CA. 95965

April 19, 2022 REGULAR MEETING CLOSED SESSION 4:00 PM OPEN SESSION 4:30 PM AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To View the Meeting:

- Watch our live feed https://www.voutube.com/channel/UCAoRW34swYl85UBfYgT7lbQ/
- 2. Watch via Zoom

https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09

Meeting ID: 968 7031 9529 Passcode: 67684553 3. Listen via Telephone

> Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

- 1. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.
- 2. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation Two cases.

OPEN SESSION

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

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

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

1. AUTHORIZE THE RENTAL FOR STREET DEPARTMENT EQUIPMENT

Council may consider and approve the rental of equipment for the City Street Department for a month-long timeframe.

RECOMMENDATION

Approve the Rental Quote from I-5 Rentals

2. CYBERSECURITY UPGRADES

The Council may consider the purchase of new cybersecurity products in the amount of \$72,162.10. These funds would come from the Local Fiscal Recovery Funds.

RECOMMENDATION

Authorize staff to purchase the cybersecurity upgrades.

3. KIDDIE DAY PARADE FEE WAIVER REQUEST FROM THE OROVILLE KIWANIS CLUB

The Council will consider a fee waiver request from the Kiwanis Club of Oroville for the Kiddie's Day Parade.

RECOMMENDATION

Staff recommends wavier of fees for the Kiddie's Day Parade.

4. AGREEMENT WITH BPR CONSULTING GROUP FOR BUILDING DEPARTMENT PLAN REVIEW SERVICES

The Council will consider an agreement with BPR Consulting Group for contract building division planning services.

RECOMMENDATION

Adopt Resolution No.9044 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BPR CONSULTING GROUP FOR CONTRACT PLAN REVIEW SERVICES (Agreement No. 3412).

5. PLAN REVIEW SOFTWARE SUBSCRIPTION AGREEMENT

The Council may consider approving a subscription agreement with Bluebeam, a Nemetschek Company, for a one-year building plan review software subscription software.

RECOMMENDATION

Approve the Mayor to sign a contract with Bluebeam, a Nemetschek Company.

6. AUTHORIZATION TO AWARD CONTRACT FOR TREE PRUNING SERVICE

The Council may award a contract for tree pruning services within the City's public right of way to P31 Enterprises, Inc. in an amount not to exceed \$1,595.00 per day or \$120,000.00 annually.

RECOMMENDATION

Authorize Staff to award the bid and sign a contract for tree pruning services within the City's public right of way to P31 Enterprises, Inc.

7. CONSIDER AND APPROVE A JOB DESCRIPTION FOR AN ENGINEERING INTERN AND AUTHORIZE HIRING FOR THE POSITION

The City Council will consider and adopt a job description for an Engineering Intern and authorize staff to hire for the position.

RECOMMENDATION

Approve the attached job descriptions for Engineering Intern and authorize staff to hire for the position.

PUBLIC HEARINGS – 5:15 P.M.

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing.
- Staff presents and answers questions from Council
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed
- Council debate and action
- 8. FIRST READING OF AN ORDINANCE RELATED TO ZONING CODE AMENDMENT ZC21-06, PROPOSED REVISION OF OROVILLE MUNICIPAL CODE SECTION 17.12.020 RELATING TO FENCE, WALLS AND SCREENING STANDARDS

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

RECOMMENDATION

Waive first reading and approve by title only Ordinance No. 1860 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

REGULAR BUSINESS

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

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

RECOMMENDATION

Waive the first reading and introduce by title only, Ordinance No. 1865 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ESTABLISHING A MILITARY EQUIPMENT USE POLICY, AMENDING TITLE 9 TO INCLUDE CHAPTER 9.25 MILITARY EQUIPMENT USE POLICY, FOR THE CITY OF OROVILLE POLICE DEPARTMENT PURSUANT TO ASSEMBLY BILL 481; and return to council for second reading and conduct a public hearing.

10. NORTH START PROPOSAL FOR MARKETING SERVICES

The Council will receive a presentation from North Star, Place Branding and Marketing in response to the released Request for Proposal (RFP) for Marketing Services.

RECOMMENDATION

Provide staff with direction

11. SANK PARK PERIMETER FENCE OPTIONS FOR SELECTION TO PREPARE REQUEST FOR PROPOSAL

The City Council may receive recommendations from the Park Commission and Historic Advisory Commission to select a fencing an option to for staff to prepare a request for proposal to fabricate a fence to erect around the perimeter of Sank Park.

RECOMMENDATION

Select one of the following, or a combination:

- Option A recommended of the Park Commission
- Option B recommended of the Historic Advisory Commission
- Or provide another recommendation to staff for the fencing selection.

12. ADVISORY BALLOT MEASURE REGARING THE CONTRACTING OUT OF FIRE PROTECTION SERVICE FOR THE CITY OF OROVILLE

The Council will consider a potential advisory ballot measure regarding the contracting of Fire Protection Services to Cal Fire, if approved the potential start date of any contract with Cal Fire would be delayed until November 15, 2022.

RECOMMENDATION

Provide Staff Direction

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports
- 2. Future Agenda Items
- 3. Administration Reports
 - i. Departmental Reports for March 2022
- 4. Correspondence
 - i. PG&E Correspondence
 - ii. FERC Correspondence
 - iii. Letter from Golden Valley Bank
 - iv. TUESD Correspondence

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on May 3, 2022 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: AUTHORIZE THE RENTAL FOR STREET DEPARTMENT EQUIPMENT

APRIL 19, 2022

SUMMARY

Council may consider and approve the rental of equipment for the City Street Department for a month-long timeframe.

DISCUSSION

Staff is seeking the approval to rent a grader from I-5 Rentals for the month of May. Please see the I-5 Rental Equipment invoice attached. A grater is rented every year to use for fire breaks on multiple City owned properties including the airport. Traditionally this piece of equipment is rented for two weeks but with the addition of a few large properties, four weeks is needed.

Staff has included the rental quotes from two other companies but is requesting to rent from I-5 Rentals. They provided one of the lowest quotes for rentals and the city has rented this piece of equipment from them previously.

FISCAL IMPACT

Total cost for rental \$12,050.00 using 50% Airport funding and 50% Streets Outside Services

RECOMMENDATION

Approve the Rental Quote from I-5 Rentals

ATTACHMENTS

I-5 Rentals Quote Cresco Equipment Rentals Quote JS Cole Rentals Quote

Page 1

I-5 Rentals

8443 Commercial Way Redding CA 96002-3902 Phone (530) 226-8081 / Fax (530) 226-8083

"Rental Quote" City of Oroville

3/10/2022

Attn: Bryan Downer

<u>EQUIPMENT</u> <u>WEEKLY</u> <u>MONTHLY</u> <u>DEL/PU</u> 140/143H GRADER \$3,750.00 \$11,250.00 \$400/\$400

Please note: This quote is good for 30 days. After 30 days quotation is subject to revision. Quote subject to availability of equipment. Sales / Rentals subject to sales tax.

Thank you for the opportunity to quote your equipment needs. We look forward to working with the sales were supplied to the opportunity to guote your equipment needs.

Thank you for the opportunity to quote your equipment needs. We look forward to working with you. Please give us a call if you have any questions

James Peden I-5 Rentals, Inc. 530-226-8081 Office 530-351-2350 Cell james@i5rentals.com



* COPY **

PAGE:
OUT: RD | Item 1.

Billing Inquiries: (925) 961-0130 FAX (925) 456-9827

Customer Service: 1 (800) 649-6629

CUSTOMER: CITY OF OROVILLE

1735 MONTGOMERY OROVILLE, CA 95966

P.O. #: QUOTE ORDERED BY: BRYAN

JOB LOCATION: 1275 MITCHELL AVE OROVILLE CA 95965

JOB #:

Invoice#	Date
5616894	3/21/22
Date and Time Out	Ву
5/01/22 8:00 AM	ANGELAH
Date and Time In	Ву
Phone#	Alt Phone/Cell
530-538-2410	
Account #	Fax#
80030	530-538-2525
Drivers Lic	Payment Method

QTY RENTAL ITEMS DESCRIPTION		мімімим	RI	ESTIMATED			
QII	RENTALTIEN	5 DESCRIFTION	WINNINIOW	DAY	WEEK	4 WEEKS	AMOUNTD
1	1001400	CC: 100-1400	1300.00	1300.00	3900.00	11700.00	11700.00
	1	CAT 140/150 MOTOR GRADER, 14'BLA	'				
1	Į.		l	l		1	

	SALES ITEMS	DESCRIPTION	UNIT	PRICE	DISC. %	DISC. \$	ESTIMATED
QTY	ITEM NUMBER						AMOUNT
1	PROPTAX		EA	87.750			87.75
		CACC 1656.5 PROP TAX RECOVERY	FEE(.7	5%)			
1	ENVIRONMENTAL	CHARGE	EA	15.000			15.00
		EPA CHARGE/WASTE FEES					

AMOUNT FIRS COSTON FROM PROTECTION PLAN WEAR 7.250 11700.00 800.00 800.00 13402.75 964.25 102.75	TOTAL RENTAL	DELIVERY	PICK-UP	FUEL	TOTAL SALES	SUB TOTAL	TAX	EQUIPMENT	MISC	LABOR/
	AMOUNT	DELIVER	110101	1011	ITEMS	OOD TOTAL	IAA	PROTECTION PLAN	141100	WEAR
11700.00 800.00 800.00 13402.75 964.25 102.75							7.250			
	11700.00	800.00	800.00			13402.75	964.25		102.75	

ESTIMATED CHARGES

14367.00



HEAVY EQUIPMENT RENTAL

RENTAL QUOTATION

Customer	City of Oroville
Contact	
Date	03/23/22
Phone	530-990-0246
Fax	
Email	bdowner@cityoforoville.org

Job Name	
Location	Oroville, CA
Start Date	05/02/22

QTY	ITEM	DURATION	DAY	WEEK	MONTH	HOURLY OVERTIME	TIREWEAR PER 1/32"	FREIGHT EACH WAY
	Cat 140M Motor Grader		\$1,178	\$3,533	\$10,600	\$66		\$725

NOTES	
*Freight quote provided by H&S Trucking	

- Rental rates based on 20 working day, 160 hour month.
- Overtime charges apply after 160 hours on monthly rentals, 40 hours on weekly rentals and 8 hours on daily rentals.
- Scheduled oil changes are included in rates for local rentals.
- 4/32" tire wear included in monthly rate for rubber tire machines.
- Transport, setup, assembly and disassembly are customer responsibility.
- Ground engaging tools are customer responsibility.
- Major/Minor repair agreement may apply.
- Rates do not include sales tax, insurance or freight.
- All units quoted are subject to availability.
- This estimate is valid for 30 days from the date first issued.

Thank You, Tom Nolan 916-330-0074 tnolan@jscole.com



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: TYSON PARDEE, MANAGER

INFORMATION TECHNOLOGY DIVISION

RE: CYBERSECURITY UPGRADES

DATE: APRIL 19, 2022

SUMMARY

The Council may consider the purchase of new cybersecurity products in the amount of \$72,162.10. These funds would come from the Local Fiscal Recovery Funds.

DISCUSSION

With the ever-changing cybersecurity landscape there are some necessary updates needed for the City's network infrastructure. These products will fulfil the minimum necessary requirements needed to qualify for the City's Cyber Insurance. The IT department would like to purchase the following utilizing money available in the Local Fiscal Recovery Funds.

- 1) Dell Data Domain backup solution in the amount of \$60,661.00 This is a backup storage appliance that stores data backups and created immutable copies. The backup appliance will retain not only short-term backups but also retain monthly and yearly copies. Along with the on-premises appliance there is licensing to create a copy in a cloud infrastructure like Microsoft Azure or Amazon AWS.
 - The long-term storage in the cloud will be an extra cost and will run somewhere between \$300 and \$500 a month. The monthly cost will not be completely known until a few backups have been stored. The estimated cost of the storage will be built into the IT budget in the next fiscal year.
- 2) CrowdStrike endpoint security software in the amount of \$6,600 Standard antivirus programs no longer work against all the newer threats that are on the internet. CrowdStrike utilizes behavior patterns and AI (artificial intelligence) to watch and protect network endpoints. This purchase, and 24/7 monitoring, would be done through CIS (Center for Internet Security) which partners with MS-ISAC (Multi-State Information Sharing and Analysis Center). These organizations work to provide tools and services for agencies to utilize for protecting their organizations from cyber-attacks. This is a one-year license as they do not do multiyear licensing.
- 3) Keeper Security password management software in the amount of \$4,901.10 This product is a password manager for City employees and will allow for easily storing and utilizing password. Utilizing this tool allows for employees to safely store their passwords in an encrypted environment instead of having passwords written down on paper on or in their desk. This purchase would provide licensing for 5 years.

4) Firewalls – The IT Manager will be bringing the firewall upgrades to council at a later date as the quotes were not received in time for this staff report. The IT Manager felt that the backup infrastructure in item number one needs to be moved on sooner than later to protect the City's data.

FISCAL IMPACT

Funding is available from 1601-6310 (Local Fiscal Recovery Funds)

RECOMMENDATION

Authorize staff to purchase the cybersecurity upgrades.

ATTACHMENTS

Backup Software - DOCUMENTATION OF OPEN MARKET PURCHASE

Backup Software – Dell

Backup Software - Cohesity

Backup Software - Exagrid

CIS Security Quote - Crowdstrike

Password Manager - DOCUMENTATION OF OPEN MARKET PURCHASE

Password Manager – Keeper Security (3 year)

Password Manager – LastPass (5 year)

Page 2

City of Oroville

DOCUMENTATION OF OPEN MARKET PURCHASE

Purchases which are under the limit for sealed competitive bids may be made on the open market. Whenever practicable obtain informal or formal bids, if possible obtain at least three bids.

Item	Softwa	ire backup s	olution	
	no informal/fo	ormal bids because sole s	sonice.	
		ormai bias because sole s		
\perp	_not practicabl	le to obtain informal/forma	al bids because	
	only	_possible sources were lo	ocated therefore three bids cou	ld not be obtained
	informal or fo	rmal bids were obtained t	from:	PRICE/BID
		- \$60,661.00		
	sity - \$74,19			
Exag	rid - \$118,56	66.96		
Vendo	or selected	Dell	_{Cost} \$60,66	51.00
/	_Lowest respo	onsible bid		
	Other, explair	n		
Prepa	red by:		Authorized Signatu	re
Tvc	on Par	doo		
ı ys	son Par	uee		
Date:	4/5/202	22	Date:	
Date.			<u> </u>	

Project Proposal

Data Domain

Quote # 1298, Version 1



Prepared by

Kevin Meehan Regional Director The [RE]DESIGN Group kmeehan@redesign-group.com

Prepared for

Tyson Pardee IT Manager City of Oroville tpardee@cityoforoville.org

The Future Belongs to the Curious



City of Oroville | Data Domain

Quote # 1298, Version 1

Delivered: April 8, 2022 Valid through: April 29, 2022



Prepared by

Kevin Meehan The [RE]DESIGN Group 2629 Manhattan Ave, Suite 307 Hermosa Beach, CA 90254 kmeehan@redesign-group.com

Prepared for

Tyson Pardee
IT Manager
City of Oroville
tpardee@cityoforoville.org

Data Domain DD3300

Description	Price	Qty	Ext. Price
(1) Data Domain DD3300 + 5 Year ProSupport (4 Hour)	\$43,985.00	1	\$43,985.00
PowerProtect 3300 2U 14G Bezel		1	
PowerProtect 3300 Appliance		1	
PSNT Info		1	
DD3300 Branding		1	
PowerProtect DD3300 32TB		1	
DD3300 Software Factory Installed DDOS 7.2		1	
PowerProtect DD3300 Capacity License 1TB=CC		32	
ProSupport w/ Mission Critical Software Support 5 Years		1	
Power Cord - C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam)		2	
DD3300 Shipping		1	
US Order		1	
PowerEdge R740 Shipping Material		1	

The Future Belongs to the Curious



Data Domain DD3300

Description	Price	Qty	Ext. Price
iDRAC9 Enterprise		1	
PowerEdge R740 CE CCC BIS Marking		1	
PowerProtect DD3300 Embedded Hypervisor		1	
PowerProtect DD3300 Embedded HPVSR MAINT 5YR		1	
Storage Dell Fulfilled Info		1	
Dell Hardware Limited Warranty 1 Year		1	
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended		1	
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year		1	
ProSupport 7x24 HW Tech Support and Assistance 5 Years		1	
Dell Limited Hardware Warranty Extended Year(s)		1	
Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355		1	
Certified Deployment Partner T2		1	

Subtotal: \$43,985.00

Data Domain Virtual Edition Software

Description	Price	Qty	Ext. Price
(20TB) Data Domain Virtual Edition Software + 5 Year ProSupport (4 Hour)	\$16,676.00	1	\$16,676.00
Dell EMC PowerProtect DDVE Subscription		1	
Informational Purposes Only		1	
DD VE Capacity 60 Mo PP Subscription=CA		20	

The Future Belongs to the Curious



Data Domain Virtual Edition Software

Description	Price	Qty	Ext. Price
60 Months ProSupport Mission Critical Data Domain Virtual Edition Capacity Software Support-Maint		20	
60 Months ProSupport Mission Critical Data Domain Virtual Edition Capacity Software Support Contract		1	
Certified Deployment Partner T2		1	
Thank you for Your Order		1	
Thank you for Your Order		1	
Storage Software Info		1	
US Order		1	

\$16,676.00 Subtotal:

Implementation

Description	Price	Qty	Ext. Price
[RE]DESIGN Implementation: Included	\$0.00	1	\$0.00

Subtotal: \$0.00

The Future Belongs to the Curious



City of Oroville | Data Domain

Quote # 1298, Version 1

Delivered: April 8, 2022 Valid through: April 29, 2022

Quote Summary

Description	Amount
Data Domain DD3300	\$43,985.00
Data Domain Virtual Edition Software	\$16,676.00
Implementation	\$0.00

Total: \$60,661.00

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. After orders are placed, a final invoice will be provided that shall include all applicable taxes, shipping charges, and payment terms not included herein. Any invoice amounts not timely paid will be subject to a daily interest charge, at the prorated amount of 1.5% per month, or at the highest interest rate allowable under California law. By signing below, the above-named Company, acting under due and proper authority, hereby agrees that this Quote constitutes a binding Agreement with The [RE]DESIGN Group.

The [RE]	DESIGN	Group
----------	--------	-------

City of Oroville

Signature:		Signature:	
Name:	Kevin Meehan	Name:	
Title:	Regional Director	Date:	
Date:			

CITY OF OROVILLE

Description:

Cohesity On Prem Cluster with Cloud Archive





Bill To:	Ship To:	Sold To:
1735 MONTGOMERY ST	1735 MONTGOMERY ST	1735 MONTGOMERY ST
OROVILLE, CA 95965	OROVILLE, CA 95965	OROVILLE, CA 95965
Created: 12/26/2021 Expires: 1/26/2022 Version: 1	Account Manager: jjones Systems Engineer: estoxen	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
1	1	C5016-10G-SFP-3 C5016-SFP THREE (3) NODE BLOCK WITH 36 TB SECURE ERASE HDD, 4.8 TB PCI-E FLASH, 192 GB RAM, 12X 10GBE SFP+PCIE, 3X IPMI; HARDWARE O NLY		14,105.00	14,105.00	Т
2	1	CS-P-C5016-10G-SFP-3 PREMIUM (24X7) SUPPORT FOR C5016		8,463.00	8,463.00	Т
3	24	SUB-DATAPLAT-STD-5YR COHESITY DATAPLATFORM STANDARD EDITION SUBSCRIPTION (1TB). INTELLIGENT WEB-SCALE SOFTWARE FOR CONSOLIDATING SECONDARY DATA WITH MULTI-PROTOCOL ACCESS (NFS, S3 & SMB), REPLICATION, ACCESS MANAGEMENT, MONITORING, REST API, ENCRYPTION, SNAPSHOTS/CONES, GLO		870.75	20,898.00	Т
4	6	CBL-10G-LC-005 CABLE, 10G, LCLC, OPTICAL, 5M		21.75	130.50	Т
5	6	ADP-SFP-10G-SR 10G SHORT-RANGE OPTICAL SFP+ ADAPTER		86.45	518.70	Т
6	10	SUB-DPRT-ULARC-5YR COHESITY DATAPROTECTÂ AND UNLIMITED CLOUDARCHIVEÂ ADD-ON SUBSCRIPTION (1 TB). BACKUP SOFTWARE FOR VIRTUAL AND PHYSICAL ENVIRONMENTS WITH ABILITY TO ARCHIVE UNLIMITED COPIES OF BACKED UP DATA TOÂ SUPPORTED EXTERNAL ARCHIVE TARGETS. CUSTOMER MUST SEPARATELY PR		1,509.30	15,093.00	Т
7	1	PS-JUMPSTART-SM SOFTWARE INSTALLATION OF ONE CLUSTER (3-8 NODES) AND CREATION OF BACKUP JOBS FOR VMWARE, SQL AND ORACLE. PRICED PER SITE. PRE-BILLED AND EXPIRES 180 DAYS FROM PO.		9,900.00	9,900.00	
				Subtotal	\$69,108.20	
				Handling	\$2.00	
				Estimated Sales Tax (8.25%)	\$4,88	
				SMARTnet	\$6.00	



			_
		Item 2.	
Professional Services		\$0.00	_
Shipping	:		
Total	\$74	,195.04	

CITY OF OROVILLE

Description:

Cohesity On Prem Cluster with Cloud Archive





About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DEVGRU") only accepts the return of Products (a) that DEVGRU has the right to return to the applicable manufacturers or suppliers, (b) for which DEVGRU receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DEVGRU may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DEVGRU may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DEVGRU is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc. PO Box 991484 Redding, CA 96099-1484

Phone: (530) 229-0071 Fax: (530) 248-3415

Payment Information

Development Group, Inc. 32880 Collections Center Dr Chicago, IL 60693

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

Office Locations

Development Group, Inc. 6704 Lockheed Dr Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)

Wire Routing Transit Number (RTN): 026009593

Bank Name: Bank of America City, State: Chicago, IL Account Number: 8188065595

Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)

Routing Transit Number (RTN): 071000039

Bank Name: Bank of America City, State: Chicago, IL Account Number: 8188065595

Title of Account: DEVELOPMENT GROUP INC



Exagrid EX27 3 Years

QUOTE #632030 V1

PREPARED FOR

City of Oroville



Products

#	Item	Description	Price	Qty	Ext. Price
1	EX27	Exagrid Disk Capacity: Raw: 72 TB, Useable: 54 TB. 27 TB Full Backup.	\$33,523.20	1	\$33,523.20
2	EX-10GBE- TWINAX	Exagrid 10 Gigabit Ethernet Dual Port SFP+ TWINAX Option for all ExaGrid models. Does not include twin axial cable.	\$1,036.80	1	\$1,036.80
3	EX18	Exagrid Disk Capacity: Raw: 48 TB, Useable: 36 TB. 18 TB Full Backup.	\$24,801.60	1	\$24,801.60
4	EX-VDRT-AWS	The ExaGrid Virtual Disaster Recovery Target (VDRT) resides in Amazon Web Services (AWS) and accepts replicated data (for disaster recovery) from the ExaGrid physical backup appliances at the primary site. Each VDRT can take in replicated data up to 200TB of primary site full backup data. Customer pays Amazon directly for all AWS services.	\$20,413.20	1	\$20,413.20
5	EX-10GBE- TWINAX	Exagrid 10 Gigabit Ethernet Dual Port SFP+ TWINAX Option for all ExaGrid models. Does not include twin axial cable.	\$1,036.80	1	\$1,036.80
6	EX-3YR-MS-S	Exagrid Three year 5 x 8 Customer Support and product Maintenance	\$30,274.80	1	\$30,274.80
Poin Full Phoi Ema Aleri HW	il support (5x8) - 2 h t notification and rer	nour business day response lour business day response mote reconciliation part shipped for next business day delivery (customer replaceable)			

Subtotal: **\$111,086.40**





Exagrid EX27 3 Years

Quote #: 632030

Version: 1 Delivery Date: 01/24/2022

Expiration Date: 02/24/2022

2055 Lincoln Street Oroville CA 95966 Tyson Pardee

Bill to:

Main

(530) 538-2493

tpardee@cityoforoville.org

Ship to:

Main

2055 Lincoln Street Oroville CA 95966 Tyson Pardee (530) 538-2493

tpardee@cityoforoville.org

Prepared by:

Sales

Jason Repose (916)-508-8717

Jason.Repose@entisys360.com

Quote Summary

Description	Amount
Products	\$111,086.40

Jan 24, 2022

\$111,086.40 Subtotal:

\$7,480.56 **Estimated Tax:**

> Total: \$118,566.96





Agreement

Terms and Conditions

This quote is valid for 30 days All freight, handling charges and taxes will be added to the final invoice.

Payment Terms

Invoices are due and payable Net30 of invoice date. Invoices paid after that time will be subject to a 1.5% finance charge

Return and Warranty Policies

All hardware products that are supplied by Entisys360 are returnable for up to fifteen days from delivery for a full refund, as long as products have not been opened. Should client open any products within this period, they will be subject to all open box policies of the manufacturer. This could mean full refund, restocking fee or no return, depending on the manufacturer. Licensing is not returnable unless authorized in advance by the manufacturer. Dead on arrival (DOA) and defective returns are valid only for exchange. Beyond twenty-five days from the date of sale, you must contact the manufacturer directly to initiate a warranty claim. You must have the original boxes, documentation, accessories and packing materials for all returns. Incompatible is not defective. Entisys360 will test all DOA/Defective returns. Any product deemed not defective or DOA will be returned to customers at their expense.

All returns are subject to manufacturer specific return guidelines, which may deviate from Entisys360's standard return policy. All returns require a valid RMA#. The product must be shipped in order to arrive at Entisys360 within 15 days from the invoice date.

Signature	
Signature	Date





Center for Internet Security, Inc. 31 Tech Valley Drive East Greenbush, New York 12061 United States QUOTE for City of Orovine

Quote: SQ-220301-0009378 Created Date: 03/01/2022 Valid Through: 3/31/2023 Prepared by: Mark Talty Phone: (518) 880-0772

Quote

Address Information

Bill To: City of Oroville 1735 Montgomery St Oroville, California 95965 United States

Buying Contact: Tyson Pardee

Buying Email: tpardee@cityoforoville.org

Ship To: City of Oroville 1735 Montgomery St Oroville, California 95965

United States

Shipping Contact: Tyson Pardee

Shipping Email: tpardee@cityoforoville.org

Related Information

Currency: USD Billing Frequency: One-Time

Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	3/1/2022 - 2/28/2023	110	12 Mon	\$5.00	\$5.00	\$6,600.00

List Price Total: \$6,600.00 Sales Price Total: \$6,600.00

Net Amount: \$6,600.00

Balance Due Amount: \$6,600.00

Specific Terms

CIS Endpoint Security Services via CrowdStrike Terms & Conditions

The following terms and conditions ("TCS") apply to CIS Endpoint Security Services (the "Services") provided by Center for Internet Security, Inc. ("CIS") to Customer, as specified in the attached Customer Order Form (the "Order").

I. Definitions

Security Operation Center (SOC) – 24 X 7 X 365 watch and warning center that provides cybersecurity infrastructure monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

Endpoint Security Services or ESS - Endpoint Security Services (ESS) is comprised of the following services:

Next Generation Antivirus (NGAV). A solution deployed on endpoint devices to prevent cyber-attacks with the following capabilities: Detect malicious activity using signature-based and behavior-based threat detection methods with the capability to automate prevention (block attacks):

Deny/allow indicators list management to include anomalous behavior-based indicators;

Endpoint and file quarantine functionality;

Threat notification and alerts; and

Web-based management interface with a cloud-based data administration component for enterprise deployment.

Endpoint Detection & Response (EDR). Deployment and maintenance of an EDR software agent on Customer's identified endpoint devices, which will (a) block malicious activity at a device level if agreed to by the Customer; (b) remotely isolate compromised systems after coordination with the Customer; (c) identify threats on premise, in the cloud, or on remote systems; (d) inspect network traffic in a decrypted state on the endpoint for the limited purpose of identifying malicious activity; and (e) identify and remediate malware infections. Centralized management of ESS data to allow system administration, event analysis and reporting by CIS SOC. Additionally, Customer will

be able to interact with its own ESS data through the management system

Additional Endpoint Security Services. CIS may offer additional services under this Agreement from time to time as ESS. Purchase and

receipt of such services will be subject to a separate Order. Parties shall mean CIS and Customer; each a Party.

II. Selection of ESS

CIS hereby agrees to supply Entity with ESS as set forth in the attached Order. ESS for additional endpoints may be ordered by Entity during the Term (as defined herein below) by submitting a written request to CIS. The Service Start Date of subsequent Orders for ESS shall be the date of the approved Order but shall terminate as of the end of the applicable Term. Additional services may also be ordered from CIS by Entity by separate agreement with CIS.

III. Term

The Order will become effective on the date the Order is accepted by both Parties (the "Effective Date"), and shall continue in full force and effect for the period specified in the Order (the "Term").

IV. Pricing

A. Initial ESS Purchase

In consideration for receipt of ESS, Entity agrees to purchase the specified ESS at the purchase price set forth in the Order in US Dollars (USD), which shall be due and payable within thirty (30) days of the Effective Date. Payment may be made by: (i) EFT transfer; (ii) check made payable to Center for Internet Security and mailed to CIS Accounts Receivable, 31 Tech Valley Drive, East Greenbush, NY 12061; or (iii) credit card transaction according to the instructions provided to Entity by CIS. The amount of the purchase price to be paid by Entity to CIS pursuant to this section shall not be reduced by any amount of any taxes or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment to CIS.

B. Purchase of ESS for Subsequent Terms

At least sixty (60) days prior to the expiration of any Term. CIS will provide Entity an Order setting forth pricing for a subsequent Term. Payment for ESS for a subsequent Term shall be due to CIS no later than the last day of the then-current Term, using any of the methods described in section IV(A) above. In the event that such payment is not made prior to the end of the applicable Term, ESS shall not be renewed for a subsequent Term.

V. Amendments to the Order

The Order may only be amended as agreed to in writing by both Parties.

VI. Responsibilities of the Parties

A. Customer Responsibilities

Customer acknowledges and agrees that CIS's ability to perform the Endpoint Security Services provided by CIS for the benefit of Customer is subject to Customer fulfilling certain responsibilities listed below. Customer acknowledges and agrees that neither CIS nor any third-party provider shall have any responsibility whatsoever to perform the Endpoint Security Services in the event Customer fails to meet its responsibilities described below. Customer further acknowledges and agrees that the scope of this Agreement is limited to the number of endpoint devices identified in the Order Form. In the event that Customer installs the ESS software agent on a greater number of endpoint devices beyond those identified in the Order Form, Customer will be charged for those additional endpoints, including any associated additional charges, and that those additional endpoint devices will be subject to the requirements of this Agreement. Customer will ensure the correct functioning and maintenance of the endpoint devices receiving Endpoint Security Services.

Customer shall provide the following to CIS prior to commencement of the Endpoint Security Services and at any time during the Term if the information changes:

A completed PIQ, the form of which will be provided to Customer by CIS, which will identify the number and types of endpoints to be monitored during the Term, including identification of the operating systems used in the endpoints. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Endpoint Security Services:

Each endpoint device will have access to a secure Internet channel for ESS management and monitoring by CIS;

Accurate and up-to-date information, including the name, email, landline, mobile, and pager numbers for all designated, authorized Point of Contact(s); and

Customer will be responsible for installing the ESS software agent on its endpoints; CIS will provide Customer with a link to the ESS software agent.

During the Term, Customer shall provide the following:

Written notification to CIS SOC (SOC@MSISAC.ORG) at least thirty (30) days in advance of replacement of an existing endpoint device with another similar device and/or changes in operating systems for the endpoint devices that would affect CIS's ability to provide Endpoint Security Services;

Written notification to CIS SOC (SOC@MSISAC.ORG) at least twelve (12) hours in advance of any scheduled Internet outages affecting the endpoint devices;

A completed Escalation Procedure Form in the PIQ including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC). Revised information must be submitted when there is a change in status for any POC;

Sole responsibility for maintaining current maintenance and technical support contracts with Customer's software and hardware vendors for any endpoint device covered by ESS; and

Active involvement with CIS SOC to resolve any tickets requiring Customer input or action.

B. CIS Responsibilities

CIS shall be responsible for purchase of a commercial ESS capability provided by Crowdstrike, to be incorporated into the Endpoint Security Services, and for providing a link for the ESS software agent to Customer for Customer to install on their endpoints.

CIS will be responsible for the management and monitoring of the Endpoint Security Services to Customer's identified endpoint devices, including provision of the link for installation of the applicable ESS agent for the operating system of the endpoint devices, as identified by Customer in the PIO.

CIS will provide the following as part of the Endpoint Security Services:

Analysis of logs from monitored security devices for attacks and malicious traffic;

Analysis of security events;

Correlation of security data/logs/events with information from other sources;

Notification of security events per the Escalation Procedures provided by Customer; and

Ensuring that all upgrades, patches, configuration changes and signature upgrades of the ESS agent are applied to Customer's endpoint devices receiving ESS.

CIS Security Operation Center. CIS will provide 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the Endpoint Security Services.

Upon termination of ESS, CIS shall be responsible for the cancellation of the Endpoint Security Services. Customer will be responsible for removal of the ESS agent installed on Customer's endpoint devices.

C. Third Party Provider Terms and Conditions

Customer acknowledges and agrees that as part of providing ESS, CIS has contracted with the third-party provider, CrowdStrike, Inc. ("Crowdstrike"). Customer further acknowledges and agrees that in return for receipt of ESS, it agrees to the following terms and conditions ("Crowdstrike End User Terms") as an end user of CrowdStrike services as specified in the Order:

Access & Use Rights. Subject to these TCS, Customer has a non-exclusive, non-transferable, non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use. The Product includes a downloadable object-code component ("Software Component"); Customer may install and run multiple copies of the Software Components solely for Customer's Internal Use. Customer's access and use is limited to the quantity and the period of time specified on the Order. Restrictions. The access and use rights do not include any rights to (i) employ or authorize any third party (other than Partner) to use or view the Offering or Documentation; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party; (iv) allow third parties to access or use an Offering (except for Partner as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, the Order; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

Third Party Software. CrowdStrike uses certain third-party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third-party software that CrowdStrike uses at: https://falcon.crowdstrike.com/opensource.

Installation and User Accounts. For those Products requiring user accounts, only the individual person assigned to a user account may access or use the Product. Customer is liable and responsible for all actions and omissions occurring under Customer's user accounts for Offerings.

Ownership & Feedback. The Offerings are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Offerings. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation, provided, Customer will not be identified publicly as the source of the feedback or suggestion. Crowdstrike Disclaimer. PARTNER, AND NOT CROWDSTRIKE, IS RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OBLIGATIONS TO CUSTOMER, INCLUDING REGARDING THE CROWDSTRIKE OFFERINGS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGMENT WITH RESPECT TO THE OFFERINGS. THERE IS NO WARRANTY THAT THE OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. CUSTOMER AGREES THAT IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE SAFE USE OF AN OFFERING IN SUCH APPLICATIONS AND INSTALLATIONS. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES. Customer Obligations. Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings in accordance with the Order and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike. Falcon Platform. The Falcon Endpoint Protection Platform ("Falcon EPP Platform") uses a crowd-sourced environment, for the benefit of all

Falcon Platform. The Falcon Endpoint Protection Platform ("Falcon EPP Platform") uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn

of, and/or respond to threats against Customer and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customer to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

Processing Personal Data. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, comply with law, or otherwise in accordance with these TCS. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

Compliance with Applicable Laws. Both CrowdStrike and Customer agree to comply with laws directly applicable to it in the performance of the ESS in accordance with the Order.

Definitions. For purposes of these Crowdstrike End User Terms, the following terms shall have the meaning as set forth below: "CrowdStrike Data" shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

"Customer Data" means the data generated by the Customer's Endpoint and collected by the Products.

"Documentation" means CrowdStrike's end-user technical documentation included in the applicable Offering.

"Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"Execution Profile/Metric Data" means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with the Order or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

"Internal Use" means access or use solely for Customer's own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or Customer other than Customer, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer's employees and Partner solely on Customer's behalf and for Customer's benefit.

"Offerings" means, collectively, any Products or Product-Related Services.

"Partner" means Center for Internet Security, Inc.

"Personal Data" means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

"Product" means any of CrowdStrike's cloud-based software or other products provided to Customer through Partner, the available accompanying API's, the CrowdStrike Data, any Documentation.

"Product-Related Services" means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products.

"Threat Actor Data" means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

VII. Title

The Endpoint Security Services include use of software that is licensed to CIS by Crowdstrike. All title and ownership rights of the software shall remain with Crowdstrike. Customer shall own all right, title and interest in its data that is provided to CIS pursuant to these TCS. Customer hereby grants CIS a non-exclusive, non-transferable license to access and use such data as is necessary to provide the Endpoint Protection Services specified in of the Order.

VIII. No Third Party Rights

Except as otherwise specifically provided herein, nothing in these TCS shall create or give to third parties any claim or right of action of any nature against Customer or CIS.

IX. Warranty; Disclaimer

A. Warranty

CIS warrants to Entity during the applicable Term that: (i) the Endpoint Security Services operate without Error; and (ii) industry standard techniques have been used to prevent the ESS at the time of installation from injecting malicious software viruses into Entity's endpoints covered by this Agreement. Entity must notify CIS of any warranty claim during the Term. Entity's sole and exclusive remedy and the entire liability of CIS for its breach of this warranty will be for CIS, at its own expense, to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate the Order and Entity's access to and use of ESS and refund the prepaid fee prorated for the unused period of the Term. CIS shall have no obligation regarding Errors reported after the applicable Term. For purposes of this Section VIII, "Error" means a reproducible failure of ESS to perform in substantial conformity with its applicable Documentation (as defined herein below), as supplied by Crowdstrike.

B. Exclusions

The express warranties do not apply if the ESS (i) has been modified, except by CIS or Crowdstrike, or (ii) has not been installed, used, or

maintained in accordance with this Agreement or Documentation.

C. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION VIII, CIS MAKES NO OTHER WARRANTIES RELATING TO THE ESS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

ENTITY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT CIS DOES NOT GUARANTEE OR WARRANT THAT USE OF ESS WILL FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CIS RESPONSIBLE THEREFOR. ENTITY AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT CIS HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

X. Confidentiality Obligation

CIS acknowledges that information regarding the infrastructure and security of Customer's information systems, assessments and plans that relate specifically and uniquely to the vulnerability of Customer information systems, Personal Data (as defined herein below), specific vulnerabilities identified as part of the Endpoint Security Services or information otherwise marked as confidential by Customer ("Confidential Information") may be provided by Customer to CIS in connection with the services provided under the Order. The Customer acknowledges that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). Both Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each party protects its own confidential information, but in no event will less than reasonable care be provided and a party's information will not be released in any identifiable form without the express written permission of such party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Customer shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS further agrees that any third party involved in providing Endpoint Security Services shall be required to protect Customer's Confidential Information to the same extent as required under these TCS. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees, agents and CIS's cyber security partners, including federal partners, provided that such partners have agreed to protect the Confidential Information to the same extent as required under these TCS. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section X. These confidentiality obligations shal

XI. Notices

Notices shall be provided to those persons identified on the Order. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under the Order by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

Standard Terms

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

Any taxes or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of Products/Services by Customer to CIS shall in no way limit the amount of the Products/Services to be paid by Customer to CIS.

All rights reserved. Copyright Center for Internet Security, Inc.

City of Oroville

DOCUMENTATION OF OPEN MARKET PURCHASE

Purchases which are under the limit for sealed competitive bids may be made on the open market. Whenever practicable obtain informal or formal bids, if possible obtain at least three bids.

Item	Software backup solution						
	no informal/f	ormal hide hassuse solo source:					
	no informal/formal bids because sole source:						
	_ not practicab	le to obtain informal/formal bids bed	cause				
	only	_possible sources were located the	refore three bids could not be obtained				
	informal or formal bids were obtained from: Reeper Security - \$4,901.10 LastPass - \$30,000						
	Normally there are three bids but the IT Manager believes that these two password managers are the only ones that meet government compliance.						
Vendo	or selected	Keeper Security	Cost \$4,901.10				
/	_Lowest respo	onsible bid					
	_Other, explai	n					
Prepa	red by:		Authorized Signature				
Tys	on Par	dee					
Date:	4/5/20	22	Date:				



GoTo Technologies USA, Inc.

ORDER FORM

333 Summer Street Boston, MA 02210

CONTACT INFORMATION.

Customer: Oroville, City Of

Address: 1735 Montgomery St, Oroville, CA USA, 95965-4820

Main Contact: Tyson Pardee

Email: tpardee@cityoforoville.org

Phone: +15305382493

LogMeIn Account Email: tpardee@cityoforoville.org

VAT/TVA/ABN Number:

GoTo Representative:

Name: Tim Colliton

Email: tim.colliton@goto.com

Phone: Fax:

QUOTE OR OID #: 00348019

UID #: 6014338693

COL Opp ID #: 2112066169007

Quote Date: 01-18-2022

Quote Expiration Date: 04-31-2022

TERM & BILLING INFORMATION.

Term and Billing Frequency: Annual Annual

Payment Method: Invoice

AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO GOTO, YOU CONFIRM THIS IS AN ORDER FOR THE GOTO SERVICE(S) LISTED HEREIN AND AGREE TO THE TERMS OF SERVICE https://www.goto.com/company/legal/terms-and-conditions WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

Purchase Order Process:

If the order is in excess of 25k USD, or equivalent, GoTo requires a PO with the executed Order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#: PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: Oroville, City Of		If Billing Contact is different than above, please provide:		
Signature:		Billing Address:		
Name:		Billing/Invoicing Contact: Telephone: Email:		
Title:				
	Customer Authorized Signatory			
Date:				

SERVICES & FEE SUMMARY. You agree to use the Services in accordance with the applicable Use Levels. All fees are exclusive of VAT, GST and any other applicable taxes and/or fees.

Product Name	Purchase Type	Contract Term (Months)	Contract Type	Quantity	Unit Price (Monthly)	Total Price
LastPass Business	New	60	Annual Annual	110	USD 4.55	USD 30,000.00
TOTAL AMOUNT:					USD 30,000.00	



Keeper Security, Inc. 820 W. Jackson Blvd., Suite 400 Chicago, IL 60607 (312) 829-2680 www.keepersecurity.com

Quote Number 837440
Created Date 4/12/2022
Expiration Date 5/11/2022

Prepared By Alex Rivera

Email arivera@keepersecurity.com

Customer Information:

Account Name Gridley Area Chamber of Commerce

Contact Name Tyson Pardee

Bill To 1735 Montgomery St.

Oroville, CA 95965 United States

Email tpardee@cityoforoville.org

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
KS-STORAGE_1_TB	Keeper - 1 TB Storage	Keeper - 1 TB Storage	USD 1,500.00	1.00	USD 255.00
KS-BREACHWATCH	Keeper - BreachWatch for Business	BreachWatch for Business	USD 60.00	110.00	USD 1,122.00
KEEPER-SECURITY-ENT	Keeper - Enterprise Base Plan User Licenses	Term-based subscription for access to Keeper on unlimited devices.	USD 180.00	110.00	USD 3,366.00
ProServSupport-Platinum	Professional Services & Support Platinum Plan	Professional Services & Support Platinum Plan Includes: > Unlimited Email > Unlimited Automated Chat > Unlimited Live Chat > Unlimited Phone Calls	USD 930.00	1.00	USD 158.10

Grand Total USD 4,901.10

Proceeding to Payment

Please contact your Account Executive to complete your subscription purchase.

Customer Signature		
Approval by Client	<u>Date</u>	
Name & Title		



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: KIDDIE DAY PARADE FEE WAIVER REQUEST FROM THE

OROVILLE KIWANIS CLUB

DATE: APRIL 19, 2022

SUMMARY

The Council will consider a fee waiver request from the Kiwanis Club of Oroville for the Kiddie's Day Parade.

DISCUSSION

The Oroville Kiwanis Club of Oroville has hosted and facilitated the Kiddies Day Parade in Oroville for over 70 years. This parade is for children to participate and demonstrate their talents to the community. This event is well attended and is one of the most heartfelt events that this community host each year. The Kiwanis Club spends many hours and dollars preparing for this event. This event requires many hours of volunteer preparation and participation the day of the Parade. The Kiwanis Club is a nonprofit ran from donations and members' dues. This event has a negative net income based on the financial statement provided by the Kiwanis. The Kiwanis Club is asking the City's fee's (\$108.00) for this Parade be waived or refunded.

This event is a quality-of-life issue for our city. This event is looked forward to each year and very well attended. This event is family orientated fun that does not require an admission fee to watch or enjoy. This is good family fun for our entire community, a place to catch up and visit with friends and neighbors we have not seen in some time.

The applicants made timely request for this fee waiver well in advance of the 90-day requirement. There was some confusion on the process by the applicant that delayed this item coming to the Council.

FISCAL IMPACT

The city will not receive the fees for the Kiddie Day Parade which would result in a loss of revenue in an amount of \$108.00.

Page 1

34

RECOMMENDATION

Staff recommends wavier of fees for the Kiddie's Day Parade.

ATTACHMENTS

1. Kiwanis Club Fee Waiver request form

Page 2 35



CITY OF OROVILLE Community Development Department

1735 MONTGOMERY STREET – OROVILLE, CALIFORNIA 95965 Phone: 530-538-2430

FACILTY USE FEE WAIVER APPLICATION

APPLICATION MUST BE RECEIVED AT LEAST 60 DAYS PRIOR TO DATE OF THE EVENT

For Office Use Only	,			
FY	APPL#	AMT\$	APPROVED	DENIED
	d application with sup			Incomplete forms will be returned. s listed above a minimum of sixty (60)
Section A - Ap	plicant Information			
Kiwani	is Club of	Proville		
	Organization Name		DBA (including doing	g business asOrganization Name)
Organization Lo	ocal Address	^ -		2-0
PO BO	x 2092	Provi	lle CA	95965
Organization Ma	ailing Address	City	y/State	Zip Code
Bar	n Leona	rd		
Contact Person	J	Titl	е	
530-6	552-2126			
Daytime Phone		Evening Phor	ne	Fax
gw	leonard 66	a amail.c	m	
Email address		U		
Type of Organiz	zation:501 (d	c) (Please specify type of 501	status):	
G	Sovernment Entity	Other (Explain		
		program) Kiddie	Parade	
	iver For (name of event/	P. 1 3	Out would	
		time only event?	unnuar	
City Facility Rec	quested <u>City</u>	of Drovil	le	
	ee Charged \$			
	er Requested \$	108.55		

Item 3.

Section B - Budget Information Applicant Name

EVENT OR PROGRAM EXPENSES

Kiwanis Club of Droville

EVENT OR PROGRAM INCOME

The following information is required in order for the City to consider waiving the Facility Use Fee. Only direct event or program fee may be listed.

A. Salaries / Fees				
Artists/Performers/Speakers/Contract	ted Staff		tration Income	\$
\$		pa	articipants x \$	registration fee
			B. Donations or Sp	onsorships
2. Administrative \$		1. Corpo	rate / Business	\$
3. Program Staff \$		2. Found	ations	\$
4. Other (Specify) \$		3. Clubs	/ Organizations	\$
A. Total Salaries / Fees \$		4. Other	(specify)	\$
B. Space Rental \$ (non - City)				orship Total \$
C. Remaining Costs	(Itemized)	C. Other	Income	\$
1. Equipment rental \$	50	Explain (Other Income Source	e:
2. Printing \$	50			
3. Supplies \$	50			
4. Food \$		OPERAT	Event/Program 'ING INCOME	\$ <u></u>
5. Trophies \$	00	(A+B+C)		
6. Travel \$				
7. Insurance \$				
8. Other (explain) \$				
C. Total Remaining Costs \$	350.			
D. City Facility Use Fees \$	108.55			
Attach additional pages as needed to il expenses listed above.	ustrate details of			
TOTAL Event/Program Operating Expenses (A+B+C+D)	458.55			
SECTION C				
Authorized Signatures: The signature below	that of a person	authorized to tes	tify as to the accura	acy of this application.
1 / Mull	~	Secre	tan	3-23-22
Signature		Title		Date
Reviewed by City Administrator/ his/her desig	nee Date		Signature:	
Fee Waiver approved			Fe	e Waiver Denied

1. Explain the event/program:

annual Kiddie Parade in downtown Droville
no fee for entry & prizes are given.
2. Is this the first year for this event/program or has it been offered previously? If it has been offered previously, please list number of years it has been offered.
No.
73 years
3. What age groups are targeted? <u>pre K - 84h grade</u>
4. What are the event/program dates? 5-6-2022
5. Is there an admission/access charge? Yes No Is it open to the public? Yes No
6. What City Facility is needed for this event/program?
7. Have you paid City Facility Use Fees for the event/program before?
a. If yes, list amount paid
b. If no. who authorized previous fee waiver?
7. Describe the public value and benefit to the Oroville community: This parale MS
been going on for 13 years. The children in our
Community, look forward to This event and love
participating.
7. Explain why paying City Facility Use Fee causes a significant financial burden for this event/program.
takes away funds used to support the event
& Community Children



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: AGREEMENT WITH BPR CONSULTING GROUP FOR BUILDING

DEPARTMENT PLAN REVIEW SERVICES

DATE: APRIL 19, 2022

SUMMARY

The Council will consider an agreement with BPR Consulting Group for contract building division planning services.

DISCUSSION

The building division has seen a substantial increase in development applications since the 2018 Camp Fire. This department is critical to keep construction and development projects forward at continuous pace. There are also several projects which require specific plan review expertise and must be completed in a timely manner.

The city currently is contracted with one plan review consulting firm; however, we have found the firm, as with others, is seeing an increase in their workload. The firm is finding plan review turnaround times are becoming longer due to this impact. The goal is to have two consulting firms on contract to divvy out projects evenly between the two firms to keep plan review turnaround on time for the customers.

BPR Consulting Group performs building plan review, building official, and inspection services for numerous cities around the state and for several local cities. The firm has years of experience and a large staff to draw on. Attached is a copy of their statement of qualifications for your review.

The Plan Review examiner assigned to Oroville would be billed out at \$145.00 per hour. This is the same dollar amount as our current consultant. This consultant will work remotely and conduct complete plan review services.

This contract will allow the City time to work though the plan review process and maximize efficiency for the contractors and developers.

FISCAL IMPACT

The rate for the plan reviews will be full cost recovery to the City as it is paid for by the applicants in the plan review process.

RECOMMENDATION

Adopt Resolution No. XXXX- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BPR CONSULTING GROUP FOR CONTRACT PLAN REVIEW SERVICES (Agreement No. XXXX).

ATTACHMENTS

Resolution No. XXXX Agreement No. XXXX Statement of Qualifications Schedule of fees

Page 2

CITY OF OROVILLE 1 **RESOLUTION NO. XXXX** 2 A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND 3 DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BPR CONSULTING **GROUP FOR CONTRACT PLAN REVIEW SERVICES** 4 (Agreement No. XXXX) 5 6 **BE IT HEREBY RESOLVED** by the Oroville City Council as follows: 7 The Mayor is directed and authorized to execute an Agreement with 8 BPR Consulting Group for contract plan review services for the City of Oroville. 9 10 2. The City Clerk shall attest to the adoption of this Resolution. 11 **PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on April 19, 2022 by the following vote: 12 13 AYES: 14 NOES: 15 16 ABSTAIN: 17 ABSENT: 18 Chuck Reynolds, Mayor 19 20 APPROVED AS TO FORM: ATTEST: 21 22 Scott Huber, City Attorney Jackie Glover, Assistant City Clerk 23 24 25 26 27 28

SERVICES AGREEMENT (PROFESSIONAL SERVICES)

Plan Review Services

City Agreement No. XXXX

This Services Agreement (Professional Services) for Plan Review Services ("Agreement") by and between the City of Oroville, a California charter city ("City"), and BPR Consulting Group ("Consultant"), is effective on the Effective Date identified on the signature page.

RECITALS

- A. The City desires Consultant to provide independent professional services for Client under the terms of a Standard Professional Services Agreement;
- B. BPR Consulting Group represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;
- C. On <u>March 22, 2022</u>, the Consultant submitted a proposal demonstrating the Consultant's qualifications and experiences to provide such Services.
- D. All services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. <u>SCOPE OF SERVICES</u>.

- 1.1. <u>Services</u>. Consultant, acting in its capacity to provide Building Department Services, licensed and in good standing under California law, will perform the Services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, the City Administrator ("**City's Authorized Representative**"). Services required by the City shall be determined by task orders issued by the City and accepted by Consultant.
- 1.2. <u>Standard of Care</u>. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

- 1.3. <u>Independent Contractor</u>. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.
- 1.4. <u>Subcontracting</u>. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.
- 1.5. <u>Third Party Beneficiaries</u>. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

<u>Time for Performance</u>. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth in task orders issued by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

- 1.6. <u>Errors and Omissions</u>. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.
- 1.7. <u>Unsatisfactory Services</u>. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. <u>Payment</u>. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant's total

compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

- 2.2. <u>Invoices</u>. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts. <u>Separate invoices</u> shall be submitted for individual task orders.
- 3. <u>AUTHORIZED REPRESENTATIVE</u>. Consultant hereby assigns **Ron Beehler**, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.
- 3.1. <u>Substitutions</u>. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.
- 4. <u>NOTICES</u>. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Dawn Nevers, Asst. Community Development Director

City of Oroville

1735 Montgomery Street

Oroville, CA 95965

dnevers@cityoforoville.org

TO CONSULTANT: Ron Beehler, SE, CBO, Director of Client Services

2201 San Francisco Drive, Suite 140-658

El Dorado Hills, CA 95762 rbeehler@bpr-rgrp.com

- 5. <u>TERM</u>. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).
- 6. <u>CITY'S RIGHT TO TERMINATE</u>. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. <u>DEFAULT AND DISPUTE RESOLUTION</u>.

- 7.1. <u>Default</u>. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.
- 7.2. <u>Dispute Resolution</u>. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.
- 7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

- 8.1. <u>Confidentiality</u>. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.
- 8.2. <u>Title to Records</u>. All original documents or records ("work product"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.
- 8.3. <u>Contract Cost Disclosure</u>. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.
- 8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.
- 8.5. <u>Electronic Communications</u>. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.
- 8.6. <u>Copyrights/Patents</u>. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

- 9. <u>ACCIDENT REPORT</u>. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:
- 9.1. A description of the damage including date, time, and location, and whether any City property was involved;
 - 9.1.1. Name and contact information of any witness;
 - 9.1.2. Name and address of the injured or deceased person(s); and
 - 9.1.3. Name and address of Consultant's insurance company.
- 10. <u>INDEMNIFICATION</u>. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.
- 11. <u>INSURANCE</u>. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:
- 11.1. <u>General Liability Policy</u>. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.
- 11.2. <u>Automobile Liability Policy</u>. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

- 11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.
- 11.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.
- 11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:
- 11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.
- 11.5.2. The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

- 11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.
- 11.6.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.
- 11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

- 12. <u>CONFLICTS OF INTEREST</u>. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.
- 12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.
- 12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
- 12.3. <u>Statement of Economic Interest</u>. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. <u>Legal and Licensing Compliance</u>. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

- 13.2. <u>Nondiscrimination</u>. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.
- 13.3. <u>Taxes</u>. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.
- 13.4. <u>Provisions Deemed Inserted</u>. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

- 14.1. <u>Headings</u>. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 14.2. <u>Severability</u>. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 14.3. <u>Governing Law, Jurisdiction, and Venue</u>. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.
- 14.4. <u>Attorney's Fees</u>. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 14.5. <u>Assignment and Delegation</u>. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

- 14.6. <u>Modifications</u>. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.
- 14.7. <u>Waivers</u>. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.
- 14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- 14.9. <u>Interpretation</u>. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

- 15.1. <u>Counterparts</u>. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.
- 15.2. <u>Signatures</u>. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

#####

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY: CITY OF OROVILLE, a California charter city	CONSULTANT: BPR Consulting Group
By: Chuck Reynolds, Mayor Services	By: Ron Beehler, SE, CBO, Director of Client
ATTEST:	
By:	
Date:	("Effective Date")
APPROVED AS TO FORM:	
Scott Huber, City Attorney	

EXHIBIT A

SCOPE OF SERVICES

BUILDING AND SAFETY SERVICES

We understand the City of Oroville desires to retain a qualified firm to provide building safety services to support the City's Building Department. BPR Consulting Group proposes to provide the following Building Department services:

- Plan Check Services
- Building Inspection Services
- Permit Technician Services

BPR Consulting Group has a proven track record providing these services in support of public agencies and has the experienced staff necessary to provide flexibility in providing these services to meet the needs of the City of Oroville. The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by our clients and to seamlessly integrate the services we provide with your department. We will work in close partnership with the City of Oroville tailoring our services and the deployment of staff resources to match the work volume and adhere to the City's requirements.

BUILDING PLAN CHECK

All plans examination services will be performed under the direction of a licensed Civil or Structural Engineer and/or licensed Architect and an ICC certified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional office for, on-site or off-site structural and non-structural plan review services. Our plans examiners understand and are intimately familiar with applicable building codes, the City of Oroville Municipal Code, and plan review procedures and policies and will readily assist the City with their plan review needs. Plan review services will be provided as follows:

- Plan Check services will be provided within our local regional office unless space is available at the City
 office and the City requests that plans be reviewed within their offices.
- All assigned personnel will be professionally qualified by both experience and certifications to perform commercial and/or residential construction document plan check.
- BPR's Plan Review Director, Bill Rodgers, S.E. will be the responsible contact for all communications between the City and BPR.
- All assigned personnel will be provided with all necessary materials, resources, and training to conduct plan checks, including the current edition of City of Oroville Municipal Code, and the City's policies, procedures and forms.
- Plan Check approval shall not be recommended to the City until all code compliance issues are resolved
 and all permit issuance requirements of the City Building Division are satisfied. We will contact the City with
 any questions related to specific City requirements.
- We will respond within one business day upon notification that a plan check is authorized for us to perform.



- All documents will be picked up from the City of Oroville Building Department, or as otherwise directed, by our shipping carrier for delivery to our regional office.
- All plan checks will be performed in a timely manner within time-frame guidelines established by the City.
- At completion of each plan review iteration an electronic plan review comments letter will be distributed to the City's representative for review. We will incorporate any comments from City staff and upload the comments as directed by the City. Upon completion of the plan review where approval of the documents is recommended, we will transmit complete sets of all final documents to the City via Dropbox or SharePoint, will documents annotated as "Reviewed for Code Compliance by BPR Consulting Group".
- All plan review comments shall be completed in the format acceptable to the City.
- All communication shall be conducted and coordinated with the City's representative. We will not contact the applicant directly unless instructed to do so by the City's representative. We will not contact the applicant when plans are approved and understand that the City will notify the applicant when the permit is ready to issue.
- We understand that code interpretations are subject to final review and approval by the Chief Building
 Official and that all plan review comments are subject to review by the City.
- We will be available within one business day to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.
- We will communicate data necessary for a Certificate of Occupancy per CBC Section 110.2 to the City.
- We are familiar with, and we will enforce the City of Oroville Municipal Code.

Plans will be checked for conformance with the latest adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility and Energy Conservation requirements as mandated by State Title 24 and the Oroville Municipal Code.

Our staff will work with City staff and project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards, or local ordinances. We will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Plan review comments will be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable.

Upon completion of our final review, one (1) complete copy of electronic documents, bearing BPR Consulting Group's plan review stamps and a final letter recommending the City's approval of the documents will be submitted to the City of Oroville' Building Department for review and approval or as otherwise directed. We will not directly contact the project applicant during the plan review process unless directed to do so by the City's representative.



MAXIMUM PROPOSED TURNAROUND TIME FOR PLAN CHECK

We consistently complete plan reviews within the timeframes listed below as our standard business practice. We work hard to accommodate any turn-around schedule desired by the City. Multi-disciplinary reviews are typically performed in our office, but we are available for onsite work when required and whenever possible. We will furnish the following tiered turnaround times:

Project Type	Maximum Turn Around Time (Business Days)		
	Initial Submittal	Backcheck Reviews	
Residential (Single Family)			
New Construction	10	5	
Addition	10	5	
Remodel	10	5	
Non-Residential			
New Construction	10	5	
Addition	10	5	
Remodel, Tenant Improvement	10	5	
Large, Complex Commercial or Residential Multi-Family Projects	15	10	

BPR Consulting Group is also able to accommodate special project plan review needs such as expedited reviews. We establish specific turn-around goals and procedures with jurisdiction staff for these types of projects. For expedited or fast-track projects, we charge a premium of 140% of the standard plan review fee as noted in our fee information in **Exhibit B**.

COMMUNICATING PLAN REVIEW RESULTS

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiency and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, ready for final approval and permit issuance.

PLAN DELIVERY

Paper submittals, if so provided, will be picked up within one business day at no additional cost to the City. Pick up, delivery and approval of documents are included in our specified turn-around times.



SPECIAL PROJECTS

BPR is able to accommodate special project plan review needs such as expedited or multi-phased plan reviews. We establish project specific turn-around goals and procedures with the City's staff and applicants for these types of projects based on the complexity of the projects as well as the construction schedule.

BPR's staff of engineers and plans examiners will work with the City as well as with applicants and designers to resolve all plan review issues. As directed, our staff will deal directly with applicants and their designers during the plan review process to resolve all issues.

ELECTRONIC PLAN REVIEW

BPR Consulting Group maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **SharePoint** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. BPR Consulting Group has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We are prepared to provide electronic plan check services for your community utilizing our **Bluebeam** electronic plan review system.

CODE INTERPRETATIONS

Code interpretations are subject to final review and approval by the Chief Building Official. BPR's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the City.

PLAN CHECK RELATED MEETINGS

Our plans examiners and inspectors are available for pre-construction or pre-design meetings, field visits, meetings with the design team, construction team and project owners as needed at no cost to the City. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we will provide plan review services for are considered as part of our plan review services. Our team of plans examiners and inspectors are always willing to meet with applicants, designers, contractors and City staff as required to resolve plan review or construction-related issues. Our staff can be available for meetings with as little as 24-hour notice.

APPROVAL FOR ADDITIONAL FEES

For projects that cannot be approved after three reviews we understand that additional City approval is required for any charges proposed in addition to the percentage fee agreed to in the contract. We understand that prior approval by the City will be required for all charges proposed for review of deferred submittals and revisions that may occur on projects. Any additional charges for projects must be approved in advance of providing services and communicated to the City of Oroville prior to returning documents for permit issuance. Upon our approval of projects entailing additional charges the approved documents will be returned to the City along with a detailed invoice itemizing all related charges.



BUILDING INSPECTION SERVICES

BPR Consulting Group tailors' inspection services to the particular needs of each client with special attention to providing competent, consistent service at all levels. All BPR inspectors are ICC certified with appropriate training and experience based on the City's specific needs. We handpick our candidates and identify skill levels required to best match the City's inspection goals and philosophy.

BPR's staff has performed inspection services on a wide variety of construction projects including custom homes, large residential developments, and commercial, institutional, and essential service buildings. We provide valuable experience gained through successful work with government clients throughout California. This clear understanding of the construction process enables our people to quickly identify and resolve problems both in the field and in the office.

Assigned staff will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Many of our inspector candidates can provide dual plan review and inspector services for our clients. When necessary for large or fast-track projects, multiple inspectors are available.

Inspection personnel assigned will be able to read, understand and interpret construction documents, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards.

BPR will provide all materials and training required for our inspectors to perform their assigned duties. Many of our inspectors are also available to serve at the public counter when needed. Additionally, several of our inspectors can provide dual plan review and inspection services for our clients. All field inspection services shall be performed through the City of Oroville Building Division and under the direction of City staff.

Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green, Fire Codes and the City of Oroville Municipal Code and as designated by the City. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by State of California Title 24 and all applicable ordinances. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to the jurisdiction's applicants and customers.

We understand that personality and customer service is crucial to on-the-job success, therefore, we will select inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC certified as required.

Staff assigned will contact the Building Official for interpretations, local ordinances, local preferences, alternate materials and exceptions/alternates to the model codes. They will report directly to the jurisdiction Building Official or other person designated for all project-related work. Items, if any, which cannot be resolved between the project inspector(s) and contractor, will be forwarded to the Building Official for final resolution.



INTEGRATION WITH CITY STAFF AND DEPARTMENTS

As municipal consultants to many jurisdictions, BPR's staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

TOOLS & EQUIPMENT

BPR Consulting Group provides cellular phones, and other portable equipment necessary for inspectors to carry out their duties. It is our understanding that a City vehicle will not be provided for our inspectors use, therefore, mileage utilized while performing inspections will be charged at the current IRS rate for vehicle mileage.

PERMIT TECHNICIAN SERVICES

Permit / counter technician services are crucial to the success of the entire building and safety process and is the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction through the life of a project whether engaging the homeowner, architect, developer or contractor or other community member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient and a memorable experience to the City's clients.

BPR Consulting Group will furnish qualified and customer service-oriented permit technicians to handle the counter, answer phone calls, and issue permits. BPR's permit technician will be familiar with the City's plan intake procedures, fee calculations, tracking systems, permit issuance and customer service expectations as required to provide seamless service to the City's clients. BPR will provide all materials, resources, tools and training necessary for our permit technicians to perform their assigned duties.



EXHIBIT B

FEE SCHEDULE

COMPLETE PLAN REVIEW SERVICES

For complete plan review services for commercial and residential projects which are reviewed in BPR's office we propose a fixed plan review fee of 65% of the plan review fees charged by the City based on the City of Oroville's adopted fee schedule.

The above noted plan review fees will cover an initial plan review and two back checks of the submitted documents. Additional plan review services beyond the three reviews will be billed hourly using the Schedule of Hourly Billing Rates below. Additional plan review fees beyond a third review will be subject to approval by the Building Official prior to proceeding with the fourth review.

We are willing to negotiate a mutually acceptable fee for large projects and special projects on a case-by-case basis.

PARTIAL PLAN REVIEW SERVICES

For partial plan reviews such as structural only, preliminary reviews, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested or provide the requested services on an hourly basis utilizing the Schedule of Hourly Billing Rates below.

PLAN REVIEW SERVICES FOR DEFERRED SUBMITTALS, CHANGES TO APPROVED PLANS OR CONSTRUCTION PHASE PLAN REVIEW

For the plan reviews of deferred submittals, revisions to previously approved documents, or any construction phase plan reviews, we propose to provide plan review services on an hourly basis using the Schedule of Hourly Billing Rates below.

EXPEDITED PLAN REVIEW FEES

For expedited or fast-track projects we propose a fee of 140% of the above noted plan review fees, with the review completed in half the proposed time frame for regular plan reviews.

INSPECTION SERVICES

Inspection services will be charged hourly per the Schedule of Hourly Billing Rates below. Mileage accrued within the jurisdiction while performing inspection services will be charged at the current IRS vehicle mileage rate.

OTHER SERVICES

Permit Technician, in-house plan review, fire plan review and fire inspection services will be provided as requested on an hourly basis utilizing the Schedule of Hourly Billing Rates below or as negotiated with the City on a case-by-case basis.



SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION HOURLY BILLING RATE Licensed Engineer Building Plans Examiner\$145 (1) (Structural, Mechanical, Electrical, Fire Protection) Licensed Engineer Building Plans Examiner (Civil, PE).....\$140 (2) ICC Certified Plans Examiner\$110 (3) ICC Fire Plans Examiner / Inspector\$110 Certified Access Specialist, CASp\$120 (4) ICC Certified Building Inspector Commercial (Inspector II)\$105 Combination Inspector (Inspector III)\$115 Permit Technician (1) Rate is applicable to structural, M/P/E, and fire plan reviews performed by engineers licensed in the noted disciplines on institutional, large commercial, large residential, and special projects. (2) Rate is applicable to on-site civil reviews; and to structural reviews performed by licensed civil engineers for small, light-framed commercial projects, tenant improvements, and residential projects. (3) Life safety and access reviews for all projects; M/P/E for light commercial, tenant improvement, and residential projects. (4) Rate is applicable to CASp-only plan reviews and CASp inspections. Mileage for building inspection and fire inspection services is to be charged the current IRS mileage rate while performing inspections on behalf of the City. Inspection or permit technician services provided exceeding eight hours per day, nights and weekends will be charged at 150% of the noted rate. There will be an 8-hour minimum charge for all in-house plan review, inspection, and permit technician

Notes:

Mileage:

Overtime:

Staffing:

services



Statement of Qualifications Building Department Plan Review, Inspection and Permit Technician Services



Prepared for:

The City of Oroville 1735 Montgomery Street Oroville, CA 95965



Prepared by:

BPR Consulting Group 2201 Francisco Drive Suite #140-658 El Dorado Hills, CA 95762



Safe Buildings for Your Community

Efficient Professional Services

March 21, 2022

Ms. Dawn Nevers
Assistant Community Development Director

City of Oroville

1735 Montgomery Street Oroville, CA 95965 Telephone: 530.538.2401

Email: dnevers@cityoforoville.org



RE: Statement of Qualifications to Provide Building Department Services

Dear Ms. Nevers,

Thank you for the opportunity to present this statement of qualifications (SOQ) for Building Department services. This SOQ will provide you with a detailed overview of the building department services offered by BPR Consulting Group (BPR). We appreciate your time reviewing this SOQ, and we hope that we may be of service to the City of Oroville.

Our talented staff of Building Officials, Plans Examiners, Building Inspectors, Licensed Engineers, and CASp experts have extensive experience providing all aspects of building department services to communities throughout California. Our staff has extensive experience reviewing projects of varying complexity and size across the State of California, including a thorough understanding of the complicated physical and political landscapes in which we conduct our work.

BPR Consulting Group's certified and licensed staff of qualified professionals can assist the City with complex and unusual projects, and to maintain service levels during periods of increased workload. Northern California-based BPR Consulting Group is focused on supporting our California communities by delivering high-quality building department services, tailored to our clients' needs, with the goal of exceeding our clients' expectations by:

- Providing all services in a cost-effective manner.
- Providing qualified and experienced personnel who can effectively communicate and explain relevant code requirements.
- Providing a high level of customer service to the City and the City's applicants.
- Balancing the need to ensure conformance to standards and regulations with the need for predictability, uniformity, and efficiency.

Please feel free to contact me at 916.662.0665 if you have any questions concerning our qualifications or the services we provide. We look forward to the opportunity to work with you and the City of Oroville.

Sincerely,

BPR CONSULTING GROUP

BIN Rodgers, \$E

Director of Plan Review Services

TABLE OF CONTENTS

SECTION 1

COMPANY OVERVIEW

SECTION 2

OUALIFICATIONS AND EXPERIENCE

SECTION 3

BUILDING SAFETY TECHNICAL CAPABILITIES

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

BILLING RATES

EXHIBIT C

RESUMES

SECTION 1

COMPANY OVERVIEW

Seamlessly integrating municipal service professionals in support of public agencies is BPR Consulting Group's sole purpose. BPR was founded by individuals with a long history of serving municipalities and public agencies throughout California and Nevada. We have extensive experience in all aspects of building safety, including building official, plan review, inspection, and permit technician services. We have worked with public agencies throughout California to provide these same services.

Our Building Safety Division consists of the following: California licensed structural, civil, mechanical, electrical and fire protection engineers; Certified Access Specialist (CASp) professionals; ICC-certified building officials, plans examiners, inspectors, permit technicians; and highly experienced administrative personnel.

Building department services we provide to municipalities and agencies include:

- Building official services
- Building safety plan review
- Building inspection services

- Permit technician services
- CASp plan review and inspection services
- Fire prevention plan review and inspection services

Our team has a proven track record of providing efficient and predictable building department services while meeting or exceeding client expectations. Our key objectives in providing these services to the City of Oroville are:

- To remain unmatched in furnishing responsive and knowledgeable jurisdictional services. Our staff
 currently serves or has served in all facets of municipal work by direct employment experience or as a
 consultant. BPR's staff knows and understands what is needed for a building department to operate
 efficiently.
- To provide timely and responsive plan review services. We work with you to help communicate results
 and information directly to your clients. We have the ability to tailor our services to align with your agency's
 unique and specific needs.
- To share our wealth of code knowledge and building industry experience. Our staff has been intimately
 involved in the development process for the California building codes. We share this unique knowledge by
 developing and providing code-related training and instruction at industry sponsored conferences, and in
 support of local ICC Chapters.
- To be responsive to your specific staffing needs. As construction and development activity fluctuates
 within your community, we can adjust our service levels allowing you to maintain seamless service to your
 customers.
- To provide staff who have the appropriate experience, certifications, and knowledge. We closely
 evaluate staff qualifications and experience to align with your specific needs.

SECTION 2

QUALIFICATIONS & EXPERIENCE

The following is a small sampling of the types of projects for which we are experienced at providing in support of building departments. We have coordinated in-house, staff-augmentation, outsourced building-department, plans-examination services, inspection services, fire plan review and inspection services, and permit technician services to a multitude of public agencies throughout California.

PLAN REVIEW SERVICES

BPR Consulting Group's staff have many years of experience providing plan review for all types of projects ranging from small, simple, tenant-improvement projects to commercial, industrial, and high-rise building projects. We review all submitted project documents as needed to verify building code compliance. We have the ability to assign plans examiners with the same qualifications and professional licenses as required for project designers which allows efficient professional communication of plan review related issues. We believe this approach affords a minimum number of plan review cycles allowing projects to move to construction without unnecessary plan review related delays. The following is a small sampling of projects for which BPR's staff have provided plan review services.

CITY OF MANTECA

Great Wolf Lodge:

BPR's staff members provided plan review services for this high-profile resort located adjacent to Highway 120 in the City of Manteca. This project included a 95,000 SF indoor water park, 45,000 SF of family entertainment space, 12,000 SF center, and a 6-story, 500-room hotel. BPR's staff worked closely with the design team and City staff to deliver this fast-paced project in phases via a series of permit packages and provided plan review services throughout the construction phase of the project.



CITY OF SANTA CLARITA

Holiday Inn Express:

BPR's staff provided complete building department plan review services for this new 4-story, 62,849 SF hotel. This high-profile project was designed utilizing wood platform framing with sheathed shear-walls and steel moment frames for lateral support. The building utilized Construction Type V-A and was classified as a Group R-1 Occupancy. All plan review services for this project were provided on an expedited basis.



CITY OF MONTEREY PARK

Costco Warehouse & Fuel Station:

BPR's staff provided building department plan review services on behalf of the City of Monterey Park for the new Costco Warehouse and Fuel Station project. Plan review services included plan review of the non-structural, structural, mechanical, electrical, plumbing, green and energy efficiency improvements associated with the project. The 154,974 SF tilt-up warehouse building utilized Type V-B Construction. The fueling station utilized Type ll-B



Construction. The building was classified as a Group M Occupancy.

Pacific Plaza Mixed-Use Hotel and Condominium:

BPR's staff members provided complete building plan review services for the Pacific Plaza Monterey Park project which was designed as a mixed-use project to include Hotel, Condominium and Restaurant uses. The project includes 398,792 SF within five levels above two levels of underground parking. The project utilized Construction Type I-A at the two lower parking levels and Construction Type III-A above the 2nd level. The building includes Occupancy Groups A-2, A-3, M, B and S-2.



CITY OF FRESNO

Community Regional Medical Center:

BPR staff members provided plan review services for the Fresno Community Regional Medical Center (CRMC) expansion – a 58-acre, \$350 million project comprised of a 5-story, 180,000 SF Medical Office Building and a 5-story Parking Structure with approximately 427,900 SF of parking. BPR's staff provided complete building department plan review services for the CRMC Medical Office Building and Parking Structure. Submitted documents were reviewed for



compliance with the applicable provisions of the codes and associated standards as adopted by the City of Fresno.

The CRMC Medical Office Building was constructed utilizing structural steel framing supporting composite concrete over steel decking at the floor and roof levels. The foundation utilized conventional spread footings. The lateral force resisting system was designed to utilize moment resisting steel frames. The exterior cladding for the project included light gauge steel framing supporting anodized aluminum panels and glazing. The Medical Office Building includes Occupancy Groups B, S, and I-2.1, and Construction Type IA and is a fully sprinkled building.

The CRMC Parking Structure was designed utilizing concrete decks supported by concrete beams and columns, with post-tensioned, cast-in-place concrete construction supported by post-tensioned cast-in-place concrete



beams, which in turn are supported by conventionally reinforced cast-in-place concrete columns. The lateral force resisting system consisted of concrete shear walls and concrete moment frames. The exterior cladding was designed to incorporate precast concrete wall panels.

Omni Family Health Facility:

BPR'S staff provided third-party plan review services on behalf of the City of Fresno for the Omni Family Health facility. The project included modifications to the existing mechanical system to isolate air and control pressures in the facility's waiting room. The mechanical system upgrade was designed and plan reviewed for compliance with OSHPD 3 code requirements. Plan review services included review for compliance with OSHPD3 requirements for healthcare facilities.



Staff prepared review letters identifying elements of the final 100% construction documents that did not comply with applicable provisions of the adopted California Building Codes. The plan review team met with the design team to resolve plan review issues. At the completion of the plan review, two (2) sets of reviewed drawings and other required documents were delivered directly to the City of Fresno Building Department. A final review letter addressed to the City of Fresno Building Department was provided at the completion of plan review services indicating that plans were reviewed and found to comply with applicable building codes.

CITY OF HANFORD

New Hanford Fire Station:

BPR's staff provided complete plan review for this new 5,289 SF fire station consisting of Occupancy Groups R-2, B and S-1 and utilizing Type VB Construction. The estimated project cost was \$2,000,000. The new fire station will support three personnel during duty hours and provide responsive service to the southwest and west area of Hanford with a focus on improving response times to better serve the growing community.



New Costco Warehouse:

BPR's staff members provided building department plan review services on behalf of the City of Hanford Building Department for a new Costco Warehouse project. Services included plan review of the architectural, structural, mechanical, plumbing, electrical and energy conservation designs associated with construction of the project. Accessibility features were also reviewed to ensure compliance with applicable accessibility provisions of the adopted California Building Codes.



CITY OF SACRAMENTO

Downtown Commons Tower:

BPR staff provided plan review services for this 16-story, mixed-use tower constructed of cast-in-place reinforced concrete utilizing a code compliant structural concrete shear wall system for lateral support. This architecturally significant state-of-the-art project serves as a center piece for the Downtown Commons community and is located directly adjacent to the new Sacramento Kings Arena. The 16-story, mixed-use tower includes two levels of subterranean parking. The lower three levels above grade include retail space, restaurant space, hotel lobbies, conference rooms, ballrooms, a pool deck, and back-of-house spaces. The fourth level includes office space. Levels 5 through 10 were designed for hotel use, and Level 11 through 16 will include residential units. BPR's staff provided progressive plan review services for



this project with an expediated schedule on behalf of the City of Sacramento. BPR staff members successfully assisted the city, the design team, and the Owner to implement and execute an aggressive phased permitting schedule, allowing this significant and complicated project to move quickly into construction, well in advance of a complete design package.

CITY OF RICHMOND

BPR staff members have provided complete plan review services for projects on behalf of the City of Richmond for many years. Below are examples of recent projects for which our staff members provided plan review services:

Noma Residential Development:

BPR staff provided complete building department plan review services for the Places at Noma which consist of 95, three-story, single-family, detached homes; and the Rows at Noma, which consist of 18, three-story, live/work townhomes with ten different configurations. All buildings are Type V-B Construction with Group R-3 and Group U Occupancies. All buildings are platform-framed wood construction and are supported on conventional-spread, concrete footings with a slab-on-grade system at the first-floor level. The lateral force resisting system consisted of site-built, wood-sheathed, shear walls. BPR's staff teleconferenced and/or met with the design team to resolve plan review issues in an efficient and collaborative manner.

Tilt Up Warehouse and Distribution Facility:

BPR staff provided complete building department plan review services on behalf of the City of Richmond for this project. This project consists of a single-story, tilt-up warehouse and distribution center with 191,500 SF of warehouse area and 12,000 SF of office space, for a total area of 203,500 SF. The building was constructed of Type III-B Construction and included Type S-1 and B Occupancies and is fully fire sprinklered. Site improvements included trash enclosures, rolling metal gates, steel fencing and concrete site walls. Submitted documents were reviewed for compliance with the applicable provisions of the adopted building codes and associated standards. BPR staff teleconferenced and/or met with the design team to resolve plan review issues.



OSHPD 3 Community Clinic:

BPR staff provided complete building department plan review services of the Community Clinic project on behalf of the City of Richmond. This project included construction of a three-story, Community Clinic with a total area of 33,742 SF of medical office space designed to be OSHPD 3 compliant. The building utilized Type V-B Construction and included Occupancy Groups B and A-3. The building is fully fire sprinklered. Site improvements included trash enclosures and concrete site walls as part of the project. Plan review services required review for compliance with all applicable OSHPD 3 provisions of the California Building Code. BPR staff teleconferenced and/or met with the design team to resolve plan review issues, as needed.

CITY OF BERKELEY

BPR staff members have provided complete plan review services for projects on behalf of the City of Berkeley for many years. Below are examples of recent projects for which our staff members provided plan review services:

Bancroft Apartments:

This six-story, mixed-use building consists of a single-level, reinforced-concrete, Type 1A podium structure with five levels of light, wood-framed Type IIIA Construction above. The podium houses 9,300 SF of M, S-2 and R-2 Occupancies. Five levels of residential apartments comprising 41,000 SF occur above the podium structure. The existing building on the site was relocated and the existing surface parking lot was demolished in preparation for this high-density project which included 50 new residential dwelling units.

San Pablo, Marchant Building:

This unique project straddles three Cities; Berkeley, Oakland, and Emeryville, with Berkeley as the lead agency. Formerly a calculator factory, this building has been readapted to house a 500,000 SF medical office, a 50,000 SF health club, and a parking garage with roof parking. The existing concrete structure was strengthened with extensive use of fiber-reinforced polymer (FRP); new ramps were added to convert the factory floors to parking floors; and new MEP infrastructure was added to facilitate the medical office building and health club tenant improvements.



Bayer Healthcare, Voluntary Seismic Upgrade:

This project consisted of voluntary seismic upgrades to four existing buildings in order to comply with the city seismic strengthening regulations and policies. The design utilized the evaluation and retrofit procedures of ASCE 41-13 and introduced structural steel buckling restrained braced frames into these existing nonductile, reinforced-concrete buildings. The projects ranged in size from 3,400 SF to 60,000 SF, and the buildings included B, F-1 and S-1 Occupancies.



CITY OF SAN RAMON

Aspen Woods Apartments:

BPR staff provided plan review services for this new, 95-unit, senior complex. The facility consists of a basement and 4 floor levels totaling 139,281 SF. This podium style project utilized Construction Types IA and VA and included S-2 and R-2 Occupancy Groups. Above the podium structure, westernstyle platform construction was utilized along with site-built, wood-sheathed, shear walls for lateral support for this exclusive residential project.



CITY OF VALLEJO

The Lodge at Glen Cove:

BPR staff provided plan review services on behalf of the City of Vallejo for this new, residential, care facility that provides Independent Living, Assisted Living and Memory Care options for its residents. The facility consists of two, three-story buildings totaling 120,312 SF. This project utilized Type VA Construction and included A-2, R2.1, B and S Occupancy Groups.



BUILDING INSPECTION SERVICES

BPR Consulting Group maintains a staff of ICC Certified building inspectors available to serve your community. We understand the importance of personality coupled with code knowledge and the ability to explain identified deficiencies in a constructive manner. We carefully select inspection staff to ensure that selected staff possess the appropriate skills and knowledge for the types of projects they will be assigned. We value our inspection staff's ability to effectively communicate with agency officials, homeowners, builders, and others. We understand effective communication is an important trait necessary for delivery of successful inspection services on behalf of the communities we serve. We have found that demonstrated code knowledge, along with clear and efficient communication, are required ingredients for a fair and transparent inspection program.

PERMIT TECHNICIAN SERVICES

BPR Consulting Group maintains a staff of ICC Certified permit technicians available to serve your community. We understand the importance of the permit technician position. As the first contact by residents and builders alike, the first impression provided by our permit technicians sets the stage for the overall permitting experience. Our permit technicians are knowledgeable of state laws associated with issuance of building permits, have experience with multiple databases utilized by building departments and will quickly learn the unique project routing and approval process used by your department. Additionally, our permit technicians with minimum training, will use your adopted fee schedules to ensure that plan review and building permit related fees are properly assessed. At the completion of the plan review process, required approvals from other departments both within and outside the agency, will be verified prior to issuance of building permits.



FIRE PLAN REVIEW & INSPECTION SERVICES

BPR Consulting Group staff are available to provide fire plan review services as needed to verify compliance with California Building and Fire Codes, adopted National Fire Protection Association Standards and local amendments. Plan review services will include review for fire and life safety code compliance relative to the design of fire protection systems including fire sprinkler systems, fire alarm systems, fire suppression systems, fire pump installations, smoke control systems, civil improvement plans, and non-structural building plans for fire and life safety features.

We understand that many municipalities and fire districts adopt local requirements unique to local fire concerns. We will review local requirements to ensure that assigned projects are compliant with current code and locally adopted requirements. We will ensure compliance with Title 24 California Building and Fire Codes, Parts 2, 2.5, and 9 – applicable to fire prevention, life safety, mechanical and electrical installations as they relate to fire and life safety for residential, commercial, industrial, existing, and historical buildings.

BPR's staff of Fire Plans Examiners and Fire Protection Engineers have performed both building and fire plan review services on a wide variety of projects including industrial, commercial, agricultural, institutional, assembly, essential service buildings, mixed use, tenant improvements, remodels, adaptive reuse projects and residential developments.



SECTION 3

BUILDING SAFETY TECHNICIAL CAPABILITIES

The BPR team holds extensive experience and a proven track record of providing plan review, building inspection, fire plan review and inspection, and permit technician services as needed in a cost-effective manner. Our plan review services focus on providing timely and thorough plan reviews with the goal of issuing code compliant plans so minimum code related issues occur during the construction process. We also work with design teams on major projects providing progressive plan reviews where we identify code compliance issues during the design process resulting in quick approval of the final construction documents. Our Building Inspectors and Permit Technicians are selected based on the needs of the communities we serve. We tailor our services to fit your specific needs.

Our role and mission is to provide the following:

- A team of professionals with high-level experience and skills in successfully providing all building department services.
- Utilizing staff with a customer service focus and thorough knowledge of building department policies and procedures.
- Promoting cooperation and partnership with other jurisdiction departments and outside agencies.



- Progressive plan review services for major and unique projects.
- A high level of customer service to both internal and external customers.
- Adjusting services as needed to meet your workload needs.
- Services in a cost-effective manner that remain within budget constraints.





Bill Rodgers, SE // **Project Manager** | **Principal-in-Charge** // **Civil & Structural Engineer:** Bill will act as the Project Manager and single point of contact for the City of Oroville during the delivery of services. Bill has more than 30 years of experience in the field of structural engineering, including over 20 years of experience as a plan review engineer. He has provided plan review services to the City in a prior engagement.

Bill has worked closely with Building Departments and State agencies across the State of California and Nevada for nearly 20 years and has performed or managed plan review services for various project types including adaptive reuse projects,

remodel projects, tenant improvement projects, seismic retrofit, structural upgrade projects, high-rise building



projects with smoke control systems, and new buildings. He has shared his wealth of experience and structural expertise by developing and presenting building code related classes and working with local building departments to develop ordinances to improve the seismic performance of building structures. In addition to providing structural plan review services, Bill is responsible for management of BPR's plan review team and plan review services.

Bill's five (5) most recent plan review projects include:

- County of Napa, Planning, Building and Environmental Services Outsourced plan review services, including residential, multi-family, commercial, and multi-story story projects, including institutional projects, industrial projects, retail buildings and agricultural structures.
- City of Sacramento, Development Services Department, Building Division Comprehensive building
 department services including in-house plan review, outsourced plan review, inspection and permit
 technician services, as well as in-house plan review training for the City's plan review staff.
- City of Roseville, Development Services Department, Building Safety Outsourced plan review services
 focused on residential, multi-family, commercial, multi-story projects, mid-rise projects, industrial
 projects, retail buildings and medical office buildings.
- City of Gardena, Community Development Department, Building Services Comprehensive building department services including in-house Building Official, in-house and outsourced plan review and inspection services.
- City of Rancho Cordova, Community Development Department, Building and Safety Division –
 Outsourced plan review services, including residential, multi-family, commercial, institutional projects, industrial projects, retail buildings and multi-story story projects.

Additional plan review staff are listed below:

Proposed Staff	Job Title/Description	
David Castillo, ME, FPE	Mechanical Engineer / Fire Protection Engineer	
Jerome Schreiber, EE	Electrical Engineer	
Roger Peterson, SE	Civil & Structural Engineer	
Ron Beehler, SE, CBO, ICC	Civil & Structural Engineer	
Andrew Burke, CASp, ICC	CASp Plans Examiner / ICC Certified Plans Examiner	
Mark Meyers, CBO, ICC	ICC Certified Plans Examiner	
Mark Berg, CBO, ICC, MCP	ICC Certified Plans Examiner	
Tim Scott, CBO, ICC	ICC Certified Plans Examiner	
Rick Maddox, ICC	ICC Certified Electrical Plans Examiner	
Rick Walters, CASp, LEED, CBO, ICC	LEED Specialist / CASp Plans Examiner / ICC	
Stacy Barker, ICC	Project Coordinator / Administrative Assistant / Clerical	
Mohammad Ahmed	IT Services Specialist	



BUILDING & FIRE PLAN REVIEW SERVICES

All plans examination services will be performed by or under the direction of a licensed civil or structural engineer. For unusual or large projects, and when needed to meet aggressive schedules and peak workload demands, additional support will be provided by appropriately qualified staff. Our building officials, plans examiners, and building inspectors maintain a working knowledge of applicable building codes and plan review procedures. Our staff will use their experience and skills to promote efficient services on behalf of your department.

Our staff will work with project applicants and designers in a collaborative and professional manner to quickly identify and resolve code compliance issues. Our Building Officials will collaborate with project designers to identify code compliant procedures to address complicated code issues. Our plans examiners will perform detailed plan reviews to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

TECHNICAL PLANS EXAMINATION CAPABILITIES

BPR's staff possesses significant technical capabilities in all areas of plans examination, competency gained from years of experience providing these same services. All plan examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific, phased, plan reviews on an as-needed basis as requested by clients. Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, energy calculations, geotechnical reports, structural calculations, electrical load calculations, comissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written, plan review letters, communicate effectively orally and in writing and work effectively with jurisdiction staff, project design teams, contractors and the permit applicants. Our plans examiners possess knowledge of the most current state adopted building standards.

ARCHITECTURAL

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, agricultural, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plan examiners are CASp certified. Completed plan review projects range from single-story, residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances
- Municipal Codes



STRUCTURAL

Our structural engineers have experience designing and reviewing all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, agricultural, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities. Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete

- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems

- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- Municipal Codes

- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

MECHANICAL, PLUMBING & ELECTRICAL

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code

- California Mechanical Code
- California Electrical Code
- Municipal Codes

Other review services may be provided based on current editions of local or national standards such as:

- International Building Code
- International Residential Code
- International Mechanical Code
- International Plumbing Code
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 99 (medical gases)
- NFPA 101 Life Safety Code
- NEHRP Requirements for Existing Building



ENERGY COMPLIANCE

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems, and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

GREEN BUILDING STANDARDS

BPR's staff has a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.

ACCESS COMPLIANCE & CASP REVIEW

All BPR CASp-certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

FLOOD ZONES

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted ordinances.



Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.

OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff includes an OSHPD certified inspector with recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbolic chamber, medical clinics and acute psychiatric facilities.

FIRE CODE PLAN REVIEW

We have an experienced and licensed professional Fire Protection Engineer on staff to address your fire and life safety needs. Our fire safety plan review and inspection staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with fire and life safety regulations.

Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- Code referenced National Fire Protection Reference Standards
- Municipal Codes
- State or Federal regulations enforced by local Fire Agencies

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

TRANSPORTING PLANS

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

ELECTRONIC PLAN REVIEW

BPR Consulting Group maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **SharePoint** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. BPR Consulting Group has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We are prepared to provide electronic plan check services for your community utilizing our **Bluebeam** electronic plan review system, and we are able to utilize the City's **ProjectDox** system.



COMMUNICATING PLAN REVIEW RESULTS

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the City for their review and comment. We will make any edits deemed necessary, and upload our comments to **ProjectDox** as directed by City staff.

STANDARD PLAN REVIEW COMPLETION TIMEFRAMES

We complete all **plan reviews** within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We can provide expedited plan review services when requested.

Project Type	Maximum Turn Around Time (Business Days)		
	Initial Submittal	Backcheck Reviews	
Residential (Single Family)			
New Construction	10	5	
Addition	10	5	
Remodel	10	5	
Non-Residential			
New Construction	10	5	
Addition	10	5	
Remodel, Tenant Improvement	10	5	
Large, Complex Commercial or Residential Multi-Family Projects	15	10	

BUILDING INSPECTION SERVICES

BPR building inspectors are qualified and appropriately ICC-certified to provide requested inspection services. Our inspection staff will perform inspection services to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable correction notices, field reports and will be available to answer in-person or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and approved project plans. Our inspection staff will familiarize themselves with the City of Oroville Municipal Code to ensure that the projects we are inspecting are compliant with current code requirements. Specifically, we will ensure compliance with the applicable provisions of the Title 24 California



Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings. BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including planned, single-family, residential developments, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects, and historically designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights, and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information, complete necessary forms and documents as required to provide seamless service.

INSPECTOR QUALIFICATIONS & CERTIFICATIONS

BPR will work with you to select appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. All BPR Consulting Group inspectors are ICC-certified with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners, and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools, and safety used in building inspection and the most current building standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments and can quickly adapt to your systems and requirements.

PERMIT TECHNICIAN SERVICES

Knowledgeable and personable permit technicians are the first impression the public gets of your building department, and they play a critical role as to how your departments services are perceived. Permit technician services are crucial to the success of the entire building safety workflow within building departments. The ability to convey proper information to permit applicants, properly calculate permit fees, properly route plans to various departments for review, tracking approvals, database management and permit issuance are all critical to the success of your building department. We understand that the ability to deliver excellent customer service, maintaining a smooth flow of permit documents throughout departments, and maintaining accurate and up-to-date records, are all key elements to furnishing first-rate, efficient success of your building department.

Our Permit Technicians will greet and work closely with the customers at the public counter or via telephone, answering questions and providing accurate information. Our Permit Technicians will provide information about permit applications, plan review and inspection requirements, will be organized and have the ability to maintain filing systems necessary for tracking permit applications, permits issued, plan checks in progress, approved project documents and any other records or information important to the efficient operation of your department.



EXHIBIT A

SCOPE OF SERVICES

BUILDING AND SAFETY SERVICES

We understand the City of Oroville desires to retain a qualified firm to provide building safety services to support the City's Building Department. BPR Consulting Group proposes to provide the following Building Department services:

- Plan Check Services
- Building Inspection Services
- Permit Technician Services

BPR Consulting Group has a proven track record providing these services in support of public agencies and has the experienced staff necessary to provide flexibility in providing these services to meet the needs of the City of Oroville. The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by our clients and to seamlessly integrate the services we provide with your department. We will work in close partnership with the City of Oroville tailoring our services and the deployment of staff resources to match the work volume and adhere to the City's requirements.

BUILDING PLAN CHECK

All plans examination services will be performed under the direction of a licensed Civil or Structural Engineer and/or licensed Architect and an ICC certified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional office for, on-site or off-site structural and non-structural plan review services. Our plans examiners understand and are intimately familiar with applicable building codes, the City of Oroville Municipal Code, and plan review procedures and policies and will readily assist the City with their plan review needs. Plan review services will be provided as follows:

- Plan Check services will be provided within our local regional office unless space is available at the City
 office and the City requests that plans be reviewed within their offices.
- All assigned personnel will be professionally qualified by both experience and certifications to perform commercial and/or residential construction document plan check.
- BPR's Plan Review Director, Bill Rodgers, S.E. will be the responsible contact for all communications between the City and BPR.
- All assigned personnel will be provided with all necessary materials, resources, and training to conduct plan checks, including the current edition of City of Oroville Municipal Code, and the City's policies, procedures and forms.
- Plan Check approval shall not be recommended to the City until all code compliance issues are resolved
 and all permit issuance requirements of the City Building Division are satisfied. We will contact the City with
 any questions related to specific City requirements.
- We will respond within one business day upon notification that a plan check is authorized for us to perform.



- All documents will be picked up from the City of Oroville Building Department, or as otherwise directed, by our shipping carrier for delivery to our regional office.
- All plan checks will be performed in a timely manner within time-frame guidelines established by the City.
- At completion of each plan review iteration an electronic plan review comments letter will be distributed to the City's representative for review. We will incorporate any comments from City staff and upload the comments as directed by the City. Upon completion of the plan review where approval of the documents is recommended, we will transmit complete sets of all final documents to the City via Dropbox or SharePoint, will documents annotated as "Reviewed for Code Compliance by BPR Consulting Group".
- All plan review comments shall be completed in the format acceptable to the City.
- All communication shall be conducted and coordinated with the City's representative. We will not contact
 the applicant directly unless instructed to do so by the City's representative. We will not contact the
 applicant when plans are approved and understand that the City will notify the applicant when the permit
 is ready to issue.
- We understand that code interpretations are subject to final review and approval by the Chief Building
 Official and that all plan review comments are subject to review by the City.
- We will be available within one business day to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.
- We will communicate data necessary for a Certificate of Occupancy per CBC Section 110.2 to the City.
- We are familiar with, and we will enforce the City of Oroville Municipal Code.

Plans will be checked for conformance with the latest adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility and Energy Conservation requirements as mandated by State Title 24 and the Oroville Municipal Code.

Our staff will work with City staff and project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards, or local ordinances. We will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Plan review comments will be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable.

Upon completion of our final review, one (1) complete copy of electronic documents, bearing BPR Consulting Group's plan review stamps and a final letter recommending the City's approval of the documents will be submitted to the City of Oroville' Building Department for review and approval or as otherwise directed. We will not directly contact the project applicant during the plan review process unless directed to do so by the City's representative.



MAXIMUM PROPOSED TURNAROUND TIME FOR PLAN CHECK

We consistently complete plan reviews within the timeframes listed below as our standard business practice. We work hard to accommodate any turn-around schedule desired by the City. Multi-disciplinary reviews are typically performed in our office, but we are available for onsite work when required and whenever possible. We will furnish the following tiered turnaround times:

Project Type	Maximum Turn Around Time (Business Days)		
	Initial Submittal	Backcheck Reviews	
Residential (Single Family)			
New Construction	10	5	
Addition	10	5	
Remodel	10	5	
Non-Residential			
New Construction	10	5	
Addition	10	5	
Remodel, Tenant Improvement	10	5	
Large, Complex Commercial or Residential Multi-Family Projects	15	10	

BPR Consulting Group is also able to accommodate special project plan review needs such as expedited reviews. We establish specific turn-around goals and procedures with jurisdiction staff for these types of projects. For expedited or fast-track projects, we charge a premium of 140% of the standard plan review fee as noted in our fee information in **Exhibit B**.

COMMUNICATING PLAN REVIEW RESULTS

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiency and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, ready for final approval and permit issuance.

PLAN DELIVERY

Paper submittals, if so provided, will be picked up within one business day at no additional cost to the City. Pick up, delivery and approval of documents are included in our specified turn-around times.



SPECIAL PROJECTS

BPR is able to accommodate special project plan review needs such as expedited or multi-phased plan reviews. We establish project specific turn-around goals and procedures with the City's staff and applicants for these types of projects based on the complexity of the projects as well as the construction schedule.

BPR's staff of engineers and plans examiners will work with the City as well as with applicants and designers to resolve all plan review issues. As directed, our staff will deal directly with applicants and their designers during the plan review process to resolve all issues.

ELECTRONIC PLAN REVIEW

BPR Consulting Group maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **SharePoint** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. BPR Consulting Group has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We are prepared to provide electronic plan check services for your community utilizing our **Bluebeam** electronic plan review system.

CODE INTERPRETATIONS

Code interpretations are subject to final review and approval by the Chief Building Official. BPR's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the City.

PLAN CHECK RELATED MEETINGS

Our plans examiners and inspectors are available for pre-construction or pre-design meetings, field visits, meetings with the design team, construction team and project owners as needed at no cost to the City. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we will provide plan review services for are considered as part of our plan review services. Our team of plans examiners and inspectors are always willing to meet with applicants, designers, contractors and City staff as required to resolve plan review or construction-related issues. Our staff can be available for meetings with as little as 24-hour notice.

APPROVAL FOR ADDITIONAL FEES

For projects that cannot be approved after three reviews we understand that additional City approval is required for any charges proposed in addition to the percentage fee agreed to in the contract. We understand that prior approval by the City will be required for all charges proposed for review of deferred submittals and revisions that may occur on projects. Any additional charges for projects must be approved in advance of providing services and communicated to the City of Oroville prior to returning documents for permit issuance. Upon our approval of projects entailing additional charges the approved documents will be returned to the City along with a detailed invoice itemizing all related charges.



BUILDING INSPECTION SERVICES

BPR Consulting Group tailors' inspection services to the particular needs of each client with special attention to providing competent, consistent service at all levels. All BPR inspectors are ICC certified with appropriate training and experience based on the City's specific needs. We handpick our candidates and identify skill levels required to best match the City's inspection goals and philosophy.

BPR's staff has performed inspection services on a wide variety of construction projects including custom homes, large residential developments, and commercial, institutional, and essential service buildings. We provide valuable experience gained through successful work with government clients throughout California. This clear understanding of the construction process enables our people to quickly identify and resolve problems both in the field and in the office.

Assigned staff will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Many of our inspector candidates can provide dual plan review and inspector services for our clients. When necessary for large or fast-track projects, multiple inspectors are available.

Inspection personnel assigned will be able to read, understand and interpret construction documents, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards.

BPR will provide all materials and training required for our inspectors to perform their assigned duties. Many of our inspectors are also available to serve at the public counter when needed. Additionally, several of our inspectors can provide dual plan review and inspection services for our clients. All field inspection services shall be performed through the City of Oroville Building Division and under the direction of City staff.

Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green, Fire Codes and the City of Oroville Municipal Code and as designated by the City. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by State of California Title 24 and all applicable ordinances. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to the jurisdiction's applicants and customers.

We understand that personality and customer service is crucial to on-the-job success, therefore, we will select inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC certified as required.

Staff assigned will contact the Building Official for interpretations, local ordinances, local preferences, alternate materials and exceptions/alternates to the model codes. They will report directly to the jurisdiction Building Official or other person designated for all project-related work. Items, if any, which cannot be resolved between the project inspector(s) and contractor, will be forwarded to the Building Official for final resolution.



INTEGRATION WITH CITY STAFF AND DEPARTMENTS

As municipal consultants to many jurisdictions, BPR's staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

TOOLS & EQUIPMENT

BPR Consulting Group provides cellular phones, and other portable equipment necessary for inspectors to carry out their duties. It is our understanding that a City vehicle will not be provided for our inspectors use, therefore, mileage utilized while performing inspections will be charged at the current IRS rate for vehicle mileage.

PERMIT TECHNICIAN SERVICES

Permit / counter technician services are crucial to the success of the entire building and safety process and is the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction through the life of a project whether engaging the homeowner, architect, developer or contractor or other community member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient and a memorable experience to the City's clients.

BPR Consulting Group will furnish qualified and customer service-oriented permit technicians to handle the counter, answer phone calls, and issue permits. BPR's permit technician will be familiar with the City's plan intake procedures, fee calculations, tracking systems, permit issuance and customer service expectations as required to provide seamless service to the City's clients. BPR will provide all materials, resources, tools and training necessary for our permit technicians to perform their assigned duties.



EXHIBIT B

FEE SCHEDULE

COMPLETE PLAN REVIEW SERVICES

For complete plan review services for commercial and residential projects which are reviewed in BPR's office we propose a fixed plan review fee of 65% of the plan review fees charged by the City based on the City of Oroville's adopted fee schedule.

The above noted plan review fees will cover an initial plan review and two back checks of the submitted documents. Additional plan review services beyond the three reviews will be billed hourly using the Schedule of Hourly Billing Rates below. Additional plan review fees beyond a third review will be subject to approval by the Building Official prior to proceeding with the fourth review.

We are willing to negotiate a mutually acceptable fee for large projects and special projects on a case-by-case basis.

PARTIAL PLAN REVIEW SERVICES

For partial plan reviews such as structural only, preliminary reviews, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested or provide the requested services on an hourly basis utilizing the Schedule of Hourly Billing Rates below.

PLAN REVIEW SERVICES FOR DEFERRED SUBMITTALS, CHANGES TO APPROVED PLANS OR CONSTRUCTION PHASE PLAN REVIEW

For the plan reviews of deferred submittals, revisions to previously approved documents, or any construction phase plan reviews, we propose to provide plan review services on an hourly basis using the Schedule of Hourly Billing Rates below.

EXPEDITED PLAN REVIEW FEES

For expedited or fast-track projects we propose a fee of 140% of the above noted plan review fees, with the review completed in half the proposed time frame for regular plan reviews.

INSPECTION SERVICES

Inspection services will be charged hourly per the Schedule of Hourly Billing Rates below. Mileage accrued within the jurisdiction while performing inspection services will be charged at the current IRS vehicle mileage rate.

OTHER SERVICES

Permit Technician, in-house plan review, fire plan review and fire inspection services will be provided as requested on an hourly basis utilizing the Schedule of Hourly Billing Rates below or as negotiated with the City on a case-by-case basis.



SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION HOURLY BILLING RATE Licensed Engineer Building Plans Examiner\$145 (1) (Structural, Mechanical, Electrical, Fire Protection) Licensed Engineer Building Plans Examiner (Civil, PE).....\$140 (2) ICC Certified Plans Examiner\$110 (3) ICC Fire Plans Examiner / Inspector\$110 Certified Access Specialist, CASp\$120 (4) ICC Certified Building Inspector Commercial (Inspector II)\$105 Combination Inspector (Inspector III)\$115 Permit Technician (1) Rate is applicable to structural, M/P/E, and fire plan reviews performed by engineers licensed in the noted disciplines on institutional, large commercial, large residential, and special projects. (2) Rate is applicable to on-site civil reviews; and to structural reviews performed by licensed civil engineers for small, light-framed commercial projects, tenant improvements, and residential projects. (3) Life safety and access reviews for all projects; M/P/E for light commercial, tenant improvement, and residential projects. (4) Rate is applicable to CASp-only plan reviews and CASp inspections. Mileage for building inspection and fire inspection services is to be charged the current IRS mileage rate while performing inspections on behalf of the City. Inspection or permit technician services provided exceeding eight hours per day, nights and weekends will be charged at 150% of the noted rate. There will be an 8-hour minimum charge for all in-house plan review, inspection, and permit technician

Notes:

Mileage:

Overtime:

Staffing:

services



EXHIBIT C

RESUMES

On the following pages you will find resumes for these team members proposed to serve the City of Oroville.

Bill Rodgers, SE	Project Manager	
David Castillo, ME, FPE	Mechanical Engineer / Fire Protection Engineer	
Jerome Schreiber, EE	Electrical Engineer	
Roger Peterson, SE	Civil & Structural Engineer	
Ron Beehler, SE, CBO, ICC	Civil & Structural Engineer	
Andrew Burke, CASp, ICC	CASp Plans Examiner / ICC Certified Plans Examiner	
Mark Meyers, CBO, ICC	ICC Certified Plans Examiner	
Mark Berg, CBO, ICC, MCP	ICC Certified Plans Examiner	
Tim Scott, CBO, ICC	ICC Certified Plans Examiner	
Rick Maddox, ICC	ICC Certified Electrical Plans Examiner	
Rick Walters, CASp, LEED, CBO, ICC	LEED Specialist / CASp Plans Examiner / ICC	
Stacy Barker, ICC	Project Coordinator / Administrative Assistant / Clerical	
Mohammad Ahmed	IT Services Specialist	



BILL RODGERS, SE

PROJECT MANAGER | STRUCTURAL ENGINEER

Bill has more than 30 years of experience in the field of structural engineering, including more than 20 years of experience as a plan review engineer. His wealth of experience includes a varied and vast list of projects throughout California and Nevada. Bill is in demand for handson work within jurisdictions due to his great success in blending excellent engineering skills with responsive customer service.

PROFESSIONAL HISTORY

Principal Structural Engineer | BPR Consulting Group | 2021 - Present

Bill directs client plan review on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Senior Structural Engineer | Plans Examiner | Interwest Consulting Group | 2006 - 2021

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada. In addition to providing structural plan review services, he was responsible for the production and performance of Interwest offices, including maintaining client relationships. Bill's duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | LP2A / Bureau Veritas | 2001 - 2006

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada

Structural Engineer | Associate | DES Architects + Engineers | 1995 - 2001

Bill was responsible for the structural design of many projects throughout the Bay Area, including Pacific Shores Center in Redwood City, Moffett Corners in Sunnyvale, Carlmont High School in Belmont, and many other projects. Additionally, Bill oversaw the structural department of this architecture and engineering firm, and was responsible for staff development and work quality.

PROJECT EXPERIENCE

Project Manager/Structural Engineer | Judicial Council of California | State of California | 2010 - 2021

Bill provided project management and structural plan review services for new court buildings and court building upgrades throughout California. Most recently he provided services for upgrades to the Sonora courthouse, the new courthouse in Modesto and the new eighteen-story high-rise Sacramento Criminal Courthouse.

Project Manager/Structural Engineer | Division of State Architect | State of California | 2016 - 2021



EDUCATION

 BS, Civil Engineering, California State University, Sacramento

PROFESSIONAL LICENSES AND CERTIFICATIONS

- CA Structural Engineer SE-4198
- CA Civil Engineer CE-50673
- NV Structural Engineer SE-18427
- NV Civil Engineer CE-18427

PROFESSIONAL AFFILIATIONS

 Structural Engineers Association, Northern California (SEAONC) Bill provided project management and structural plan review services for new school buildings and school upgrades throughout California. Recent projects include Westmore Oaks Elementary School, Santa Maria High School and El Camino College District, New Behavioral Health and Social Science Building.

Project Manager/Structural Engineer | University of California, Merced | 2020 Campus Expansion | 2017 - 2021

Bill ensured all plan reviews were completed within the agreed upon timeframes by leading weekly conference calls with the plan review and onsite team and regularly visiting the project site. Additionally, Bill provided structural plan review services for this expansive project.

Project Manager/Structural Engineer | City of Berkeley | Berkeley, CA | 2008 - 2021

Bill ensured all plan review services for the City of Berkeley were accurate and completed in a timely manner.

Project Manager/Structural Engineer | Downtown Commons Tower | Sacramento, CA | 2016 – 2019

Bill served as the project manager for the plan review of this new 634,357 gross SF, 16-story, mixed-use tower located adjacent to the new Sacramento Kings Arena. The tower included office space for the team and area management, a 250-room hotel, 44-residential units and below grade parking.



DAVID CASTILLO, ME, FPE MECHANICAL ENGINEER / FIRE PROTECTION ENGINEER

David brings more than 30 years of breadth, depth, and knowledge of mechanical engineering, design, and plan review to any project. A California licensed professional Mechanical Engineer and Fire Protection Engineer, his expertise encompasses HVAC, Plumbing, Medical Gases, and Fire Sprinklers. David's background includes mechanical engineering, design, and plan review on Central Treatment Centers, Substance Abuse Treatment Facilities, Inpatient Mental Health Clinics, and Inmate Housing Units for the Department of Corrections. He has engineered and designed Acute Care Hospitals, Skilled Nursing Facilities, Surgery Clinics, Psychiatric Hospitals, Pharmaceutical Plants, Industrial Plants, Educational Facilities, and Hi-Rise Commercial Buildings.



Senior Plan Review Engineer | BPR Consulting Group | 2021 - Present

David performs mechanical engineering and fire protection engineering plan review services for BRP's California clients.

Senior Plan Review Engineer | Interwest Consulting Group | 2012 - 2021

David performed mechanical engineering and fire protection engineering plan review services for Interwest's California clients.

Senior Mechanical Engineer | State of California, OSHPD Group | 2001 - 2012

David performed plan checking of mechanical systems for hospitals, skilled nursing facilities, and surgery centers to ensure code compliance with the CBC, CMC, CPC and NFPA.

Vice President | Technical Engineering Group, Inc. | 2000 - 2001

David responsibilities included acquiring new clients, maintaining existing clients and preparing proposals. He performed heating and cooling load calculations, laid out mechanical designs for central plant systems, chilled water systems, heating hot water systems and variable air volume systems for hospitals, prisons, and educational facilities. David performed in-house plan check of all projects, and served as the Engineer of Record for all projects. He is knowledgeable of CMC, CPC, CBC, NFPA and OSHPD.



EDUCATION

- BSME, California Polytechnic State University, San Luis Obispo
- Credentialed Instructor, Los Rios Community College District Campuses: Cosumnes River College, Folsom Lake College, & Sacramento City College

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Registered Mechanical Engineer, 31455
- CA Registered Fire Protection Engineer, 2013
- Certificate Fire Protection
 Engineering | University of California
 Davis Extension
- Certificate in HVAC and Refrigeration
 University of California Davis
 Extension

PROFESSIONAL AFFILIATIONS:

- American Society of Heating, Refrigerating & Air Conditioning Engineers
- American Society of Mechanical Engineers
- National Fire Protection Association
- American Society of Plumbing Engineers

Project Manager / Lead Mechanical Engineer | Mazzetti & Associates | 1999 - 2000

David provided project management for all aspects of mechanical design on prisons, hospitals, pharmaceutical facilities, and office buildings. He was familiar with cGMP and all classes of clean rooms related to manufacturing facilities.



Project Manager / Lead Mechanical Engineer | Interface Engineering, Inc. / 1997 - 1999

David was the lead engineer for the Mechanical Division of a Mechanical/Electrical engineering firm. He initiated and implemented the writing of a Project Management Procedures Manual for companywide use. David performed heating and cooling load calculations, layout of mechanical designs for central plant systems, chilled water systems, heating hot water systems, variable air volume systems, and write specifications.

Mechanical Designer | Edward Rios & Associates | 1994 - 1997

David was responsible for all aspects of HVAC, process piping and plumbing design and drafting for a mechanical engineering firm. He performed heating and cooling load calculations using Trane Trace analysis software.

Mechanical Designer | The Spink Corporation | 1991 - 1994

David was responsible for all plumbing and process piping design and drafting for the Mechanical Division of a 115-person multidisciplinary engineering firm. Drafting was done using AutoCAD Release 11. David's primary responsibilities included running HVAC loads using Trane "Load 600" analysis program, Title 24 compliance, and field work for remodel/rehabilitation projects.

Mechanical Designer / Estimator | Mark III Engineering Contractors | 1986 - 1991

David performed material takeoffs for plumbing and HVAC. He designed HVAC and plumbing for commercial projects. David priced out projects and submitted bids to general contractor. He also served as a project manager for field staff.



JEROME SCHREIBER, EE ELECTRICAL ENGINEER

Jerome has more than 40 years of electrical industry experience. He is a licensed electrical engineer in California and Hawaii, and is certified by the International Association of Electrical Inspectors as an Electrical Plans Examiner and Electrical inspector. Jerome's experience is wide and varied, having provided engineering services to the military, public utilities, private organizations and municipal agencies.

PROFESSIONAL HISTORY

Building Inspector | City of Glendale | 2013 - Present

Jerome has served as a Building Inspector for the City of Glendale since August 2013. His duties have included Building, Plumbing, Mechanical, & Electrical Inspections and Plans Examination.

Instructor | Long Beach City College | 2013 - Present

Since 2013, Jerome has served as an instructor in National Electrical Code for Industrial & Commercial Applications at Long Beach City College.

Senior Electrical Inspector | City of Vernon | 1987 -2013

Jerome was responsible for electrical plans examination and performing Building, Plumbing, Mechanical, & Electrical inspections and all electrical installation in the City and for the City municipal facilities.

Electrical Consultant | BSK Engineering | 1986 -1987

Jerome served as an Electrical Consultant for a private firm that provided design for factories, restaurants, computer rooms, car lots, and other such installations.

Distribution Engineer | Southern California Edison | 1983 -1986

Jerome provided service planning and customer coordination for this Southern California utility.

Interior Electrician | Air National Guard | 1978 -1980

Jerome provided electrician services for various installations as a member of the Air National Guard.

Automatic Flight Control Systems Specialist, Sergeant | US Air Force | 1973 -1977

As a Sergeant in the US Air Force, Jerome served as Shift Supervisor and was responsible for repair crew to facilitate maintenance on transient aircraft.



EDUCATION

 BS, Electrical Engineering, California Polytechnic University

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Electrical Engineer 12290
- HI Electrical Engineer 13259
- International Association of Electrical Inspectors – Electrical Plans Examiner and Electrical Inspector – 6027880

International Code Council (ICC)

- ICC CA Commercial Building Inspector
- ICC CA Commercial Mechanical Inspector
- ICC CA Commercial Plumbing Inspector
- ICC CA Residential Mechanical Inspector
- ICC CA Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Mechanical Inspector
- ICC Plumbing Inspector
- ICC Plumbing Inspector UPC

PROFESSIONAL AFFILIATIONS:

- International Association of Plumbing and Mechanical Officials
- International Association of Electrical Inspectors
- IEEE

ROGER PETERSON, SE CIVIL | STRUCTURAL ENGINEER

With more than 34 years of experience in structural design and plan review, Roger brings considerable depth and knowledge to any project. Roger is a California Registered Structural and Civil Engineer who has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber, and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. Roger's expertise contributes to the success and safety of all projects.

PROFESSIONAL HISTORY

Principal | Structural Engineer | BPR Consulting Group | 2021 - Present

Roger directs client plan review on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Senior Structural Engineer | Project Manager | Interwest Consulting Group | 2006 – 2021

Roger provided management for several of Interwest's offices and special projects as well as performed structural plan review for commercial and residential construction for municipalities for various

state and local agencies throughout California. In addition to providing structural plan review services, Roger was responsible for the production and performance of Interwest offices, including maintaining client relationships. His duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | Plans Examiner | Branch Manager LP2A | Bureau Veritas | CA | 1999 - 2006

Roger served as branch manager and lead structural plan reviewer for the Sacramento Area branch office. He was responsible for the production and performance of office including maintaining client relationships. His duties included performing structural plan reviews for industrial, commercial and residential projects.

Project Engineer | Power Engineers, Inc. | 1999

Roger was a project design engineer for commercial and industrial-type projects. He provided structural design and construction administration services.

Project Engineer | Office Manager | R2H Engineering, Inc. | 1998 - 1999

Roger was the office manager and project design engineer responsible for the structural design of commercial projects.

Project Engineer | Rutherford & Chekene | 1995 - 1998

Roger was responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.



EDUCATION

 BS, Civil Engineering, University of Wyoming

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-3846
- CA Civil Engineer CE-46096
- ID Structural Engineer SE-8225
- ID Civil Engineer CE-8225

PROFESSIONAL AFFILIATIONS:

Structural Engineers Association of Northern California (SEAONC)



Design Engineer | Project Engineer | DES Engineers & Architects | 1997 - 1995

Roger provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.

PROJECT EXPERIENCE

Project Manager | Structural Engineer | Hollywood Park | Inglewood, CA | 2018 - 2021

Roger provided plan review services for this new, mixed-use development which included retail and office space with associated parking encompassing 28.5 acres.

Project Manager | Structural Engineer | Nasa Ames Research Center | Moffett Field, CA | 2018

Roger provided structural plan review and project management of this 1.2 million square-foot development comprised of office, research, and development space.

Project Manager | Structural Engineer | Monterey Park Hotel & Residence | Monterey Park, CA | 2017 - 2021

Roger provided plan review services and project management for this new, mixed-use hotel, condominium, and restaurant podium type building.

Project Manager | Structural Engineer | Hatchet Ridge Wind Farm | Shasta County, CA | 2009 - 2010

Roger provided project management, structural plan review and field inspections for this 101.2 MW power generating facility that consists of 44 – 2.3 MW wind turbines constructed along 9 miles of the ridge line on Hatchet Ridge near Burney, CA.



RON BEEHLER, SE, CBO CIVIL | STRUCTURAL ENGINEER

Ron utilizes experience gained through more than 35 years of hands-on experience performing life safety, accessibility, and structural plan reviews to successfully manage building departments, building department services and high-profile building projects on behalf of public agencies throughout California. His experience includes establishing and coordinating on-site building department services for large, multi-building projects and unique, fast-paced development projects. Ron has served as Chief Building Official for multiple California public agencies including interim assignments. He has also provided building department assessments on behalf of municipal clients to identify inefficiencies and implement best practice improvements.

Licensed as a Civil and Structural Engineer in California and Nevada, certified by the International Code Council as a Building Official, Code Specialist, Plans Examiner and Building Inspector, Ron is uniquely qualified to evaluate and manage all building department services. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors, Chief of Engineering Design and Construction for the California National Guard and Senior Structural Engineer with the Office of Statewide Health Planning and Development (OSHPD).

Ron is dedicated to maintaining his knowledge of California building codes, laws and regulations related to building department operations. He frequently lectures and presents classes on technical topics on behalf of professional organizations including CALBO and multiple International Code Council Chapters throughout California and other western states.

PROFESSIONAL HISTORY

Principal | Director of Operations | BPR Consulting Group | 2021 - Present

Ron manages client plan review and inspection services on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Director, Building Safety Services | Interwest Consulting Group | 2006 – 2021

Ron provided direct oversight of all Building Safety Services including coordination of all plan review and building inspection services, ensuring timely and responsive services. He worked with building officials for full-service clients to insure timely and efficient services. Ron also managed and provided direct oversight of plan review and inspection services for large, complicated and fast-paced projects on behalf of public agency clients.

Chief Building Official | City of Sacramento | 2003 - 2006

Ron planned, directed, and managed activities for a 120-person building department with oversight responsibilities for construction inspections and plan review of 18,000 permitted projects annually. He planned, organized,



EDUCATION

- Graduate Coursework in Structural & Geotechnical Engineering, California State University, Sacramento
- BS, Civil Engineering, California State University, Chico
- AA, Physical Science, Butte College, Oroville, CA

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-3632
- CA Civil Engineer CE-39404
- NV Structural Engineer SE-019992
- NV Civil Engineer CE-019992
- National Earthquake Hazard Reduction Program Training
- CA Construction Law Training

International Code Council - 801789

- ICC Certified Building Official
- ICC Building Code Specialist
- ICC Building Plans Examiner
- ICC Building Inspector

PROFESSIONAL AFFILIATIONS

- San Joaquin ICC Chapter of Building Officials – Past President
- Napa Solano ICC Chapter Past President
- Sacramento Valley Association of Building Officials – Multiple Term Board of Directors Member
- CALBO Building and Fire Advisory
 Committee Appointed Member
- CALBO Structural Committee Appointed Member



administered, and evaluated staff work. Other duties included report writing and presentations to community groups, city council and professional organizations, and planning and administering a budget of \$13.6 million.

Supervising Engineer | Building Inspection Division | City of Sacramento | 2002 - 2003

Ron supervised plan review, managed plan intake and public counter functions for two regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, and worked with field inspection supervisors and inspectors.

Regional Compliance Officer, Senior Structural Engineer | CA State Office of Statewide Health Planning & Development | 1998 – 2002

Ron supervised regional hospital inspection program coordinating field inspection staff and approval of special inspection issues. He resolved complicated code related inspection issues, and reviewed plans, specifications, and structural calculations for healthcare facilities. Ron consulted with architects and engineers to resolve complex code interpretation issues. He researched and investigated structural adequacy of building materials and manufactured products, and verified proper loads, forces, and materials for the design of buildings and equipment anchorage.

Chief of Facilities Engineering | California National Guard | 1991 - 1998

Ron supervised and planned work for engineering design and project inspection staff, developed scope and budgets for projects, directed preparation of plans from preliminary design through working drawings, coordinated and approved project specifications and cost estimates, negotiated and approved project changes, coordinated inspection activities, resolved inspection disputes, represented National Guard/Military Department at public meetings, conducted plan review for projects designed by consultants, and presented design concepts and final designs.

Associate Structural Engineer | CA State Office of Statewide Health Planning & Development | 1987 - 1991

Ron reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated, and resolved construction conflicts and other administrative duties.

Associate Engineer Architect | Sacramento County Building Department | 1983 - 1987

Ron reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial, and industrial structures, and met with designers to resolve code issues related to commercial and residential structures.

ANDREW BURKE, CASp, ICC CERTIFIED ACCESS SPECIALIST | PLANS EXAMINER

Andrew is a Certified Access Specialist and ICC certified Plans Examiner with more than 17 years of industry experience in plan review, inspection, administration and estimating. Andrew has extensive plan check experience in multi-story mixed use projects and provides in-depth review of accessibility issues to ensure compliance with all California building codes. His CASp certification provides him the ability to ensure all aspects of accessibility have been achieved. His formal training in ICC codes, as well as on-the-job experience, helps him to provide thorough and accurate commercial and residential plan reviews and inspections. Andrew is an excellent asset to any building department both in the office and out in the field.

PROFESSIONAL HISTORY

Plans Examiner | Certified Access Specialist (CASp) | BPR Consulting Group | 2021 - Present

Provides life safety and accessibility plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plans Examiner | Certified Access Specialist (CASp) | Interwest Consulting Group | 2013 – 2021

Provided life safety and accessibility plan reviews for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Building Department Intern | Town of Los Gatos | 2012

Andrew worked as an intern in various areas of a building department. Performed field inspections and worked behind the counter as a permit technician.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - 2021

Life Safety and Accessibility Plans Examiner | Andrew reviewed plans for the campus expansion for compliance California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards, Fire Codes, Green Building Standards Code, and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Sac Republic Soccer Stadium | City of Sacramento | 2019

Accessibility Plans Examiner | Andrew provided plan review for this new 409,664 SF stadium to ensure compliance with applicable accessibility codes and standards.

North 40 | Town of Las Gatos | 2018 - 2019

Accessibility Plans Examiner | Andrew provided accessibility reviews for the new 211,773 SF mixed use building in the North 40 development consisting of residential, parking garage, community room and commercial.



EDUCATION

- Associates in Building Inspection Technology, Butte Community College
- Associates in Mathematics, Butte Community College

CERTIFICATIONS

 Certified Access Specialist – CASp-710

International Code Council, 8250398

- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Permit Technician
- ICC Commercial Building Inspector
- ICC Residential Plans Examiner
- ICC Residential Combination Inspector

Item 4.

InnovAge California PACE | City of Sacramento | 2019

Accessibility Plans Examiner | Andrew provided accessibility plan review services for this new 66,030 SF OSHPD allinclusive elder care facility valued at \$6,250,000.



MARK MEYERS, CBO, ICC PLANS EXAMINER

For 25 years, Mark served as a Building Official, Deputy Building Official, Building Inspector, Plans Examiner and Permit Coordinator for the City and County of Madera and the City of Clovis. He has implemented permit tracking software for multiple jurisdictions, prepared operating budgets and managed all facets of building department activities. He currently serves as an Inspection Manager, supervising inspection and clerical staff, for the UC Merced 2020 Project, helping to design and implement the inspection program to fit the University's evolving needs.

PROFESSIONAL HISTORY

Building Official | Project Manager | BPR Consulting Group | 2021 - Present

Mark provides Building Official services for several Cities and Counties throughout California. In addition, Mark provides supervision for inspection staff and clerical staff for the Cities and Counties where he works. Marks responsibilities also includes meeting with clients to insure that expectations are being met and maintaining client relationships.

Inspection Manager | Consultant | 2016 - 2021

Mark supervised inspection staff and clerical staff for the UC Merced 2020 Project, working with client staff for the design and implementation of the inspection program to fit the changing needs of UC Merced.

Building Official | City of Clovis | 2008 - 2015

Mark supervised 9 staff and was responsible for all building inspections. His duties included supervision and training of office staff and implementing new training programs for building inspectors. Mark designed and implemented a new computerized permit tracking and issuance program for the Planning and Development Services Department. This system included complete integration with the City's well-developed GIS systems. All permit processing was done manually before new permit tracking system was implemented. The program interfaces with the Tax Collector and Assessor's Office. Mark formulated a million-dollar budget and presented it annually. He worked regularly with the Fire, Planning, and Engineering Departments.

Deputy Building Official | City of Clovis | 2006 - 2008

Mark supervised 14 staff responsible for building inspection processes and building permit fee revision. He trained office staff and implemented new training programs for building inspectors. Mark designed and implemented new computerized permit fees to better comply with state laws and to track time for each inspection type.

Permit Coordinator | County of Madera | 2000 - 2006

Mark was responsible for all building inspection processes and coordinating building permit issuance. He performed all the duties of a Building Official, and supervised and trained a staff of 20 employees, as well as implementing new training programs for building inspectors. Mark designed and implemented a new computerized permit tracking and issuance program for the Resource Management Agency. Mark coordinated and supervised the remodel of a 37,000 square foot retail building into an office complex for the Resource Management Agency and moved four



EDUCATION

- BS, Business and General Management, San Francisco State University
- AA, Business Administration, College of San Mateo
- Coursework, Electrical Engineering California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

International Code Council 8005399

- ICC Certified Building Official
- ICC Building Code Specialist
- ICC Plumbing Inspector UPC
- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Plumbing Inspector

departments into one building. Mark's duties allowed him to work regularly with the Environmental Health, Fire, Planning, Engineering and General Services, Public Works, Roads and Transportation Departments.

Building Inspector | Plans Examiner | Acting Chief Building Official | City of Madera | 1991 - 2000

As a building inspector, Mark inspected residential and commercial buildings, and was responsible for enforcing all building codes per State and local codes. As a plans examiner, Mark regularly worked with the planning department. He formulated the budget for the Building Department and regularly presented staff reports to the City Council. He also did preliminary work on designing a computerized tracking program for the issuance of permits for the Building Department. Mark was eventually designated Acting Chief Building Official.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - Present

Inspection Manager | Mark supervised inspection staff and clerical staff for the UC Merced 2020 Project, working with client staff for the design and implementation of the inspection program to fit the changing needs of UC Merced.

Table Mountain Rancheria | Friant, CA | 2018 - Present

Building Official | Mark served as the Building Official for the Table Mountain Casino and Hotel Expansion providing guidance to the Tribe for code alternatives and manages the inspection and plan review team for the project.



MARK BERG, CBO, ICC

CERTIFIED BUILDING OFFICIAL | PLANS EXAMINER | BUILDING INSPECTOR | MASTER CODE PROFESSIONAL

Mark is an ICC Certified Building Official, Plans Examiner, Building Inspector, and Master Code Professional with experience performing life-safety, architectural, mechanical, plumbing, electrical, and structural reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also possesses exceptional skills in complaint resolution, problem solving, damage assessment and team building.



Building Official, Life Safety Plans Examiner | BPR Consulting Group | 2021-Present

Performing comprehensive plan review and inspection services for client agencies. Reviews residential and non-residential plans for compliance with California Building, Life Safety, Fire, Plumbing, Mechanical, Electrical Codes, Energy and Green Standards, local building codes, policies, amendments, and ordinances.

Building Official, Life Safety Plans Examiner | Consulting Firm | 2017-2021

Performed comprehensive plan review and inspection services for residential and commercial projects for client agencies. Projects included residential, multi-family residential, commercial, and industrial projects consisting of tenant improvements and new buildings.

Building Official | City of Redlands | 2015-2017

Supervised staff coordination with cities, agencies and the public on various Technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements.



EDUCATION

- BS, Public Administration, Minor in English, California Baptist University
- AA, Construction Technology, Riverside Community College
- AA, Physical Education, Riverside City College

PROFESSIONAL LICENSES AND CERTIFICATIONS

ICC NO. 859362:

- Master Code Professional
- Electrical Inspector
- Certified Fire Code Official
- Certified Building Official
- Plumbing Inspector UPC
- Mechanical Inspector UMC
- Fire Plans Examiner
- Building Code Official
- Combination Inspector Legacy
- Fire Inspector I
- Fire Inspector II
- Building Inspector
- Residential Combination Inspector
- Building Plans Examiner
- Combination Dwelling Inspector Uniform Codes
- Building Code Specialist
- Fire Code Specialist
- Residential Energy Inspector/Plans Examiner
- Accessibility Inspector/Plans Examiner

Building Inspection Supervisor | City of Rancho Cucamonga | 2010-2015

Supervised and trained building inspection staff, developed inspection related policies and guidelines for the department, conflict resolution and code interpretations.

Building Official | City of Norco | 2006-2011

Supervised staff coordination with cities, agencies and the public on various technical or legal aspects of programs. Performed the most complex and difficult plan checks for both building and fire life safety. Reviewed the new and



Item 4.

existing codes and regulations and recommended revision to current ordinances, policies, and inspection methods to meet new requirements. Investigated violations of building construction codes and determined necessity for issuance of legal complaints.

Building Division Manager | County of Riverside | 2001-2006

Handled difficult public relations problems, directs investigations of complaint or problems, and recommends resolutions. Assisted in arranging and conducting classroom and on-the-job training sessions for the technical personnel and counter staff. Supervised the plan examination process, inspections, documentation activities and the development process.

Plans Examiner-Sr. Building Inspector | City of Temecula | 1991-2001

Oversee the plan examination process, inspections, documentation activities and the development review process. Provided code interpretations and developed technical documents. Performed the most complex building code compliance plan reviews.

PROFESSIONAL AFFILIATIONS

- CALBO Damage Assessment Committee, State Building Codes Committee
- CACEO California Association of Code Enforcement Officers
- CEC California Energy Commission
- ICC Administrative Committee
- NFPA National Fire Prevention Association, Building Systems Committee
- IAPMO Code Interpretation Committees for UPC, UMC
- JAEI Journal of Ancient Egyptian Interconnections
- City of Riverside Parks, Recreation, and Community Services Commission

Tim Scott, CBO, ICC BUILDING OFFICIAL | PLANS EXAMINER | BUILDING INSPECTOR

For the past 20 years Tim as provided building safety services on behalf of Northern California communities. Tim served as the Deputy Building Official, Plans Examiner and Building Inspector for the City of Davis, City of Elk Grove and the County of Sacramento. His experience as a Deputy Building Official exposed him to the many facets of managing a Building Department and allowed him to develop the exceptional organizational and management skills necessary to provide superior services to the communities he serves. Tim's experience includes plan review and inspection for all types and sizes of projects including residential, multi-family, commercial, institutional, and industrial projects. He is familiar with multiple permit tracking software systems utilized by jurisdictions and has managed all facets of building department services. Tim currently utilizes his skills as a Building Official, Plans Examiner and Building Inspector to benefit Northern California communities.



Building Official / Plans Examiner / Building Inspector | BPR Consulting Group | 2021 - Present

Tim provides Building Official, plan review and inspection services to Cities and Counties throughout Northern California. Tim's responsibilities also include meeting with clients to ensure that expectations are being met and maintaining client relationships.

Assistant Chief Building Official / Sr. Plans Examiner | City of Davis | 2008 - 2019

Tim's role included management of the City of Davis's Building Department, supervising inspection and plan review staff. Tim over-saw the plan review department to ensure that plan reviews were being completed in a timely and consistent manner. Tim also coordinated plan reviews performed by outside consultants and provided quality control of the consultants reviews.

Assistant Building Official / Sr. Plans Examiner | Consultant / City of Elk Grove | 2003 – 2008

Tim worked in the City of Elk Grove on a contract basis. Tim's duties included assisting with management of the City's Building Department including management of the City's plan review department to ensure quality and consistency of the plan reviews. Tim began working in the City of Elk Grove early in the City's formation and was instrumental in establishing policies and procedures for the City's new Building Department.



EDUCATION

- Consumnes River College Building Inspection Technology
- Yuba College Course work in Pesticide Applications

CERTIFICATIONS

International Code Council 5087217

- ICC Certified Building Official
- ICC Building Code Specialist B8
- ICC California Building Plans Examiner I6
- ICC California Residential Combination Inspector J5
- ICC California Residential Inspector J1
- ICC California Residential Electrical Inspector J2
- ICC California Residential Plumbing Inspector J3
- ICC California Residential Mechanical Inspector J4
- ICC California Commercial Building Inspector I1
- ICC California Commercial Plumbing Inspector I3
- ICC California Commercial Mechanical Inspector I4
- ICC Accessibility Inspector / Plans Examiner
- ICC Plumbing Inspector P5
- ICC Building Inspector B5
- ICC Building Inspector UBC
- ICC Mechanical Inspector M5
- ICC Mechanical Inspector UMC
- ICC Building Plans Examiner B3
- ICC Plumbing Inspector UPC



106

Plans Examiner / Building Inspector | County of Sacramento | 2000 - 2003

Tim provided plan reviews and building inspection services for the County of Sacramento Building Department. Tim was responsible for a range of projects from small residential remodels to large complex commercial and industrial projects.

General Building Contractor | Self Employed | 1993 - 2000

As a self-employed general contractor Tim was responsible for coordination of all activities associated with a small business including client relations and managing all phases of construction for wood framed residential and commercial projects.

Carpenter / Foreman | Timberline Builders | 1983 - 1993

Tim began working for Timberline Builders as a carpenter and worked his way up to the position of foreman where he supervised a crew of carpenters. Tim was responsible for quality assurance as well as the productivity of the crew.

PROJECT EXPERIENCE

Supervising Plan Examiner / Assistant Building Official | City of Elk Grove | 2003 - 2008

As the Assistant Building Official and Supervising Plans Examiner Tim was instrumental in developing and implementing policies and procedures in the development of the City of Elk Grove's Building Department.

RICHARD MADDOX, ICC ELECTRICAL PLANS EXAMINER

Richard brings over 25 years of experience in all aspects of plan review and building inspections. Richard provides accurate and complete electrical plan reviews of residential and commercial buildings. While working for Clark County, Richard represented his department for multiple years at all electrical industry events such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW. Richard maintains his electrical plan review and inspection skills by regularly participating in industry and code related training and attending electrical safety and electrical industry symposiums

PROFESSIONAL HISTORY

Electrical Plan Review | BPR Consulting Group | 2021 - Present

Richard provides electrical plan reviews for residential and commercial projects for compliance with the California Electrical Code, California Energy Code requirements as well as local codes and ordinances.

Building Inspector and Plans Examiner | Consulting Firm | 2013-2021

Provided electrical plan review and inspections for residential and commercial buildings for compliance with California Electrical Code and Energy Code requirements, local codes, policies, amendments, and ordinances.

Supervising Building Inspector, Electrical Specialist | Clark County, Nevada | 2003-2012

Supervised a staff of 15 inspectors. Assisted customers in addressing problems and concerns with compliance issues on code-related matters. Assisted with plan checking for complex projects and conflict resolution. Participated in budget planning, budget review and long-range planning.

BPR CONSULTING GROUP

EDUCATION

- Victor Valley College Inspection
 Technology Certificate
- Pacesetter Schools Building Inspections Certificate
- Gordon Copper Vocational Technical School

PROFESSIONAL LICENSES AND CERTIFICATIONS

ICC NO. 848507:

- ICC Building Inspector
- ICC Combination Inspector
- ICC Combination Inspector Legacy
- ICC Electrical Inspector
- ICC Mechanical Inspector
- ICC Mechanical Inspector UMC
- ICC Plumbing Inspector
- ICC Plumbing Inspector UPC
- ICC Master Electrician (NV) 000-001221
- OSHA 10 & 30 Training
- ATC 20 Post Disaster Training

Building Inspection Specialist | Clark County, Nevada | 2000-2003

Developed an education program for inspectors. Researched, authored and maintained the department's electrical policies, procedures and inspection technical guidelines. Represented the department to the local utility on all electrical related issues. Represented the department at all electrical industry meetings such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW.

Senior Building Inspector | Clark County, Nevada | 1997-2000

Combination inspection of single family and commercial occupancies for code compliance. Maintained an inspection record in the field and office. Investigated complaints and issuance of enforcement actions. Assisted all customers in addressing problems and concerns on compliance issues on all code-related matters related to active permits.

Combination Inspector | Clark County, Nevada | 1995-1997

Combination inspection of single family and commercial occupancies for code compliance. Maintained an inspection record in the field and office. Investigated complaints and issuance of enforcement actions.



PROFESSIONAL AFFILIATIONS

- International Association of Electrical Inspectors
- 2010 International President
- 2006 Southwestern President

RICK WALTERS, CASp, LEED, CBO, ICC BUILDING OFFICIAL | CERTIFIED ACCESS SPECIALIST | SENIOR INSPECTOR

Rick has over 30 years of experience in the construction industry with over 30 of those years in the Building Inspection industry. Rick has experience as a building official and inspector. He has provided senior inspector services in disaster zones for floods and wildfires which required communication with the National Guard, elected officials and law enforcement. Additionally, Rick is experienced in inspection management, council meetings, planning meetings, city and county design review meetings, field inspections, permit tracking and issuance, record keeping, construction techniques, and office procedures.

Rick has provided inspection services for over 25 different City, County, State and Military installations. He inspected services of a Wildfire Disaster Zone involving over 100 structures and provided Flood Zone inspections for over 1,100 homes. He provided Chief Building Official services to the Cities of Dixon, Calistoga, Yountville, St. Helena, Gridley, Auburn and Woodland.

PROFESSIONAL HISTORY

Chief Building Official | Certified Access Specialist | Senior Inspector / BPR Consulting Group / 2021 - Present

Rick provides Building Official, building inspection, plan review, CASp review and inspection services for several clients in Northern California.

Chief Building Official | Certified Access Specialist | Senior Inspector / Interwest Consulting Group / 2014 - 2021

Performed Building Official, building inspection and plan review services for various Northern California municipalities, as well as providing CASp plan review and inspection services.

Inspection Services / Bureau Veritas | Beale Air Force Base, CA / 2012 - 2014

Rick provides full inspection services for military housing at Beale Air Force Base. Inspections of single family homes and duplexes include foundation, framing, mechanical, plumbing, electrical, and final inspections. Daily and weekly reports are compiled listing any deficiencies or items needing repair/replacement.



CERTIFICATIONS

- IAPMO Certified Plumbing Inspector, 030666
- IAPMO Certified Mechanical Inspector, 090146
- CA LEED Certified, LEED AP BD+C, 10436985
- Certified Access Specialist, CASp-439

International Code Council, 1061008

- ICC Building Code Official
- ICC CA Residential Building,
 Plumbing, Mechanical,
 Combination, Electrical Inspector
- ICC Certified Building Official
- ICC CA Commercial Building, Plumbing, Electrical, Combination, Mechanical Inspector
- ICC Building, Electrical,
 Combination, Mechanical, Plumbing
 Inspector
- ICC CA Combination Inspector
- ICC Mechanical UMC
- ICC Building Plans Examiner
- ICC Plumbing Inspector UPC
- ICC CA Building Plans Examiner
- ICC Combination Inspector Legacy
- ICC Building Code Specialist
- ICC Commercial Combination Inspector

PROFESSIONAL AFFILIATIONS

International Code Council,

Fill-In Building Inspection Services / Bureau Veritas, CA / 2011 - 2012

Rick has provided fill-in building inspection services during staff vacations, sick-time, and periods of high-workload for the Cities of West Sacramento and Napa. He has inspected residential and commercial structures for compliance with all applicable building codes and local ordinances.

Building Inspection Services Manager / City of Woodland, CA / 2008 - 2011

Rick oversaw the inspection program for the City of Woodland. He managed and directed the inspectors on staff as well as performed inspections for residential, commercial, and industrial facilities.



Item 4.

Senior Building Inspector / City of Woodland, CA / 2007 - 2008

As a Senior Building Inspector in the City of Woodland, Rick performed inspections and building plan code compliance reviews for residential, commercial, and industrial projects including hotels, industrial construction and multiple housing tracts. Other job duties included permit tracking and issuance as well as record keeping.

Interim Building Official / City of Woodland, CA / 2006 - 2007

Senior Building Inspector / City of Woodland, CA / 2004 - 2006

Senior Building Inspector / City of Auburn, CA / 2004

Interim Building Official / City of Auburn, CA / 2003 - 2004

Senior Building Inspector II / City of Auburn, CA / 1999 – 2004

Building Inspector II / County of Yuba, CA / 1990 - 1999

Building Inspector I / County of Yuba, CA / 1989 - 1990

BPR 110

STACEY BARKER

PERMIT TECHNICIAN / ADMINISTRATIVE SUPPORT

Stacy is an ICC Certified Permit Technician with six years of experience providing services to multiple Northern California municipal clients. In addition to her technical abilities, Stacy has excellent customer service skills that help her to work well with applicants and City staff. She is efficient in the use of the GreenVue's Digital Permit Suite, Accela Automation, Community Core, as well as other municipal tracking systems.

PROFESSIONAL HISTORY

Permit Technician | BPR Consulting Group | 2021 - Present

Primary responsibilities include providing permit technician services to Norther California municipal clients and customer assistance to the general public. Processes documents and reports and directs them to the appropriate department/person. Stacy facilitates a positive productive working environment and maintains clear communication within the office.



EDUCATION

- Gavilan College, Certificate
- Evergreen Valley College, Certificate

PROFESSIONAL LICENSES AND CERTIFICATIONS

 ICC Certified Permit Technician, 8821141

Inspection Analyst | UC Merced | 2016 - Present

Primary responsibilities included provided administrative support to our consulting staff and customer assistance to the general public. Processed documents and reports and directed them to the appropriate department/person. Stacy has worked on the UC Merced 2020 Project assisting in all facets of permit technician services. Stacy facilitated a positive productive working environment and maintains clear communication within the office.

Permit Technician | City of Foster City | 2015

As a Permit Technician for consulting firms, Stacy received and reviewed building applications from customers; assessed scope of project and relevant permit requirements; educated customers regarding necessary permits and general code compliance of their proposed projects. She verified that projects obtained all necessary approvals; verified professional and contractor licensing; calculated and verified valuations and fees; accepted payments and issued permits as authorized. Stacy maintained records and prepared reports as required. She assisted in completing permit applications by explaining building permit requirements; assisted and advised customers in matters relating to building requirements and status of submitted projects. She tracked plan check applications from submission to approval; routed plan checks to appropriate departments and updated applicants on status of their applications. Stacy also calculated fees for permits; logged inspections request and prepared field files for daily inspections for building inspectors; assisted building inspectors in coordinating inspection requests; and performed clerical duties for the building department. She prepared monthly reports for the Assessor's Office and Construction Monitor and prepared monthly billings.

PROJECT EXPERIENCE

2020 Project Expansion | University of California, Merced | 2016 - 2020

Inspection Analyst | Stacey provided administrative support to our consulting staff and customer assistance to the general public. Processed documents and reports and directed them to the appropriate department/person.





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST COMMUNITY DEVELOPMENT DIRECTOR

RE: PLAN REVIEW SOFTWARE SUBSCRIPTION AGREEMENT

DATE: APRIL 19, 2022

SUMMARY

The Council may consider approving a subscription agreement with Bluebeam, a Nemetschek Company, for a one-year building plan review software subscription software.

DISCUSSION

On November 2, 2021, the Oroville City Council approved the purchase of EnerGov software through Tyler Technologies to enhance the City's services. This purchase includes a component for the Community Development Department for permits, plan review and code enforcement. The software package will also include the Bluebeam plan check software that will streamline the plan review process and reduce paper submissions.

The EnerGov software for Finance is in progress of development and implementation and is anticipated to be completed in spring of 2023. Tyler Technologies will then begin working on the Community Development portion of the software that will go live the end of 2023. In the meantime, staff would like to subscribe to Bluebeam to benefit both developers and contractors as well as giving staff an early start at learning the software prior to implementation.

The annual subscription for the software for 10 users (building, planning and engineering) is \$6,820.00. Once EnerGov is launched, the Bluebeam subscription will be cancelled.

FISCAL IMPACT

Annual contract of \$6,820.00. This cost will be paid out of the Building, Planning, and Engineering Departments software budget.

RECOMMENDATION

Approve the Mayor to sign a contract with Bluebeam, a Nemetschek Company.

ATTACHMENTS

Software quote and agreement

Page 1



Question 1.

Quote #: Q-12096-Generated: 29 Mar 2022 Expires: 28 Apr 2022

Bluebeam, Inc. 443 S. Raymond Ave. Pasadena, California 91105-2630 United States 1-866-496-2140 Contact: mabeyta@bluebeam.com

Bill To:City of Oroville
1735 Montgomery Street
Oroville, CA 95965

tpardee@cityoforoville.org

Ship To:
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
US
tpardee@cityoforoville.org

Terms: Net 30 Currency: USD

Item	Description	Qty	Unit Price	Amount
Revu Standard	Perpetual Software for creating, editing and sharing PDF documents, Standard Edition	10	\$349.00	\$3,490.00
Revu Standard Maintenance Subscription valid for: 29 Mar 2022 - 28 Mar 2023	Annual Subscription for premium support and software upgrades	10	\$99.00	\$990.00
Studio Prime Tier 1 Subscription valid for: 29 Mar 2022 - 28 Mar 2023	Annual subscription, Studio advanced administrative functionality and third party software integrations, 1-100 Users	1	\$2,340.00	\$2,340.00
	not an invol	ce	To To Tay rela is t	ubtotal: \$6,820.00 ptal Tax: \$0.00 ptal: \$6,820.00 x is estimated. If you have any taxated questions or your organization tax exempt, please reach out to us at mpliance@bluebeam.com.



STUDIO PRIME LICENSE AND SUBSCRIPTION AGREEMENT

This Studio Prime License and Subscription Agreement (the "<u>Agreement</u>") is entered into by and between Bluebeam, Inc. ("<u>Bluebeam</u>") and the undersigned ("<u>Licensee</u>") and made effective as of the date signed by Bluebeam below.

1. **DEFINITIONS.**

- a. "<u>Documentation</u>" includes the Studio Terms of Use (www.bluebeam.com/studio/termsofuse), this Agreement, Bluebeam's Privacy Policy (www.bluebeam.com/legal/privacy-policy), and the documentation published by Bluebeam on its website (www.bluebeam.com) with regard to the Studio Prime services.
- b. "<u>Licensed User</u>" means Licensee or any employee, agent or other individual that Licensee has duly authorized to access and use the Software pursuant to the applicable end-user license agreement for the Software.
- c. "Prime Administrator" means one or more persons designated by Licensee to administer Licensee's Studio Prime Account.
- d. "Prime Collaborator" means any Studio User who is invited by a Prime Member to be an Attendee in a Project or Session as such terms are defined in the Studio Terms of Use.
- e. "Prime Member" means a Licensed User who is invited by a Prime Administrator to join Licensee's Studio Prime Account. Upon the Licensed User's acceptance to join a Studio Prime Account, that licensed User's Studio account becomes a managed account under the Studio Prime Account to be managed and controlled by Licensee.
- f. "<u>Prorated Subscription Fees</u>" mean the Subscription Fees in effect on the date the User Level is increased that is prorated over the remainder of the Initial Term or Renewal Term, as applicable.
- g. "Software" means the Revu® software application for editing, managing, marking-up, designing and sharing PDF documents.
- h. "Studio" means a cloud-based collaboration platform accessible via the Software that connects Studio Users and gives them the ability to communicate and markup and review documents in real-time.
- i. "<u>Studio Prime</u>" means the optional, paid subscription service that provides Licensee with advanced administrative functionality and visibility over the Licensed User's Studio usage activity and access to third party application integrations.
- "Studio Prime Account" means the account created for Licensee upon the execution of this Agreement.
- k. "Studio User" means any individual who has established a Bluebeam user account, has agreed to the Studio Terms of Use, and thereafter accesses and uses the Studio services.
- "Subscription Fees" are the annual subscription fees charged by Bluebeam for access and use of Studio Prime.
- m. "User Level" means a combination of Licensee's Prime Administrators and Prime Members.
- 2. LICENSE TO USE STUDIO PRIME. Subject to Licensee's acceptance of and on-going compliance with this Agreement, Bluebeam grants Licensee a limited, non-sublicensable, non-transferable, non-exclusive, revocable right and license to access and use the Studio Prime services during the Initial Term and any applicable Renewal Term in accordance with the Documentation. The Studio Prime services may only be used by Licensee and Licensee's Prime Administrator, Prime Members and Prime Collaborators and only for Licensee's own lawful business purposes.
- 3. **RESERVATION OF RIGHTS.** All right, title, and interest in and to Studio Prime and the related services and Documentation, including, without limitation, all copyrights, patents (whether pending or issued), trade secret rights, trademarks, and other intellectual property, are owned and retained by Bluebeam. All rights not expressly granted or licensed to Licensee herein are reserved.

4. GENERAL TERMS.

- a. <u>Modifications</u>. Bluebeam reserves the right to revise, modify or update Studio Prime from time to time in its sole discretion to add new features or functionality or modify existing features or functionality.
- b. <u>User Level Restrictions</u>. Licensee may only have such number of Prime Administrators and Prime Members access and use Licensee's Studio Prime account that equals the User Level paid for by Licensee. Licensee may increase the User Level at any time upon written notice to Bluebeam and payment of the Prorated Subscription Fees. Licensee may decrease the User Level upon written notice to Bluebeam made at least thirty (30) days prior to each applicable Renewal Date. Any such decrease shall be effective on the Renewal Date for the following Renewal Term.
- c. <u>Prime Administrators</u>. Licensee acknowledges and agrees that Prime Administrator are solely responsible for (a) inviting Studio Users to become Prime Members or Prime Collaborators; (b) managing all Prime Member and Prime Collaborator accounts (including, without limitation, access and permissions to Projects and Sessions for which they are Attendees); (c) assign, create, modify and remove Prime Member and Prime Collaborator permission and restrictions; (d) managing and controlling all content (including, without limitation, Project Files and Sessions Files) created or uploaded into or used in connection with the Studio Prime Account.
- d. <u>Prime Members</u>. Licensee acknowledges and agrees that it shall inform and instruct all Prime Members under Licensee's Studio Prime Account of the following: (a) the Prime Member's Studio account will be under the exclusive control of the Prime Administrator; (b) the Prime Administrator can and will access the account and related content, create and modify permissions related to the account and otherwise monitor the Prime Members usage of the account; and (c) the Prime Member may only have one Studio account, which is the Prime Member account.

5. SUBSCRIPTION FEES AND PAYMENT TERMS.

- a. <u>Subscription Fees</u>. Licensee agrees to pay the Subscription Fees in effect on the Effective Date for the Initial Term. Licensee further agrees to pay the Subscription Fees in effect on each Renewal Date for each applicable Renewal Term unless Licensee has terminated this Agreement pursuant to <u>Section 6</u> below. Provided there is a change in the User Level during the Initial Term or any Renewal Term, Licensee agrees to pay Bluebeam the Prorated Subscription Fees.
- b. <u>Payment Terms</u>. Bluebeam shall invoice Licensee for the Subscription Fees and Prorated Subscription Fees, if applicable, and Licensee agrees to pay all such invoices on Net 30 day terms. Subscription Fees and Prorated Subscription Fees are non-transferable and non-refundable.
- c. <u>Past Due Accounts</u>. Failure to make any payment required hereunder within forty-five (45) days of the Renewal Date will cause this Agreement to terminate without notice and further access to the Studio Prime services will cease.

6. TERM AND TERMINATION.

- a. <u>Term</u>. This Agreement shall commence upon the Effective Date and continue for a period of one (1) year (the "<u>Initial Term</u>"). The Initial Term shall renew for additional periods of one (1) year (each a "<u>Renewal Term</u>") upon Licensee's payment of the Subscription Fees on or before the Renewal Date or according to the terms of the applicable invoice Bluebeam provides to Licensee. Unless otherwise notified in writing at least thirty (30) days prior to each Renewal Date, this Agreement shall renew at the same User Level as the Initial Term or previous Renewal Term as applicable. The Initial Term and all Renewal Terms are collectively referred to herein as the "<u>Term</u>". The "<u>Renewal Date</u>" is the date that is one (1) year following the Effective Date and each annual reoccurrence thereof.
- b. <u>Termination</u>. This Agreement may be terminated (a) by either party providing written notice of termination to the other party at least forty-five (45) days prior to the end of the Initial Term or any applicable Renewal Term; or (b) pursuant to the terms of <u>Section 5.c.</u>; or (c) pursuant to the terms of <u>Section 7</u>.

- c. <u>Effective of Termination</u>. Upon the termination of this Agreement, the license provided herein and Licensee's access and use of the Studio Prime services shall immediately cease.
- 7. **RIGHT TO AUDIT.** Bluebeam reserves the right to periodically conduct audits of Licensee's use of the Studio Prime services to verify compliance with the terms of this Agreement (each an "Audit"). Licensee shall be given no less than ten (10) days prior written notice of Bluebeam's intent to conduct an Audit. Audits will be conducted during Licensee's normal business hours and will occur no more than once in any twelve (12) month period. In the event an Audit shows that Licensee's actual use of the Studio Prime services exceeds the User Level paid for, Bluebeam shall have the right to immediately invoice Licensee for the unauthorized use, including applicable late fees and interest at the legally allowable rate, and the reasonable costs of the Audit. If Licensee fails to pay such invoice on Net 15 day terms, Bluebeam may terminate this Agreement in additional to all other remedies that may be available to it in law or in equity.

8. DISCLAIMERS OF WARRANTY; LIMITATION OF LIABILITY.

- a. <u>DISCLAIMER OF WARRANTIES</u>. STUDIO AND STUDIO PRIME ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER. BLUEBEAM DOES NOT WARRANT THAT THE FEATURES AND FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BLUEBEAM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT BLUEBEAM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.
- b. <u>LIMITATION OF LIABILITY</u>. OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSEE OR BLUEBEAM BE LIABLE FOR ANY LIABILITY, LOST REVENUES, LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER OR HOWEVER CAUSED ARISING OUT OF OR IN ANY WAY RELATED TO THESE SERVICES WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. **CONFIDENTIALITY**. This Agreement and the terms and conditions contained herein are strictly confidential and shall not be disclosed to any person, entity or third party except (a) as may be necessary to comply with applicable law or to confer with a financial, tax or legal advisor with regard to the subject matter of this Agreement, or (b) to either party's employees who have a legitimate need-to-know and who agree to uphold the confidentiality obligations set forth herein.
- 10. **GOVERNING LAW AND ARBITRATION**. This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding California's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California, excluding California's choice-of-law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any controversy or claim, whether in law or in equity, arising out of or relating to this EULA, or the breach thereof, shall be settled by arbitration in Los Angeles County administered by JAMS in accordance with its Streamlined Arbitration Rules & Procedures, and judgment on the award rendered by the arbitrator(s) is final and not appealable and may be entered in any court having jurisdiction thereof.
- 11. **CONTROLLING LANGUAGE**. This Agreement has been prepared in the English language and the English language shall control its interpretation. All notices to be provided by either party hereto shall be in the English language. In the event of any conflict between the English language version and any translation of this EULA that may be provided for convenience only, the English language meaning shall control.

12. **Notices**. Any notice or other communications required by this Agreement shall be in writing and sent as follows: If to Licensee to the Prime Administrator via email.

If to Bluebeam via email to legal@bluebeam.com.

Notices will be considered given and received the date an email is sent unless the actual date sent is not a business day (based on the recipient's time zone) then the next business day in the jurisdiction in which the recipient is located shall be considered the date of delivery.

13. **No Assignment**. This Agreement may not be transferred or assigned, voluntarily, by operation of law or otherwise, without Bluebeam's express written consent which may be withheld, delayed or conditioned in the sole discretion of Bluebeam. Provided Bluebeam grants such consent, this Agreement shall be binding upon the assignee in the same manner that it is binding upon Licensee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective authorized representatives.

For and on behalf of Licensee:	
Licensee's Address:	
Signed:	
Print Name:	Title:
Date Signed:	Telephone:
Email:	
Licensee is required to name a Studio Us Prime license will be established. It can be Name: Telephone: Studio User ID:	
For and on behalf of Bluebeam, Inc. A Delaware corporation located at 443 S	S. Raymond Avenue, Pasadena, California 91105 USA
Signed:	
Print Name:	Title:
Date Signed:	Telephone:



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: AUTHORIZATION TO AWARD CONTRACT FOR TREE PRUNING

SERVICE

DATE: APRIL 19, 2022

SUMMARY

The Council may award a contract for tree pruning services within the City's public right of way to P31 Enterprises, Inc. in an amount not to exceed \$1,595.00 per day or \$120,000.00 annually.

DISCUSSION

The City of Oroville has been contracting with qualified tree trimmers for two years now. The RFP and tree pruning services provided relief to the Parks and Trees Department while eliminating many safety issues within the Cities tree inventory. The City Arborist reviewed all work performed over the last two years and is satisfied with the work the completed work to date.

Staff published a Request for Proposal on March 7, 2021 with a Mandatory Walk Though on March 21, 2022 at 9:00am at City Hall. Four (4) bids was received by the closing date of April 7, 2022 for the public bid process. The bids ranged from a high bid of \$3,525.00 per day to a low of \$1,595.00 per day. See attached bid opening sheet for a list of all bids.

The low bidder is P31 Enterprises, Inc. at \$1,595.00 per day.

FISCAL IMPACT

The funds in the amount of \$120,000 are budgeted in 2021/2022 Parks & Trees Operations Account No. 3112-6360 – Outside Services.

RECOMMENDATION

Authorize Staff to award the bid and sign a contract for tree pruning services within the City's public right of way to P31 Enterprises, Inc.

Page 1

119

ATTACHMENTS

- 1. Bid Summary / Opening date
- 2. Submitted Bid form
- 3. Agreement



CITY OF OROVILLE

1735 MONTGOMERY STREET OROVILLE, CALIFORNIA 95965 (530) 538-2401

PARKS AND TREES

PROPOSAL

FOR

TREE PRUNING SERVICES

Bid Submission and Opening Date: April 07, 2022, at 2:00 PM

CITY OF OROVILLE

PUBLIC NOTICE

Sealed Proposal for the following are being accepted:

Tree Trimming Services

at the City Hall, 1735 Montgomery Street, Oroville, CA 95965 until April 07, 2022, 2:00 P.M., at which time they will be publicly opened and read.

A mandatory "Walk Through" of the project with a detailed explanation of expected level of services and specific criteria will be conducted on March 21, 2022 at 9am at 1735 Montgomery Street, City Council Chambers.

Bid specifications including bid proposal forms are available at City Hall - 1735 Montgomery Street, Oroville, CA 95965. Any questions should be directed to Wade Atteberry at (530) 693-0396.

BID FORM

Tree Trimming Services

TOTAL COST FOR SERVICES PER DAY	\$ <u>1,595</u>	00		
All-inclusive Total Cost for Services				
(This entry must be written out)				

The undersigned has checked carefully all the above figures and understands that the City Council shall not be responsible for any error or omissions on the part of the undersigned in making up this bid.

In case of a discrepancy between words and figures, the words shall prevail.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, form or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The City reserves the right to reject any or all bids. The City reserves the right to delete or award all or part of the bid.

It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

		P31 Enterprises, Inc.		
		Company Name		
4/6/22	530-370-1209	Lori Curtis		
Date	Area Code/Phone	Print Name		
		Signature		

SPECIFICATIONS For Tree Trimming Services City Street Trees and Public right of way Trees

SCOPE:

- A. The "City Representative" shall refer to the City's Parks and Trees Supervisor, or his or her designee. The terms "Contract" shall refer to the contract entered between City and the selected Contractor.
- B. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.
- C. Contractor's employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor's equipment and vehicles shall also be professional in appearance and be well maintained for safe operation.
- D. In order to submit a bid for Routine Work, the Contractor must have a maintenance yard in the Oroville Area, Shall have a Certified Arborist on Staff and have Ariel trucks in their work fleet
- E. Scheduled operations for residential zones shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 8:00 AM or after 5:00 PM. Work along major arterial streets may be subject to additional time restrictions
- F. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

- G. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.
- Η. The Contractor will be permitted to reduce traffic to one through lane except on arterial or collector streets. On arterial or collector streets, the Contractor shall maintain traffic as directed by the City Representative. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CAMUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative. It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades. Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made.
- I. Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.
- J. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be

made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

- K. Contractor shall invoice the City monthly in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:
- 1. Date of work performed
- Description of work performed
- 3. Tree location (street address and side)
- 4. Tree condition
- L. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.
- If City gives reasonable notice to Contractor, City may propose in writing M. changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City

shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

- N. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.
- O. Routine work shall be scheduled with the City Representative and must be performed within the prescribed amount of time. It will be necessary to perform some of the assignments on weekends (Saturdays and Sundays) or during nighttime hours due to the location of the work to be performed. The necessity of this will be determined by the City Representative. Compensation for work completed on a weekend or at night will be in accordance with the State of California labor codes and based on normal working hour rates
- P. The Contractor shall have experience conducting routine and emergency tree services over the past five (5) years and shall be duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
- 1. Demonstrated knowledge of tree care and related operations.
- 2. Current licenses for operation of equipment utilized by such employee.
- 3. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
- 4. Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities. The City has the right to determine crew size for all City tree work assignments.
- Q. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on it. The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the

contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of the Contract.

- R. For all Routine Work the Contractor shall, with City approval, aggregate or collect tree work that needs to be performed so that work is performed on a reasonable number of trees on the same day (a standard work day is considered at least 8 hours of field work) to maximize efficiency. All scheduled work shall be preapproved by the City Representative. The City intends to only schedule routine maintenance when the tree contractor crew can fill up a standard work day
- S. Tree Trimming and Pruning Standards:

Trimming and pruning operations shall be coordinated with the City Representative and meet the most current editions of the following benchmark standards:

- American National Standards Institute (ANSI) A300 Pruning Standards
- ANSI Z133.1 Safety Standards
- ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- · Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations. Up to 30% crown removal may be accepted for Ulmus parvifolia or other special species after consultation with the City Arborist. Standard 3: Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as elms (Ulmus spp.). Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of

pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only under the supervision of the City Arborist.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- · Sidewalk- not less than 7' from sidewalk surfaces
- Building- not less than 8' from vertical building surfaces
- · Roofs and street lights- not less than 10' from building roof surfaces or street lamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires

Standard 7: Wildlife Protection: Prior to the commencement of any work near any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. If wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

Т. Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Representative various methods, tools, and work scheduling to be used on the project(s). Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor while trimming shall be reported to the City Representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks. Limbs over one inch in diameter shall be precut to prevent splitting or ripping bark. Removal from a tree of branches three and one-half inches (3.5") or larger in diameter shall be lowered by proper ropes to the ground. Potentially damaging limbs that can damage property must be rope lowered. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Representative. All debris resulting from tree pruning operations shall be removed from the work site daily. A work zone shall be established and maintained for each tree trimming or other operation. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear. The Contractor agrees to provide

the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of the Contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

U. Types of Tree Work

a. Pruning

i. Pruning for Structure:

Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified. Structural pruning is also the foundation for the following pruning types.

ii. Pruning to Raise:

Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown ratio should be no less than 66% when raising is completed and some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6. iii. Pruning to Clean:

Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches 1/2" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping branches of too foliage at the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified.

iv. Pruning to Reduce:

Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation form buildings, structures or utilities. Crown reduction should be accomplished with reduction cuts, not heading cuts. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites

v. Pruning to Restore:

Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified vi. Grid Pruning:

- A Consists of pruning 7 or more trees located at the same or at consecutive street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.
- B Stump Grinding and Tree Removal Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.
- b. The Contractor shall comply with all general standards described herein.
- i. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein
- ii. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact USA at least 2 working days prior to stump grinding. The Contractor is hereby made aware that many trees in the downtown area are located adjacent to street lighting or other utilities within, which are within 12" of finished grade.
- iii. The Contractor shall notify the City Representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
- iv. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
- v. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
- vi. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
- vii. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In

addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

- viii. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged. c. Clean up and Debris Disposal
- i. Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.
- ii. Wood waste generated from tree removals shall be chipped. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City Representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced because of the Contractor's operations under the Contract will be reduced, reused, recycled, and/or transformed.

V. Non-City Maintained Trees

The Contractor shall NOT perform any work on non-City maintained trees without the direction from the City Representative. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

X. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for Routine Tree Services. The required insurance certificates must comply with all requirements described in and must be provided with the Contract. The City will award one contract for Routine Work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

P31 Enterprises, Inc.

Name of Company or Business

Lori Curtis		
Printed Name of Signatory		
Lori Cents	4/6/22	
Signature	Date	

CITY OF OROVILLE BID SUMMARY

PROJECT: TREE PRUNING SERVICES

OPENING DATE: 04/07/2022

TIME: 2:00 p.m.

City Hall, Front Lobby 1735 Montgomery Street Oroville, CA 95965

ATTENDANCE FOR BID OPENING: Cecilia Carmona and Noelle Snow

Bidder Name/Address and Phone	Base Bid Amount	Additive Alternatives	Total Base Bid + Additive Alternatives
P31 Enterprises, Inc	1,595.00 perd		
	i,s is pera	ag.	
A-1 Tree Service	3525.**		
Atlas	2084.00		-,
West Coast Auborist	2,000		
			a

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of April 19, 2022, by and between the City of Oroville, a municipal corporation ("City") and **P31 Enterprises, Inc**. Tree Service ("Contractor").

RECITALS

- A. The Contractor is specially trained, licensed, experienced and competent to provide tree trimming services to the City of Oroville as required by this Agreement.
- B. The Contractor 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.
- B. City desires to retain the Contractor to render the professional services as set forth in this Agreement.

AGREEMENT

- Scope of Services. The Contractor shall furnish the following services in a
 professional manner. Contractor shall perform the scope of services described in
 Exhibit "A", which is attached hereto and incorporated herein by reference.
- Time of Performance. The services of Contractor are to commence upon execution
 of this Agreement and shall continue until the funds are exhausted, unless
 subsequently amended by the parties, or until cancelled by either party.
- 3. <u>Compensation</u>. Compensation to be paid to Contractor shall be in accordance with the Daily Cost Estimate described in Exhibit "A", which is attached hereto and incorporated herein by reference. In no event shall Contractor's total compensation exceed the amount of One Hundred and Twenty Thousand Dollars (\$120,000). Payment by City under this Agreement shall not be deemed a waiver of defects

- in Contractor's services, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Contractor shall submit monthly billing to City describing the work performed during the preceding month. Contractor'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 Contractor no later than 30 days after approval of the monthly invoice by City staff and upon receipt of funds through the funding agreement as outlined in Paragraph 3.
- 5. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
- 6. <u>Termination</u>. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Contractor's Books and Records

a. Contractor 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 Contractor under this Agreement.

- b. Contractor 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 the 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 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor'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 Contractor'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 documents be maintained by City Hall.
- 8. Independent Contractor. It is understood that Contractor, 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. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights.
- 9. <u>Interest of Contractor</u>. Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any

00070616.1

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 Contractor's services hereunder. Contractor 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. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- 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).)
- 10. <u>Professional Ability of Contractor</u>. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Contractor 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 Contractor's field of expertise.
- 11. <u>Compliance with Laws</u>. Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders.
- 12. <u>Licenses</u>. Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are

00070616.1

legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.

- 13. <u>Indemnity</u>. To the maximum extent available by law, Contractor 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, including Prevailing Wage requirements.
- 14. California Labor Code. Requirements. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Services herein are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, therefore, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. It shall be mandatory upon the Contractor and all subcontractors to comply with all

California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

The Services herein are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

- 15. <u>Verification of Employment Eligibility</u>. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and subsubcontractors to comply with the same.
- 16. <u>Insurance Requirements</u>. Contractor, at Contractor'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 "B" attached hereto.
- 17. <u>Notices</u>. 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.

00070616.1

If to City: Director of Community Development

City of Oroville

1735 Montgomery Street

Oroville, CA 95965

If to Contractor: P31 Enterprises, Inc.

4288 State Highway 70 Oroville, CA 95965

18. <u>Entire Agreement.</u> This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

- Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
- 20. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the City. Contractor 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, Contractor 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.

00070616.1

Page 7 of 10

- 21. <u>Waiver.</u> 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.
- 22. <u>Severability.</u> 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.
- 23. <u>Controlling Law Venue</u>. 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.
- 24. <u>Litigation Expenses and Attorneys' Fees</u>. 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.
- 25. <u>Execution</u>. 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.
- 26. <u>Authority to Enter Agreement</u>. Contractor 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.

- 27. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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.
- 28. Equal Opportunity Employment. Contractor represents that is and 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.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF OROVILLE	P31 Enterprises, Inc.
	D.
	By:
	Title:
APPROVED AS TO FORM:	Business License No.:
By: Scott E. Huber, City Attorney	Tax ID No.:
ATTEST:	
By:	
ATTACHMENTS:	

Scope of Services and Cost Estimate

00070616.1

Exhibit A

Page 10 of 10 144

SPECI FICATIONS

For

Tree Trimming Services

Foi

City Street Trees and Public right of way Trees

SCOPE:

- A. The "City Representative" shall refer to the City's Parks and Trees Supervisor, or his or her designee. The terms "Contract" shall refer to the contract entered between City and the selected Contractor.
- B. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.
- C. Contractor's employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor's equipment and vehicles shall also be professional in appearance and be well maintained for safe operation.
- D. In order to submit a bid for Routine Work, the Contractor must have a maintenance yard in the Oroville Area, Shall have a Certified Arborist on Staff and have Ariel trucks in their work fleet
- E. Scheduled operations for residential zones shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 8:00 AM or after 5:00 PM. Work along major arterial streets may be subject to additional time restrictions
- F. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

- G. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.
- H. The Contractor will be permitted to reduce traffic to one through lane except on arterial or collector streets. On arterial or collector streets, the Contractor shall maintain traffic as directed by the City Representative. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CAMUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative. It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades. Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made.
- I. Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.
- J. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be

made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

- K. Contractor shall invoice the City monthly in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:
- 1. Date of work performed
- Description of work performed
- 3. Tree location (street address and side)
- Tree condition
- L. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.
- M. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City

shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

- N. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.
- 0. Routine work shall be scheduled with the City Representative and must be performed within the prescribed amount of time. It will be necessary to perform some of the assignments on weekends (Saturdays and Sundays) or during nighttime hours due to the location of the work to be performed. The necessity of this will be determined by the City Representative. Compensation for work completed on a weekend or at night will be in accordance with the State of California labor codes and based on normal working hour rates
- P. The Contractor shall have experience conducting routine and emergency tree services over the past five (5) years and shall be duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
- 1. Demonstrated knowledge of tree care and related operations.
- 2. Current licenses for operation of equipment utilized by such employee.
- 3. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
- 4. Mechanical ability to make required operator adjustments to the equipment being used.
- 5. Knowledge of safety regulations as they relate to tree care and traffic control.
- 6. At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities. The City has the right to determine crew size for all City tree work assignments.
- Q. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on it. The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the

contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of the Contract.

- R. For all Routine Work the Contractor shall, with City approval, aggregate or collect tree work that needs to be performed so that work is performed on a reasonable number of trees on the same day (a standard work day is considered at least 8 hours of field work) to maximize efficiency. All scheduled work shall be preapproved by the City Representative. The City intends to only schedule routine maintenance when the tree contractor crew can fill up a standard work day
- S. Tree Trimming and Pruning Standards: Trimming and pruning operations shall be coordinated with the City Representative and meet the most current editions of the following benchmark standards:
 - American National Standards Institute (ANSI) A300 Pruning Standards
 - ANSI Z133.1 Safety Standards
 - ISA Best Management Practices: Tree Pruning

 To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:
 - Improve structural strength and reduce failure potential
 - Provide clearance for pedestrians, vehicles, structures and low voltage utilities
 - Improve safety and security for residents and visitors
 - Repair structural damage from wind loading
 - Improve aesthetic characteristics
 - · Reduce maintenance costs
 - Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations. Up to 30% crown removal may be accepted for Ulmus parvifolia or other special species after consultation with the City Arborist.

Standard 3: Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as elms (Ulmus spp.). Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of

pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only under the supervision of the City Arborist.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 7' from sidewalk surfaces
- Building- not less than 8' from vertical building surfaces
- Roofs and street lights- not less than 10' from building roof surfaces or street lamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires

Standard 7: Wildlife Protection: Prior to the commencement of any work near any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. If wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

Τ. Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Representative various methods, tools, and work scheduling to be used on the project(s). Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor while trimming shall be reported to the City Representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks. Limbs over one inch in diameter shall be precut to prevent splitting or ripping bark. Removal from a tree of branches three and one-half inches (3.5") or larger in diameter shall be lowered by proper ropes to the ground. Potentially damaging limbs that can damage property must be rope lowered. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Representative. All debris resulting from tree pruning operations shall be removed from the work site daily. A work zone shall be established and maintained for each tree trimming or other operation. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear. The Contractor agrees to provide

the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of the Contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

U. Types of Tree Work

a. Pruning

i. Pruning for Structure:

Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed -up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified. Structural pruning is also the foundation for the following pruning types.

ii. Pruning to Raise:

Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown ratio should be no less than 66% when raising is completed and some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6. iii. Pruning to Clean:

Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches 112" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping branches of too foliage at the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified.

iv. Pruning to Reduce:

Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation form buildings, structures or utilities. Crown reduction should be accomplished with reduction cuts, not heading cuts. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites

v. Pruning to Restore:

Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified vi. Grid Pruning:

- A Consists of pruning 7 or more trees located at the same or at consecutive street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.
- B Stump Grinding and Tree Removal Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.
- b. The Contractor shall comply with all general standards described herein.
- i. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein
- ii. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact USA at least 2 working days prior to stump grinding. The Contractor is hereby made aware that many trees in the downtown area are located adjacent to street lighting or other utilities within, which are within 12" of finished grade.
- iii. The Contractor shall notify the City Representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
- iv. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
- v. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
- vi. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal). vii. While loading and handling debris, the Contractor shall maintain control at all
- times so as not to result in damage to the public rights of way or private property. In

addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

- viii. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.
- c. Clean up and Debris Disposal
- i. Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.
- ii. Wood waste generated from tree removals shall be chipped. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of

the City Representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced because of the Contractor's operations under the Contract will be reduced, reused, recycled, and/or transformed.

V. Non-City Maintained Trees

The Contractor shall NOT perform any work on non-City maintained trees without the direction from the City Representative. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

X. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for Routine Tree Services. The required insurance certificates must comply with all requirements described in and must be provided with the Contract. The City will award one contract for Routine Work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract. This contract shall consist of the following coverages:

- 1. Worker's Compensation and Employer's Liability Insurance;
- 2. Commercial General Liability Insurance in an amount of at least \$2,000,000 per occurrence;
- 3. Automobile Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles in an amount of at least \$1,000,000 per occurrence

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

P31 Enterprises, Inc.	
Name of Company or Business	
Printed Name of Signatory	
Signature	 Date



CITY OF OROVILLE STAFF REPORT

TO: OROVILLE CITY COUNCIL

FROM: DAWN NEVERS, ASST. COMMUNITY DVELOPMENT DIRECTOR

RE: CONSIDER AND APPROVE A JOB DESCRIPTION FOR AN

ENGINEERING INTERN AND AUTHORIZE HIRING FOR THE POSITION

DATE: APRIL 19, 2022

SUMMARY

The City Council will consider and adopt a job description for an Engineering Intern and authorize staff to hire for the position.

DISCUSSION

The City Council will consider the adoption of the attached Engineering Intern job description and authorize staff to hire for the position.

The engineering staff would like to hire an engineering intern to help with the processing of engineering activities to include supporting the front counter in reviewing permit applications, drafting standard permit letters, archiving engineering documents, etc. The intern would work approximately 24 hours per week and earn \$20/hr. in addition to enrolling the position in PERS.

FISCAL IMPACT

Not to exceed \$26,880.00. Appropriations are budgeted in the Engineering Department Fund 2901-5110, total available \$30,000.00.

RECOMMENDATION

Approve the attached job descriptions for Engineering Intern and authorize staff to hire for the position.

ATTACHMENTS

Engineering Intern Job Description

ENGINEERING INTERN

DEFINITION

The Engineering intern is a student at a local college or high school or a recent graduate who is interested in learning about City Engineering and how local Government works. Under supervision, performs a variety of routine and repetitive tasks while assisting others in the performance of drafting, office, and field survey work and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Engineer or his/her designee.

DISTINGUISHING CHARACTERISTICS

This is the trainee level for engineering employees who may not have developed specific office or field skills and who have no previous experience. Employees in this class normally work under close supervision, assisting other engineering employees in a variety of simple office and field tasks according to established procedures. Work is generally observed during its performance and reviewed upon completion. Engineering Aides are normally considered to be in a training status and as levels of experience and skill increase, more complex duties may be assigned.

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

Assist in maintaining map records files of properties, utilities, and improvements;

Assists in field site checks, surveying areas, collection of traffic data and other basic field work as required;

Assists in preparation of graphs, charts, maps, plans and other drawings;

Assists in preparing, reviewing, and maintaining maps, construction drawings, legal descriptions, and various other engineering documents and records;

Prepare correspondence and forms relating to the work;

Assists in preparing, reviewing, and processing permit applications for Public Works projects;

Performs general clerical work as assigned, including but not limited to assisting customers, researching files, copying, and filing documents, entering computer data, sending and receiving faxes, answering the telephone, etc.;

Operates a motor vehicle and a variety of office and specialized equipment, including a computer, copier, telephone, engineering calculator, standard drafting tools, surveying equipment, fax machine and two-way radio and GPS;

Assists in receiving, investigating, and responding to public inquiries, requests for assistance and complaints regarding engineering projects; provides technical assistance to the public, contractors, developers, property owners and other City staff;

Completes special projects as assigned

MINIMUM QUALIFICATIONS

Entry Level Knowledge of:

Pertinent federal, state, and local laws, regulations, standards, codes, and ordinances. Principles and practices of civil engineering and surveying as applied to municipal public works projects

Modern methods and techniques used in the design, construction, and maintenance of public works improvements

Basic mathematics, algebra, geometry, trigonometry, calculus, statistics, economics physics, chemistry, biology, environmental science, geology, soils/geotechnical engineering, mechanics of materials, structural analysis/design, hydrology, hydraulics, traffic/transportation engineering, surveying, and drafting

Proper use of manual and computer-aided drafting methods and equipment including the use of AutoCAD software

Research/analysis methods and sources of information related to public works engineering

Modern office practices and technology, including the use of computers for word and data processing, computer-aided design, and spreadsheet applications

Methods of letter writing and report preparation

English usage, spelling, grammar, and punctuation

Safe work practices

Entry Level Ability to:

Read, learn, understand, interpret, and apply department policies and procedures, and pertinent federal, state, and local laws, codes, ordinances, rules, regulations, and standards pertaining to department operations

Compile information from site checks, field notes and photos from which to prepare engineering documents

Prepare accurate engineering drawings, plans, maps, and other documents using manual and computer-aided methods

Read, interpret, and understand complex plans, specifications, and blueprints

Conduct necessary engineering research/analysis and prepare technical reports

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations, and standard engineering practices

Establish and maintain accurate and complete files and records

Understand and follow oral and written instructions independently

Perform required mathematical and engineering computations with accuracy

Communicate clearly and concisely, both orally and in writing

Safely operate basic office equipment and engineering tools

Establish and maintain effective working relationships with those contacted in the course of work

Represent the City effectively in meetings with others

Interpret departmental projects and programs to the public

Education/Experience:

Any combination of education and experience that could likely provide the required entry level knowledge and abilities

Additional Requirements:

Possession and maintenance of a valid California Class C Driver License

Engineer-in-Training Certificate desired.

TYPICAL WORKING CONDITIONS

Work typically is performed in a normal office environment. Occasionally work is performed outdoors, possibly exposing employee to traffic and construction hazards,

adverse weather conditions, wetness and humidity, above-average noise, air contaminants, fumes, and dust.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office and field inspection duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

CONNOR MUSLER, ASSISTANT PLANNER

RE: FIRST READING OF AN ORDINANCE RELATED TO ZONING

CODE AMENDMENT ZC21-06, PROPOSED REVISION OF

OROVILLE MUNICIPAL CODE SECTION 17.12.020 RELATING TO

FENCE, WALLS AND SCREENING STANDARDS

DATE: APRIL 19, 2022

SUMMARY

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

DISCUSSION

The City's current Fence, Walls and Screening regulations, found in Oroville Municipal Code (OMC) Section 17.12.020, outlines the requirements for the placement, height, and design of fences within the City's zoning districts. When reviewing this code section, staff realized that there were inconsistencies with other sections of the municipal code; necessary changes to protect the general health, safety, and public welfare of the city; and room to provide greater clarity on fence placement and height.

Some key changes to note include:

Removed Inconsistencies with the Adopted Building Code: The City's building code allows fences up to 7 feet in height without a building permit. Anything constructed in excess of 7 feet requires an applicant to apply for and receive a building permit. However, the City's fence ordinance states that the height of any fence or wall in residential districts shall not exceed 6 feet and in public areas anything over 6 feet is subject to development review. In order to maintain consistency with our adopted building code, staff have made 7 feet the maximum allowed height for fences without a building permit

<u>Changes for Public Safety:</u> The City's fence ordinance as adopted allows a solid fence up to 6 feet tall in the front yard, provided that it is set back at least 5 feet from the property line and the setback area landscaped. This type of fencing in the front yard is discouraged by the City's adopted Design Guidelines, which can result in properties being surrounded by a tall solid fence. Properties surrounded by tall solid fencing creates a potential public safety issue for first responders who cannot see who or what may be behind the fence or a clear way to access the property.

To address this, staff revised the maximum allowed height in the front setback area to be 42 inches (3.5 ft). If a property owner wishes to construct a fence over 42 inches, the fence must be constructed outside of the required front yard setback specific to the underlying zoning district, or at the point equal to the primary building's front façade, whichever is less. At the October 28, 2021 Planning Commission meeting, the Commission recommended that the maximum allowed height anywhere in the front yard of a property within the Downtown Historic Overlay (DH-O) be 42 inches. This change is highlighted in red in the draft code.

Fence Placement and Height: The fence ordinance can be difficult to understand for some due to the various height, placement, and design restrictions associated with fencing. To provide greater clarity to homeowners, developers, and other individuals, staff have included a maximum height table in the new code and created a fence placement diagram detailing standard scenarios of where fences can and cannot be placed.

On October 28, 2021, the Planning Commission conducted a public hearing to consider the proposed amendments and adopted Resolution P2021-19 to recommend to City Council adoption of the proposed Ordinance. Following the October 28, 2021 Planning Commission meeting, staff returned to the Planning Commission on January 27, 2022 to again discuss the draft changes to the fence ordinance. At that meeting, the Commission discussed further changes to the code relating to fences within the sight distance area and the review authority for fences around historic areas, parks, and museums. The changes proposed following the January 27, 2022 meeting are highlighted in green in the draft code and detailed as follows.

<u>Sight Distance Area:</u> The sight distance area is the area at the corner of intersections that has been determined within the City's adopted engineering standards as necessary to remain free and clear of obstructions so as to not obstruct the view of drivers, pedestrians, and cyclists at intersections. The City's current fence ordinance allows fences within the sight distance area, provided that they do not exceed 30 inches (2.5 ft) in height. At the January 27, 2022 Planning Commission meeting, there was some discussion among

commissioners about allowing an increased fence height within the sight distance area. Staff reviewed other jurisdictions regulations and found a wide variety of how fences are regulated within the sight distance area. Some cities prohibit any type of fence within the sight distance area, others allow fences up to 3 ft in height, some have a transparency requirement to maintain visibility, while others require a permit to construct fences within the sight distance area.

Based on Staff's research of other jurisdiction's regulations, the draft change would allow fences up to 42 inches within the sight distance area, provided that the fence is no more than 50% solid to maintain intersection visibility. Any fence over 30 inches, to a maximum of 42 inches within the sight distance area will require the submittal of a development review permit for review administratively by the Planning Division to ensure that the transparency requirement is met and that the increased height will not create a danger to public health, safety, and general welfare.

Historic Areas, Parks, and Museums: Currently, city code requires any fence proposed for installation around public areas exceeding 6 feet to be subject to development review. The Commission discussed their desire to differentiate the review authority for public areas and sites considered to be historic or contain museums. The draft change would include the Planning Commission, acting as the Historic Advisory Commission, in the review process for fences exceeding 7 feet in height around historic areas, designated landmarks, museums, and parks within the DH-O. The Planning Commission's action shall only be advisory for fences requiring the approval of the City Council.

FISCAL IMPACT

None

RECOMMENDATION

1. Waive first reading and approve by title only Ordinance No. 1860 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

ATTACHMENTS

- Ordinance No. 1860
- 2. Draft Fence Ordinance
- 3. October 28, 2021 Planning Commission Package.
- 4. January 27, 2022 Planning Commission Package and Presentation

CITY OF OROVILLE ORDINANCE NO. XXXX

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

WHEREAS, the City of Oroville has prepared an Ordinance to amend Section 17.12.020 of the Oroville Municipal Code (OMC) relating to regulations of fences, walls, and screening; and

WHEREAS, the Oroville Planning Commission reviewed the proposed amendments at their regular meeting on October 28th, 2021 and again on January 27th, 2022 and recommends that the City Council adopt the proposed changes to Section 17.12.020; and

WHEREAS, the City Council finds and declares that the proposed modifications to the fence, walls and screening standards include changes necessary to protect the general health, safety, and public welfare of the city; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and the City's Design Guidelines; and

WHEREAS, adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that enactment of the Ordinance alone has the potential to cause a significant effect on the environment.

NOW, THERFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings.

The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporate them herein as findings.

Section 2: Amendment to Section 17.12.020 of the Oroville Municipal Code.

Oroville Zoning Code Section 17.12.020 is hereby amended to read as follows:

17.12.020 Fences, walls and screening

- A. Applicability. No fence shall hereafter be erected, constructed, altered or maintained except as provided by this section. The requirements of this section shall apply to all fences and walls in all districts, excluding the walls of any building, and shall apply regardless of the construction material used.
- B. **Sight Distance Area.** No fence shall obstruct the required sight distance area for an intersection as shown in Figure 17.12.020-1. Fences may be erected up to 42 inches in height within the sight distance area provided that the fence is an open fence that is no more than 50% solid. Fences over 30 inches in height, to a maximum height of 42 inches, within the sight distance area shall require administrative review and approval by the Planning Division through a development review permit to confirm the open fence requirement is met and that the increased height does not create a danger to public health, safety, and general welfare.

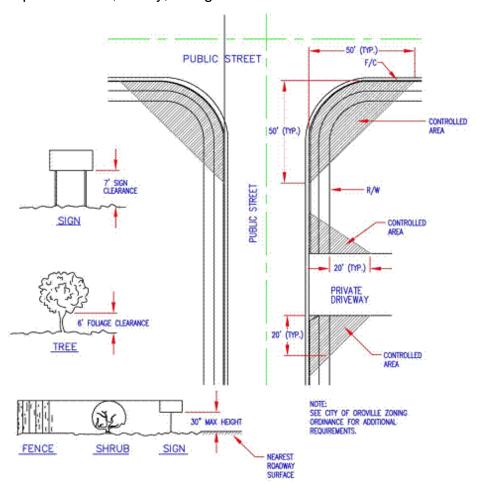


Figure 17.12.020-1: Sight Distance Area

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.

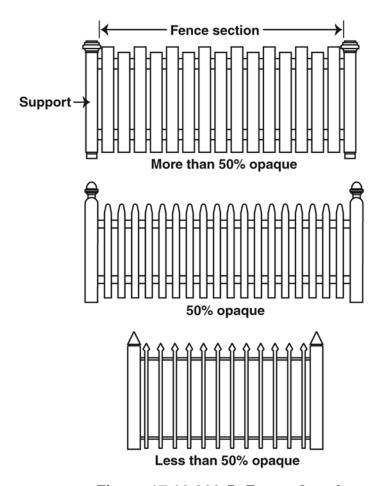


Figure 17.12.020-5: Fence Opacity

C. **Fence Height Measurement.** Exceptions to the standards of this section may be granted by the Planning Commission if warranted for safeguarding the public health, safety and welfare.

 The height of a fence at any point shall be measured from the base of the fence directly below that point. If a retaining wall is combined with a fence or wall, the combined height may reach a maximum height of 11 feet above grade (7 foot maximum fence with a 4 foot maximum retaining wall) along the streetside and rear property lines without a building permit, as shown in Figure 17.12.020-2.

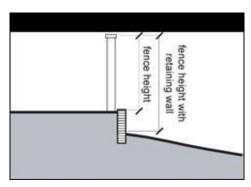


Figure 17.12.020-2: Fence Height Measurement

- D. **Public Areas.** Fences that enclose school grounds, public playgrounds and parks, tennis courts, public swimming pools, museums, or other public areas may be erected to a height in excess of 7 feet, subject to development review.
 - 1. Historic Areas, Designated Landmarks, Museums, and Parks within the DH-O. Fences that enclose parks and museums within the DH-O, designated landmarks, and other designated historic sites may be erected to a height in excess of 7 feet subject to design and material review by the Planning Commission acting as the Historic Advisory Commission. If the fence requires approval of the City Council, the Planning Commission's action shall only be advisory.
- E. **Swimming Pools.** Fencing shall be provided around all swimming pools, spas and similar areas, in accordance with the requirements of the city building code.
- F. **Nonresidential development.** Any nonresidential development shall meet the following fencing requirements:
 - The site shall include a solid fence or decorative masonry wall along each property line abutting a residential district. The fence shall be between 6 and 7 feet tall
 - Where a street separates the site from a property that is in a residential district, the site shall include one of the following along the property line that faces the street:
 - a. A solid fence or decorative masonry wall, between 6 and 7 feet tall, that is located behind any required planting area, and that has a decorative

- architectural treatment on any side facing a street, parking lot or adjoining residential district; or
- b. A planting area with evergreen landscaping that restricts visibility into the site. The planting area shall be installed and maintained in accordance with Section 17.12.050.
- 3. Loading areas shall be fenced and screened as provided in Section 17.12.080.
- 4. Outdoor storage areas shall be fenced and screened as provided in Section 17.16.140.
- 5. All mechanical, electrical and external communication equipment, including air conditioners, refrigeration units, satellite dishes and microwave towers, shall be screened from public view. Screening of roof-mounted equipment shall be architecturally integrated into the building design.
- 6. A building permit is required for any fence over 7 feet in height.
- G. Residential and Mixed-Use Development.
 - In all residential districts, the height of a fence or wall is shown in Table 17.12.020-1, unless authorized in compliance with the requirements of this subsection (G). See also Figure 17.12.020-3 for details on placement and heights of fences and walls.

Table 17.12.020-1: Fences and Walls in Residential Districts

Location	Maximum Height
Within required front yard setback	42 inches ^[1]
Within interior side or rear yard setback	7 feet ^[2]
Within street side setback	42 inches ^[3]
Within a controlled area vision triangle	30 inches ^[4]
Outside of a required setback	7 feet ^[2]

Notes:

- [1] Height can be increased above 42 inches to a maximum height of 7 feet if constructed outside of the required front yard or at the point equal to the building's front façade, whichever is less.
- [2] Height can be increased above 7 feet with a building permit.
- [3] Fences above 42 inches and to a maximum height of 7 feet without a building permit must be placed at least 5 feet behind property line, outside of any public right-of-way easement, and must be landscaped in this setback area.
- [4] See Figure 17.12.020-1 and Section 17.12.020(B)

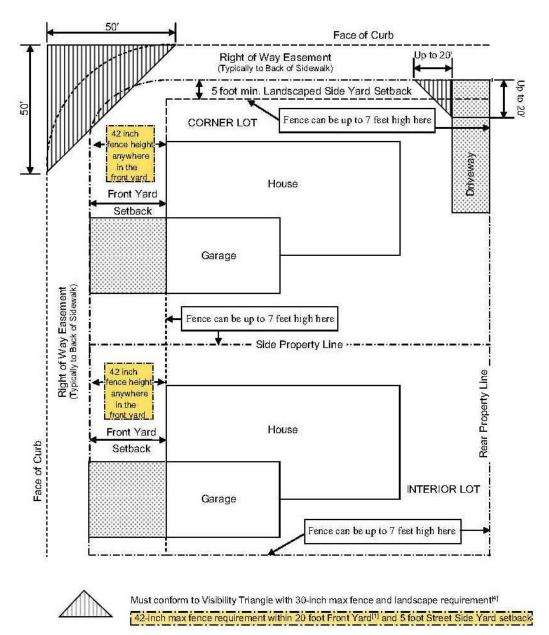


Figure 17.12.020-3: Fence Height and Placement

- 2. Fences, walls, or combination of fence and wall within the required front setback area for the underlying zoning district shall not exceed 42 inches. If the fence, wall, or combination of fence and wall is constructed outside of the required front setback area, or at the point equal to the building's front façade, whichever is less, then the fence is allowed a maximum height of 7 feet.
 - a. For properties within the Downtown Historic Overlay (DH-O), the fence height shall not exceed 42 inches anywhere in the front yard. The front

- yard shall be the area from the front property line to the point equal to the building's front façade.
- 3. A decorative arch, trellis, or other entry feature along a street frontage may exceed the height limit shown in Table 17.12.020-1. The decorative features shall be limited to 10 feet in width and 10 feet in height.

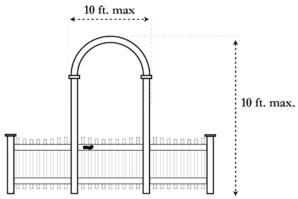


Figure 17.12.020-4: Decorative Features

- 4. All fences in residential districts greater than 42 inches in height constructed within the street side yard setback adjacent to a public street shall be set back at least 5 feet from any property line that abuts a public street. This setback area shall be landscaped in accordance with the requirements of Section 17.12.050.
- 5. All multiple family residential projects shall include a fence or decorative masonry wall along the rear and side property lines. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- For mixed-use development, the site shall include a solid fence or decorative
 masonry wall along each side and rear property line abutting a residential
 district. The fence or decorative masonry wall shall be between 6 and 7 feet
 tall.
 - Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- 7. A building permit is required for any fence or wall over 7 feet in height.

H. Retaining Walls.

- All retaining walls shall be constructed with split-face masonry, cast-in-place concrete, interlocking block or a similar material. Retaining walls shall not be constructed of wood.
- 2. Any retaining wall that is visible from a public street or public open space shall have a decorative architectural treatment on the wall face.
- 3. A building permit is required for any retaining wall over 4 feet in height.

I. Electric Fences.

- In residential districts that have a minimum lot area of at least 20,000 square feet, electrically charged fences shall be permitted if they are necessary to contain livestock. Any electrically charged fence shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
- 2. In all other districts, no electrically charged fences shall be permitted.
- J. **Barbed or Razor Wire.** Fences may be constructed with sharp-pointed materials, such as barbed or razor wire, only as follows:
 - In residential districts that have a minimum lot area of at least 20,000 square feet, fences may be constructed with barbed or razor wire if they are necessary to control livestock. Any fence that is constructed with barbed or razor wire shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
 - 2. In all other residential districts, and on sites that abut a residential district or are separated by a street from a residential district, no fences may be constructed with barbed or razor wire.
 - 3. In industrial districts, fences may be constructed with barbed or razor wire if the wire is at least 6 feet above grade.
 - 4. In commercial and special purpose districts, fences may be constructed with barbed or razor wire only upon approval of a use permit. Before granting the use permit, the planning commission shall find, based on substantial evidence, that the barbed or razor wire is necessary in order to provide adequate security for the site and there is no reasonable alternative.
- K. **Temporary Fences.** Nothing in this chapter shall be deemed to prohibit the erection of a temporary fence around construction projects in compliance with the California Building Code and other applicable provisions of the Oroville Municipal Code.
- L. **Permits.** Permits. Permits shall be obtained for the erection, construction, alteration and maintenance of fences as specified in the city building code and this code section. (Ord. 1749 § 4; Ord. 1763 §§ 4, 5; Ord. 1819 § 3, 2017; Ord. 1820 § 2, 2017

Section 3: Environmental Determination.

The Council finds that the adoption and implementation of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3)

Section 4: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

<u>Section 5:</u> Effective Date.

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 19th day of April 2022, by the following vote:

NOES: ABSENT:	
ABSTAIN:	
	Chuck Reynolds, Mayor
ATTEOT	
ATTEST:	FORM APPROVED:
Jackie Glover, Assistant City Clerk	Scott E. Huber. City Attorney

17.12.020

SECTION 17-12.020

Fences, Walls and Screening

17-12.020 Fences, walls and screening

- A. Applicability. No fence shall hereafter be erected, constructed, altered or maintained except as provided by this section. The requirements of this section shall apply to all fences and walls in all districts, excluding the walls of any building, and shall apply regardless of the construction material used.
- B. Sight Distance Area. No fence shall obstruct the required sight distance area for an intersection as shown in Figure 17.12.020-1. Fences may be erected up to 42 inches in height within the sight distance area provided that the fence is an open fence that is no more than 50% solid. Fences over 30 inches in height, to a maximum height of 42 inches, within the sight distance area shall require administrative review and approval by the Planning Division through a development review permit to confirm the open fence requirement is met and that the increased height does not create a danger to public health, safety, and general welfare.

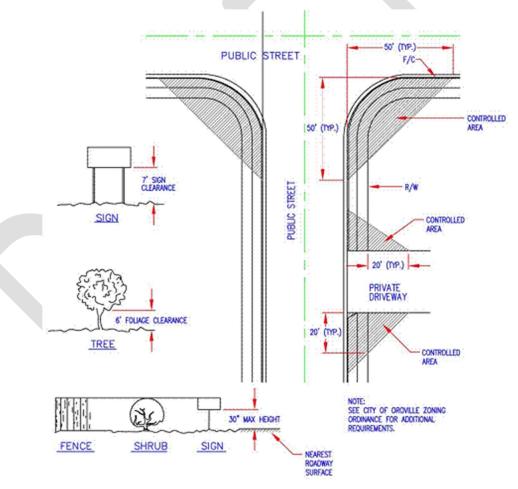


Figure 17.12.020-1: Sight Distance Area

17.12.020 FENCES, WALLS AND SCREENING

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.

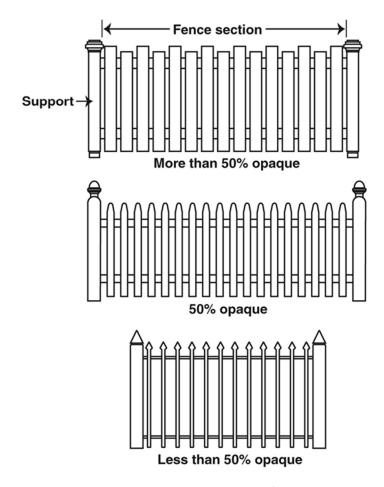


Figure 17.12.020-5: Fence Opacity

C. **Fence Height Measurement.** Exceptions to the standards of this section may be granted by the Planning Commission if warranted for safeguarding the public health, safety and welfare.

Item 8.

FENCES, WALLS AND SCREENING 17.12.020

1. The height of a fence at any point shall be measured from the base of the fence directly below that point. If a fence is constructed atop a retaining wall, the fence's height shall be measured from the adjacent grade on the high side of wall If a retaining wall is combined with a fence or wall, the combined height may reach a maximum height of 11 feet above grade (7 foot maximum fence with a 4 foot maximum retaining wall) along the streetside and rear property lines without a building permit, as shown in Figure 17.12.020-2.

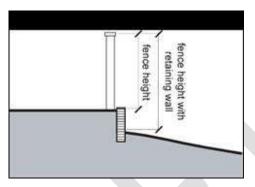


Figure 17.12.020-2: Fence Height Measurement

- D. **Public Areas.** Fences that enclose school grounds, public playgrounds and parks, tennis courts, public swimming pools, museums, or other public areas may be erected to a height in excess of 67 feet, subject to development review.
 - 1. Historic Areas, Designated Landmarks, Museums, and Parks within the DH-O. Fences that enclose parks and museums within the DH-O, designated landmarks, and other designated historic sites may be erected to a height in excess of 7 feet subject to design and material review by the Planning Commission acting as the Historic Advisory Commission. If the fence requires approval of the City Council, the Planning Commission's action shall only be advisory.
- E. **Swimming Pools.** Fencing shall be provided around all swimming pools, spas and similar areas, in accordance with the requirements of the city building code.
- F. **Nonresidential development.** Any nonresidential development shall meet the following fencing requirements:
 - 1. The site shall include a solid fence <u>or decorative masonry wall</u> along each property line abutting a residential district. The fence shall be between 6 and 7 feet tall
 - 2. Where a street separates the site from a property that is in a residential district, the site shall include one of the following along the property line that faces the street:
 - a. A solid fence or decorative masonry wall, between 6 and 7 feet tall, that is located behind any required planting area, and that has a decorative architectural treatment on any side facing a street, parking lot or adjoining residential district; or
 - b. A planting area with evergreen landscaping that restricts visibility into the site. The planting area shall be installed and maintained in accordance with Section 17.12.050.

Item 8.

17.12.020 FENCES, WALLS AND SCREENING

- 3. Loading areas shall be fenced and screened as provided in Section 17.12.080.
- 4. Outdoor storage areas shall be fenced and screened as provided in Section 17.16.140.
- 5. All mechanical, electrical and external communication equipment, including air conditioners, refrigeration units, satellite dishes and microwave towers, shall be screened from public view. Screening of roof-mounted equipment shall be architecturally integrated into the building design.
- 5. A building permit is required for any fence over 7 feet in height.

G. Residential and Mixed-Use Development.

1. In all residential districts, the height of a fence or wall is shown in Table 17.12.020-1, unless authorized in compliance with the requirements of this subsection (G). See also Figure 17.12.020-3 for details on placement and heights of fences and walls.

Table 17.12.020-1: Fences and Walls in Residential Districts

<u>Location</u>	<u>Maximum Height</u>
Within required front yard setback	42 inches ^[1]
Within interior side or rear yard setback	7 feet ^[2]
Within street side setback	42 inches ^[3]
Within a controlled area vision triangle	<u>30 inches^[4]</u>
Outside of a required setback	<u>7 feet^[2]</u>

Notes:

[1] Height can be increased above 42 inches to a maximum height of 7 feet if constructed outside of the required front yard or at the point equal to the building's front façade, whichever is less.

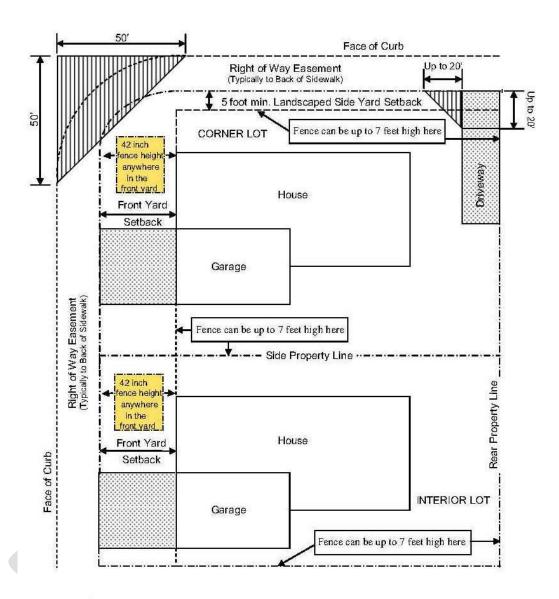
[2] Height can be increased above 7 feet with a building permit.

[3] Fences above 42 inches and to a maximum height of 7 feet without a building permit must be placed at least 5 feet behind property line, outside of any public right-of-way easement, and must be landscaped in this setback area.

[4] See Figure 17.12.020-1 and Section 17.12.020(B)

Item 8.

FENCES, WALLS AND SCREENING 17.12.020 Item 8.





Must conform to Visibility Triangle with 30-inch max fence and landscape requirement*

42-inch max fence requirement within 20 foot Front Yard^[1] and 5 foot Street Side Yard setback

Figure 17.12.020-3: Fence Height and Placement

- 2. Fences, walls, or combination of fence and wall within the required front setback area for the underlying zoning district shall not exceed 42 inches. If the fence, wall, or combination of fence and wall is constructed outside of the required front setback area, or at the point equal to the building's front façade, whichever is less, then the fence is allowed a maximum height of 7 feet.
 - a. For properties within the Downtown Historic Overlay (DH-O), the fence height shall not exceed 42 inches anywhere in the front yard. The front yard shall be the area from the front property line to the point equal to the building's front façade.

17.12.020 FENCES, WALLS AND SCREENING

3. A decorative arch, trellis, or other entry feature along a street frontage may exceed the height limit shown in Table 17.12.020-1. The decorative features shall be limited to 10 feet in width and 10 feet in height.

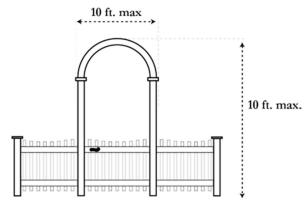


Figure 17.12.020-4: Decorative Features

- 4. All fences in residential districts greater than 42 inches in height <u>constructed within the street side yard setback adjacent to a public street</u> shall be set back at least 5 feet from any property line that abuts a public street. This setback area shall be landscaped in accordance with the requirements of Section 17.12.050.
 - All multiple family residential and mixed-use projects shall be fenced along the rear prope

5.

- 6.—All multiple family residential projects shall include a fence or decorative masonry wall along the rear and side property lines. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- 6. For mixed-use development, the site shall include a solid fence or decorative masonry wall along each side and rear property line abutting a residential district. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- a.7. A building permit is required for any fence or wall over 7 feet in height.

H. Retaining Walls.

- All retaining walls shall be constructed with split-face masonry, cast-in-place concrete, interlocking block or a similar material. Retaining walls shall not be constructed of wood.
- 2. Any retaining wall that is visible from a public street or public open space shall have a decorative architectural treatment on the wall face.
- 3. A building permit is required for any retaining wall over 4 feet in height.

Item 8.

FENCES, WALLS AND SCREENING 17.12.020 Item 8.

I. Electric Fences.

1. In residential districts that have a minimum lot area of at least 20,000 square feet, electrically charged fences shall be permitted if they are necessary to contain livestock. Any electrically charged fence shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.

- 2. In all other districts, no electrically charged fences shall be permitted.
- J. **Barbed or Razor Wire.** Fences may be constructed with sharp-pointed materials, such as barbed or razor wire, only as follows:
 - 1. In residential districts that have a minimum lot area of at least 20,000 square feet, fences may be constructed with barbed or razor wire if they are necessary to control livestock. Any fence that is constructed with barbed or razor wire shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
 - 2. In all other residential districts, and on sites that abut a residential district or are separated by a street from a residential district, no fences may be constructed with barbed or razor wire.
 - 3. In industrial districts, fences may be constructed with barbed or razor wire if the wire is at least 6 feet above grade.
 - 4. In commercial and special purpose districts, fences may be constructed with barbed or razor wire only upon approval of a use permit. Before granting the use permit, the planning commission shall find, based on substantial evidence, that the barbed or razor wire is necessary in order to provide adequate security for the site and there is no reasonable alternative.
- 4. Temporary Fences. Nothing in this chapter shall be deemed to prohibit the erection of a temporary fence around construction projects in compliance with the California Building Code and other applicable provisions of the Oroville Municipal Code.
- K. **Permits.** Permits shall be obtained for the erection, construction, alteration and maintenance of fences as specified in the city building code and this code section. (Ord. 1749 § 4; Ord. 1763 §§ 4, 5; Ord. 1819 § 3, 2017; Ord. 1820 § 2, 2017)



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

PLANNING COMMISSION STAFF REPORT

Thursday, October 28, 2021

RE: ZC21-06 Fences, Walls, and Screening Municipal Code Amendments

SUMMARY: The Oroville Planning Commission will review and consider recommending that the City Council revise OMC 17.12.020 relating to the City's regulations of fences, walls and screening.

RECOMMENDATION: Staff recommends the following actions:

- 1. Conduct a Public Hearing on the proposed code change;
- 2. **Adopt** Resolution No. P2021-19 Recommending that the City Council Approve the Specified Changes to OMC Section 17.12.020

APPLICANT:	City of Oroville			
LOCATION: City-Wide		GENERAL PLAN: N/A ZONING: N/A FLOOD ZONE: N/A		
ENVIRONMENTAL DETERMINATION: This zoning change is not a project under CEQA since it has no possibility of having a direct or indirect effect on the environment.				
REPORT PREP	ARED BY:	REVIEWED BY:		
Connor Musler, Assistant Planner Community Development Department		Dawn Nevers, Assistant Director Community Development Department		

DISCUSSION

The City's current Fence, Walls and Screening regulations, found in Oroville Municipal Code (OMC) Section 17.12.020, outlines the requirements for the placement, height, and design of fences within the City's zoning districts. When reviewing this code section, staff realized that there were inconsistencies with other sections of the municipal code; necessary changes to protect the general health,

1

179

safety, and public welfare of the city; and room to provide greater clarity on fence placement and height.

Some key changes to note include:

Removed Inconsistencies with the Adopted Building Code: The City's building code allows fences up to 7 feet in height without a building permit. Anything constructed in excess of 7 feet requires an applicant to apply for and receive a building permit. However, the City's fence ordinance states that the height of any fence or wall in residential districts shall not exceed 6 feet and in public areas anything over 6 feet is subject to development review. In order to maintain consistency with our adopted building code, staff have made 7 feet the maximum allowed height for fences.

<u>Changes for Public Safety:</u> The City's fence ordinance as adopted allows a solid fence up to 6 feet tall in the front yard, provided that it is set back at least 5 feet from the property line and the setback area landscaped. This can result in properties being surrounded by a tall solid fence, creating a potential public safety issue for first responders who cannot see who or what may be behind the fence or a clear way to access the property.

To address this, staff revised the maximum allowed height in the front setback area to be 42 inches (3.5 ft). Any fence over 42 inches in the front setback area is subject to approval of an administrative permit, must be setback at least 5 feet from the property line, the setback area must be landscaped and maintained, and must include a clearly marked entrance and path to the building's primary entrance. At the October 14, 2021 Development Review Committee (DRC) meeting, the committee recommended that the maximum height in the front yard be 42 inches to simplify the requirements for property owners and staff. Under the new proposed regulations, if a property owner wishes to construct a fence over 42 inches, the fence must be constructed outside of the required front yard setback or at the point equal to the primary building's front façade, whichever is less.

<u>Fence Placement and Height:</u> The fence ordinance can be difficult to understand for some due to the various height, placement, and design restrictions associated with fencing. To provide greater clarity for homeowners, developers, and other individuals, staff have included a maximum height table in the new code and created a fence placement diagram detailing standard scenarios of where fences can and cannot be placed.

2

FISCAL IMPACT None.

ATTACHMENTS

- A. Draft Fence Code Change
- B. Resolution P2021-19

RESOLUTION NO. P2021-19

A RESOLUTION OF INTENTION OF THE OROVILLE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 17.12.020 RELATING TO THE CITY'S REGULATIONS OF FENCES, WALLS AND SCREENING

WHEREAS, the City of Oroville staff recommends a change to Section 17.12.020 of the City of Oroville Zoning Code relating to the City's regulations of fences, walls and screening; and

WHEREAS, the changes to the fences, walls and screening section include revisions to maximum allowed height, fence placement, and other changes to maintain consistency and clarity with other applicable sections of the municipal code; and

WHEREAS, at a duly noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the code changes described herein, and considered the City's staff report regarding the project.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE PLANNING COMMISSION AS FOLLOWS:

SECTION 1. The Planning Commission determines:

- A. That the proposed amendments are consistent with the General Plan; and
- B. The proposed amendments are consistent with other applicable provisions of the Municipal Code and compatible with the uses authorized in the applicable zoning districts for which the revisions are proposed.

SECTION 2. The Planning Commission hereby recommends that the City Council approve the Zoning Code Amendment ZC21-06 to the Oroville Municipal Code as set forth in Attachment A, an update to the City's regulations of fences, walls and screening.

PASSED AND ADOPTED by the Planning Commission of the City of Oroville at a regular meeting on October 28, 2021, by the following vote:

AYES: Commissioner Arace, Durling, Hallen, Jenkins, Sheard

NOES:

ABSTAIN:

ABSENT: Commissioner Britton

11	^
Item	В.

ATTEST:	APPROVE:	
Jackie Glover, Assistant City Clerk	Carl Durling, Chairperson	



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street Oroville, CA 95965-4897 (530) 538-2430 FAX (530) 538-2426 www.cityoforoville.org

PLANNING COMMISSION STAFF REPORT

City of Oroville

Thursday, January 27, 2022

SUMMARY: Staff will make a presentation on the draft changes made to OMC 17.12.020 relating to the City's regulations of fences, walls and screening. The Oroville Planning Commission reviewed and adopted Resolution P2021-19 on October 28, 2021, recommending that the City Council adopt the proposed revisions.

RE: Presentation and Discussion about ZC21-06 Fences, Walls, and Screening Municipal

RECOMMENDATION: Staff recommends the following actions:

1. Listen to Staff's Presentation and Provide Direction to Staff

LOCATION. Oily Wide	ZONING: N/A FLOOD ZONE: N/A			
ENVIRONMENTAL DETERMINATION: This zoning change is not a project under CEQA since it has no possibility of having a direct or indirect effect on the environment.				
REPORT PREPARED BY:	REVIEWED BY:			
Connor Musler, Assistant Planner Community Development Department	Dawn Nevers, Assistant Director Community Development Department			

DISCUSSION

APPLICANT:

LOCATION: City-Wide

The Planning Commission conducted a public hearing at their regular October 28, 2021 meeting regarding proposed revisions to the City's regulations of fences, walls and screening. At that time, the Commission received public comments, discussed the revisions, and adopted Resolution P2021-019 recommending that the City Council adopt the proposed amendments to OMC 17.12.020, with the addition of a regulation

1

183

limiting the height of fences anywhere in the front yard of residences within the Downtown Historic Overlay to 42 inches.

The City Council was scheduled to conduct a public hearing on November 16, 2021 on the recommended changes. However, due to comments received and potential concern from property owners, staff pulled the item to return to the Planning Commission for a presentation and further discussion on the proposed changes.

Some key changes to note include:

Removed Inconsistencies with the Adopted Building Code: The City's building code allows fences up to 7 feet in height without a building permit. Anything constructed in excess of 7 feet requires an applicant to apply for and receive a building permit. However, the City's fence ordinance states that the height of any fence or wall in residential districts shall not exceed 6 feet and in public areas anything over 6 feet is subject to development review. In order to maintain consistency with our adopted building code, staff have made 7 feet the maximum allowed height for certain fences, with anything taller requiring a building permit.

<u>Changes for Public Safety:</u> The City's fence ordinance as adopted allows a solid fence up to 6 feet tall in the front yard, provided that it is set back at least 5 feet from the property line and the setback area landscaped. This can result in properties being surrounded by a tall solid fence, creating a potential public safety issue for first responders who cannot see who or what may be behind the fence or a clear way to access the property.

To address this, staff revised the maximum allowed height in the front setback area to be 42 inches (3.5 ft). Any fence over 42 inches in the front setback area is subject to approval of an administrative permit, must be setback at least 5 feet from the property line, the setback area must be landscaped and maintained, and must include a clearly marked entrance and path to the building's primary entrance. At the October 14, 2021 Development Review Committee (DRC) meeting, the committee recommended that the maximum height in the front yard be 42 inches to simplify the requirements for property owners and staff. Under the new proposed regulations, if a property owner wishes to construct a fence over 42 inches, the fence must be constructed outside of the required front yard setback or at the point equal to the primary building's front façade, whichever is less.

<u>Fence Placement and Height:</u> The fence ordinance can be difficult to understand for some due to the various height, placement, and design restrictions associated with fencing. To provide greater clarity for homeowners, developers, and other individuals, staff have included a maximum height table in the new code and created a fence placement diagram detailing standard scenarios of where fences can and cannot be placed.

FISCAL IMPACT

None.

ATTACHMENTS

A. Draft Fence Code Change with the Planning Commissions Recommended Changes.

Item 8.

SECTION 17-12.020

FENCES, WALLS AND SCREENING

17-12.020 Fences, walls and screening

- A. **Applicability.** No fence shall hereafter be erected, constructed, altered or maintained except as provided by this section. The requirements of this section shall apply to all fences and walls in all districts, excluding the walls of any building, and shall apply regardless of the construction material used.
- B. **Sight Distance Area.** No fence shall obstruct the required sight distance area for an intersection as shown in Figure 17.12.020-1.

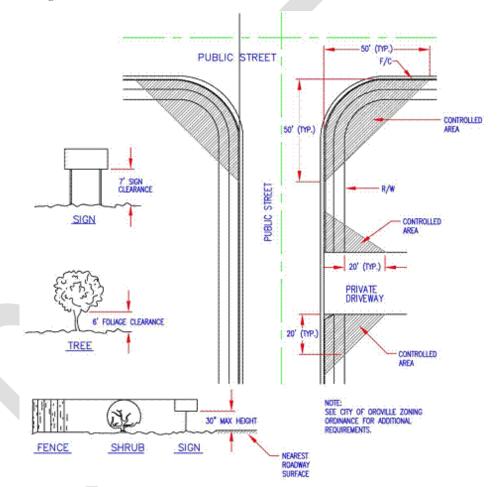


Figure 17.12.020-1: Sight Distance Area

17.12.020 FENCES, WALLS AND SCREENING

C. **Fence Height Measurement.** Exceptions to the standards of this section may be granted by the Planning Commission if warranted for safeguarding the public health, safety and welfare.

1. The height of a fence at any point shall be measured from the base of the fence directly below that point. If a fence is constructed atop a retaining wall, the fence's height shall be measured from the adjacent grade on the high side of wall. If a retaining wall is combined with a fence or wall, the combined height may reach a maximum height of 11 feet above grade (7 foot maximum fence with a 4 foot maximum retaining wall) along the streetside and rear property lines without a building permit, as shown in Figure 17.12.020-2.

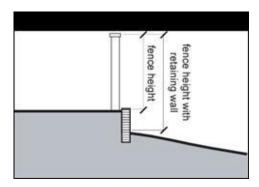


Figure 17.12.020-2: Fence Height Measurement

- D. **Public Areas.** Fences that enclose school grounds, public playgrounds and parks, tennis courts, public swimming pools, museums, or other public areas may be erected to a height in excess of 67 feet, subject to development review.
- E. **Swimming Pools.** Fencing shall be provided around all swimming pools, spas and similar areas, in accordance with the requirements of the city building code.
- F. **Nonresidential development.** Any nonresidential development shall meet the following fencing requirements:
 - 1. The site shall include a solid fence or decorative masonry wall along each property line abutting a residential district. The fence shall be between 6 and 7 feet tall
 - 2. Where a street separates the site from a property that is in a residential district, the site shall include one of the following along the property line that faces the street:
 - a. A solid fence or decorative masonry wall, between 6 and 7 feet tall, that is located behind any required planting area, and that has a decorative architectural treatment on any side facing a street, parking lot or adjoining residential district; or
 - b. A planting area with evergreen landscaping that restricts visibility into the site. The planting area shall be installed and maintained in accordance with Section 17.12.050.
 - 3. Loading areas shall be fenced and screened as provided in Section 17.12.080.
 - 4. Outdoor storage areas shall be fenced and screened as provided in Section 17.16.140.

Item 8.

FENCES, WALLS AND SCREENING 17.12.020 Item 8.

5. All mechanical, electrical and external communication equipment, including air conditioners, refrigeration units, satellite dishes and microwave towers, shall be screened from public view. Screening of roof-mounted equipment shall be architecturally integrated into the building design.

5. A building permit is required for any fence over 7 feet in height.

G. Residential and Mixed-Use Development.

1. In all residential districts, the height of a fence or wall is shown in Table 17.12.020-1, unless authorized in compliance with the requirements of this subsection (G). See also Figure 17.12.020-3 for details on placement and heights of fences and walls.

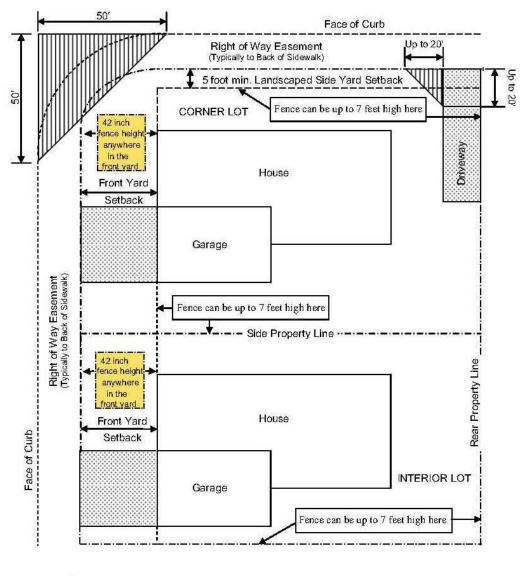
Table 17.12.020-1: Fences and Walls in Residential Districts

<u>Location</u>	<u>Maximum Height</u>
Within required front yard setback	42 inches ^[1]
Within interior side or rear yard setback	7 feet ^[2]
Within street side setback	42 inches ^[3]
Within a controlled area vision triangle	<u>30 inches^[4]</u>
Outside of a required setback	7 feet ^[2]

Notes:

- Height can be increased above 42 inches to a maximum height of 7 feet if constructed outside of the required front yard or at the point equal to the building's front façade, whichever is less.
- [2] Height can be increased above 7 feet with a building permit.
- [3] Fences above 42 inches and to a maximum height of 7 feet without a building permit must be placed at least 5 feet behind property line, outside of any public right-of-way easement, and must be landscaped in this setback area.
- [4] See Figure 17.12.020-1

17.12.020 FENCES, WALLS AND SCREENING Item 8.



Must conform to Visibility Triangle with 30-inch max fence and landscape requirement^{8]}

42-inch max fence requirement within 20 foot Front Yard^{1]} and 5 foot Street Side Yard setback

Figure 17.12.020-3: Fence Height and Placement

- 2. Fences, walls, or combination of fence and wall within the required front setback area for the underlying zoning district shall not exceed 42 inches. If the fence, wall, or combination of fence and wall is constructed outside of the required front setback area, or at the point equal to the building's front façade, whichever is less, then the fence is allowed a maximum height of 7 feet.
 - a. For properties within the Downtown Historic Overlay (DH-O), the fence height shall not exceed 42 inches anywhere in the front yard. The front yard shall be the area from the front property line to the point equal to the building's front façade.

FENCES, WALLS AND SCREENING 17.12.020

3. A decorative arch, trellis, or other entry feature along a street frontage may exceed the height limit shown in Table 17.12.020-1. The decorative features shall be limited to 10 feet in width and 10 feet in height.

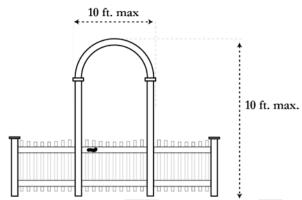


Figure 17.12.020-4: Decorative Features

- 4. All fences in residential districts greater than 42 inches in height constructed within the street side yard setback adjacent to a public street shall be set back at least 5 feet from any property line that abuts a public street. This setback area shall be landscaped in accordance with the requirements of Section 17.12.050.
 - All multiple family residential and mixed-use projects shall be fenced along the rear prope

5.

- 6.—All multiple family residential projects shall include a fence or decorative masonry wall along the rear and side property lines. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- 6. For mixed-use development, the site shall include a solid fence or decorative masonry wall along each side and rear property line abutting a residential district. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- a.7. A building permit is required for any fence or wall over 7 feet in height.

H. Retaining Walls.

- All retaining walls shall be constructed with split-face masonry, cast-in-place concrete, interlocking block or a similar material. Retaining walls shall not be constructed of wood.
- 2. Any retaining wall that is visible from a public street or public open space shall have a decorative architectural treatment on the wall face.
- 3. A building permit is required for any retaining wall over 4 feet in height.

Item 8.

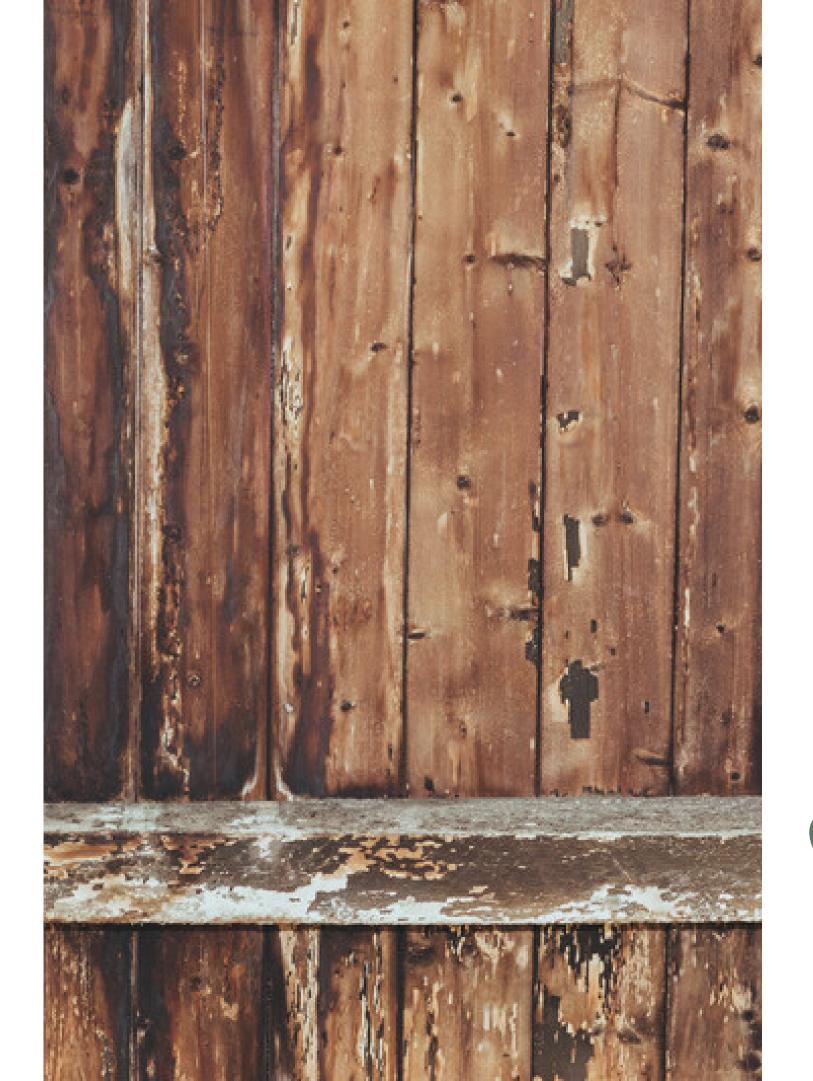
17.12.020 FENCES, WALLS AND SCREENING

I. Electric Fences.

1. In residential districts that have a minimum lot area of at least 20,000 square feet, electrically charged fences shall be permitted if they are necessary to contain livestock. Any electrically charged fence shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.

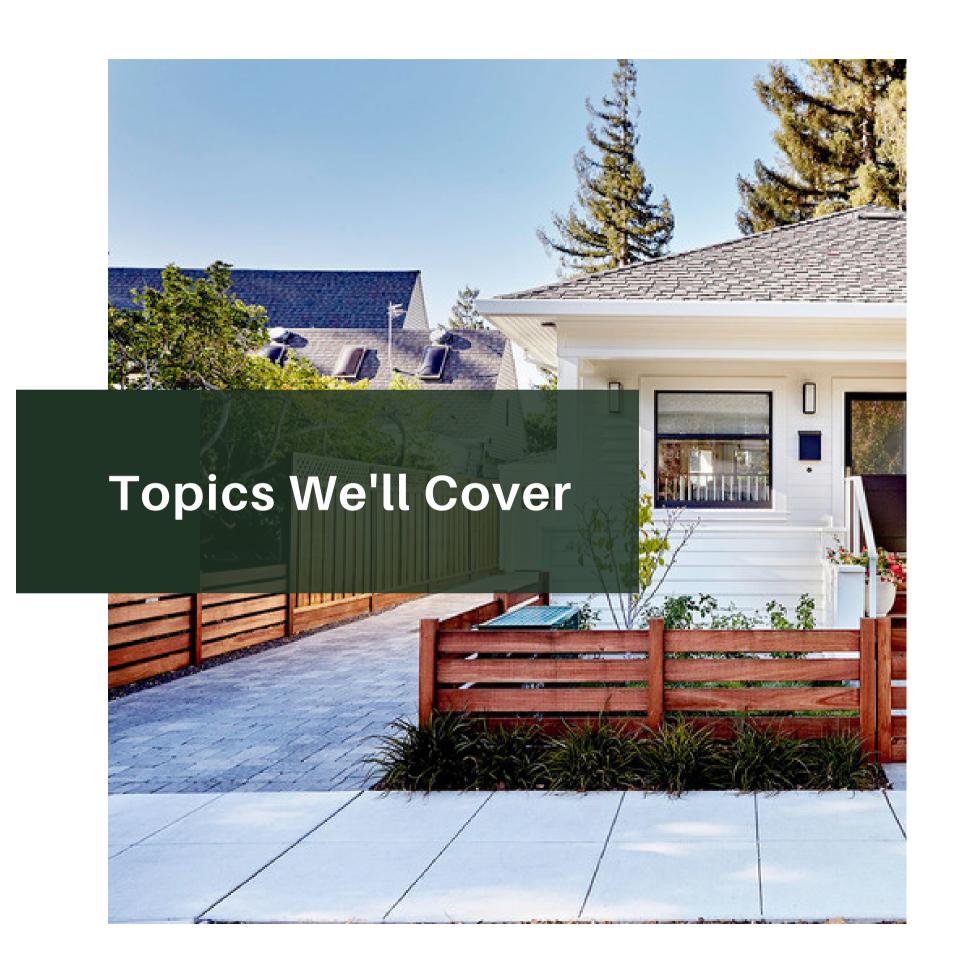
- 2. In all other districts, no electrically charged fences shall be permitted.
- J. **Barbed or Razor Wire.** Fences may be constructed with sharp-pointed materials, such as barbed or razor wire, only as follows:
 - 1. In residential districts that have a minimum lot area of at least 20,000 square feet, fences may be constructed with barbed or razor wire if they are necessary to control livestock. Any fence that is constructed with barbed or razor wire shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
 - 2. In all other residential districts, and on sites that abut a residential district or are separated by a street from a residential district, no fences may be constructed with barbed or razor wire.
 - 3. In industrial districts, fences may be constructed with barbed or razor wire if the wire is at least 6 feet above grade.
 - 4. In commercial and special purpose districts, fences may be constructed with barbed or razor wire only upon approval of a use permit. Before granting the use permit, the planning commission shall find, based on substantial evidence, that the barbed or razor wire is necessary in order to provide adequate security for the site and there is no reasonable alternative.
- 4. Temporary Fences. Nothing in this chapter shall be deemed to prohibit the erection of a temporary fence around construction projects in compliance with the California Building Code and other applicable provisions of the Oroville Municipal Code.
- K. Permits. Permits shall be obtained for the erection, construction, alteration and maintenance of fences as specified in the city building code and this code section. (Ord. 1749 § 4; Ord. 1763 §§ 4, 5; Ord. 1819 § 3, 2017; Ord. 1820 § 2, 2017)

Item 8.



Fences, Walls & Screening

Planning Commission Presentation





Background
Key Changes Made
Applicability
Example Scenarios
Questions

Background



OMC Section 17.12.020 establishes regulations for fences, walls, and screening.

Staff initiated revisions to this section due to inconsistencies with the building code, and to prevent the future construction of 6-foot tall fences in the front yard which pose a safety risk.

October 14 - DRC Review and Discussion

October 28 - Planning Commission Public Hearing to recommend City Council adoption.

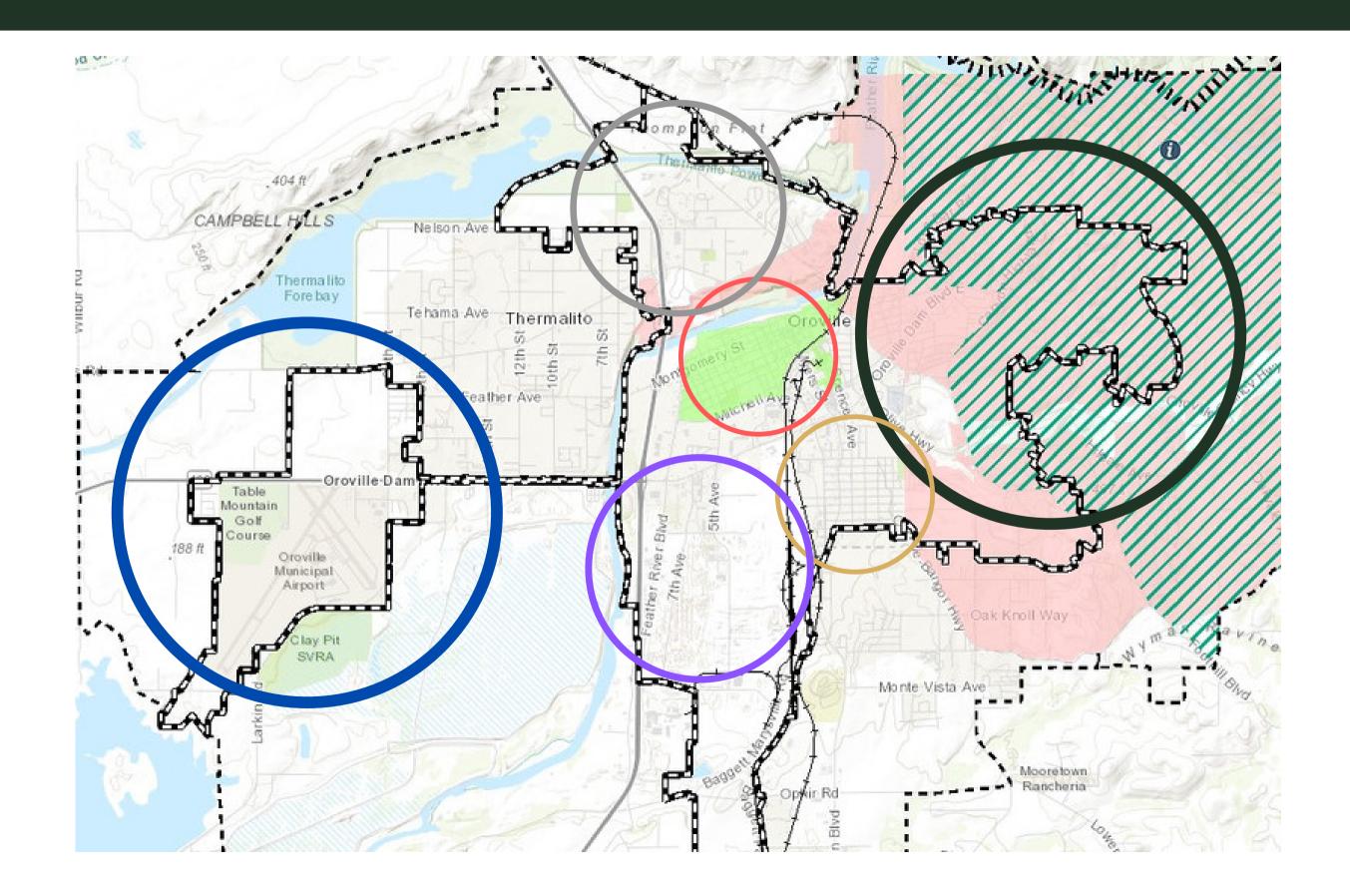






Background





Key Changes Made



Set 7 feet as the maximum height for fences to align with the adopted Building Code

No longer allow 6-foot tall fences in the required front yard. 42 inches maximum. Planning Commission recommended a maximum of 42 inches anywhere in the front yard of properties in the DH-O.

Defined Decorative Features (ex. Trellis and Gates) and set a maximum height of 10 ft and width of 10 ft.



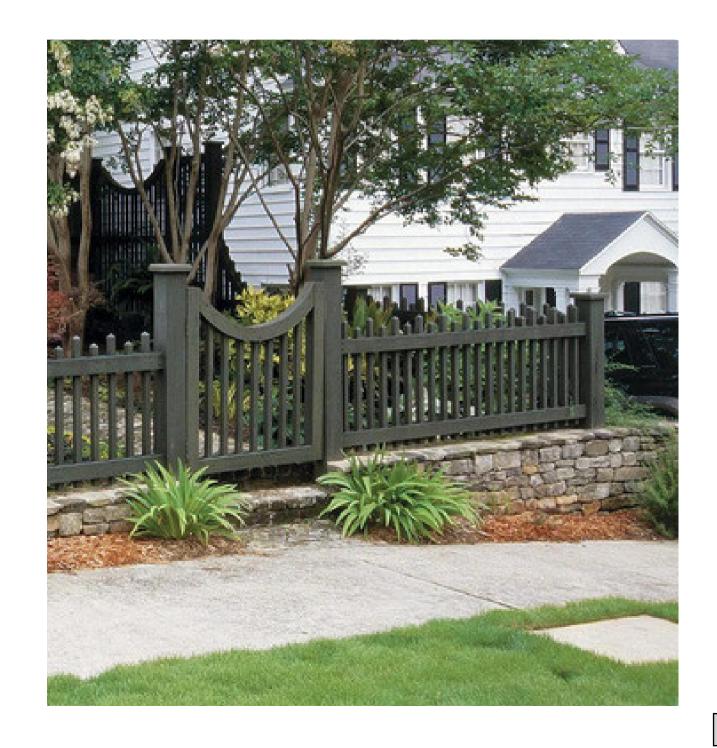
Applicability



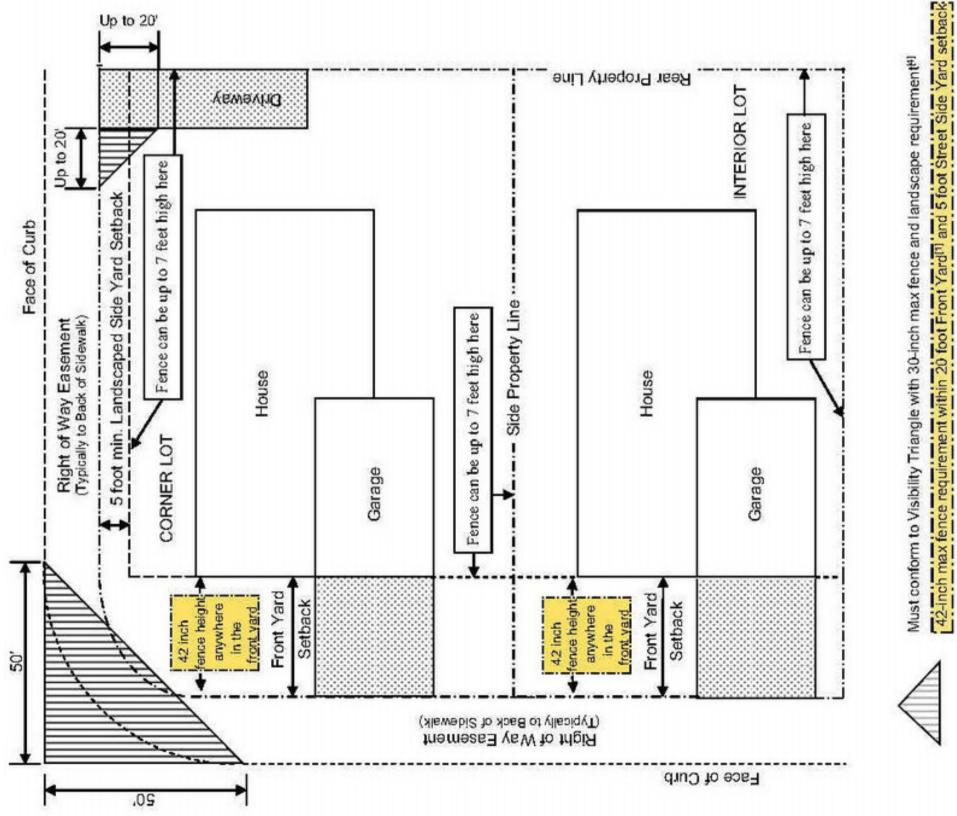
All fences and walls, regardless of construction material (ex. wood, chain link, masonry, wrought iron) unless specified.

New fences must be constructed in accordance with the new code.

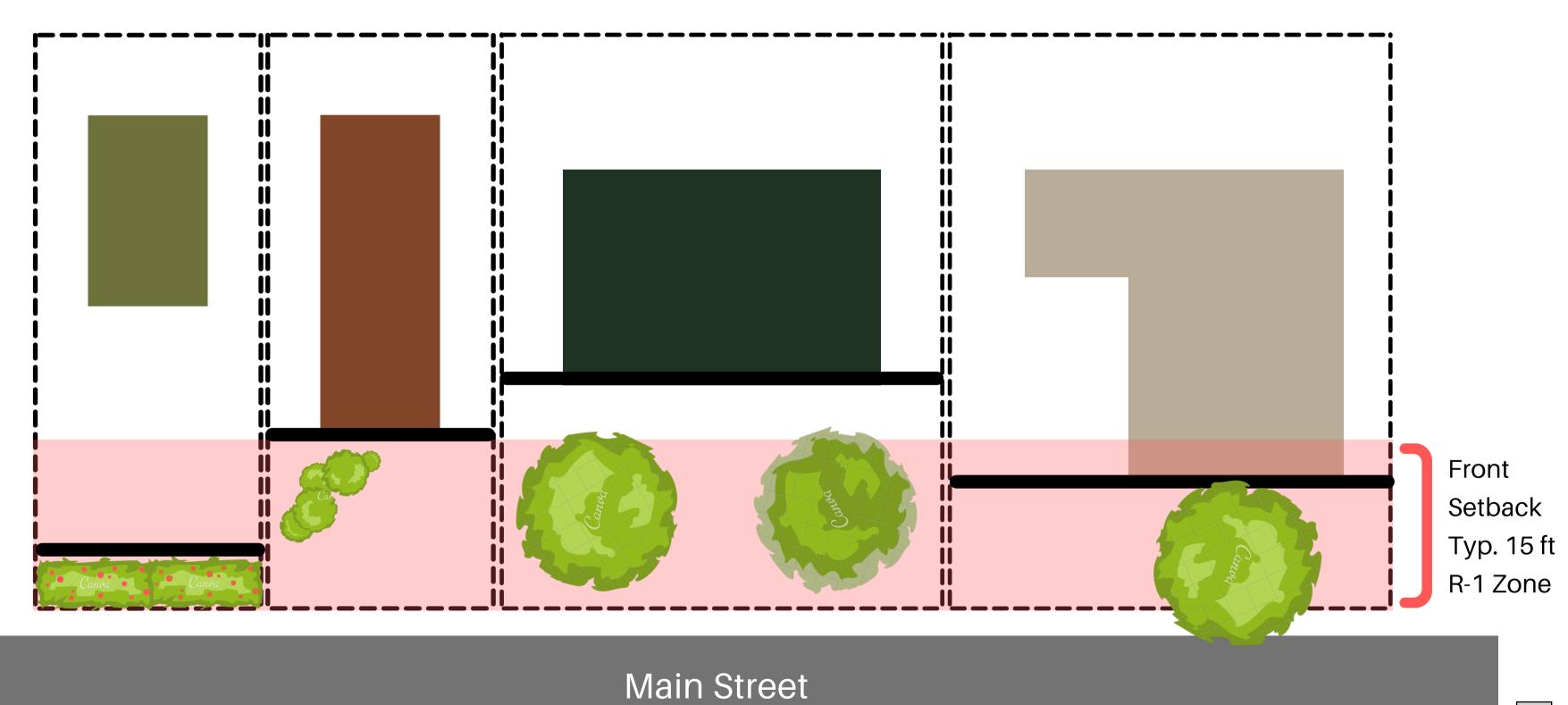
This code will **not** require existing fences to be taken down and rebuilt in accordance with the new regulations upon adoption.













I just purchased a new home in a subdivision but I don't like the lack of privacy in my backyard. Can I build a taller fence?

Yes, you can. Assuming that the existing fence is 6 feet tall, you can build up an additional foot before a building permit will be required. If you want to go any taller than 7 feet, a building permit must be issued.



Does adding lattice to the top of my fence count towards the total height?

Yes, lattice or another type of topper to your existing fence counts towards the total fence height. If you have a 6-foot tall fence, you may add a 1-foot tall lattice or topper before a building permit is required.



I have a 6 foot tall fence in my front yard that was built before the code changed. Do I have to take it down now?

If you constructed a 6 foot tall fence in your front yard that complied with the previous code, meaning that it was constructed with a 5 foot setback from the property line and is landscaped in front of the fence, then no, you do not have to take it down. The main intent of the fence code is to regulate the construction of new fences.



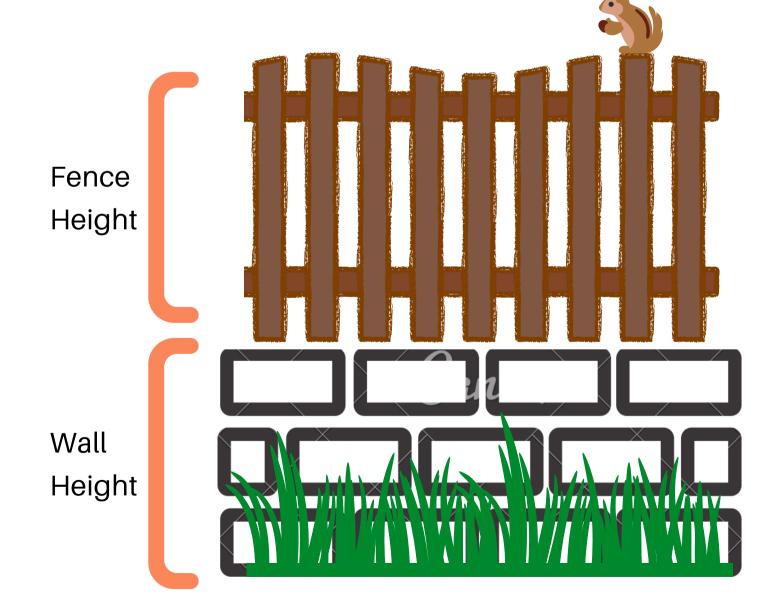
I have a small corner lot in the Downtown area and my side yard fence does not comply with the 5 foot setback area requirement. Will I have to take it down now?

No, you do not. Your fence did not comply with the previous fence code and does not comply with the new code, so the fence is still considered to be legal nonconforming. If your fence is destroyed or damaged (ex. A car drives through it, falls over in a storm, etc.), you can rebuild the fence as it was before.



I live in the foothills and my property is sloped. If I build a retaining wall, can I install a fence on top?

Yes, you can, with conditions. If you construct a retaining wall, the fence height will be measured from the base of the fence at the surface above the retaining wall. You can construct a maximum 4-foot tall retaining wall with a 7-foot tall fence above before building permits are required.



Questions?



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE

RELATED TO THE ADOPTION OF A MILITARY EQUIPMENT USE POLICY (FIRST READING), ADDING TO CHAPTER 9 SECTION 9.25

DATE: APRIL 19, 2022

SUMMARY

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

DISCUSSION

Assembly Bill 481 (AB 481 or the Bill), codified at Government Code sections 7070 through 7075 requires a law enforcement agency (LEA) to obtain approval from its governing body, via adoption of a "military equipment" use policy (the Policy) by Ordinance prior to the LEA funding, acquiring, or using military equipment.

Items deemed to be "military equipment" by AB 481 are used as a component of overall best practices for LEAs throughout the country. These tools have been tested in the field, and are used by LEAs to enhance citizen safety, officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the City of Oroville Police Department (OPD).

The term "military equipment", as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs.

OPD is committed to using the most up to date tools and equipment to safeguard the citizens of the City of Oroville. Some of the items deemed to be "military equipment" by AB 481 are utilized by OPD, and LEA's across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal

force encounter. The items listed in the Military Equipment Use Policy, also provide OPD's peace officers with vital tools that facilitate compliance with its stringent use of force policy.

Following a review of the items listed in AB 481 and comparing that to the inventory of equipment in use by OPD, it has been determined that OPD uses some, but certainly not all, of the allowed military equipment which can be used by LEAs.

RECOMMENDATION

Waive the first reading and introduce by title only, Ordinance No. 1865 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ESTABLISHING A MILITARY EQUIPMENT USE POLICY, AMENDING TITLE 9 TO INCLUDE CHAPTER 9.25 MILITARY EQUIPMENT USE POLICY, FOR THE CITY OF OROVILLE POLICE DEPARTMENT PURSUANT TO ASSEMBLY BILL 481; and

Return to council for second reading and conduct a public hearing.

ATTACHMENTS

- A. Oroville Police Department Military Equipment Use Policy 706
- B. City of Oroville Ordinance adding section 9.25.010-080

CITY OF OROVILLE ORDINANCE NO. 1865

AN ORDINANCE ADDING SECTION 9.25 TO THE OROVILLE MUNICIPAL CODE RELATING TO MILITARY EQUIPMENT USE

SECTION 1. Findings. The City Council of the City of Oroville finds:

- A. On September 30, 2021, the Governor of the State of California signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.
- B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070.
- C. Assembly Bill 481 allows the governing body of a City to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.
- D. The proposed military equipment use policy enacted by this Ordinance will be maintained by the Oroville Police Department.
- E. The proposed military equipment use policy enacted by this Ordinance will be published prior to enactment, and will be reviewed annually by the City Council.
- F. The proposed military equipment use policy enacted by this Ordinance meets the requirements of California Government Code section 7070, subdivision (d).

SECTION 2. Chapter 9.25 of the Oroville Municipal Code is added to read as follows:

Chapter 9.70 "MILITARY EQUIPMENT" USE ORDINANCE

Sections:

9.25.010 Name of Ordinance

9.25.020 Definitions

9.25.030 Military Equipment Use Policy Requirement

9.25.040 Use In Exigent Circumstances

9.25.050 Reports on the Use of Controlled Equipment

9.25.060 Enforcement

9.25.070 Whistleblower Protections

9.25.080 Severability

9.70.010 Name of Ordinance

A. This Ordinance shall be known as the Military Equipment Use Ordinance.

9.70.020 Definitions

- A. "Military Equipment" includes all of the following (pursuant to California Government Code §7070):
 - 1. Unmanned, remotely piloted, powered aerial or ground vehicles.
 - 2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
 - 3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
 - 4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
 - 5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 - 6. Weaponized aircraft, vessels, or vehicles of any kind.
 - 7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
 - 8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
 - 9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
 - 10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
 - 11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 - 12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
 - 13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
 - 14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

- 15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
- 16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- B. "City" means any department, agency, bureau, and/or subordinate division of the City of Oroville.
- C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the City of Oroville Police Department.
- D. "City Council" means the governing body that is the City of Oroville City Council.
- E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
 - 1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
 - 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
 - 3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 - 4. The legal and procedural rules that govern each authorized use.
 - 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
 - The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 - 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

- F. "Exigent Circumstances" means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, is about to occur, or may reasonably occur in the near future.
- G. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.
- H. "Type" means each item that shares the same manufacturer model number.

9.70.030 Military Equipment Use Policy Requirement

- A. The Oroville Police Department shall obtain approval of the City Council, by an ordinance adopting a Military Equipment Use Policy (MEUP) at a regular meeting of the City Council held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, related to the use of the following:
 - 1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 - 2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 - 3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
 - 4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the City of Oroville.
 - 5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
 - 6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
 - 7. Acquiring Military Equipment through any means not provided by this section.
- B. No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Oroville Police Department shall commence a City Council approval process in accordance with this section. If the City Council does not approve the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to City Council, the Oroville

- Police Department shall cease its use of the Military Equipment until it receives the approval of City Council in accordance with this code.
- C. In seeking the approval of City Council, the Oroville Police Department shall submit a proposed Military Equipment Use Policy to City Council and make those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.
- D. The governing body shall consider a proposed Military Equipment Use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.
- E. The governing body shall only approve a Military Equipment Use Policy pursuant to this chapter if it determines all of the following:
 - 1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - 2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
 - 3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 - 4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- F. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.
- G. The City Council shall review any ordinance that it has adopted pursuant to this Chapter approving the funding, acquisition, or use of Military Equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

9.70.040 Use in Exigent Circumstances

- A. Notwithstanding the provisions of this Chapter, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this code. Exigent Circumstances shall be determined by the Oroville Chief of Police is his or her absolute and sole discretion.
- B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:
 - 1. Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state, or federal law.
 - 2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.
 - 3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

9.70.050 Reports on the Use of Military Equipment.

- A. The Police Department shall submit to City Council an annual Military Equipment Report for each type of Military Equipment approved by the City Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
 - 1. A summary of how the Military Equipment was used and the purpose of its use.
 - 2. A summary of any complaints or concerns received concerning the Military Equipment.
 - 3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
 - 4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military

- Equipment in the calendar year following submission of the annual Military Equipment Report.
- 5. The quantity possessed for each type of Military Equipment.
- 6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.
- E. The City Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the City Council determines that a type of Military Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

9.70.060 Enforcement.

- A. Remedies for Violations of this Ordinance
 - 1. This Chapter does not provide a private right of action upon any person or entity to seek injunctive relief against the City or any employee unless that person or entity has first provided written notice to the City Manager by serving the City Clerk, regarding the specific alleged violations of this Chapter.
 - 2. If a specific alleged violation is not remedied within 90 days of that written notice, a person or entity may seek injunctive relief in a court of competent jurisdiction.
 - 3. If the alleged violation is substantiated and subsequently cured, a notice shall be posted in a conspicuous manner on the City's website that describes, to the extent permissible by law, the corrective measures taken to address the violation.
 - 4. If it is shown that the violation is the result of arbitrary or capricious action by the City or an employee or agent thereof in his or her official capacity, the prevailing complainant in an action for relief may collect from the City reasonable attorney's fees in an amount not to exceed \$5,000 if they are personally obligated to pay such fees.

9.70.070 Whistleblower Protections.

All provisions of Oroville's Protection of Whistleblowers Workplace Policy, and including any updates or replacements thereto, shall apply.

9.70.080 Severability

- A. If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.
- B. The City Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the City of Oroville along with the names of the members of the City Council of Oroville voting for and against same.

PASSED AND ADOPTED BY THE City Council of the City of Oroville, County of Butte, State of California, on this 19th day of April 2022, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	Chuck Reynolds, Mayor
Jackie Glover, Assistant City Clerk	
APPROVED AS TO FORM:	
Scott F. Huber City Attorney	

Lexipol California

CA LE Policy Manual

Item 9.

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the [DepartmentOffice].

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This
 does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Lexipol California

CA LE Policy Manual

Military Equipment

706.2 POLICY

It is the policy of the [agencyName] that members of this [departmentoffice] comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The [agencyHead] should designate a member of this [departmentoffice] to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying [departmentoffice] equipment that qualifies as military equipment in the current possession of the [DepartmentOffice], or the equipment the [DepartmentOffice] intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of [agencyName] (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the [departmentoffice]'s funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the [agencyHead] and ensuring that the report is made available on the [departmentoffice] website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [DepartmentOffice] will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the [DepartmentOffice]:

[Insert attachment here]

706.5 APPROVAL

The [agencyHead] or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the [agencyHead] or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [departmentoffice] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Lexipol California

CA LE Policy Manual

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [departmentoffice].
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the [agencyHead] or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The [agencyHead] or the authorized designee should also make each annual military equipment report publicly available on the [departmentoffice] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [departmentoffice] inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the [DepartmentOffice] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [DepartmentOffice] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

1. Unmanned Aerial Systems

a. <u>Description, Quantity, Capabilities, and Purchase Cost:</u>

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

- The Mavic 2 Enterprise was specifically built to serve industries and applications in public safety, inspection, search & rescue, fire response, and law enforcement. This Unmanned Aerial System (UAS) is a battery powered, remote operated device with a mounted camera, light and infrared imaging device. This UAS has proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of public safety personnel. This UAS has a flight time of 45 minutes.
- **b.** <u>Purpose:</u> May be deployed when an arial view would enhance situational. awareness and assist officers or incident commanders during, but not limited to, the following occurrences:
 - Arrest/Search Warrant
 - CBRNE (Chemical, Biological, Radiological, Nuclear, Explosives)
 - Crowd Control/Special Events
 - Dignitary Protection Detail
 - Disaster Management
 - Ongoing Criminal Investigation
 - Explosive Ordnance Disposal/Investigation
 - Fire
 - Forensic/Crime Scene
 - Missing Persons Investigations
 - Perimeter Search and Security
 - Search and Rescue
 - SWAT Operation
 - Traffic Collision
 - Training
 - Public Relations/Multimedia Productions
 - Assisting outside agencies in any of the above situations
 - Assisting other City of Oroville departments with carrying out their mission of better serving Oroville residents and visitors.

- c. <u>Authorized Use:</u> UAS may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of UAS shall not be used in the following circumstance:
 - To conduct random surveillance.
 - To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
 - To harass, intimidate, or discriminate against any individual or group.
 - To conduct personal business of any type.
 - UAS shall never be weaponized.
- **d.** Expected Lifespan: 5 10 years
- e. Fiscal Impact: \$500 \$1000 battery replacement

2. Specialized Firearms

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

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

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

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

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

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

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

• 165 gr specialized duty ammunition for the Patrol Officer

Hornady TAP 5.56 NATO, Quantity 1,000

• 75 gr ammunition for duty carbine rifles

Hornady TAP .223 Training .223 REM, Quantity 9,500

55 gr practice rounds used for qualifications and training

Federal 12g. Slug 1oz, Quantity 500

- 1oz slug used by Patrol Officers and the SWAT team.
- b. **Purpose:** To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and desirable.
- c. <u>Authorized Use:</u> Only POST certified and department trained officers may use rifles. Only POST certified and department trained SWAT officers may use submachine guns. All personnel who are authorized to use a rifle must demonstrate proficiency annually. SWAT members must demonstrate proficiency monthly with both rifles and submachine guns.
- **d.** Expected Lifespan: Lifespans vary, and some have none as parts can be changed.
- e. Fiscal Impact: Annual maintenance is approximately \$50 for each weapon.

3. Distraction Devices

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

Defense Technology Mutli-Port Distraction Device, Quantity 3, Cost \$60 Defense Technology Fuse, Quantity 15, Cost \$34

 A non-bursting, non-fragmenting reusable device that produces a loud noise with an intense bright light. These distraction devices are commonly referred to as "flashbangs" and they are extremely useful for distracting dangerous persons during assaults, hostage rescues, and other high-risk arrest situations. The devices are re-usable up to 25 times by replacing the fuse.

- **b.** <u>Purpose:</u> To produce a distraction with a loud noise and bright light in order to provide a tactical advantage for officers.
- **c.** <u>Authorized Use:</u> Distraction devices shall only be used by officers who have been trained in their use during hostage or barricaded subject situations, situations that pose a high risk of death or serious bodily injury to officers, or during training exercises.
- d. Expected Lifespan: 5 years
- **e.** <u>Fiscal Impact:</u> Replace fuses and bodies as needed. Currently about 0 replaced a year for an average cost \$0 annually.

4. Chemical Agents and Smoke Canisters

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

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

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

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

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

5. Less Lethal Impact Weapons

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

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

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

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

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

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

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

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

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

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

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

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

 A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel at up to 240 feet per second. The 72.2-gram Polyurethane Ogive & two (2) Nylon rotating bands projectile delivers 162/lbs. of energy upon impact.

- The KO1 is a direct fire modular impact baton round that is designed to be used in situations where kinetic energy is preferred for the incapacitation of hostile and/or non-compliant individuals.
- Available in either standard energy or less-energy variations. The KO1 is reloadable and is available with smokeless or black powder blended propelling charges to provide law enforcement with affordable realistic training capabilities.
- **b.** <u>Purpose:</u> Less Lethal munitions can be used to de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury.
- c. <u>Authorized Use:</u> Less lethal munitions may be used by those officers trained in their use in the following type of situations, but are not limited to these situations:
 - Persons armed with a weapon and the tactical circumstances allow for the safe application of the approved munitions
 - Persons making credible threats to harm themselves or others.
 - Persons engaged in riotous behavior such as throwing rocks, bottles, or other dangerous projectiles at people or officers.

d. Expected Lifespan:

- All launchers and less lethal shotguns 10 years
- All munitions 5 years
- e. <u>Fiscal Impact:</u> Replace stock as needed (varying cost) and maintenance cost of launchers/shotguns (\$100 annual)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: NORTH STAR PROPOSAL PRESENTATION FOR MARKETING

SERVICES

DATE: APRIL 19, 2022

SUMMARY

The Council will receive a presentation from North Star, Place Branding and Marketing in response to the released Request for Proposal (RFP) for Marketing Services.

DISCUSSION

Staff released an RFP for Marketing Services from 30 days and received one response from North Star. The request was to develop and implement a sustainable and strategic marketing and branding plan addressing the attraction, expansion, and retention of tourists, both individual and group, in Oroville; including strategic visioning, style guide development, marketing collaterals design and production.

North Star's presentation will include a schedule of fees, examples of previous work, and an implementation outline to detail plans to launch the strategy. North Star proposes that Oroville invest in brand development and planning in year one, with years two and three focuses on marketing activation. See the attached North Star proposal for additional details.

FISCAL IMPACT

The funds will come from the general fund balance

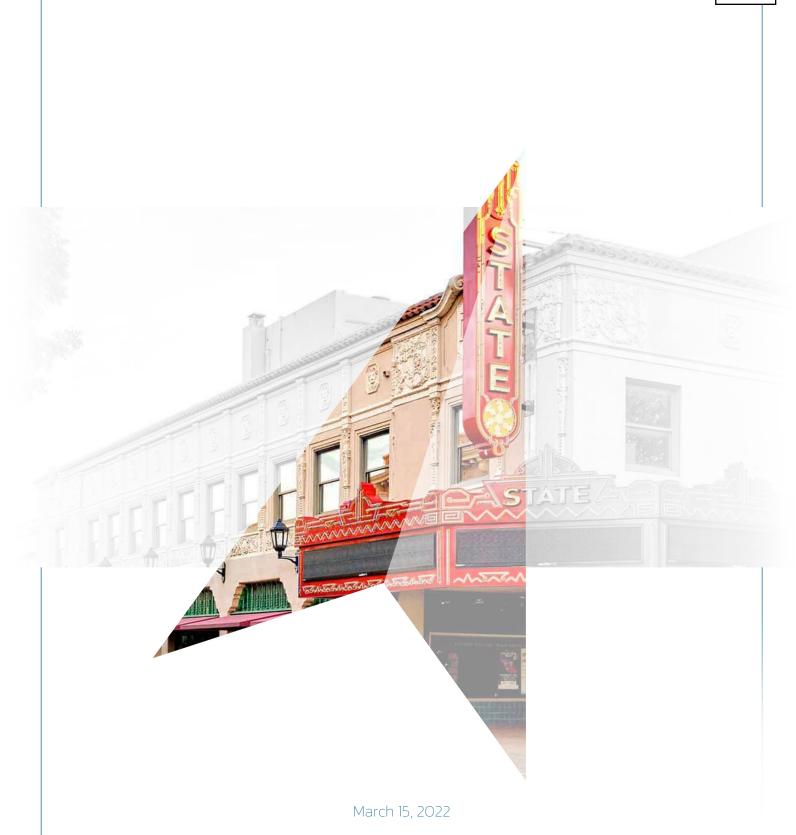
RECOMMENDATION

Provide staff with direction

ATTACHMENTS

North Star – Marketing Proposal Schedule of Fees





Proposal to the City of Oroville for Marketing Services



COVER LETTER

March 15, 2022

Ms. Dawn Nevers City of Oroville 1735 Montgomery St Oroville, CA 95965

Ms. Nevers,

Thank you for the opportunity to respond to your RFP for Marketing Services for Oroville, California. We would consider it an honor to work with you.

We believe North Star is the ideal partner to help Oroville develop and execute the creation of a destination brand and marketing program. As a leader in place branding and marketing, all of our work is focused on helping communities identify their competitive strengths and leverage those strengths strategically, creatively and tactically. Our philosophy is simple: *Your brand should connect the soul of your community to the heart of your consumers*. The process we use to realize that philosophy is much more complex, as it has been refined and perfected over the past 20 years through partnerships with over 200 communities in 44 states. Many of those partnerships have resulted in jump starting new destination marketing organizations.

By way of this letter, North Star does understand the project and the scope to be performed. While not a formal exception, rather a recommendation, North Star is proposing that Oroville invest in brand development and planning in year one, with years two and three focused on marketing activation. Our scope of work is offered as such.

I would love to talk with you regarding how North Star can help Oroville as it charts a new direction for the destination. Please let me know if you have any questions regarding this proposal. Thank you once again, and I look forward to hearing your thoughts.

Only the best,

Will Ketchum | President

O: 904.645.3160 x1006 • F: 904.645.6080 • C: 904.304.8742

will@northstarideas.com

North Star Place Branding & Marketing 1023 Kings Ave. Jacksonville, FL 32207



INTRODUCTION

The Oroville Situation

From renowned golf courses to gold trails and river beaches to horseback riding, tourism in Oroville runs the full gamut. With such a wide range of outdoor activities to choose from, Oroville may just be the best kept secret in Northern California. Though not the capital of tech, movies or even the state, Oroville could very well be considered the capital of peace, getting away, and life outdoors. Plus, it's only a 90 minute drive that separates California's capital from Oroville, so a day trip to enjoy Casa Vieja or Gold City Grill is never out of the question. The city's breadth of attractions, both historic (Oroville Dam) and natural (Table Mountain), have something that appeals to everyone, and prove that all you can wish for does indeed exist in one singular community. Oroville has something for every heart, young and old.

With origins as a Gold Rush community, Oroville welcomed any and all with open arms. The city has now reached a pivotal point. With a growing population and lofty goals for tourism and attraction, the need to create a lasting and memorable brand that embodies the community has never been greater. Just as Lake Oroville flows to the Feather River, a more cohesive and unified brand, will help both individual and group tourists flow to the "City of Gold." The City of Oroville can better promote itself to attract and retain additional residents. A thoughtful and thorough brand will promote the region as a premier destination leading to increased tax revenues and job creation. Oroville; come for the activities, stay because it's where the heart is.

The Advantage of a Full-Service Destination Marketing Specialist

Over the last two decades, North Star has partnered with over 200 communities coast to coast, helping them become more competitive. Bottom line...communities are our passion, and we've got the success stories to prove that passion. We're closely familiar with California through projects in Placer County, Santee, Bakersfield, Lodi, Glendale, Lancaster, Tehachapi, Sebastopol, and Dublin. Nationally, North Star has collaborated on high-level initiatives with the states of Florida and Mississippi, with well-known cities such as Providence, Rhode Island and Newark, New Jersey, and with smaller communities like Dandridge, Tennessee and Petersburg, Alaska. We're even thoroughly experienced getting destination management organizations up and running having worked with Fairburn, Georgia; Charles County, Maryland; Cloverdale, California; Seward, Alaska and Las Vegas, Nevada. All that varied expertise is important for Oroville because you want a firm with the chops, credentials and gravitas to manage your project.

Our portfolio of work and record of problem-solving proves that we do not offer a stock solution. Beyond a deep understanding of the economic development, and relocation/workforce attraction markets, the advantage of our specialization is that our process—which a generalist agency cannot replicate—helps us obtain precisely the right insights to develop the unique community brand you need to influence your audiences.

Rare in the place branding consulting industry, North Star is also a full-service agency that can help Oroville market well beyond the research, strategy and brand creation stages.



Process: How Strategy Unites Your Community & Your Tourism Stakeholders

Our process combines a proven approach with customized creativity and out-of-the-box thinking specific to the Oroville situation. It begins with detailed research and expert-driven strategy development. Then it builds vivid brands in the real world through award-winning visual identity design and an action plan implementable by your team (or with our assistance as needed) within your budget and timeline.

Given the array of interests and desired outcomes for branding Oroville as a tourism destination, this approach will prove especially advantageous. Research and strategy will be paramount to reaching consensus concerning the direction of the brand well before any decisions about creative elements and activation are made. We find that the strongest connections between a community and its brand are made when everyone understands and supports the ideas that underlie the eventual logo and tagline. Thus, our process and guidance is centered first on creating understanding and buy-in to a DNA and strategic platform. This critical, foundational asset will outlive any campaign because it is the underlying truth and driving force of your community. With consensus on it, the creative decisions that follow will be relatively simple for your committee. Time and time again, we have learned that **strategy unites and inspires partner compliance and ultimately changes behavior**.

PROJECTS OF SIMILAR NATURE

Tourism/Brand Development Experience

The following are short summaries of work with past clients who welcomed us to their destinations:



Placer County, California

There is nowhere on earth with a spot as spectacular as Lake Tahoe. But that is just a great beginning to the fun, adventure, and relaxation in Placer County. Everywhere in the County offers breathtaking views, and there is an activity or vista for every part of the year. The challenge: Do travelers ever know what county they are in? Do they care? Visit Placer, a county-wide organization, faced the task of promoting more than 100 miles of natural playground with larger DMOs

at each end of the county whose budgets dwarfed theirs. The line "Life at its Peak" is an obvious nod to Tahoe but frames "Peak" primarily in its alternate sense of "best" or "ultimate." It highlights the range of assets in Placer County. It is always peak season for *something* in Placer County: fun, wine, adventure, farm to table, etc.



Fargo, North Dakota

Few tourism destinations have received as much acclaimed exposure in the movies and television as Fargo, North Dakota. And while Fargo does have some of the quirky optimism and interest of the movies and shows by the same name... it is so much more. In fact, over the last decade Fargo has acquired a kind of under the radar cool that can only happen

when a small prairie town has a thriving, edgy arts district. The challenge: how to capture this cool in a way that doesn't end up destroying it. Fargo's vibe is completely uncontrived. It comes from being absolutely itself and anything but normal. Quirky and one-of-a-kind. Creative and kooky. Misfit and



maverick. Even more common, conventional pursuits like shopping and sports feel completely different when experienced through the prism of Fargo's unique light. Contrast all this attitude with Fargo's location in typically conservative and conventional North Dakota and you've got something pretty special. Fargo is located north of the vast majority of the nation. And Fargo is certainly not normal. So the "North of Normal" position serves double duty as a geographic identifier and an attitudinal definer



Lodi, California

When heavy-hitting destinations with big budgets have positioned themselves in the marketplace, it can be difficult to create a branding toehold for your own travel adventure. Such was the case with Lodi, CA, a smaller, more authentic wine country destination marketing in the same arena as Sonoma County and Napa Valley. Now that's some full-bodied competition! Lodi produces many respected wine labels, but with 90,000 acres of winegrape soil it also grows more grapes – for myriad famous labels – than any other wine country destination

in California. That authentic agricultural connection to the land, the grape, and the growers creates a much earthier, more intimate, and immersive wine experience. The challenge with this brand was to develop a look that was at once earthy and sophisticated, warm and clean. The line "Behind the Wine" and the accompanying logo invite visitors to enjoy a deeper wine experience. This approach also allows Lodi to market its other assets using the brand including family activities, a charming downtown, and outdoor recreation. Graphic elements in ads, websites, outdoor boards, etc. reinforce the earthy sophistication and the idea of peeling back the superficial for a deeper experience.

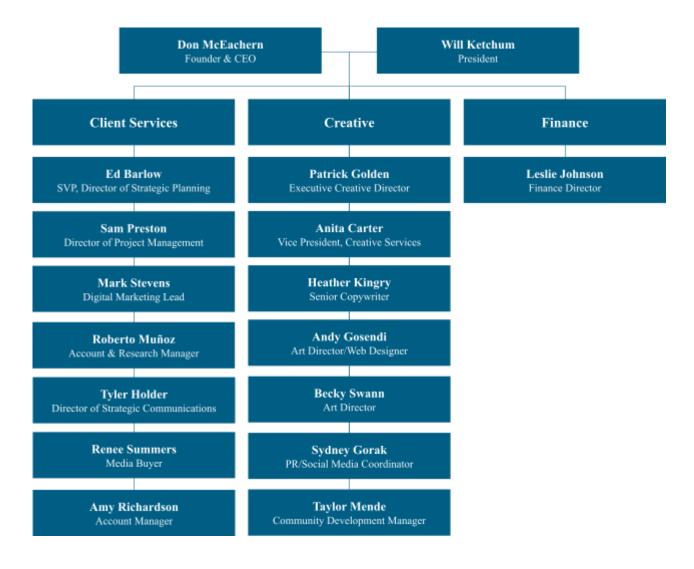


Virginia's Blue Ridge

With profuse natural resources spread among a handful of cities and towns, this regional brand has an affinity for the outdoors. Throughout the strategy and branding process, the cvb had to carefully navigate the political waters to bring all the players together. Prior to the initiative, cooperation

among regional players was limited, with each entity vying for resources to promote its singular asset or set of assets. (In part because the region was called Roanoke Valley.) Renaming the region based on the area's shared greatest strength (the Blue Ridge Mountains and the region's surprising metro mountain mix) and giving all major players an authentic strategic platform from which to work shifted marketing from competitive to collaborative. Results of the project include record-breaking bed-tax growth for 8 consecutive years, a record-setting year for hosting meetings and sports planners in 2017, and the STS "Shining Example Award" for inter-governmental relations.

THE NORTH STAR TEAM ORGANIZATIONAL CHART





NORTH STAR TEAM BIOS



Ed Barlow

Senior Vice President, Director of Strategic Planning • Project Manager Ed loves a good riddle. Ever since being the fastest to find the toaster in the tree in his pediatric dentist's waiting room, he has been solving marketing and operational challenges with creative and strategic instincts. Most recently, Ed gained valuable experience on both the client and agency sides of the branding relationship as an ADDY-award-winning Director of Marketing and Communications for the parent corporation to a group of national facility services companies serving transportation, travel, aviation, retail, healthcare,

and hospitality industries. He has also worked as Senior Copywriter and Marketing Strategist for a branding design firm in Nashville specializing in persuasive content for Music Row, corporate, and nonprofit clients. His success can be traced to intense curiosity, ability to listen intently, and all those questions that lead to solving any riddle. Ed caters to North Star clients with creativity, effective communication and customer service. His insights and instincts lead clients to a broad, inclusive approach to successful community place branding for the long–term. He has led successful community place branding initiatives for lowa's Creative Corridor; Lima/Allen County, Ohio; Lauderdale Lakes, Florida; Brookings, South Dakota; Jamestown, New York; Helena– West Helena, Arkansas; Downtown New Orleans, Louisiana; State of Mississippi; State of Florida; Goshen, Indiana and Tehachapi, California.

Education: Florida State University | MA, Southern Methodist University



Sam Preston

Director of Project Management • Project Manager

Having lived in the west and the southeast, Sam is well traveled. Growing up in Idaho, he developed a natural wanderlust and a love of wide open spaces, viewpoints and opportunities. His studies led him to Utah and there he caught the marketing and branding bug at some of Salt Lake City's best branding agencies. As a Floridian, Sam now enjoys a different kind of wide open space with his growing family. With nearly a dozen years of experience advising clients, Sam is known as a highly organized, steady force at the table for every project. He is a champion of the client's interests, but with a keen eye for the brand and marketing approach that will serve them best.

Education: Utah Valley University



Patrick Golden

Executive Creative Director

With his background in history, passion for architecture, and love of a good story, Patrick loves learning about the place he hasn't been, a town off the beaten path, or the true heart of a city. Combine these qualities with his love of strategy and design, and he is ready to distill all of this into design mark, logos, straplines and narratives that are as authentic as the places they represent. And he's got the awards to show it – dozens of Addys and an Effie for marketing effectiveness. Patrick has even painted the art on our walls and designed our office spaces. He's a

true Renaissance creative man. Being mistaken for a local is the greatest compliment you can pay Patrick. He always has a bag packed, a camera in his hand and a sketchbook in his backpack, ready to



rack-up as many miles and experiences as possible.

Education: Flagler College



Roberto Muñoz Research & Market Insights Director

Writing, marketing, research—all done with careful accuracy and quick wit: Roberto is a five-tool player for the placemaking game thanks to his endless energy and versatile skill set. After a stint at a downtown Nashville marketing agency, Roberto joined North Star as a supportive teammate with a penchant for finding the right words—and numbers—to tell a community's story in vivid detail. Whether working on business development or a research presentation, he always looks to learn about unique towns and cities nationwide and about the character and voice that

sets them apart. He also puts his dual language skills to work for our many clients that have Hispanic populations. After college, Roberto returned to the Music City to spend time with family and begin a career in advertising. If he's not poring over commas and decimal points, he's likely catching a minor league ballgame in Nashville's Germantown or making a seasonal pilgrimage to Wrigley Field in Chicago.

Education: The University of Chicago



Anita Carter Vice President, Creative Services

Driven by avid curiosity—be it learning the origin of a word or phrase or everything there is to know about a place— Anita is an explorer at heart.

The need to know how things work and what "makes people tick" led her to a Psychology degree with a focus in marketing. From being on the team that developed some big consumer brands like the Cadillac Escalade to overseeing an international spa skincare brand and developing place brands in her home state of Florida, the desire to know what is going on "behind the curtain" has proven a

truly valuable asset. At North Star, Anita gets involved at every level digging into research to help develop sound strategic foundations and bringing those ideas to life through big ideas, expressive writing and creative expressions. When she's not busy figuring things out, Anita is exploring the world with many of her adventures taking her to wine growing regions, a passion she shares with her husband. She's a trained massage therapist too but she only pulls that trick out of the bag in emergencies.

Education: Florida State University



Tyler HolderDirector of Strategic Communications

While a Florida native, Tyler's career and curiosity often takes him well beyond state lines. From supporting economic development projects to managing community initiatives across the U.S. and beyond, Tyler brings a wealth of experience in public relations, content creation and social media management to our team. Whether it's developing the positioning for a place marketing campaign or navigating complex, multi-layered local issues, his integrated mindset ensures



we approach each project holistically, considering all perspectives and opportunities. As an avid and steadfast Jacksonville Jaguars fan, Tyler takes time away from the office to venture into a couple away stadiums in his teal and black each year – from New York, Houston, Nashville, Seattle, and more.

Education: University of North Florida



Taylor MendeCommunity Development Manager

No matter the project or client need, Taylor brings much more than a warm smile to the task at hand. Growing up in a small town in Western New York gave her an appreciation for learning about what makes a community unique. With media, marketing and account service experience in agencies up and down the East Coast, Taylor understands the importance of solid client relationships. She listens and anticipates needs, then responds with psychic–level ability... It's something she learned while working in Guest Services at the ultimate

destination for millions of families — Walt Disney World. When she isn't assisting clients, Taylor enjoys capturing perfect moments behind the lens of her camera and maintaining her undefeated-at-home Jeopardy! status.

Education: State University of New York College at Cortland



Becky SwannArt Director

Bi-lingual when it comes to graphic and web design, Becky understands how to use imagery and type to generate desire for all the places she promotes. With an entrepreneurial spirit and love of playing hip hop covers on her guitar, she brings vibrant energy to every project that crosses her desk (even though it has to get through Patsy, the office cat, first). Ads, websites, logos, there isn't anything she can't make beautiful — but more importantly — effective when it comes to design and visual communication. Having grown up in Minnesota, Becky has an affinity

for working out of our sunny Jacksonville office. Especially in January.

Education: The Art Institute of Jacksonville



Will KetchumPresident • Leadership & Strategic Oversight

Communities are everything – spirit, pride, livelihoods, ambitions, friendships, recreation, and most of all, home. With that point of view, Will is as passionate about community and place branding as they come. From our Jacksonville office, he manages North Star operations and is always close to clients and our work. He's advised Fortune 1000 companies, major metros and rural counties on marketing and brand strategy over his 30 years in the agency business and has a particular focus in community economic development. He has led a community-wide

visioning process to create a competitive global identity for Jacksonville which involved a wide array of city leaders, stakeholder groups and sponsors. Will's never seen a trail he didn't want to take – whether it's traveling to solve branding challenges in amazing client communities, or traveling for fun with his family.



Education: Vanderbilt University | MBA, University of North Carolina at Chapel Hill



Don McEachernFounder • Leadership & Strategic Oversight

Don McEachern has been growing research based brands for more than 20 years. His experience includes working for multinational advertising agencies as well as nationally recognized creative boutiques. During his time in the ad world, Don put his stamp on some of the world's most famous brands including Goldkist, Hawaiian Tropic, Suntory Bottled Water Group, Trump Plaza, Panasonic and Lanier Worldwide. For his efforts he received numerous awards, including the prestigious national Effie for marketing effectiveness and a Clio for excellent creativity. 20

years ago, Don struck out on his own. With a dream and a dollar, he launched North Star Destination Strategies, specializing in brand marketing and research for places. More than 200 nationwide communities later, Don has become a recognized expert in the exploding field of place branding and destination research. With a process that combines education, research, strategy, creativity and action, he has helped create unique and effective brands for the states of Mississippi and Florida; major downtown areas including New Orleans and Memphis and big-name cities like Jacksonville, Florida, Dayton, Ohio and Providence, Rhode Island. That same process and passion has also been applied to small cities that will soon be household names such as Petersburg, Alaska, Sebastopol, California and Warrensburg, Missouri.

Education: The University of Tennessee



SCOPE OF WORK

Philosophy

North Star's only business focus is destination branding and marketing. As such, we have developed a very strong philosophy on place branding and marketing in our two decades of experience.

North Star will not "create" the brand for Oroville. It already exists in the very DNA of your community. Rather, we will uncover your brand and bring it to life in ways that have meaning for your target audiences. Uncovering Oroville's unique DNA is essential to the success of all the marketing and community-building efforts that follow. Just as an individual's DNA determines everything from how that person looks to how that person acts (as well as their health and vibrancy), your DNA should be the foundational touchstone for everything in your community from marketing to infrastructure to policy. As such, the heart of any truly impactful brand is a research-driven and authentic DNA Definition.

Once identified, this DNA Definition can drive consistent and powerful communications, focus brand development, shape experiences, impact your environment and more.

Phase 1: Market Research & Brand Strategy

Stakeholder and Community Education

Inclusiveness and early understanding are critical to the smooth implementation of a community brand. Educating your residents, businesses, and stakeholders on the purpose, process, and the possibility of a brand early is the first step in achieving buy–in from these important audiences. Specific attention must be given to your steering committee to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project. North Star has created an array of educational tools designed to increase understanding of and support for the Oroville marketing services initiative. To that end, we provide:

Educational Presentation: Live PowerPoint presentation (during the in–market trip) to your stakeholders for purposes of educating and furthering buy–in of community branding. This is not a canned presentation. We will collaborate with the City of Oroville to determine what you want to convey. Then we will craft the presentation to meet those goals.

Educational Site / Brand Story Site: This site serves as an online tool to direct traffic of Oroville residents and stakeholders interested in learning more about the project, getting involved in the research stage, or becoming a champion after the launch of the new brand. Here is an example of a live educational site for Johnson City, TN: brandjc.com

Research

Upon reviewing the existing research provided in the proposal, North Star has identified the following studies to help achieve Oroville's destination branding goals. The added benefit of working with North Star is our existing understanding of the area. We can move more rapidly through the research phase and test, confirm and measure changes in opinion more rapidly. The recommended studies ensure we have the most current sense of the Oroville landscape.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners. We administer an online questionnaire to each of your internal

groups or partner organizations. We then meet with each group during the in-market visit to more fully understand your primary objectives, general history, current political landscape, resources, competitors, etc. This is an excellent opportunity to engage your regional partners from the onset of the project.

Research, Planning, Communications and Media Audit: We conduct a comprehensive review of your provided relevant research and planning documents. In addition, we review and analyze marketing materials, branding, logos, and messaging from Oroville as well as recent press related to Oroville.

Familiarization Tour: As part of our formal in–market itinerary, we will tour area attractions, meeting facilities, commercial and residential buildings, downtown, hotels/motels, restaurants, entertainment venues, historic areas, sports complexes, natural areas, and retail and visitor centers. We will spend plenty of time exploring and experiencing the region.

Key Partner Organization Interviews and Focus Groups: Some of our most valuable pieces of insight for the purposes of defining your DNA and crafting your creative work come from these intensive one-on-one interviews and focus groups. With the assistance of project leaders, we want to identify and speak to key stakeholders about Oroville (including officials and staff from Oroville, real estate developers, park officials, board members, business community members, nonprofit and civic organizations, young professionals, etc.). We also want to talk to articulate individuals who are passionate about the community (musicians, writers, artists, coaches, ministers, historians, professors, matriarchs, patriarchs and more). We want to work with Oroville project leaders to ensure minorities and disadvantaged groups are included in these focus groups. Because we can react to the information they give us with original questions, these interviews often lead us down exciting discovery paths not revealed by resident-focused quantitative surveys.

Tapestry® Visitor Profile (can be substituted with a Community Survey of Residents if visitor records do not exist): Tapestry® provides a data-driven visitor profile that is entirely unique to your destination. Using visitor records or inquiries provided by your hoteliers (if available), Tapestry® reveals visitors' lifestyles, preferences, media usage, buying behavior and more. This report is useful for identifying potential growth visitor markets, budget allocation, media planning and buying, product development and event planning.

- Who Report: Consumer demographic and socio-economic classification, which allows for comparison between your consumers and members of your community. In other words, are your residents like or unlike your visitors?
- What Report: Profile of consumer lifestyle and media habits such as media usage, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies, travel behavior and more.
- Where Report: Grid showing relative comparisons of feeder markets based on the highest concentration of core consumers.
- *Consumer Mapping*: Origin information from existing databases (inquiries, lodging properties, attractions, etc.).

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside Oroville to uncover contextual perspectives. In collaboration with the Oroville project team, we compile a list of 20 (complete at least 5) identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, tour operators, regional and state level executives in economic development and tourism, and other external influencers you identify.

Consumer Awareness & Perception Study: This survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Oroville will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This study measures:

- Overall awareness and perceptions of Oroville
- Overall awareness and perceptions of competitor cities
- Measurements of Oroville's delivery of quality of life indicators
- Consumer experiences in Oroville
- Attitudes regarding Oroville's strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Oroville after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

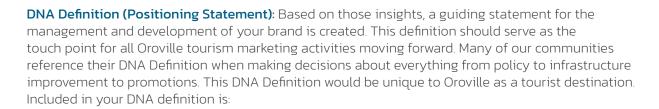
Competitive Positioning Review: A brand message and marketing strategy analysis evaluates Oroville's position relative to the competition in the greater region and the state – on both tourism and economic development levels.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand "story" does the research say? What emotional attachments can the brand hold? What are Oroville's core values? How does the brand fit into the consumer's lifestyle? How can the brand best be used to elicit Oroville's desired emotional/behavioral responses? It is from these insights that we determine the positioning of the comprehensive place brand.

These insight questions are gathered in a succinct storyline that leads directly to Oroville's strategic brand platform (DNA Definition). This platform is the critical touch point for all branded activity moving forward. For maximum brand impact, all efforts, thoughts, communications, and actions should literally and symbolically support its essence.

Situation Brief & Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell the Oroville story.



Target audience: For whom the City of Oroville has the most appeal.

Frame of reference: Geographic context of the City of Oroville

Point of difference: What makes the City of Oroville special.

Benefit: Why it should matter to the consumer.

Here is an actual example of how this construct guided our client **Placer County**, **California** and led to their "Life At Its Peak" tourism brand positioning:

Target audience: For those who want to breathe easy amidst

breathtaking beauty,

Frame of reference: Placer County, from the Sacramento Valley to the

Sierra Nevada along I-80,

Point of difference: is where California reaches up to Lake Tahoe and outdoor

adventure reaches every interest in every season,

Benefit: so your senses and connections are heightened.

Research and Strategy Presentation This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition. A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in-person to the City of Oroville staff and committee, and the accompanying report is shared digitally. DNA Definition approval is required before proceeding.

Phase 2: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Oroville. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, and messaging (with graphic standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Workshop: A collaborative, interactive meeting between the North Star team and the City of Oroville team/committee (a group of your choosing) will explore the roles of different creative



elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Strapline & Rationale (5): A strapline is not the be-all and end-all for your brand. But it is the start of the story. Depending on how safe or edgy you want to be, Oroville straplines can capture people's attention immediately and pique their curiosity or they can serve as a solid, hard-working tool that starts the job of positioning Oroville in the minds of consumers. North Star will provide a minimum of five different straplines, along with rationales for the strengths of each line. We also conduct trademark and Google searches to ensure the availability of each line. This is a critical step and one often overlooked by many professionals. There is nothing more frustrating than getting to the end of the project with a strapline that is not available to you!

Logos (5): We will present a minimum of five logo options for the City of Oroville that represent a variety of concepts, including an evolution of your current logo. We will provide two rounds of revisions to your selected logo. We further design this logo with and without the state name and with and without the strapline in vertical and horizontal lockups, representing all the different ways you could use it. North Star allows for two rounds of client revisions.

Color Palettes (2): We start by developing logos in black and white to reduce color bias. But once your logo decision is made, we open up the possibilities visually by allowing you to select between two very different palettes. This is a key decision in how your visual brand identity will "feel" since color evokes emotion.

Looks (2): We craft two entirely different visual looks that allow you to choose how your brand will be conveyed in terms of headlines, photography style, special graphic elements, detailing and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look, and it will be applied to all subsequent deliverables.

Brand Style Guide: This guide contains all the necessary information for using your logo, color palette, typefaces, language and other foundational creative elements to ensure consistency across all mediums. We provide a digital version as well as working InDesign files so you can edit the guide as necessary.

Custom Deliverables (8–10): To assist in the communication of the final brand concept, we will work with you to identify a list of 8–10 custom deliverables that target your specific Goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. The production of associated materials remains outside of this scope — the deliverables are visual examples. Options include, but are not limited to:

Website and Social Media Design • Templates (Reports, Presentations, Email, etc.)

Billboards Print & Digital Advertising • Visitor Center Design • Partner Recruitment & Co-branding

Visitor Guide Merchandise (Apparel, Outdoor Gear, etc.) • Interior & Exterior Signage

Final Report and Presentation: We compile your brand into a final oral presentation that summarizes the research, takes viewers through the foundational creative development (narrative, strapline, logo and color palette), and through the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in and a clean beginning to the ongoing implementation of your brand. Your final report will show the research,



strategy, creative work, and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables, and your brand style guide.

Phase III: Action & Implementation

Action & Implementation

In this stage, North Star develops a strategic action plan to assimilate your evolved positioning. The plan is broken up into two primary sections for direction: the first is for City of Oroville marketing and promotion; the second focuses on integration and stakeholder partnership. Both will leverage insights gained by the research phase to produce strategies focusing on: tourism development; increasing length of stay; increasing consumer awareness; providing more opportunities for stakeholder partnerships; strengthening your brand; and growing the economic impact of the entire tourism industry for Oroville.

Sales and Marketing Assimilation: We will work collaboratively to make this planning as meaningful to you as possible. The recommended tactics for marketing communications will take into account your discretionary marketing resources to ensure the implementation is reasonable and makes the best use of your available budget. Depending on your objectives, we will provide tactics in areas such as:

Visitor segment focus (i.e., family, adventure, wine)

Media mix

Travel trade efforts Public relations Guerrilla marketing Digital marketing/advertising

Website strategy

Posts, hashtags and social media

strategy

Street team campaigns Viral opportunities

Destination and Partner Engagement: During this portion of the plan, we will provide tactics for application of your brand strategy to your physical environment and for integration with your destination stakeholders including:

Public and partner education campaigns

Hospitality training

Visitor center experience Festivals and events

Master planning

Wayfinding and signage

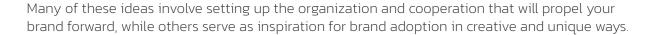
Outdoor recreation

Arts Awards

Environmental application

Community Communication & Rollout Guidance: The first and most important audience for your brand and eventual campaign is your citizen base. To educate them on the process, the outcome and the opportunity the new brand creates, North Star will prescribe a community rollout plan that details the brand and campaign to all interested stakeholders and citizens so that they can see, understand, and embrace it before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors (Brand Champions).

Brand Action Ideas: These are high-impact and custom ideas (up to 8) designed to raise the profile of the new City of Oroville brand and bring it to life in every corner of your community.



- Economic Development (marketing, communications, training, outreach, resources, etc.
 - all specifically related to economic development.)
- Private Sector (ideas and tools to engage businesses and private sector organizations.)
- Education (programs with the school district, small business/entrepreneur mentoring, education for front-line hospitality staff, etc.)
- Arts (public art campaigns, partnerships with art organizations, art contests, artists-in-residence programs.)
- Sports (tournaments, events, youth sports, etc.)
- Events (any organized activity that ties back to the brand ranging in scope from festivals to health fairs to career counseling to community clean-up days.)
- Festivals (repackage existing events/festivals or develop new ones that connect to your brand strategy.)
- Tourism (marketing, communications, training, products, packaging, merchandise, etc... all specifically related to tourism.)
- Environmental Applications (look at your community as if it were a canvas.)
- Awards (civic awards, organizational awards, etc.)
- Policy (laws or measures that support the brand strategy.)
- SEO (strategies to increase the visibility of your brand's digital elements via best practices online.)
- Health (community health programs, school-based health initiatives, business-based health initiatives, hospital and health care agency partnerships.)
- Master Planning (design and development of infrastructure and support systems consistent with the brand strategy)

Phase IV: Evaluation & Results Tracking (Future/Optional)

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time. Ideally, evaluation answers two basic questions: Have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, our 20 years of branding experience have shown that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brand among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade. These tracking studies are outside the



proposed scope of work but we wanted the City of Oroville to be aware of their future availability.

We use the following tools to measure tactical effectiveness:

12–Month Follow–Up: We follow up one year after your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Consumer Awareness & Perception Post-Study: Through the initial CAP study, you will have gained an in-depth understanding of the brand perceptions of the community among consumers. You will also have an excellent benchmark. By repeating the study, you will be able to easily assess the changes in your reputation in the minds of outsiders, visitors, and potential visitors.

Phase V: Comprehensive Years 2 & 3 Marketing Activation

Years 2 & 3 Marketing Activation Management: North Star's work and expertise extends well beyond creating the destination brand. As a specialist in tourism marketing, our scope will also include forming and assisting with implementation of the marketing action plan – inspired by your brand strategy. North Star will develop a comprehensive marketing strategy following this general framework and potential array of tactics:

- Business objectives (e.g. attraction and event visits, hotel nights, etc.)
- Communications objectives (e.g. awareness, reach, frequency, inquiries, site visits, change perceptions, etc.)
- Target audiences definition, analysis and quantification
- Target audiences key insights
- Key messaging articulation by market segment
- Communication, PR, social media and digital/paid media strategy
- Communication, PR, social media and digital/paid media strategy
- Annualized schedule and sequence of all tactics (month-by-month flowchart)
- Annualized marketing activation budget by tactic
- Program measurement and evaluation (definition of all metrics by tactic)



YEAR ONE PROJECT TIMELINE

Getting Started	Call	Week

Phase I

Market Research + Brand Strategy

Situation Analysis	Weeks 1 - 2
Research & Planning Audit	Weeks 1 - 2
Communication & Media Audit	Weeks 1 – 2
Community Engagement Website	Weeks 1 – 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey & Brand Barometer	Weeks 4 - 8
Qualitative (Influencer) Perception Study	Weeks 6 - 10
Consumer Awareness + Perception Survey	Weeks 8 - 10
Competitive Positioning Review	Weeks 8 - 10
Situation Brief & Insight Development	Week 11
DNA Definition Development	Weeks 11 – 13
Research & Strategy Presentation	Week 14

Phase II

Creative

Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop	Week 15
Foundational Creative Development	Weeks 16 - 20
Custom Deliverable Development	Weeks 21 - 25

Phase III

Action & Implementation

Community Communication & Rollout Guidance	Weeks 26 - 30
Brand Action Ideas	Weeks 26 - 30
Final Report & Presentation	Weeks 31 - 32

Proposed Timeline 32 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 36 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.



CLIENT REFERENCES

The following are past clients that have firsthand experience with our process. To view more of our past work, visit <u>NorthStarIdeas.com</u>.



Placer County, CA

Mr. Rob Haswell
Executive Director
Visit Placer
530.887.2111
rhaswell@visitplacer.com



Virginia's Blue Ridge

Mr. Landon Howard
Executive Director
Roanoke Valley Convention & Visitors Bureau

540.342.6025

<u>lhoward@visitroanoke.com</u>



Lodi, CA

Ms. Nancy Beckman
President/CEO
Lodi Convention & Visitors Bureau
209.365.1191
nbeckman@visitlodi.com



Johnson City, TN

Ms. Keisha Shoun
Director, Communications and Marketing
City of Johnson City
423.434.6249
kshoun@johnsoncitytn.org

CASE STUDIES





Do travelers ever know what county they are in? Do they care? Visit Placer, a county-wide organization, faced the task of promoting more than 100 miles of natural playground with larger DMOs at each end of the county whose budgets dwarfed theirs. The first step was identifying an overarching distinction for a diverse destination followed by an uphill climb to bring interested parties together, some of whom didn't see the need. And it just so happens that one of the world's most famous destinations, Lake Tahoe, is in Placer County — certainly a great advantage, but there were some difficulties too. How could Visit Placer enhance North Lake Tahoe as well as other attractions in the County?

INSIGHTS:

There is nowhere on earth with a spot as spectacular as Lake Tahoe. But that is just a great beginning to the fun, adventure, and relaxation in Placer County. Everywhere in the County offers breathtaking views, and there is an activity or vista for every part of the year. Placer County is where tense shoulders locked in a seemingly permanent shrug will relax. There are rewards at every turn — I-80 is the perfect off-ramp to adventure. Still, many of these experiences remain under the radar or are not identified as part of Placer County. Visit Placer needs to use its limited budget to partner with established organizers and category enthusiasts even outside the County to drive interest to the relaxed, accessible, comfortable opportunities in the area.

BRAND STRATEGY:

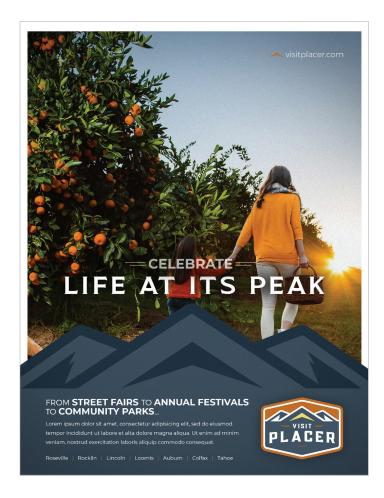
Placer County's draw is for those seeking to breathe easy surrounded by breathtaking beauty. Stretching from Sacramento to Nevada across the Sierras, Placer County promises an adventure for every season from powder to palates. Bay Area travelers in particular should schedule a bit more time for their trip to Tahoe because there is so much more to do just off I–80. North Star and Placer County developed creative tools to celebrate peak seasons, peak performances, and natural peaks found in Placer County. Something is always at its peak here. Implementation will focus on partnerships within the County among organizations and communities but also affinity groups across the West and beyond that will enjoy the Placer County experience.

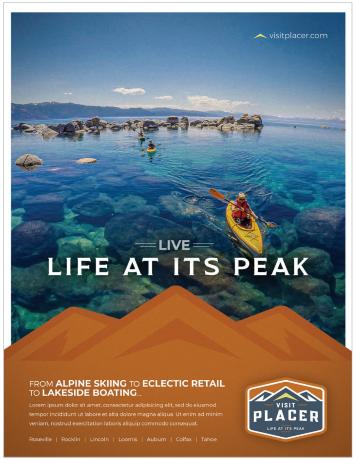
The line "Life at its Peak" is an obvious nod to Tahoe but frames "Peak" primarily in its alternate sense of "best" or "ultimate." It highlights the range of assets in Placer County. It is always peak season for something in Placer County: fun, wine, adventure, farm to table, etc. It can be modified with a lead-in to the line: "Placer County Sports...Life at its Peak." Or it can describe different categories at their peak in Placer County: Adventure at its Peak, Flavor at its Peak, etc. The line can take the lead or be used as supportive language when used by other DMOs or individual communities across the County. And it speaks to the quality of life throughout the destination which makes it a great invitation for recruiting talent for economic development interests.

In the logo, symmetrical graphic mountains offer a nod to the terrain while conveying upward movement and ultimate experiences. The unique font was selected for its welcoming sense of personality and high legibility. The mark also contains several graphic elements that can be used in various configurations and as a graphic vocabulary throughout branded materials. This flexibility will make it easy for Visit Placer to use the county-wide message to reinforce the individual efforts of assets and attractions across the destination. There are only a few counties that come to mind as recognizable destinations, and a majority of them are in California: Napa, Orange, Sonoma. Now there's another one you should add to that list — Placer.









PLACE BRANDING + MARKETING



PLACER

PLACER









NOURISHMENT AT ITS PEAK
BLUEBERRY * VANILLA * CASHEW

NOURISHMENT AT ITS PEAK













Full-bodied competition. When heavy-hitting destinations with big budgets have positioned themselves in the marketplace, it can be difficult to create a branding toehold for your own travel adventure. Such was the case with Lodi, CA, a smaller, more authentic wine country destination marketing in the same arena as Sonoma County and Napa Valley.

INSIGHT:

Lodi produces many respected wine labels, but with 90,000 acres of winegrape soil it also grows more grapes – for myriad famous labels – than any other wine country destination in California. That authentic agricultural connection to the land, the grape, and the growers creates a much earthier, more intimate, and immersive wine experience.

BRAND STRATEGY:

North Star recommended targeting wine novices, connoisseurs, and those in-between, who long for down-to-earth experiences and positioning Lodi as the wine country destination with the most winegrape acreage in California, bringing you closer to the grape making for a more intimate, immersive and memorable vacation.

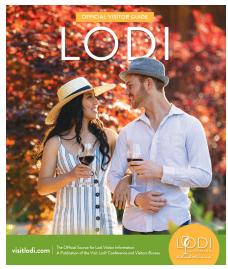
CLIENT KUDOS:

"Visit Lodi! is thrilled with the new Lodi brand. We very much enjoyed working with Don McEachern and his team at North Star Destination Strategies on the branding process. Their comprehensive research based approach has produced a product that we feel is not only appealing but representative of our destination."

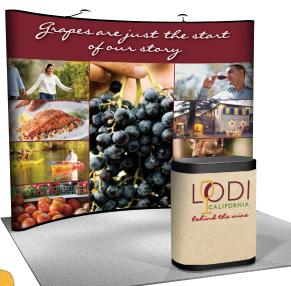
- Nancy Beckman, President and CEO, Visit Lodi! Conference & Visitors Bureau







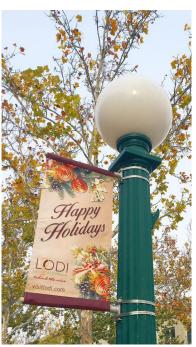
















BRAND DNA

TARGET AUDIENCE: For those who appreciate the original sound

of an authentic welcome,

FRAME OF REFERENCE: Bakersfield is where Los Angeles becomes

the Central Valley,

POINT OF DIFFERENCE: And where you find the heart of California's

giving ground,

BENEFIT: So everyone has a chance to find something better.

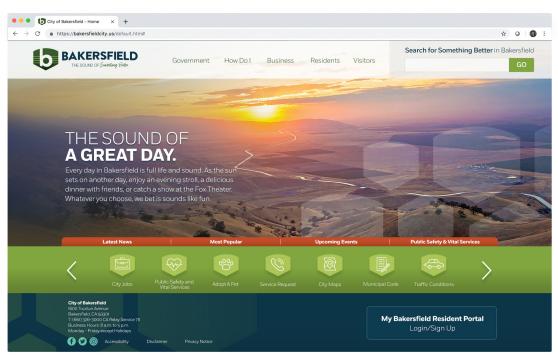






BUILDING Something Better





PLACE BRANDING + MARKETING







BUILDING Something Better









BRAND DNA

TARGET AUDIENCE: For those seeking a place made of the right stuff,

FRAME OF REFERENCE: Kern County, at the intersection of Los Angeles and

the Central Valley,

POINT OF DIFFERENCE: Is where California is both grounded and boundless,

BENEFIT: Literally and figuratively giving more power to you.

PLACE BRANDING + MARKETING







California. WHERE BUSINESS IS BOUNDLESS.













BUILDING Something Better











Quincy is a shining star in Illinois. Historic, beautiful and growing in a time when many cities of similar size in the state are struggling. But part of being great is knowing you can be even better. City leaders recognized that various public sector organizations in Quincy weren't working as a team, in large part because they all had different ideas about what made the community special. The first step in getting everyone on the same page was a branding initiative to identify exactly what page that is.

INSIGHT:

Take a trip to Quincy and you'll be surprised by the number of visiting Mormons. Talk to those visitors and you'll be touched by the tears that well up as they pay tribute to Quincy, describing how the community protected their forefathers fleeing religious persecution and death in the 1800s. For them Quincy is not a vacation, it's a pilgrimage of gratitude. And that is just one example of Quincy's almost 200 year history of caring —and acting on that compassion—in a way that saves lives, changes lives and lifts lives. Quincy is rich with resources and assets, but going the extra mile is what makes the city magnificent.

BRAND STRATEGY:

Quincy's graphic identity leverages the unique letter that leads the city's name. The line, "Right on Q" conveys that Quincy is the right choice. When people or businesses or organizations need help or support of any kind, Quincy is there... Right on Q. The logo brings the Q to life in a monogram that uses the city's historic architecture as inspiration. It is an abstract representation of various historic elements from windows to doors to bridges. Stones circle the Q, while the keystone serves as the leg. The look that extends the graphic identity into the community uses a watermark of the logo to contain the subjects of photography. The leg of the Q is used as a spotlight for emphasis and the headline structure is easy to use and reinforces the strapline.





















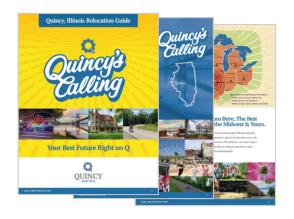
ENVIRONMENTAL INSPIRATION





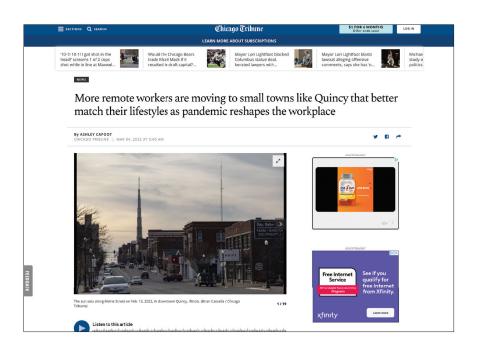
















Few tourism destinations have received as much acclaimed exposure in the movies and television as Fargo, North Dakota. And while Fargo does have some of the quirky optimism and interest of the movies and shows by the same name... it is so much more. In fact, over the last decade Fargo has acquired a kind of under the radar cool that can only happen when a small prairie town has a thriving, edgy arts district. And when the Misfit Conference chooses to make your city one of its host towns. And when the "oh so particular" cool seekers nationwide start whispering your name as one of the places to be. The challenge: How to capture this cool in a way that doesn't end up destroying it.

INSIGHT:

Fargo's vibe is completely uncontrived. It comes from being absolutely itself and anything but normal... Quirky and one-of-a-kind. Creative and kooky. Misfit and maverick. Even more conventional pursuits like shopping and sports feel completely different when experienced through the prism of Fargo's unique light. Contrast all this attitude with Fargo's location in typically conservative and conventional North Dakota and you've got something pretty special.

BRAND STRATEGY:

Fargo is located north of the vast majority of the nation. And Fargo is certainly not normal. So the strapline "North of Normal" serves double duty as a geographic identifier and an attitudinal definer. A simple arrow takes the place of the "A" in Fargo and points north while its placement... out of line with the rest of the word... let's you know that Fargo is anything but mainstream. Creative work uses bright interesting colors and compelling color screens to grab the viewer's attention. Unique headlines are paid off by an unexpected twist in the photography making Fargo's tourism messaging at once intellectual and hilarious. Unexpected twists are carried through in merchandise, guerilla marketing and infrastructure.













PLACE BRANDING + MARKETING

FARGO NORTH OF NORMAL



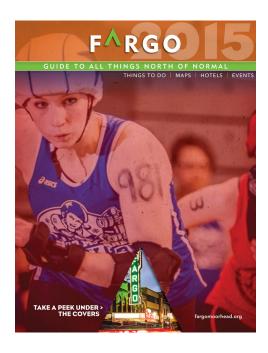


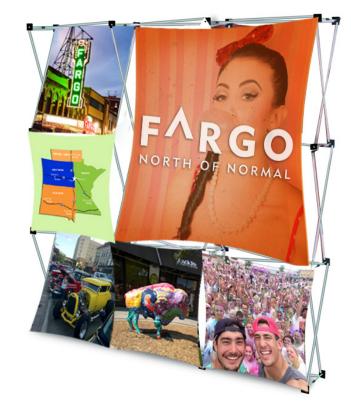
















Faith can move mountains. Virginia's Roanoke Valley was a destination having trouble connecting. The area's diverse assets weren't connected in the minds of visitors. Marketing efforts weren't connected or collaborative. The region's name wasn't connected to its greatest asset (the Blue Ridge Mountains and Parkway). Tourism stakeholders weren't connecting politically. The state wasn't connecting importance to the region or its efforts. And the region's big metro wasn't connecting with other more rural counties and cities.

INSIGHT:

North Star research landed on two critical insights. The region's proximity and relationship to the world famous Blue Ridge Mountains and Parkway was the primary point of connection in visitors' minds. Changing the destination name to be more reflective of this high-profile asset would shift the marketing priorities from the city of Roanoke to the entire region. The region offered a compelling mix of metropolitan and mountain assets... within minutes of each other.

BRAND STRATEGY:

North Star recommended targeting visitors seeking a rich mix of culture and outdoors, using the name to establish ownership of the Blue Ridge Mountains and Parkway in the state and positioning the region as having the largest metropolitan center in the Blue Ridge Mountain chain.

North Star also recommended changing the region's name to Virginia's Blue Ridge. Avoiding direct reference to the mountains or parkway prevents the tourism focus from being just mountains and outdoor, which is critical since the metro-mountain mix is brand essence. It also keeps it short and easy. Use of Virginia as a descriptor immediately places the region geographically and establishes ownership of the Blue Ridge asset in the state. The logo is a simple, natural nod to the mountains. To keep things clean and to keep the focus on the name, the CVB opted not to use a strapline. The creative concept showcases a day's activities for a visitor in the form of a timeline, which takes you from metro to mountain and back to metro in the space of a few hours. All tourism collateral showcases the diversity of metro mountain experiences.

RESULTS & CLIENT KUDOS:

In 2013 the Roanoke Valley CVB offered free partnerships to tourism business to better unify the region and to increase cooperation and collaboration. That same year, Roanoke City, City of Salem and Roanoke County received the 2013 Southeast Tourism Society's Governmental Tourism Leadership Shining Example Award for their support of Roanoke Valley CVB. Due to the increased success of the Roanoke Valley CVB branding and marketing efforts, local governments have increased tax funding to the CVB by over one million dollars, to support continued growth. Due to the increased success of the Roanoke Valley CVB branding and marketing efforts, local governments have increased tax funding to the CVB by over \$1 million to support continued growth.



VIRGINIA'S BLUE RIDGE





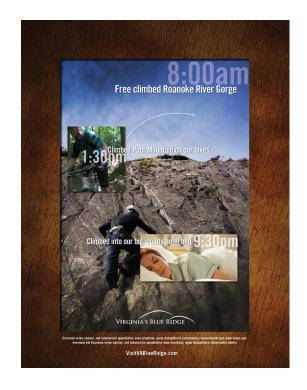


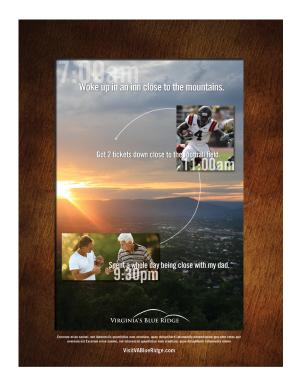
















With a sesquicentennial approaching, Johnson City was eager to update a decades-old brand identity and distinguish itself among the Tri-Cities. Eyeing the next 150 years, how can this outdoor mecca and educational powerhouse leverage the region while standing out within it? Johnson City needed a strong brand that positioned itself as a talent magnet for decades to come and a vehicle to celebrate the century and a half that defined its authenticity, culture and self-sufficient nature.

INSIGHT:

Johnson City demonstrates a strong commitment to quality of life, particularly to outdoor pursuits. It has more opportunities close to downtown than neighbors like Asheville. So there's no Asheville envy here, just a desire to enjoy short commutes whether that is to your tech job in a space with exposed brick walls or a mountain bike park on the edge of downtown organized like your favorite ski resort. Like many college towns, Johnson City suffers brain drain as grads chase urban living elsewhere only to find it unaffordable. But this City is not the place to get lost in a theoretical vacuum. The critical thinking and insights gained from higher education get tested and put to work here. You'll find the innovation you'd expect from universities and the business sector, but take a look at the public sector. Johnson City solved a chronic flooding issue by creating Founders Park that mitigates the problem while creating a beloved space. Just one of many examples in this picturesque town of how critical thought can go the extra mile in creating critical mass (outdoor rec, downtown activity and community pride).

BRAND STRATEGY:

Johnson City's new brand elements serve as an invitation to this mountain setting and economic opportunity. But it is also a call to action to get outdoors, do your best, and become involved. Go All Out will obviously attract adventurers and outdoor enthusiasts. But it encourages innovative thinking and gets to a distinction for perseverance and resiliency in this part of the state. You are part of a strong community here that will Go All Out for your needs and dreams.







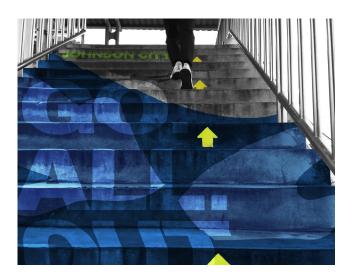






































PLACE BRANDING + MARKETING































YEAR ONE PROPOSED BUDGET

Partnering with the City of Oroville is not a responsibility we take lightly. If it becomes necessary, we are interested in collaborating with Oroville leaders to create an even more custom scope of work for perfecting this important initiative.

PROJECT TOTAL	\$80,000
Action + Implementation	\$17,000
Creative	\$33,000
Research, Insights & Strategy	\$30,000
Item	Price

Subsequent years 2 & 3 budgets will be developed during the Action + Implementation planning phase, but should range from \$80,000 - \$150,000, depending on available resources. This cost proposal has been calculated with consideration to third party costs associated with the research (we subscribe to a research tool) and North Star's blended hourly rate of \$185/hr. Travel will be billed on a pass through basis.





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: SANK PARK PERIMETER FENCE OPTIONS FOR SELECTION TO

PREPARE REQUEST FOR PROPOSAL

DATE: APRIL 19, 2022

SUMMARY

The City Council may receive recommendations from the Park Commission and Historic Advisory Commission to select a fencing an option to for staff to prepare a request for proposal to fabricate a fence to erect around the perimeter of Sank Park.

DISCUSSION

Following the City Council's approval on September 7, 2021, of the application for Per Capita funding for fencing to be installed around the perimeter of Sank Park and Rotary Park. Staff sought input from the Park Commission and the Historic Advisory Commission for new fencing because the location is a City park and falls within the Downtown Historic Overlay.

The fencing will replace the deteriorating wood and chain link fence surrounding Sank Park with a wrought iron fence. The fence was originally proposed to be a 6' tall decorative wrought iron fence with decorative gates that would be locked when the park is closed from dusk to dawn. The intent is to prevent further vandalism of the historic home and park grounds during the evening hours.

On March 8, 2022, staff received direction from the Park Commission to forward recommendation of a 5' tall white fence to replicate a rendering of the Lott Home fence with a simple picket design and corner posts with finial (Option A).

On March 24th, 2022, staff received direction from the Historic Advisory Commission to forward recommendation of a 5' tall matte gray fence to replicate that of a fence for a Gothic Revival home with relatively simple and narrow pickets with the entrance gate posts being fairly ornate and he gate inset at Montgomery Street (Option B with no curb).

Following City Council approval, a Request for Proposal (RFP) would be published, and the lowest or most qualified bidder will be selected to complete the project.

FISCAL IMPACT

Staff anticipates the proposals received for the fencing for the Sank Park fence and Rotary Park fence may exceed the Per Capita allocation of \$177,952.00. Should this be the case a budget appropriation will be requested.

RECOMMENDATION

Select one of the following, or a combination:

- 1. Option A recommended of the Park Commission
- 2. Option B recommended of the Historic Advisory Commission
- **3.** Or provide another recommendation to staff for the fencing selection.

ATTACHMENTS

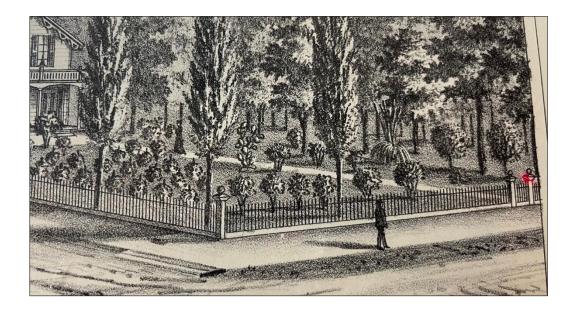
Fencing Options A & B

OPTION A

Park Commission

• 5' tall white fence to replicate a rendering of the Lott Home fence with a simple picket design and corner posts with finial.





OPTION B

Historic Advisory Commission

• 5' tall matte gray fence to replicate that of a fence for a Gothic Revival home with relatively simple and narrow pickets with the entrance gate posts being fairly ornate and he gate inset at Montgomery Street (no curb)





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: ADVISORY BALLOT MEASURE REGARDING THE

CONTRACTING OUT OF FIRE PROTECTION SERVICES FOR THE

CITY OF OROVILLE

DATE: APRIL 19, 2022

SUMMARY

The Council will consider a potential advisory ballot measure regarding the contracting of Fire Protection Services to Cal Fire, if approved the potential start date of any contract with Cal Fire would be delayed until November 15, 2022.

DISCUSSION

At the April 5, 2022, meeting Councilman Pittman requested to discuss the potential of an advisory ballot measure regarding the contracting of fire protection services with Cal Fire. Submitted potential ballot language would be "Shall the City of Oroville Fire Department personnel services of Fire Department be contracted out to State of California?". If this ballot measure is approved the contracting of any services from Cal Fire would have to be delayed until after the general election on November 8, 2022, the earliest start date of a contract would be November 15, 2022.

If a ballot measure is approved the Council the timeline necessary to have the measure placed on the ballot will require an agreed upon question submitted to the County Election Clerk no later then July 26, 2022. The process for the election measure must begin at the beginning of May 2022, to meet all the steps required prior to an election. The cost of a ballot measure is an estimation at this time. The reason for the estimation and not an actual cost is based around the new census numbers. Election costs are based upon the number of election materials, ballots and miscellaneous materials needed for an election. Since the new census numbers have been released there has been no elections, therefore there is no historical data to base a calculation upon. Additionally, the ballot measure has not been submitted which also complicates the issue. The estimated cost is between \$5,000 and \$10,000.

FISCAL IMPACT

None currently. If direction is provided to prepare a ballot measure the cost associated with the direction will be provided with future staff reports.

Recommendation

Provide Staff Direction

Attachments

- 1. Election suggested timeline
- 2. Estimated cost for fire protection services

CITY OF OROVILLE SUGGESTED/NORMA PROCESS TIMELINE 2022

Action	Date Start	Date End	E-
First Reading of Ordinances	May 17, 2022		E-175
Second Reading of Ordinances/ Approve for Voters	June 7, 2022		E-154
Call for Election	June 7, 2022		E-154
Resolution for Consolidation	June 7, 2022		E-154
Resolution for Candidate Statements			
Resolution for Election			
Resolution for Arguments			
Resolution for Rebuttals			
Notice for Arguments, Rebuttals, Public View for Ballot	June 8, 2022		E-153
Measure			
Ballot Measure Argument Period	June 8, 2022	June 21, 2022	E-153 to
City Attorney Impartial Analysis Deadline	· ·		E-40
Ballot Measure Rebuttal Period	June 22, 2022	July 1, 2022	E-139 to
			E-128
Ballot Measure Public Review Period	July 2, 2022	July 11, 2022	E-129 to
N .			E-120
Notice of Election – Candidates and Measures	July 5, 2022		E-126
County Deadline	July 26, 2022		E-105
Nomination Period	July 18, 2022	August 12, 2022	E-113 to
			E-88
Candidates and Statements to County	July 18, 2022	August 18, 2022	E-113 to
	, .		E-82
Secretary of State to Determine Ballot Order	August 18, 2022		E-82
Notice of Nominees to Paper	October 15, 2022		E-24
Election "	November 8, 2022		0

CITY OF OROVILLE COUNTY FINAL SUBMISSION TIMELINE 2022

Action	Date Start	Date End	E-
First Reading of Ordinances	June 7, 2022		E-154
Second Reading of Ordinances/Approve for Voters	June 21, 2022		E-140
Call for Election	June 21, 2022		E-140
Resolution for Consolidation Resolution for Candidate Statements Resolution for Election Resolution for Arguments Resolution for Rebuttals	June 21, 2022		E-140
Notice for Arguments, Rebuttals, Public View for Ballot Measure	June 22, 2022		E-139
Ballot Measure Argument Period City Attorney Impartial Analysis Deadline	June 22, 2022	July 5, 2022	E-139 to E-126
Notice of Election – Candidates and Measures	July 5, 2022		E-126
Ballot Measure Rebuttal Period	July 6, 2022	July 15, 2022	E-125 to E-116
Ballot Measure Public Review Period	July 16, 2022	July 25, 2022	E-115 to E106
County Deadline	July 26, 2022		E-105
Nomination Period	July 18, 2022	August 12, 2022	E-113 to E-88
Candidates and Statements to County	July 18, 2022	August 18, 2022	E-113 to E-82
Secretary of State to Determine Ballot Order	August 18, 2022		E-82
Notice of Nominees to Paper	October 15, 2022		E-24
Election	November 8, 2022		0

Estimated Cost

Cal Fire

Personnel Cost	\$4,049,492.00
Operational Cost	\$ 202,000.00
Original Total*	\$4,251,492.00
Estimated increase due to benefit	
total cost for FY 22/23. Revised	\$4,800,000.00
estimate provided in March of 2022	
by Cal Fire	

Proposed cost is at top step pay for each classification. It is expected that actual cost will be less then proposed due to each position will not be filled by employees earing top step. Annual cost is for actual amount paid to employees. A savings and potential earnings of approximately 10% (\$450,000) is expected.

Oroville Fire

Personnel Cost	\$4,041,676.00
Operational Cost	\$ 202,000.00
*Total FY22/23	\$4,243,676.00

Projected cost assuming a 4% increase due to inflation and increased operating cost. Revenue from out of county response varies each year, expected revenue approximately \$200,000.00



City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

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

Monthly Department Report March 2022

BUILDING

- Permits Issued 88
- Applications Received 105
- Total Permits Finalized 59
- Business Licenses/Occupancies Issued 8 (7 new business/ 1 owner change/0 location change)
- Permit Violations generated by Code Enforcement Stop Work Orders \$1,857.00

PLANNING

- The Housing Element is being revised to address some late comments by HCD, after which it will go to them for a preliminary review prior to public review of the document. HCD is commonly allowing deadline extensions past June of 2022;
- Supported the March Development Review Committee (DRC) meeting and March Planning Commission meetings. Projects reviewed included an Olive Ranch Tentative parcel map, the proposed new mural at Pacific Coast Producers, a Use permit for Dutch Brothers on Feather River Boulevard near Maverik, and the potential new award for exemplary historic preservation.
- Currently reviewing 6 active planning and building permit applications including sign, zoning compliance, solar, re-zonings and use permits.
- Reviewing or completed reviewing of 5_separate event, hope occupation and other administrative permits.
- Addressed dozens of phone, walk-in and email inquiries. This includes potential annexation, and industrial inquiries, plus many ADU, fence, and other residential inquiries;
- The Southside Revitalization Advisory Group had its second meeting on March 31, and started planning future Neighborhood Watch groups and jointly planning revitalization activities. The next meeting is scheduled for April 27.
- Blight windshield survey in South Oroville, awaiting blight analysis. The data will help identify problem properties and develop a revitalization strategy that includes the Opportunity Zone and possibly a Community Revitalization and Investment Authority (CRIA).
- In process—Zoning code updates for fences, ADU's, street vendors, massage establishments, small lot development standards, and Bingo games.

- Selected Placeworks, Inc. as General Plan consultant for VMT incorporation into Circulation Element
- Accepted free Greenhouse Gas emissions inventory update, courtesy of the Sierra Business Council and PG&E.
- Ongoing discussions with several potential residential, commercial, and industrial prospects as part of the city's ongoing economic development efforts.

PARKS & TREES DEPARTMENT

The following is a list of things we are working on or accomplished in March:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Trimming small and medium sized trees for site clearances
- Removed several large trees on Pomona Ave
- Started watering street trees with the City water truck
- Started working weekends, cleaning, and working events in the Parks
- Open and close museums on a regular basis
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City including roadsides and airport
- Grinded stumps in various locations
- Mowed on a regular basis
- Spent 70 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 340 potholes
- Picked up illegally dumped items on a routine basis throughout town; assisted
 Code Enforcement and the City Works Crew with private property clean-ups
- Dugout, formed, poured concrete on Gray St and on Pomona Ave
- Make repairs to fence along Table Mountain hillside walking path
- Continued cleaning and putting base rock in alleys
- Continued running through numerous irrigation systems and making repairs
- Installed new landscaping at Huntington Square, Park and Ride, Sank Park, and at La Palma
- Prepped and assisted with an Arbor Day celebration to meet requirements of Tree City USA

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Credit Reporting Maintenance (ongoing)
- Loan Portfolio Monitoring (ongoing)
- Housing Element Update-We received the first draft for review. Significant changes are required by the State pertaining to new housing laws.
- Veteran's Housing Development Corporation project
 - a. 2420 Baldwin Ave. transferred to VHDC currently awaiting permits to begin construction

- b. 3555 Argonaut-VHDC was about to start the rehabilitation on this home but during an inspection, noticed there was significant flooding
- c. 711 Montgomery St.(design)
- d. 1275 Mitchell Ave (design)-waiting for city attorney to complete security documents, Plan on starting construction mid-year 2023, with approximately a one-year construction period until completion.
- CDBG DR-MHP -Phase 1 of Lincoln Street Apartments was entered int the grant portal 4/5. Awaiting direction from the State program as to when to enter Phase 2.
- CDBG CV 2&3
 - OCESD Received plans and are working with architect on bidding documents.
 - Community Action Agency has not received any interest in the Utility Payment Assistance Program yet, they are working on updating project flyers hoping to increase awareness.
- Payoffs received fiscal year 21/22 in the amount of \$1,502,842.68
- Current balance of the loan portfolio is \$37,622,996

CODE ENFORCEMENT

March 1, 2021 - March 31, 2022

CODE ENFORCEMENT ACTIVITIES	
Total Active Code Enforcement Cases	300
Cases Closed	147
New Cases Opened	110

NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS		
Abandoned Vehicle Abatement	38	
Building Code Violation(s)	35	
Graffiti	9	
Multi-Family	8	
Public Nuisance(s)	27	
Sub-Standard Housing	1	
New Vacant Building Monitoring	0	
Stop Work Notices Issued	20	

Additional Code Enforcement Highlights for March:

- This month Code Enforcement served an abatement warrant at 2530 Forte Wayne Street. This is another partially burned structure where multiple subjects were living inside. There was indication of heavy narcotic use, and the property was infested with rats. A large motor home was towed out of the backyard and over 20,000 pounds of junk, trash and debris was abated. Code Enforcement was assisted by Oroville Police, City Works, and Public Works. The home was boarded up.
- Code Enforcement continued to patrol the area for subjects doing construction without permits. Over 20 stop work notices were issued. Code Enforcement obtained \$1,857.00 in double fees because of the stop work notices.

CITY CLERK

- Processed 14 Public Records Request March 2022
 - 51 Processed during January 1, 2022 March 31, 2022
 - o 25 Open Requests
- Agenda Management, Clerking and meeting processing for 4 Meetings March 2022
 - 18 meetings January 1 March 31, 2022.
- Upcoming Meetings:
 - Council Meeting May 3 and 17
 - Planning Commission April 28
 - Wyandotte Creek GSA –April 28
 - Arts and Parks Commission June 14
 - SBF Steering Committee April 27
 - Citizens Oversight Committee May 24, Possible Special Meeting end of April
- Records Management for Council approved documents
- Monthly meeting room setup for LAFCO, OCESD and Chamber of Commerce
- Records Management for Planning Commission
- Facilitated the Parks Commission Goals Workshop
- Received and Processed City Claims
- Continue to work on the City Hall Scanning Project
- Notarized and recorded documents and maps for various departments
- Assisted Departments with Record Searching and retrieval
- o Assisted departments with creation of Staff Reports, Resolutions and Ordinances
- Working on Election Duties for November Election
- Continue to complete other day to day duties of the Clerks Department

FINANCE DEPARTMENT

- Finalized the City's ACFR (Annual Comprehensive Financial Report).
- Completed the annual State Controller report.
- Working with FEMA to close out projects
- Administering employee evaluations
- Software deployment
 - Payroll Software, UKG Ready
 - Financial Software, Tyler Technologies
 - ClearGov Transparency software
 - Digital Budget Book
 - Operational Budgeting
 - Transparency Portal

- Policy updating
 - Split the Budget and Purchasing Policy into two separate policies
 - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- New reporting requirements for the Local Fiscal Recovery Funds
- Develop a new cost allocation for the new budget year
- Budget for 2022 23 year
- Look into administration for
 - Utility User Tax
 - Transient Occupancy Tax
 - Business Licenses
- Updating the Master Fee Schedule
- Opening a new Investment Managed Account with Chandler Asset Mgmt

HUMAN RESOURCES

- Ongoing recruitments for IT Analyst, Lead Tree Worker, MLE, Park Maintenance Technician, Police Dispatcher, Police Officer, Project Manager/Civil Engineer, Recycling Coordinator.
- Completed DOT Audit.
- Filing new claims for property damage, follow up
- Ongoing Investigations
- Electronic record keeping of personnel files.
- Processing Terminations and Retirements

RECYCLING PROGRAM

 Continued progress on SB 1383 Ordinance / code update / compliance review / meetings / 619 plan and resolution provided by Jennifer Arbuckle.

AIRPORT DIVISION

- Continued forward progress on Runway 2-20 and Associated Taxiways crack seal project
- Weed abatement ongoing
- Fuel testing / tank sumping
- Repaired static grounding reel that was damaged by pilot misuse
- Continued ongoing replacement of faded "Lumacurve" runway / taxiway signs
- RSA (runway safety area) inventory to FAA
- Met with consultant regarding future projects and related grant funding

INFORMATION TECHNOLOGY

- The IT department is down 2 employees and is working to refill those positions.
- Working on wire moves or wire cleanups during the construction at the public safety office.
- The City's cyber insurance company has posted minimum requirements to maintain being insured. There are a few items the IT department needs to address and we are working to meet those requirements.
- Working with the state to get the Next Generation 911 gear installed at the Police Dept.

- Assisting with the City-wide document scanning project.
- Working on the Laserfiche public portal configuration.

GEOGRAPHIC INFORMATION SERVICES

 Consultant services provided by California Spatial Services for mapping and production of new addresses.

PUBLIC WORKS DEPARTMENT

Fleet Maintenance Division

MECHANIC'S SHOP SUMMARY OF REPAIRS 2022						
	auto /	heavy	trucks	small	misc.	
MONTH	light	equip.	1-ton	equip.	repair	total
January	19	2	11	1	2	35
February	16	1	12	3	4	36
March	20	3	10	3	4	40
April						
May						
June						
July						
August						
September						
October						
November						
December						
YEAR TOTAL	55	6	33	7	10	111

Electrical

- Traffic signal maintenance and functional checks
- Streetlight inspections once per week during night hours
- Convention Center lighting repairs main floor, installed basement lights, installed freezer outlet
- Repaired lights Rotary Park
- Installed security lights at Sank Park
- Installed wiring for battery backups in new server room at PD
- Removed damaged electrical meter box Bedrock Park
- Replaced corp. yard gate opener mechanism
- Airport lighting maintenance and repairs

Sewer Division

- Sewer pump station functional tests Mondays, Wednesdays and Fridays
- Monthly electrical generator and alarm system functional tests
- Monthly and quarterly "hot spot" sewer line cleaning
- USANorth utility locates daily
- Ongoing condition assessment via sewer line cleaning and CCTV inspections
- Modify building at Olive Glen pump station for generator removal and replacement (R&R will take place in April)
- Driver tests for DOT inspection
- Grease removal Butte's pump station

ENGINEERING

Capital Projects

PROJECTS AND OTHER ACTIVITIES

Project or Activity	Recent Activity	Next Milestone		
NorthStar PSA	Preparing two new TO	Council Approval		
SC-OR Ruddy Crk L.S.	Review of 90% plans	County Permits		
Ruddy Creek Sub	Review of Phase 1 plans	Resubmittal		
Pavement Rehab 2022	TO for NorthStar	Topo Surveying Beginning		
Mono Ave Apts LLA	Recorded	None		
Olive Grove III	Waiver of Parcel Map	Submittal for Signature		
Olive Grove Frontage Imp	Review of Traf Control Plan	Approval Email		
Table Mountain Blvd Art Wall	The wall is being incorporated into the frontage improvements for Olive Ranch.	Revisit Hatchery to Montgomery		
Portland Loos	The Loos have been delivered	Rolls, Anderson, and Rolls produced PS&E.		
Dutch Bro's.	Plan Submittal	Plan Review		
	Plan Review	Approved		
Riverbend Apartments Ph 2	Plan Submittal	Construction to begin soon		
Mitchell Ave. Senior Apartments Ph1	Construction has begun.			
Mitchell Ave Sr Apartments Ph 2	Grading and Encroachment permits issued	Full plan approval.		
Linkside II Subdivision	Plans approved. Final map under review.	Construction anticipated to begin soon.		
Mission Olive Grove Subdivision	Staff provided Developer with a draft punch list.	Response from Developer.		
The Bluffs Subdivision	Staff continues to work with the owners to resolve the problems they have with sewer and storm drains.	Developer will correct deficiencies prior to the City accepting the facilities.		

Project or Activity	Recent Activity	Next Milestone	
Olive Ranch Apartments Phase I	Construction is underway.		
Olive Ranch Apartments Phase II	Construction is underway.		
Olive Ranch Apartments Phase III	Plan Review		
Rte. 162 Ped-Bike-Mobility	Staff has worked with our consultants to resolve RW issues. Environmental work completed.	Development of PS&E. Discussions with property owners regarding RW.	
Construction Management RFP	Samples of RFP collected from other cities.	Post RFP.	
Prospect View	Review of Plans and E.P.	Plans and E.P. ready for approval	
Elgin & Fort Wayne Topography and Drainage (South Oroville Drainage)	Staff has issued a T.O. to Gilbert Engineering	Wait of Topographic Survey	
Tractor Supply TSM	Approved by Planning Comm		
Parkside Drainage	Research of situation	Aid in resolution of civil matter.	
5 th Avenue Traffic Study	Petition Received from Citizen	Conduct Study	
Pomona Traffic Study	Petition Received from Citizen	Conduct Study/	
Hampton Inn	SWPPP Violation	Corrected by Developer.	

PARKS COMMISSION

- There are no Parks Commission meetings in March. At the February 8th meeting, we
 welcomed two new Parks Commission members, Michael Jones and Mickey Rich. All
 museums have begun opening in March at limited capacity and following CDC
 guidelines.
- We have already scheduled several tours in the upcoming months.
- In depth presentation from Code Enforcement's Director, Ron Belser.
- Back log report on several Parks related topics.

ARTS COMMISSION

- There are no Arts Commission meetings in March.
- At the February 8th meeting, we welcomed two new Arts Commissions, Misty Rayome and Jennifer Beers.
- The Committee approved the purchase of bronze plaques for recognition on past and future Art in Public Places projects.
- Four beautification NOFA projects have been completed, one remaining. The April 12th meeting was cancelled, staff provided an update of ongoing items.

PUBLIC SAFETY

Police Activity:

- Calls for Service 3,160
- Officer Initiated Incidents 613
 - o Total Incidents 3,773
 - o Total Reports 382
 - o Total Arrests 168
 - o Total Citations 67

Fire Activity:

- EMS Calls 320
- Traffic Accidents 25
- Fires 30
- Other 99
 - o Total 474

DATE: March 30, 2022

TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO CHANGE RATES FOR ITS AB1054 SECURITIZATION APPLICATION (A.22-03-010)

Acronyms you need to know

PG&E: Pacific Gas and Electric Company CPUC: California Public Utilities Commission

Why am I receiving this notice?

On March 11, 2022, PG&E filed its second Assembly Bill 1054 (AB1054) Securitization application with the CPUC. This application follows the initial AB1054 application that was filed in February 2021.

This application securitizes wildfire risk mitigation costs that have already been presented to the CPUC by other applications. There are no new wildfire risk mitigation costs included in this application. If this application is approved, PG&E will securitize up to \$1.7 billion in costs with recovery bonds instead of traditional utility financing.

Securitization is a form of financing that helps finance wildfire mitigation projects at a lower cost to customers than traditional utility financing. This form of financing will reduce the customer rate charge associated with the 2020 General Rate Case Decision and pending Wildfire Mitigation and Catastrophic Events Application (WMCE) Application over time.

Why is PG&E requesting this rate change?

The California legislature approved AB1054, which authorized the use of recovery bonds to fund certain fire risk mitigation costs as well as associated financing costs. In accordance with this legislation, PG&E's Wildfire Mitigation Plan, and other fire safety rulemakings seeking to reduce potential for wildfires started by electrical equipment, PG&E is further enhancing and expanding efforts to reduce wildfire risk.

How could this affect my monthly electric rates?

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. On average, rates for bundled electric service customers would increase by 0.5%.

The bill for a typical residential customer using 500 kWh per month would increase from \$165.35 to \$166.16, or 0.5% compared to rates currently in effect.

Direct Access and Community Choice Aggregation customers only receive electric transmission and distribution services from PG&E. On average, rates for services provided by PG&E to these customers would increase by 0.9% if this application is approved. DA providers and CCAs set their own generation rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

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. On average, existing Departing Load customers would see a rate decrease of 0.6%.

Actual impacts will vary depending on usage.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call 1-415-703-1584, email: PublicAdvocatesOffice@cpuc.ca.gov or visit PublicAdvocates.cpuc.ca.gov.

Item i.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at 1-800-743-5000. For TTY, call 1-800-652-4712. Para más información sobre cómo este cambio podría afectar su pago mensual, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555.

If you would like an electronic copy of the filing and exhibits, please write to the address below: Pacific Gas and Electric Company AB1054 Securitization Application (A.22-03-010) P.O. Box 7442 San Francisco, CA 94120

CONTACT CPUC

Please visit apps.cpuc.ca.gov/c/A2203010 to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Phone: 1-866-849-8390 (toll-free) or 1-415-703-2074

Email: Public.Advisor@cpuc.ca.gov
Mail: CPUC Public Advisor's Office
505 Van Ness Avenue

505 Van Ness Avenue San Francisco, CA 94102

Please reference the **AB1054 Securitization Application A.22-03-010** in any communications you have with the CPUC regarding this matter.

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

March 29, 2022

In reply refer to: Project No. 2100-CA

Ms. Gwen Knittweis, Manager Hydropower License Planning and Compliance Office California Department of Water Resources P.O. Box 942836 Sacramento, California 94236-0001

Re: Thermalito Afterbay River Outlet – Radial Gate Refurbishment Project Updated Construction Documents

Dear Ms. Knittweis:

This is in response to your letter dated February 25, 2022, that submitted procedures, plans, and calculations for two changes to the refurbishment of the radial gates at the Thermalito Afterbay Dam River Outlet, part of the Feather River Project, FERC No. 2100.

DWR is authorized to immediately proceed with modified portion of the project. Please document these changes in the final as-built drawings and final construction report.

We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett, P.E. Regional Engineer

L Blackott

cc:

Ms. Sharon Tapia, Division Manager CA Dept. of Water Resources Division of Safety of Dams P.O. Box 942836 Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects

Division of Dam Safety and Inspections – San Francisco Regional
Office100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

March 31, 2022

In reply refer to: Project No. 2088-CA

Mr. Rath Moseley General Manager South Feather Water and Power Agency 2310 Oro-Quincy Highway Oroville, CA 95965

Re: Sly Creek Dam Spillway Gate Operations

Dear Mr. Moseley:

This is in response to your letter dated March 21, 2022 that submitted description proposing revised April 2022 gate operations at Sly Creek Dam, which is part of the South Feather Water and Power Project, FERC No. 2088. We have reviewed the submittal and, given there will be daily monitoring of weather and inflows and no changes in the operation of the reservoir or releases, we have no comments on the proposed operations and you are authorized to raise the gates on April 1, 2022.

We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Ricardo Galdamez at (415) 369-3310.

Sincerely,

Frank L. Blackett, P.E.

rank & Blackott

Regional Engineer

cc:

Ms. Sharon Tapia, Division Manager CA Dept. of Water Resources Division of Safety of Dams P.O. Box 942836 Sacramento, CA 94236-0001



March 17, 2022

Bill,

It is with great excitement to announce that Golden Valley Bank is expanding with a new office in Oroville! You will soon be able to visit us located at 2770 Olive Highway. Construction activity will begin in the next few months, and we anticipate an opening date in Fall of 2022.

We are thankful for the businesses in Oroville who have been loyal customers of Golden Valley Bank. The Oroville office location is a key component of the long-term strategy to better serve businesses in Northern California. The Bank currently offers full service offices in Chico and Redding. We pride ourselves on delivering an experience unlike any other. It is our passion to help your business grow, make dreams a reality and better your local economy and community.

We have had the pleasure of being actively involved in many Oroville organizations, including the Oroville Chamber of Commerce and Oroville Rotary. Our Golden Valley Bank Community Foundation supports a number of organizations throughout the community including the Boy's and Girl's Club, the Oroville Rescue Mission, the Tiny Pines Foundation and more.

Golden Valley Bank is dedicated to recruiting the right people to serve your business. I am pleased to introduce James Venable, a long-time Oroville resident with over 15 years of experience in banking, who will lead the office as our Relationship Banking Manager.

James Venable and I are actively in Oroville and welcome the opportunity to learn more about your business. We look forward to our office opening in Oroville, where you will experience true relationship banking. We are Golden Valley Bank, and we want to be your locally owned community bank.

We'll be seeing you soon,

Laurie Kee

Senior Vice President

Director of Relationship Banking

Ikee@goldenvalley.bank

530-781-1898



GREGORY BLAKE

Superintendent gblake@thermalito.org

CODY WALKER

Assistant Superintendent of Business & Operations cwalker@thermalito.org

BOARD OF TRUSTEES

Jaymes Lackey Darlene Fultz Mark Walker Richard Meyer Tracell Biddle-Lewis

"In a safe and respectful environment, we inspire, educate, and challenge our students, empowering them to succeed in an ever-changing world."

April 1, 2022

City of Oroville City Council City of Oroville Administration 1735 Montgomery Street Oroville, CA 95965

RE: Fourteen-Day Notice of Proposal to Implement Developer Fees

Dear Oroville City Council:

A public hearing will be held by the Governing Board of the Thermalito Union Elementary School District at its regular meeting on May 12, 2022, in which the Board will consider a resolution implementing schools facilities fees in accordance with Education Code Section 17620. The meeting will be held at 6:30 p.m. in the Board Room of the district office, located at 400 Grand Avenue, Oroville, California. Further information on the costs of school services and facilities and on other available revenue, including the general fund, will be available at the District office as of May 1, 2022.

Should you need additional information, please feel free to contact me at (530) 538-2900.

Sincerely,

Louy M. Wuller Cody Walker

Assistant Superintendent of Business and Operations

Handouts at Meeting 04.19.22



OPTION C (secondary view)

- 6' tall <u>satin black</u> fence to replicate that of a fence for a Gothic Revival home; however, the simple and narrow pickets with host a soft arch at the top
- Corner posts with finial (similar to existing posts)
- The entrance gate posts and gate would be inset at Montgomery Street

OPTION C

- 6' tall <u>satin black</u> fence with a simple and narrow picket that hosts a soft arch at the top
- Corner posts with finial (similar to existing posts)
- The entrance gate posts and gate would be inset at Montgomery Street

