



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**October 18, 2022**  
**REGULAR MEETING**  
**OPEN SESSION 4:30 PM**  
**AGENDA**

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### PUBLIC ACCESS AND PARTICIPATION

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

#### To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
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](mailto: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.

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## CALL TO ORDER / ROLL CALL

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

## OPEN SESSION

1. Pledge of Allegiance
2. Adoption of Agenda

## PRESENTATIONS AND PROCLAMATIONS

1. YMCA Update of Operations at New Location

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

### 1. APPROVAL OF THE MINUTES

The Council may approve the minutes of October 4, 2022.

#### RECOMMENATION

Approve the minutes of October 4, 2022.

### 2. REQUEST TO WAIVE ADMISSION FEE FOR VARIOUS PROMOTIONAL EVENTS HELD AT THE OROVILLE MUSEUMS

The Council may consider a request to waive the admission fees for various promotional events to be held at The C.F. Lott Home, The Pioneer Museum, The Chinese Temple & Museum Complex, The Bolt's Antique Tool Museum, and The Feather River Nature Center to be hosted by the Oroville Docents

#### RECOMMENDATION

Provide direction, as necessary.

### 3. DONATION TO THE CHINESE TEMPLE

The City Council may acknowledge the receipt of a donation to the Oroville Chinese Temple.

#### RECOMMENDATION

Acknowledge receipt and acceptance of donations to the Oroville Chinese Temple.

### 4. NETWORK SWITCH UPGRADE

The Council may consider purchasing new network switches in the amount of \$39,678.51.

#### RECOMMENDATION

Authorize staff to purchase all needed network switches in the amount of \$39,678.51.



**5. AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF OROVILLE AND R.L. HASTINGS AND ASSOCIATES FOR NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR OROVILLE CONVENTION CENTER**

The City Council will consider approving the selection of R.L. Hastings and Associates to prepare the Oroville Convention Center Improvement Project National Environmental Policy Act (NEPA) and conduct Federal and State labor standards monitoring for a period of two (2) years.

**RECOMMENDATION**

Approve the selection of R. L Hastings & Associates and authorize the mayor to sign the contract for services for the preparation of NEPA, Labor Standards Monitoring and Section 3 compliance.

**Adopt Resolution No. 9103** – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH R. L. HASTINGS AND ASSOCIATES FOR THE NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR OROVILLE CONVENTION CENTER (OCC) IMPROVEMENTS.

**6. PROFESSIONAL SERVICES AGREEMENT WITH BRANDLEY ENGINEERING SERVICES AND CONSTRUCTION MANAGEMENT FOR CRACK SEAL PROJECT RUNWAY 2-20 AND ASSOCIATED TAXIWAYS**

The Council is requested to approve a professional services agreement with Brandley Engineering Services for engineering services and construction management during the construction of the crack seal project of runway 2-20 and associated taxiways at Oroville Municipal Airport.

**RECOMMENDATION**

Approve the professional services agreement between the City of Oroville and Brandley Engineering Services for engineering services and construction management during the construction of the crack seal project of runway 2-20 and associated taxiways at Oroville Municipal Airport.

**REGULAR BUSINESS**

**7. SANK PARK PERIMETER FENCE OPTIONS FOR CONSIDERATION FOLLOWING RECEIPT OF BIDS**

The City Council may review and consider two bids received following the publishing of a Request for Proposal (RFP) to fabricate and erect a fence and gates around the perimeter of Sank Park.

**RECOMMENDATION**

Select one of the following, or a combination:

Select Bid “A” and approve a budget adjustment of \$91,436.81 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.

Select Bid “B” and approve a budget adjustment of \$445,192.50 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.

Or provide another recommendation to staff.

## **8. FINANCIAL ANALYSIS FOR FISCAL YEAR ENDED JUNE 30, 2022**

The Council may receive annual unaudited financial information for the year ended June 30, 2022.

### **RECOMMENDATION**

Staff recommends for the Council to consider allocating fund balance as follows:

\$2,193,503 to pay off the American River Bank – Solar and Energy project. Balance to go to Fund Balance

## **PUBLIC HEARINGS**

The Public Hearing Procedure is as follows:

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

## **9. CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT 17-CDBG-12014 AND 20-CDBG-CV-2-3-00113**

The Council will conduct a public hearing relating to the performance and the final accomplishments of Community Development Block Grant (CDBG) No. 17-CDBG-12014 and 20-CDBG-CV-2-3-00100.

### **RECOMMENDATION**

**Adopt Resolution No. 9102** - Authorizing the closeout of Community Development Block Grant 17-CDBG-12014 which expired July 31, 2022.

**Adopt Resolution No. 9101**- Authorizing the closeout of Community Development Block grant 20-CDBG-CV-2-3-00113.

**10. ZC22-04: STANDARDS FOR DEVELOPMENT OF NON-CONFORMING LOTS IN SOUTH OROVILLE**

The City Council may consider approving amendments to Oroville Municipal Code Section 17.28.020 (“Development Standards for residential districts”) in order to support development of existing sub-standard lots in South Oroville. The Planning Commission has recommended approval of the amendments on a 5-0 vote at its meeting of August 25, 2022.

**RECOMMENDATION**

The Planning Commission and Staff recommend the following actions:

1. Certify the Notice of Exemption
2. Conduct a public hearing and approve Zoning Change ZC 22-04
3. **Adopt Resolution No. 9105** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CODE AMENDMENT ZC 22-04 REGARDING DEVELOPMENT STANDARDS FOR NON-CONFORMING LOTS IN SOUTH OROVILLE
4. **Waive first reading and introduce by title only Ordinance no. 1870** -- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING MUNICIPAL CODE SECTION 17.28.020

**11. ZC22-05: AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION 17.48.100 (“SUBSTANDARD LOTS”)**

The City Council may consider amending Municipal Code Section 17.48.100 (“Substandard Lots”) in order to eliminate unenforceable provisions which require lot line adjustments or lot mergers as a prerequisite to development of substandard lots. The Planning Commission has recommended approval, and no issues have been identified.

**RECOMMENDATION**

The Planning Commission and Staff recommend the following actions:

1. Conduct a Public Hearing; and
2. Adopt the recommended Categorical Exemption; and
3. **Adopt Resolution No. 9104** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CODE AMENDMENT ZC 22-05 REGARDING AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION 17.48.100; and
4. **Waive first reading and introduce by title only Ordinance no. 1869** -- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING MUNICIPAL CODE SECTION 17.48.100

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence
  - i. Haven of Hope on Wheels Biannual Report
  - ii. Police Department Monthly Report for September 2022
  - iii. FERC Correspondence
  - iv. CPUC Notices regarding PG&E
  - v. Pioneer Union Elementary School District Notice

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on November 1, 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](http://cityoforoville.org) and YouTube.



**October 04, 2022  
MINUTES**

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This agenda was posted September 30, 2022 at 2:40pm. This meeting was recorded and may be viewed at [cityoforoville.org](http://cityoforoville.org) or on YouTube.

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## **CALL TO ORDER / ROLL CALL**

Mayor Reynolds called the meeting to order at 4pm.

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

**STAFF:** Interim City Administrator Tom Lando, Assistant City Clerk Jackie Glover, Business Assistance and Housing Development Director Amy Bergstrand, City Attorney Scott Huber, Code Enforcement Director Ron Belser, Assistant City Administrator Ruth Wright, Assistant Community Development Director Ruth Duncan, City Treasurer Karolyn Fairbanks.

## **CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Police Officers Association, Oroville Management and Confidential Association
2. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and the Personnel Officer related to the following positions: Police Chief

## **OPEN SESSION**

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

**AYES:** Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

## **PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS**

The following individuals spoke on non-agenda items:

- Don Blake

- Brandon Theodore
- Bill Speer

The following individuals spoke on agenda items:

- Bill Speer – Items 3, 8
- Dorinda Scofield – Item 8

## CONSENT CALENDAR

Motion by Council Member Riggs and second by Council Member Goodson to approve the consent calendar items 1-2 and 4-7. Motion passed.

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

### 1. APPROVAL OF THE MINUTES

The City Council approved the minutes of August 16, 2022, September 9, 2022 and September 20, 2022.

### 2. FAA GRANT ACCEPTANCE FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-06-0178-027-2022 AT OROVILLE MUNICIPAL AIRPORT AND STATE DEPARTMENT OF TRANSPORTATION AIP MATCHING GRANT

The Council may considered accepting a \$511,101 AIP Grant offer from the Federal Aviation Administration (FAA) for the Oroville Municipal Airport and a State Department of Transportation AIP Matching grant in the amount of \$25,555; and **Adopted Resolution 9099 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, APPROVING THE ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR AIRPORT IMPROVEMENT PROGRAM PROJECT NO. 3-06-0178-027-2022 AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT;** and **Adopted Resolution 9100 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

### 4. SURCHARGE ON PURCHASE OF VACTOR 2100 TRUCK FOR THE SEWER DIVISION

The Council approved the Heavy-Duty pricing surcharge and Vactor Materials surcharge, for (1) Vactor 2100 truck for the Sewer Division in the amount of \$8,500.

### 5. PUBLIC SAFETY REPLACEMENT OF DAMAGED AND DESTROYED OFFICE FURNITURE

The Council considered the purchase of additional office furniture for the Oroville Public Safety facility that was damaged and destroyed and authorized and directed staff to execute a one-time purchase from National Business Furniture for the purchase of workstations in the amount of \$12,492.26. CMAS Contract #4-20-71-00970.

### 6. CAPITAL ASSET REPLACEMENTS FOR FISCAL YEAR 2022-23

The City Council reviewed the requested capital asset purchases for fiscal year 2022-23.



## 7. DONATION OF SURPLUS EQUIPMENT

The Council declared 5 file cabinets as surplus and authorized staff to donate them to the Oroville Community Concert Band.

## 3. REPAIRS TO THE UPLIFTED SIDEWALK IN DOWNTOWN OROVILLE AREA BY PRECISION CONCRETE

Council received information regarding the completion of repairs to the uplifted sidewalks areas in the downtown Oroville location with Precision Concrete as identified in their Zone 1, Phase 2 & 3 Assessment, and Zones 2 for a \$400,000.00 as budgeted in the 22-23 Fiscal Year.

Motion by Council Member Smith and second by Council Member Riggs to approve item 3. Motion passed.

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

## REGULAR BUSINESS

### 8. SANK PARK PERIMETER FENCE OPTIONS FOR CONSIDERATION FOLLOWING RECEIPT OF BIDS

The City Council reviewed and considered two bids received following the publishing of a Request for Proposal (RFP) to fabricate and erect a fence and gates around the perimeter of Sank Park.

Council requested staff to return with a presentation with more information.

## REPORTS / DISCUSSIONS / CORRESPONDENCE

### 1. Council Announcements and Reports

- a. Thomson – Went to the Thermalito Family Center was excited about the completion, Motioned the amazing work of Code Enforcement and spoke about how wonderful Salmon Festival was.
- b. Pittman – Spoke about the Thermalito Family Center, asked the Attorney read a section of the municipal code read related to political activities to the public.
- c. Riggs – Downtown Oroville First Friday Scarecrow Contest this week, November is a wine walk.
- d. Smith – Thanked everyone who helped at the Salmon Festival, estimated approximately 10,000 people attended.
- e. Reynolds – Spoke about the young individuals that put the car show together and the success of the Salmon Festival.
- f. Goodson – Spoke about code enforcement, exchange club candidates forum October 6<sup>th</sup> 6-8pm at the State Theatre.

### 2. Future Agenda Items – City Hall Bathrooms and Carpet

### 3. Administration Reports

- a. Lando – spoke about upcoming legislation related to local control at the State level
- b. Huber – spoke about a summary of bills that affect public agencies memo will be coming as soon as the signing of bills is done.
- c. Nevers – Spoke about the Oak Tree Ordinance progress, city hall roof repair progress

- d. Duncan – Mentioned the year end financials for next agenda, spoke about capital assets, capital projects list coming soon.
- e. Belser - Mentioned that he has 3 of 4 vehicles on the road now; Down a few employees, employees moved to Police; Housing Navigator is busy and is doing an excellent job; spoke about city works and a MOU with FRRPD to light up bedrock park and the levee.

## ADJOURN THE MEETING

Mayor Reynolds Adjourned the meeting at 5:48pm.

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mayor Chuck Reynolds

\_\_\_\_\_  
Assistant City Clerk Jackie Glover

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DEPARTMENT, AND HEATHER MCCAFFERTY, CULTURAL FACILITIES CURATOR**

**RE: REQUEST TO WAIVE ADMISSION FEE FOR VARIOUS PROMOTIONAL EVENTS HELD AT THE OROVILLE MUSEUMS**

**DATE: OCTOBER 18, 2022**

**SUMMARY**

The Council may consider a request to waive the admission fees for various promotional events to be held at The C.F. Lott Home, The Pioneer Museum, The Chinese Temple & Museum Complex, The Bolt's Antique Tool Museum, and The Feather River Nature Center to be hosted by the Oroville Docents.

**DISCUSSION**

There are several upcoming community events scheduled to take place at the City's museums that will benefit the public and the museums. The following upcoming events will be hosted by the Docents Association:

- October 29, 2022      Family Trick or Treating @ Oroville City Museums
- December 3, 2022    Pioneer Christmas, Old Fashioned Christmas Celebration
- January 22, 2023     Chinese New Year at the Chinese Temple
- Feb. 25 & 26, 2023    Museum Weekend

At this time, staff is requesting the Council to consider waiving the general admission fee of \$3.00 for the listed 2022 events and \$4.00 fee for the listed 2023 events.

**FISCAL IMPACT**

Fees for adult admission to the museums for 2022 are \$3 and children under 12 are free. New Event - Trick or Treat at the Museums: This will be out first time doing this event. We expect approx. one hundred adults to bring their children to each of the 5 city museums to get candy. If half of the adults enter the museum, there would be 50 waived adult admission fees for each of the five museums, totaling 250 waived adult fees for this event.)

Trick or Treat at the Museums – approx. 250 visitors (adult)

Pioneer Christmas – approximately 100 visitors (adult)

Total = 350 visitors x \$3 admission fee = \$1,050

Fees for adult admission to the museums will be \$4 beginning in 2023.

Chinese New Year – approximately 400 visitors (adult)

Museum Weekend – approximately 750 visitors (adult)

Total adult admissions = 1150 visitors x \$4 = \$4,600

The waiver of the admission fee of \$3.00 for the listed 2022 events will result in an approximate loss of \$1,050 for the museums. The waiver of the admission fee of \$4.00 for the listed 2023 events will result in an approximate loss of \$4,600 in revenue for the museums.

**RECOMMENDATION** Provide direction, as necessary.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: CITY COUNCIL**

**FROM: DAWN NEVERS, ASST. DIRECTOR OF COMMUNITY DEVELOPMENT  
AND HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

**RE: DONATIONS TO THE CHINESE TEMPLE**

**DATE: OCTOBER 18, 2022**

**SUMMARY**

The City Council may consider acknowledging the receipt of a donation to the Oroville Chinese Temple.

**DISCUSSION**

The city recently received a donation of:

- 1 book, titled "Chinese Shorthand," by Chew Fish Yuen.

The donation has been reviewed by Dawn Nevers, Assistant Community Development Director, Heather McCafferty, Cultural Facilities Curator and Ann Chamberlain, Lead Docent at the Oroville Chinese Temple and has been deemed acceptable to add to the collection. The book, titled "Chinese Shorthand", written by Dr. Fish Yuen, was one of the first of its kind to standardize Chinese cursive script and abbreviated characters. It is still used today and housed at many University libraries throughout the United States and Asia.

The book is in compliance with Park Commission Policies & Procedures #20 as it meets the standard to, "continue to emphasize the 19<sup>th</sup> Century Chinese sojourner and the descendants of the pioneer Chinese families." Dr. Chew Fish Yuen is from the Chew family/Yuen Clan of Red Bluff, whose roots date back to 1888. He was an herbalist and highly educated man who followed in his famous father, Chew Yuen's footsteps. Four members of the Yuen Clan operated the Chew Yuen Herbal Shop in Red Bluff from 1904-1973. Members of the Chew family have created the Helen and Joe Chew foundation, which is now consolidating family artifacts. Some members of the Chew family, including his cousin, Jessica Chew, recently visited the Chinese Temple (photo attached) and have offered to add Dr. Chew Fish Yuen's book to the existing display of the Cinnabar Ore that he donated in 1973.

The addition of this book to the permanent collection at the Chinese Temple would further  
COMMUNITY DEVELOPMENT  
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illuminate the life and accomplishments of decedents of pioneer Chinese families in our region. The family hopes that the book can be displayed with the Dr. Chew Fish Yuen donated to the Chinese Temple in 1973 of high-grade cinnabar ore and a plaque that includes the text "in memory of the countless Chinese miners who died during the gold rush before finding their fortune." (See photo in attachments).

### **FISCAL IMPACT**

There is no fiscal impact at this time.

### **RECOMMENDATION**

Acknowledge receipt of the donations for the Oroville Chinese Temple and recommend that the City Council accept the donations.

### **ATTACHMENT(S)**

Signed Deed of Gift  
Donation Object History Form  
Dr. Chew Fish Yuen Biographical Information Sheet  
Photo of the book, "Chinese Shorthand".  
Photos of the Chew Family





City of Oroville Museums  
Department of Parks & Trees

Deed of Gift

Accession Number: CT 2022-01,001  
(Permanently assigned upon approval of donation)

Donor: Helen and Joe Chew Foundation Phone: 916-716-5429

Address: 19475 Reeds Creek Road, Red Bluff, CA 96080

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s):

Book titled "Chinese Shorthand" by Chew Fish Yuen

Description of Item(s): (continue on back)

Book titled "Chinese Shorthand" by Chew Fish Yuen which is used for academic and scholarly purposes.

Acceptance of gift(s) is subject to the following conditions:

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.
2. This gift shall be subject to no restrictions or conditions.
3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.
4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.
5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and that I have read and am familiar with the provisions of this Deed.

Signature of Donor 

Date 9/30/2022

Accepted by 

Date 10/12/22

## Donation Object History Form (2 pages)

**Please gather as much of the following information as possible. This needs to be done when the object is first received. This information is valuable in determining the significance and the proper interpretation of the object. It will also assist in justifying why the gift should be accepted or denied. Please take the time to be as thorough as possible. Attach extra sheets of paper is necessary.**

**Without this information, the object is just an interesting object. With this information, the object provides a link to our past, making it come alive.**

Donor Name: Helen and Joe Chew Foundation Phone: 916-716-5429

Address: 19475 Reeds Creek Road City: Red Bluff State: CA Zip: 96080

Object Name: Book titled "Chinese Shorthand" by Chew Fish Yuen

This box to be filled out by Museum Staff

Accession Number: \_\_\_\_\_ Catalog Number: \_\_\_\_\_

I. How did the object come into their possession? Was it: Author is our cousin and provided a family copy after publishing

A. In the family? Yes

I. What was the family name?

Hazel and Robert Wong

II. What was the family relationship to the donor?

Second, Cousins

III. Where did the family live?

202-204 Walnut Street, Red Bluff, CA

IV. What did the family do? (Business, occupation, etc.)

Dr. Chew Fish Yuen was a herbalist following in his famous father in the North State's footsteps Dr. Chew Yuen. Hazel's family operated the Ming Terrace Restaurant.

B. Purchased? N/A

I. From whom?

II. Where? \_\_\_\_\_ When? \_\_\_\_\_

III. How much was paid? \_\_\_\_\_

IV. Why was it purchased? (Gift, everyday use, collectors item, etc.)

C. Given to donor? Helen and Joe Che Foundation is consolidating family artifacts

I. When? 1/30/2022 Where? Red Bluff, CA

II. By whom? Joyce Wong

III. What was the relationship to the donor? Third Cousin

IV. Why was it given? To consolidate Chew family artifacts under a non-profit

D. Found? N/A

I. When? \_\_\_\_\_ Where? \_\_\_\_\_

II. Any unusual circumstances surrounding the find?

## 2. Use of the object:

- a. How was the object used? (Describe action: ex. "John held it in his left hand and pumped it with his foot.") The book was not used by the family, however it is used for scholarly purposes throughout the United State's higher education insitutions, particularly for linguistics graduate school. It is also found in other historical musuems.
- b. Who used or wore the object?  
The family did not use the book.
- c. When was it used? (Every day/ holidays/ in the winter, spring, etc/ during a certain time period/ for a certain situation)  
The family did not use the book.
- d. Where was it used? (Exact locations - In kitchen/ in barn/ in California)  
This book was kept in honor of cousin Dr. Chew Fish Yuen's accomplishments. We were very proud of him.
- e. What did its use signify?  
Today in China, we use Simplified or Traditional language. This is what Dr. Chew Fish Yuen's book is accomplishing for American Born Chinese who only know Cantonese and not the
- f. Why has this object survived or been saved?  
The object was held in a trunk by Hazel Wong's sister Julia Chew.

## 3. Manufacture of the object: Limited Edition of 1000 copies; printed in Hong Kong

- a. Who made it? Printed in Hong Kong in 1973
- b. When was it made? 1973 c. Where was it made? Hong Kong
- d. Why was it made? To educate the Cantonese on the changes within the Chinese Characters.
- e. How does it / did it work? The book is now used for graduate level linguistics. It is bridging the gap between China's "traditional" characters to the "simplified" version that is used today. This type of teaching was ahead of its time.
- f. Who altered or repaired it? ahead of its time.
- g. When was it altered or repaired? Where?  
N/A
- h. Why was it altered or repaired?  
N/A

## 4. Are there any photographs of the object? Yes, museums &amp; universities carry original copies

- a. Showing use of location?  
Kelly-Griggs House Museum, HathiTrust Special Collections, University of Arizona Library
- b. Related photos or people or places? Journal of the American Oriental Society

## 5. Are there any interesting stories connected with the object? (Please attached separate paper if necessary) Yes, Fish's family history is very interesting. See attached.

## 6. Is the object associated with any person, site, event, or industry in: (Attach paper if necessary)

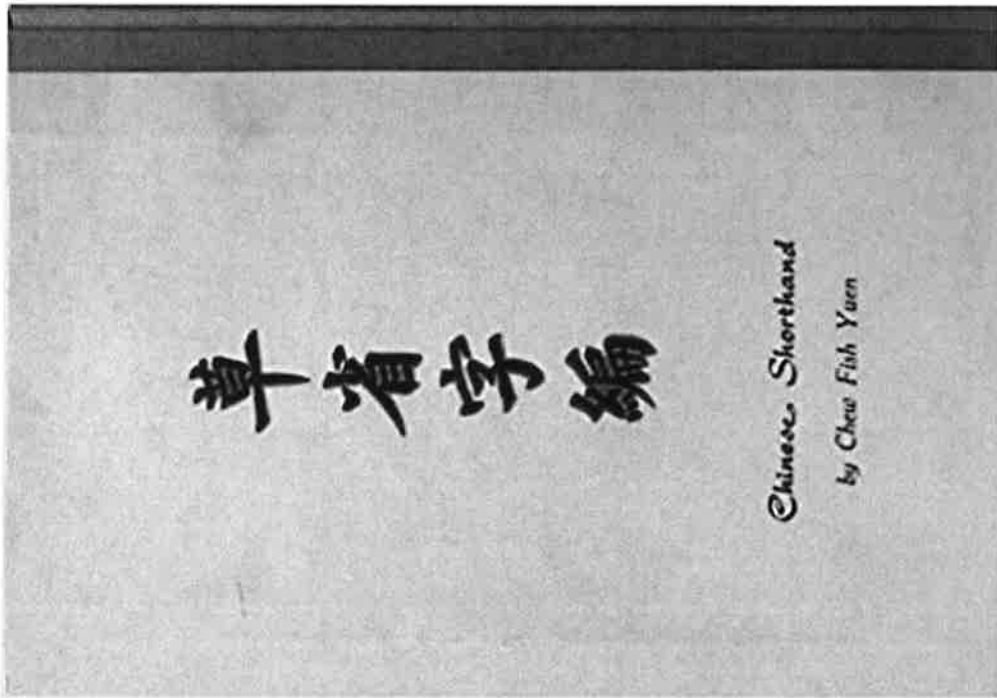
- a. Oroville History - Dr Chew Fish Yuen was active in the community before his death. He often worked on Chinese historic preservation and donated his family's artifacts
- b. Butte County History to several musuems in the North State. This included the Oroville Museum, Weaverville Temple and the local musuems in Red Bluff.
- c. California History - Chinese Exclusion Act
- d. United States History
- e. World History

### **Dr. Chew Fish Yuen**

Chew Yuen's middle child was Jew Fish Yuen (Too Doon Wee) or by his American name, Dr. Chew Fish Yuen who was born on November 14, 1918. Like his siblings, he was kind and nurturing with a natural curiosity for educating himself to help others. His interest in education had no limits. He was naturally gifted in writing both English and Chinese calligraphy, composing music, engineering and teaching Traditional Chinese Medicine (TCM) for natural healing. He earned degrees: DC, ND, AB, BS, MA and PHC from several institutions including in Kwangtung, China, University of Nevada-Reno, Columbia University, California Chiropractic College in Oakland, and the University of California, Berkeley.

During his time at UC Berkeley, Professor Dr. Peter A. Boodberg recognized Fish's talent in Chinese calligraphy. He encouraged his pursuit to compile a systematic manuscript for the evolving Chinese language. At the time, this was during the period where the Chinese characters were changing from what we refer to today as "Traditional" versus "Simplified".

Following his apprenticeship with Professor Boodberg, Fish would be needed in Red Bluff to continue his father Chew Yuen's practice and consult in Chinese and Western Medicine. Later, for the first time, Dr. Fish Yuen would author the "Chinese Shorthand" academic literary for graduate level linguistics. This book was one of the first of its kinds to standardize Chinese cursive script and abbreviated characters; it is still used today and housed at many University libraries not only throughout the United States but also universities in Asia. He would go onto publish the "Chinese Medicine for the 21<sup>st</sup> Century". Lastly, Dr. Fish Yuen would become a major contributor to Chinese historical societies and museums throughout California. His fine collection of Chinese artifacts can be found at many museums with the most notably displayed at the Oroville Chinese Temple. He married Dr. Rose Anne Yuen and had two sons Richard Yuen and Edison Yuen.



All four Chew Yuen men who operated the Chew Yuen Herbal Shop in Red Bluff, CA from 1904-1973.

# Red Bluff's Legacy – Yuen Clan

## Generation of Herbalist

➤ Chew Yuen  
➤ 1870 - 1947



➤ Owen Yuen  
➤ 1915 - 1954



➤ Cahoon Yuen  
➤ 1920 - 1983



➤ Fish Yuen  
➤ 1918 - 1975



Source: HUC Private Collection



Dr. Chew Fish Yuen



Photo from the private family collection.

Quote from Jessica Chew

“What I love most about this picture is it demonstrates how much we (Chinese) assimilated and embraced our Chinese American heritage. You see, [Emmet Pendelton](#) (well known [composer](#)) is in the middle joined our family for Thanksgiving supper and remained friends with our family until his death. Cousin Fish is in the rear second row on the left hand side wearing a suit in this photograph and my grandpa Joe You Chew is next to Emmet on his right with a white shirt and tie. Thanksgiving was my favorite holiday because we made Jook (Chinese Rice Porridge 粥). This picture is taken in the 1940's.”



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: TYSON PARDEE, MANAGER  
INFORMATION TECHNOLOGY DIVISION**

**RE: NETWORK SWITCH UPGRADE**

**DATE: OCTOBER 18, 2022**

### **SUMMARY**

The Council may consider purchasing new network switches in the amount of \$39,678.51.

### **DISCUSSION**

The network switches that connect all the client computers and peripherals at the public safety facility are aging and in need of an upgrade. This is a normal device refresh that happens every 5 years.

### **FISCAL IMPACT**

Funding is available in the City's Technology Fee Fund. Cash balance is over \$300,000.00.

### **RECOMMENDATION**

Authorize staff to purchase all needed network switches in the amount of \$39,678.51.

### **ATTACHMENTS**

Dell Quote.pdf



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000130884001.3</b>	Sales Rep	Bobby Mock
<b>Total</b>	<b>\$39,678.51</b>	Phone	(800) 456-3355, 6179933
Customer #	54457014	Email	Bobby_Mock@Dell.com
Quoted On	Oct. 11, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Nov. 10, 2022		CITY OF OROVILLE
Contract Name	Dell NASPO Computer Equipment PA - California		1735 MONTGOMERY ST
Contract Code	C000000181156		OROVILLE, CA 95965-4820
Customer Agreement #	MNWNC-108/7157034003		
Solution ID	16684273.3		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Bobby Mock

### Shipping Group

Shipping To	Shipping Method	Install At
RECEIVING DEPT CITY OF OROVILLE 1735 MONTGOMERY ST OROVILLE, CA 95965-4820 (530) 538-2401	Standard Delivery	TYSON PARDEE CITY OF OROVILLE 2055 LINCOLN ST OROVILLE, CA 95966-5325 (530) 538-2493

### Solution Name:

Networking

Product	Unit Price	Quantity	Subtotal
PowerSwitch N3248P-ON [SW 1]	\$13,472.69	1	\$13,472.69
PowerSwitch N3248P-ON [SW 2&3]	\$12,292.41	2	\$24,584.82

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<b>Subtotal:</b>	\$3	<b>Item 4.</b>
<b>Shipping:</b>		<b>\$0.00</b>
<b>Environmental Fee:</b>		<b>\$0.00</b>
<b>Non-Taxable Amount:</b>		<b>\$18,409.09</b>
<b>Taxable Amount:</b>		<b>\$19,648.42</b>
<b>Estimated Tax:</b>		<b>\$1,621.00</b>
<hr/>		
<b>Total:</b>		<b>\$39,678.51</b>

# Shipping Group Details

Item 4.

## Shipping To

RECEIVING DEPT  
CITY OF OROVILLE  
1735 MONTGOMERY ST  
OROVILLE, CA 95965-4820  
(530) 538-2401

## Shipping Method

Standard Delivery

## Install At

TYSON PARDEE  
CITY OF OROVILLE  
2055 LINCOLN ST  
OROVILLE, CA 95966-5325  
(530) 538-2493

## Solution Name:

Networking

	Quantity	Subtotal
<b>PowerSwitch N3248P-ON [SW 1]</b>		
Estimated delivery if purchased today:		
May. 31, 2023		
Contract # C000000181156		
Customer Agreement # MNWNC-108/7157034003		
	<b>1</b>	<b>\$13,472.69</b>

Description	SKU	Unit Price	Quantity	Subtotal
N3248P-ON, 48x1G, 4x10G SFP+, 2x100G QSFP28, PoE 30W, 1xAC PSU, IO/PS, OS6	210-ASPR	-	1	-
Dell EMC N3200 User guide	343-BBNX	-	1	-
Dell Hardware Limited Warranty 1 Year	828-9522	-	1	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	828-9523	-	1	-
ProSupport Plus Next Business Day Onsite Service After Problem Diagnosis, 5 Years	828-9566	-	1	-
ProSupport Plus 7x24 HW-SW Technical Support, 5 Years	828-9571	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
ProDeploy Plus Dell Networking N/E Series 3XXX Switch - Deployment	805-2392	-	1	-
ProDeploy Plus Dell Networking L3 N/E Series 3XXX Switch - Deployment Verification	805-2395	-	1	-
ProDeploy Plus No Charge Training 400	812-4008	-	1	-
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BBEF	-	4	-
Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 10 Meter	470-ACMH	-	2	-
Power Supply, 1050W AC, Hot Swap, for N2224PX, N3224P, N3248P, MPS-1S Shelf, MPS-3S Shelf	450-AJIK	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
			<b>Quantity</b>	<b>Subtotal</b>

<b>PowerSwitch N3248P-ON [SW 2&amp;3]</b>				
Estimated delivery if purchased today:				
May. 31, 2023				
Contract # C000000181156				
Customer Agreement # MNWNC-108/7157034003				
			<b>2</b>	<b>\$12,292.41</b>

Description	SKU	Unit Price	Quantity	Subtotal
N3248P-ON, 48x1G, 4x10G SFP+, 2x100G QSFP28, PoE 30W, 1xAC PSU, IO/PS, OS6	210-ASPR	-	2	-
Dell EMC N3200 User guide	343-BBNX	-	2	-

Dell Hardware Limited Warranty 1 Year	828-9522	-	2	
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	828-9523	-	2	-
ProSupport Plus Next Business Day Onsite Service After Problem Diagnosis, 5 Years	828-9566	-	2	-
ProSupport Plus 7x24 HW-SW Technical Support, 5 Years	828-9571	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
ProDeploy Plus Dell Networking N/E Series 3XXX Switch - Deployment	805-2392	-	2	-
ProDeploy Plus Dell Networking L3 N/E Series 3XXX Switch - Deployment Verification	805-2395	-	2	-
ProDeploy Plus No Charge Training 400	812-4008	-	2	-
Dell Networking Cable,100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 2 Meter	470-ABOW	-	4	-
Power Supply, 1050W AC, Hot Swap, for N2224PX, N3224P, N3248P, MPS-1S Shelf, MPS-3S Shelf	450-AJIK	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-

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<b>Subtotal:</b>	<b>\$38,057.51</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$1,621.00</b>
<hr/>	
<b>Total:</b>	<b>\$39,678.51</b>



## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



# CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

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

**RE: AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF OROVILLE  
AND R.L. HASTINGS AND ASSOCIATES FOR NEPA PREPARATION,  
LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE  
FOR OROVILLE CONVENTION CENTER**

**DATE: OCTOBER 18, 2022**

## SUMMARY

The City Council will consider approving the selection of R.L. Hastings and Associates to prepare the Oroville Convention Center Improvement Project National Environmental Policy Act (NEPA) and conduct Federal and State labor standards monitoring for a period of two (2) years.

## DISCUSSION

On September 20, 2022, City Council approved the submittal of an application to State Community Development Block Grant program to utilize up to \$1,400,000 of current program income and future receipts for Oroville Convention Center Improvements.

On September 14, 2022, staff emailed a Request for Quote to five (5) companies, with the due date for quotes on September 28, 2022. Staff received two (2) quotes from qualified companies. Staff reviewed the quotes and are recommending the City enter into an agreement with the lowest bidder, R. L. Hastings and Associates. These quotes were in-line with previous quotes received for the DR-MHP Administration project and Wyandotte Academy Improvement Project.

Quotes received are as follows:

Consultant	Quote
R. L. Hastings and Associates	<u>NEPA Prep:</u> \$8,500 for EA or \$4,000 for CEST  <u>Labor Standards:</u> \$1,500 per month for 24 months (\$36,000)

	<u>Section 3 Compliance:</u> \$500 per month for 24 months (\$12,000)
Housing Tools	<u>NEPA Prep:</u> \$39,715 without optional task \$46,480 with optional task <u>Labor Standards:</u> \$50,680

**FISCAL IMPACT**

Reduction in CDBG Program Income by \$56,500.00, but no more than \$68,500.00. The contract will be contingent upon State CDBG approval to use program income funds, and CBDG’s authorization to incur costs prior to the execution of the grant standard agreement.

**RECOMMENDATION**

1. Approve the selection of R. L Hastings & Associates and authorize the mayor to sign the contract for services for the preparation of NEPA, Labor Standards Monitoring and Section 3 compliance.
2. Adopt Resolution No. 9103 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH R. L. HASTINGS AND ASSOCIATES FOR THE NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR OROVILLE CONVENTION CENTER (OCC) IMPROVEMENTS.

**ATTACHMENTS**

1. Resolution No. 9103
2. Agreement No. 3431
3. R. L. Hastings Quote

**CITY OF OROVILLE  
RESOLUTION NO. 9103**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH R. L. HASTINGS AND ASSOCIATES FOR THE NEPA PREPARATION, LABOR STANDARDS MONITORING AND SECTION 3 COMPLIANCE FOR OROVILLE CONVENTION CENTER (OCC) IMPROVEMENT**

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

1. The Oroville City Council hereby authorizes and directs the Mayor to execute an agreement with R. L. Hastings and Associates for the NEPA preparation, labor standards monitoring and Section 3 Compliance for Oroville Convention Center improvements.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on October 18, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of **October 18, 2022**, by and between the **City of Oroville**, a municipal corporation (“City”) and **Roy L. Hastings & Associates, LLC, 1765 Carson Rd., Placerville, CA 95667**(“Consultant”).

### **RECITALS**

- 1) Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
- 2) Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- 3) City desires to retain Consultant to prepare HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects.

### **AGREEMENT**

- 1) **SCOPE OF SERVICES.** The Consultant shall furnish the following services in a professional manner:

#### *Environmental Review*

- A. Analyze and determine the proper level of environmental review for the project.
- B. Use the most current CDBG environmental review forms to complete the NEPA review process and obtain the proper back up documentation.
- C. Ensure the proper publications are made and the comment periods are completed. Assist the City in responding to any inquiries from the public or the state and ensure the City receives approval from the state to expend activity construction dollars in a

reasonable time period.

- D. Provide a set of original documents to the city for their project's CDBG administration files and be available for questions when the state comes to monitor the project.
- E. Use the most current CDBG/HUD environmental review forms to complete the NEPA review process and provide the City with accurate back up documentation so that the environmental review record can be signed by the City's certifying officer.

*Labor Standards Monitoring and Section 3*

- A. Establish and maintain a labor standards file which includes all the required CDBG documentation.
- B. Assist the project's engineer/architect with putting together a full bid package, including proper state and federal wage decisions, all the necessary state and federal labor standards, equal opportunity, and procurement language.
- C. Ensure that the project is well advertised to local and regional contractors and attend the pre-bid conference to ensure that all contractors understand what is involved with labor standards monitoring and federal requirements for the project.
- D. Do 10-day federal wage determination update and distribute to bidders at least 10 days prior to bid opening. Ensure procurement file is complete including all copies of bids (single source approval from state CDBG is necessary) and proof of contractor eligibility with state license current and not on federal debarred list with proper bonding and insurance.
- E. Have City staff determine and write down why the contractor chosen for the project was selected and documents that the selected contractor was approved by city

council.

- F. Ensure the construction contract includes all necessary federal and state labor standards language and ensure the construction contracts between prime contractor and subcontractor contain the proper federal language and signed copies of each are in City labor standard files.
- G. Conduct a pre-construction conference and meet with each person who is completing the weekly certified payrolls for the contractor and subcontractors and do the wage rate matrix with these staff to determine if state or federal wage rates should be paid. Explain the weekly payroll review process to the payroll personnel and ensure they have the proper fringe benefit statements completed and back up documentation for each and for any apprentices which are being used.
- H. Review and approve each weekly certified payroll and follow up on any underpayments or problems. Document that the proper labor standards posters are present on the construction site. Conduct employee interviews with the proper percentages of trades and cross reference with wage statements to document that the persons working on the site were the proper classification, doing the proper tasks and paid the proper wages.
- I. Have City file the proper semi-annual wage compliance reports and Section 3 Annual Report with the State. Obtain documentation of all change orders and Notice of Completion.
- J. Be available at the time of state monitoring to show the full labor standards file to state CDBG staff and answer any questions.
- K. Ensure that City is following the newest Section 3 HUD/CDBG requirements.

2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by April 30, 2025.

3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows:

- NEPA Prep: \$8,500 for Environmental Assessment,  
\$4,000 for Categorically Excluded Subject to...
- Labor Standards: \$1,500 per month for 2 years
- Section 3: \$500 per month for 2 years

Payment by City under this agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant’s invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days’ written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.



7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures,

drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

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

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City

- for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
  - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
  - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's

employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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

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

- 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. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's

field of expertise.

15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

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

17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant is documenting the monitoring and submitting the reports to Housing and Community Development (HCD) on the City's behalf, therefore the City is waiving the errors and omissions insurance.

19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed

communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:

**R.L. Hastings & Associates LLC  
1765 Carson Rd.  
Placerville, CA 95667**

20.    ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

21.    AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

22.    ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of

the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

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

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

30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any



program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply

with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

Furthermore:

- a. Consultant shall take affirmative action to ensure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship.

- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

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

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project

area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these

regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its

subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

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

**CITY OF OROVILLE**

\_\_\_\_\_  
Chuck Reynolds, Mayor

**CONSULTANT**

\_\_\_\_\_  
Roy L. Hastings, Principal

**APPROVED AS TO FORM:**

**ATTEST:**

By:\_\_\_\_\_  
Scott E. Huber, City Attorney

By:\_\_\_\_\_  
Jackie Glover, Assistant City Clerk





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSIST. COMMUNITY DEVELOPMENT DIRECTOR**

**RE: PROFESSIONAL SERVICES AGREEMENT WITH BRANDLEY  
ENGINEERING SERVICES AND CONSTRUCTION MANAGEMENT FOR  
CRACK SEAL PROJECT RUNWAY 2-20 AND ASSOCIATED TAXIWAYS**

**DATE: OCTOBER 18, 2022**

### SUMMARY

The Council is requested to approve a professional services agreement with Brandley Engineering Services for engineering services and construction management during the construction of the crack seal project of runway 2-20 and associated taxiways at Oroville Municipal Airport.

### DISCUSSION

The City has applied for and received an FAA grant for crack sealing on Oroville Municipal Airport runway 2-20 and all associated taxiways to protect asphalt infrastructure from further deterioration from rainwater infiltration to the subsurface. This work is to be conducted in accordance with the provision of the FAA grant and performed by Q&D Construction.

Brandley Engineering has submitted a proposal for providing engineering services for periodic construction surveillance, project closeout, and construction quality assurance services including the furnishing of a Resident Project Representative.

The engineering scope for this project has been broken down into two phases:

- Phase 1 – Engineering Design Services During Construction and Project Closeout.
- Phase 2 - Construction Management.

Brandley has completed the preparation of plans, specifications and contract documents for the Project. The FAA reviewed the Project documents, and bids, and issued a written approval to the City to proceed with construction.

### FISCAL IMPACT

The cost of services provided by Brandley Engineering will be funded by the FAA Grant 3-06-0178-027-2022 and the 5% matching funds from California Department of Transportation.

**RECOMMENDATION**

Approve the professional services agreement between the City of Oroville and Brandley Engineering Services for engineering services and construction management during the construction of the crack seal project of runway 2-20 and associated taxiways at Oroville Municipal Airport.

**ATTACHMENTS**

Professional Services Agreement No. 3322-2  
Exhibit A - Proposal

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of October 18, 2022 by and between the City of Oroville (“City”) and Brandley, Engineering (“Consultant”).

### **RECITALS**

- A. The Consultant is specially trained, experienced and competent to provide airport construction management and inspection services for the Oroville Airport runway 2-20 and associated taxiway crackseal project Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

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

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee budget set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$87,000 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to

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

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

documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
  - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional



- training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
  15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
  16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

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

If to City:                    **Dawn Nevers, Asst. Community Development  
Director  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965-4897**

If to Consultant: **Reinard Brandley, Consulting Airport Engineer**  
**6125 King Road, Suite 201**  
**Loomis, California 95650**  
**Attn: Melissa Brandley**

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

constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

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

Agreement and to bind each respective party.

28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

By: \_\_\_\_\_  
Melissa Brandley, Airport  
Consulting Engineer

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

By: \_\_\_\_\_  
Jackie Glover, City Clerk

**BRANDLEY**  
ENGINEERING

R. DAMON BRANDLEY, PE

MELISSA BRANDLEY, PE

June 7, 2022

Mr. Cody Nissen  
Public Works Operations Manager and  
Acting Airport Manager  
City of Oroville  
1735 Montgomery Street  
Oroville, California 95965

Subject: Oroville Municipal Airport  
Proposal for Professional Engineering Services  
Crack Seal Runway 2-20 and Associated Taxiways – Construction Management

Dear Mr. Nissen:

The City of Oroville proposes the construction of the Crack Seal of Runway 2-20 and Associated Taxiways at the Oroville Municipal Airport.

We are pleased to present herewith our proposal for providing engineering services for periodic construction surveillance, project closeout, and construction quality assurance services including the furnishing of a Resident Project Representative.

The engineering scope for this project has been broken down into two phases:

- Phase 1 – Engineering Design Services During Construction and Project Closeout.
- Phase 2 - Construction Management.

Each portion of this proposal is based on Not to Exceed estimated fees based on the scope that has been determined at this time.

We have summarized below the scope of work, the engineering fee, and the time of completion for each phase of work.

#### Phase 1 - Engineering Design Services During Construction and Project Closeout

1. Participate in a pre-construction conference.
2. Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, and preparation of final as-constructed drawings and final engineer's report.

Mr. Cody Nissen

-2-

June 7, 2022

The total proposed fee for Engineering Design Services During Construction and Project Closeout will be at hourly rates for a not to exceed fee of \$25,000.

Phase 2 will be conducted during the entire construction phase. Final record drawings and final report will be prepared within thirty (30) calendar days of receipt of contractor's final redline drawings and closeout documents.

Phase 2 – Resident Engineering, Testing, and Inspection - The Contractor will be required to furnish material submittals for all materials proposed for use on the project and meet all requirements of the plans and specifications. The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1. Furnish qualified Resident Engineer to review and monitor all construction activities.
2. Provide all inspection and testing required as included in the quality assurance program including providing technicians and inspectors as required.
3. Provide surveying services as required.
4. Provide traffic safety inspectors and Safety Plan implementation.

The total proposed fee for Resident Engineering, Testing, and Inspection will be at hourly rates for a not to exceed fee of \$62,000.

The total contract amount for this work will not exceed \$87,000 without prior approval of the City. Our standard hourly rates are included in Table No. 1. A breakdown of staff time and costs for the engineering design is attached as Table No. 2.

The FAA requires that the Contract Provisions for Obligated Sponsors and Airport Improvement Projects be made part of all agreements that pertain to projects funded by the FAA. A copy of these provisions is attached as Exhibit A.

If this is satisfactory to the City, please have an Agreement prepared and processed through the City and provide us with a copy for signature.

We appreciate the opportunity of presenting this proposal and look forward to working with you on this project.

Very truly yours,



Melissa S. Brandley, P.E.  
Secretary/CFO

MSB  
Attachments



**TABLE NO. 1**

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**BRANDLEY ENGINEERING  
SCHEDULE OF CHARGES/RATES**

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**PERSONNEL**

Principal Engineer.....	\$300/Hour
Project Manager/Project Engineer .....	\$180/Hour
Junior Engineer .....	\$110/Hour
Senior Drafter/CAD Technician.....	\$110/Hour
Junior Drafter/CAD Technician .....	\$90/Hour
Project Administrator .....	\$100/Hour
Clerical .....	\$75/Hour
Testing Technician.....	\$100/Hour
Resident Engineer .....	\$180/Hour*
Junior Engineer .....	\$110/Hour*
Senior Inspector .....	\$110/Hour*
Junior Inspector .....	\$90/Hour*
Apprentice .....	\$95/Hour*

**REIMBURSABLE EXPENSES SCHEDULE**

Per Diem .....	\$150/Day
Vehicle Rental .....	\$50/Day
Mileage.....	\$0.58/Mile
Printing Charges.....	Cost + 10%
Overnight Mail .....	Cost + 10%
Outside Subconsultant.....	Cost + 10%

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\*Overtime rates will apply (1.5 x base rate).

**TABLE NO. 2****OROVILLE MUNICIPAL AIRPORT  
OROVILLE, CALIFORNIA****CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS****BREAKDOWN OF ENGINEERING FEES**

Staff	Hours	Rate	Total
<b><u>Engineering During Construction and Final Project Closeout</u></b>			
Principal Engineer	50.0	\$ 300.00	\$ 15,000.00
Project Manager	30.0	180.00	5,400.00
Junior Engineer	15.0	110.00	1,650.00
Project Administrator	10.0	100.00	1,000.00
Clerical	20.0	75.00	1,500.00
Mileage	130.0	0.58	75.40
<i>Total Engineering During Construction</i>			\$ 24,625.40
		<i>Use</i>	\$ 25,000.00
<b><u>Resident Engineering, Testing, and Inspection</u></b>			
Resident Project Representative:			
Regular Time	215.0	\$ 180.00	\$ 38,700.00
Overtime	50.0	270.00	13,500.00
Apprentice			
Regular Time	40.0	95.00	3,800.00
Overtime	10.0	142.50	1,425.00
Per Diem	20.0	150.00	3,000.00
Vehicle Rental	25.0	50.00	1,250.00
Mileage	680.0	0.58	394.40
<i>Total Resident Engineering</i>			\$ 62,069.40
		<i>Use</i>	\$ 62,000.00
<b>TOTAL</b>			<b>\$ 87,000.00</b>

# EXHIBIT A – CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROJECTS

## A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## A2 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

### A2.1 CONTRACT CLAUSE

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## A3 CIVIL RIGHTS - GENERAL

49 USC § 47123

### GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A4 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

The City of Oroville in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

##### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A5 CLEAN AIR AND WATER POLLUTION CONTROL**

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **A6 COPELAND “ANTI-KICKBACK” ACT**

### **A6.1 SOURCE**

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## **A7 DAVIS-BACON REQUIREMENTS**

### **A7.1 SOURCE**

2 CFR § 200, Appendix II(D)

29 CFR Part 5

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part

3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing



such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause

include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

## **A8 DEBARMENT AND SUSPENSION**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **A9 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Oroville to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of

this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13) –**

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the City of Oroville. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Oroville. This clause applies to both DBE and non-DBE subcontractors.

**A10 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A11 ENERGY CONSERVATION REQUIREMENTS**

2 CFR § 200, Appendix II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

## **A12 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in

accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.



- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

### **A13 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **A14 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **A15 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

#### 29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## A16 TAX DELINQUENCY AND FELONY CONVICTIONS

### CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- 1) The applicant represents that it is ( ✓ ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ✓ ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## A17 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A18 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR part 30

### **A18.1 APPLICABILITY**

#### **SOLICITATION CLAUSE**

##### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.





## 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 CONSIDERATION  
FOLLOWING RECEIPT OF BIDS**

**DATE:                OCTOBER 18, 2022**

### SUMMARY

The City Council may review and consider two bids received following the publishing of a Request for Proposal (RFP) to fabricate and erect a fence and gates 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 design elements were approved on April 19, 2022 and required the following:

- 5' tall fence
- 6" curb under fence
- Ornate corner posts with finials
- Pickets will be slender with pointed tips
- (2) vehicle gates and (4) man gates
- Man gate at Montgomery Street entrance will be inset for a more pronounced entrance to have a decorative elements
- Dusk to dawn hardware is desired for safety and to secure closure during the evening hours

The intent is to prevent further vandalism of the historic home and park grounds during the evening hours and preserve the historic character of the home.

Following Council approval on April 19, 2022, a Request for Proposal (RFP) was published, and a mandatory job walk was held on August 25, 2022. Staff received two proposals with the low bidder's proposal not being fully responsive and proposing prefabricated fence panels. The second bidder proposed a fully custom fence that meets the requested list stated above.

Bidder Name	Total Bid Amount	10% Contingency	Project Total
A. Northstate Earth & Water, Inc.	\$244,898.92	\$24,489.89	\$269,388.81
B. B&M Builders, Inc.	\$566,495.00	\$56,649.50	\$623,144.50

**FISCAL IMPACT**

A Per Capita allocation of \$177,952.00 is available from the State Department of Parks & Recreation. A budget adjustment of \$91,436.81 for Bid "A" and \$445,192.50 for Bid "B" will be necessary.

**RECOMMENDATION**

**Select one of the following, or a combination:**

1. Select Bid "A" and approve a budget adjustment of \$91,436.81 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.
2. Select Bid "B" and approve a budget adjustment of \$445,192.50 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.
3. Or provide another recommendation to staff.

**ATTACHMENTS**

- Sank Park Fence Summary of Proposals Received
- Bid A – Northstate Earth & Water, Inc.
- Bid B – B&M Builders, Inc.

### CITY OF OROVILLE BID SUMMARY

**PROJECT: Bid RFP #PK-08-11-2022 - SANK PARK FENCE PROJECT**

**OPENING DATE: 09/19/2022**

**TIME: 2:00 p.m.**

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

**ATTENDANCE FOR BID OPENING:** Dawn Nevers and \_\_\_\_\_

<b>Bidder Name/Address and Phone</b>	<b>Base Bid Amount</b>	<b>Additive Alternatives</b>	<b>Total Base Bid + Additive Alternatives</b>
Northstate Earth and Water Inc.	244,898.92	Ø	\$ 244,898.92
B&m Builders, Inc.	566,495.00	Ø	\$ 566,495.00

SECTION 00 42 00  
 BID PROPOSAL

Project: CITY OF OROVILLE SANK PARK FENCING PROJECT

Bidder Name	Northstate Earth and Water INC		
Bidder Representative(s)	Georgetta Fitzgerald Secretary/Treasurer		
	Name and Title Michael Fitzgerald President		
Bidder Representative(s) Contact Information	Email Address(es)	Phone/Fax	
	Mike@northstateew.com georgetta@northstateew.com	(530) 351-3604 Telephone ( ) Fax	
Bidder Mailing Address	Po Box 494130		
	Address Redding, CA 96049 City/State/Zip Code		
California Contractors' License	882240 DIR# 1000010134		
	Number General A - HAZ 8/31/2024 Classification(s) and Expiration Date		

1. Bid Proposal.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **CITY OF OROVILLE SANK PARK FENCING PROJECT**, for the sum of:

\$   ,  2  4  4  ,  8  9  8  .  9  2

Dollars

(in words; printed or typed)

The Bid Proposal Amount includes all Allowances set forth in Paragraph 1.3, below and the total Composite Unit Price, if any, set forth in Paragraph 1.4 and detailed in Attachment A. The Bidder confirms that it has checked all of the above figures and understands that neither the City Of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the City Of Oroville.

  
(initial)

Addenda Nos. 1, 2, 3 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Attachment A, Alternate Bid Items Proposal, will result in the Bid Proposal being deemed



non-responsive and rejected.

- 2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

Bid Security	Qualifications Statement
Subcontractors List	DIR Registration Verification
Non-Collusion Affidavit	Bid Form

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

- 3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City Of Oroville the Agreement in the form attached hereto within Fifteen (15) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City Of Oroville, the Bidder awarded the Contract shall deliver to the City Of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City Of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City Of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
- 4. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
- 5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City Of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City Of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
- 6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment,

personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By:

Georgetta Fitzgerald  
(Signature of Bidder's Authorized Officer or Representative)

Georgetta Fitzgerald  
(Typed or Printed Name)

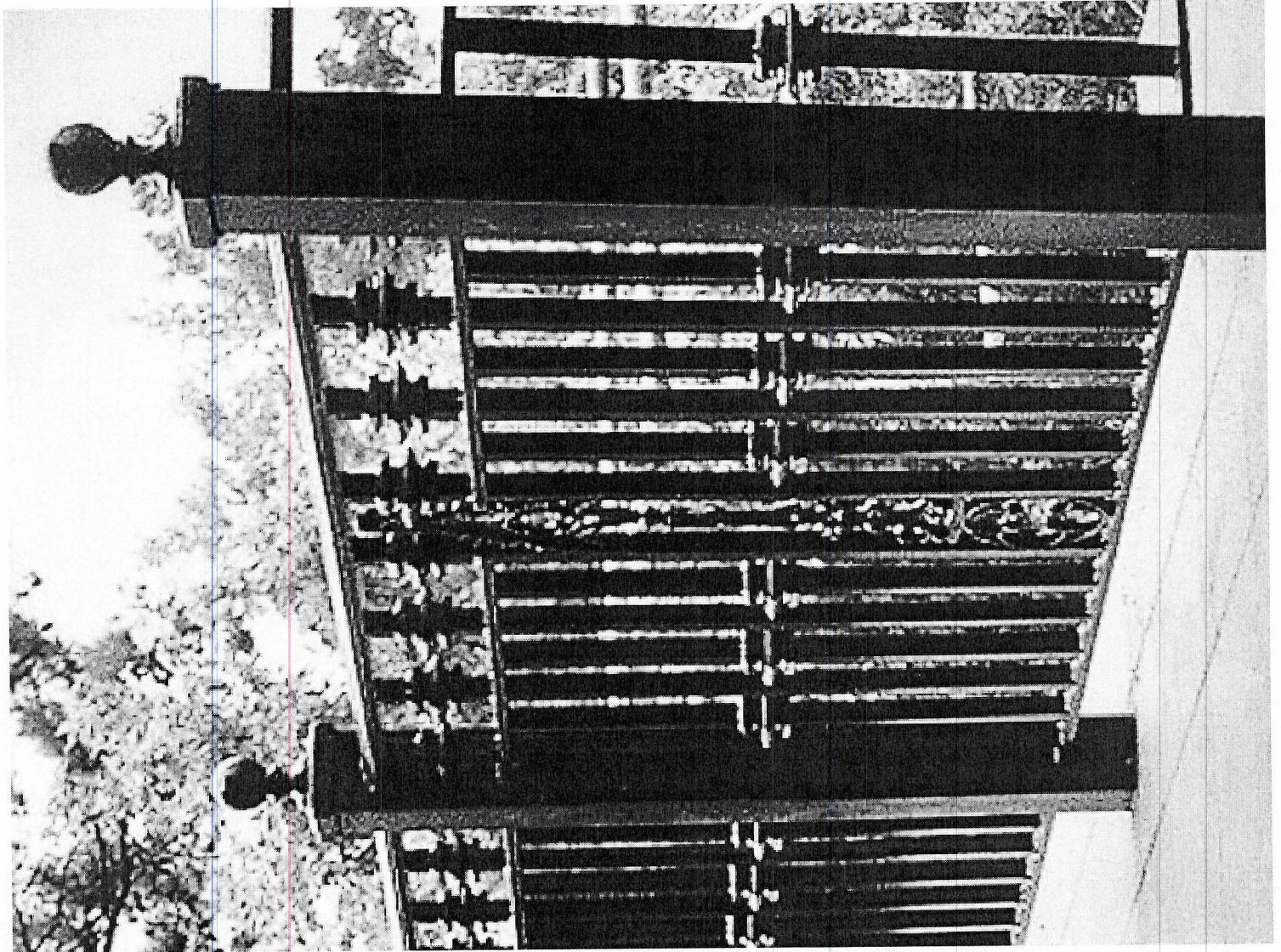
Title:

Secretary/Treasurer



# Corner Post Specs.

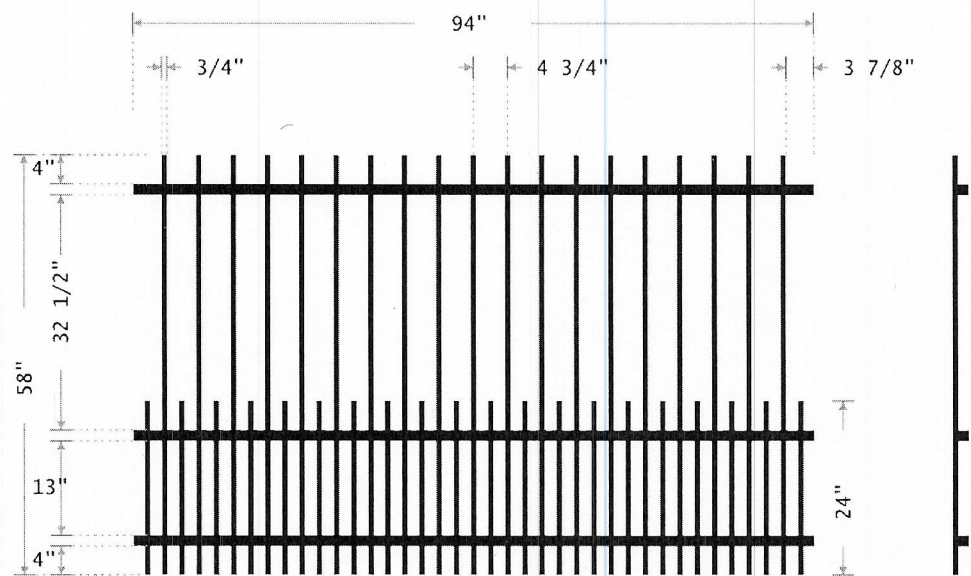
Item 7.





# Fence Specs

Item 7.



## Kent Panel Specifications

Secure Weld Kent Commercial  
Top Rail: 1 1/2" SQ. X 94" PRE-GALV 14 GA RAIL  
Middle Rail: 1 1/2" SQ. X 94" PRE-GALV 14 GA RAIL  
Bottom Rail: 1 1/2" SQ. X 94" PRE-GALV 14 GA RAIL

Pickets: 3/4" SQ. X 20" PRE-GALV 16 GA PICKET  
Puppy Pickets: 3/4" SQ. X 24" PRE-GALV 16 GA PICKET  
O.C. Picket Space: 4-3/4"  
End Spacing: 3-7/8"

Pickets Face Welded  
Coating: BLACK POWDER COATING W/PRIMER  
Option: Custom Picket Spacing



**AMENDMENT NUMBER 1 TO THE REQUEST FOR PROPOSALS (“RFP”)  
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

**Amendment Date: August 16th, 2022**

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. **RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.**

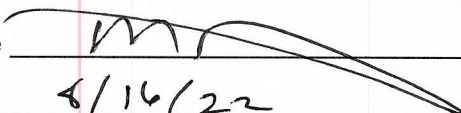
B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

Minimum licensure requirements are amended to include: Contractor shall hold **either an A OR hold both an C8 and C13 license** to meet qualifications for this project.

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name     NSEW      
Contact Person     Michael Fitzgerald      
Signature       
Date     8/16/22    

**Nick Trover**  
Project Manager  
City of Oroville

**AMENDMENT NUMBER 2 TO THE REQUEST FOR PROPOSALS (“RFP”)  
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

**Amendment Date: August 29th, 2022**

**A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.**

**B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

-Minimum licensure requirements are amended to include: Contractor shall hold **an A license OR an B license OR hold both an C8 and C13 license** to meet qualifications for this project.

-All questions regarding clarification of project **shall be submitted in RFI form.**

-See **attachment A** for list of individuals who participated in the mandatory job walk 08/25/22.

-See **attachment B** for curb detail

-Scope of work shall include the addition of: **an additional pedestrian gate not called out on the plan set on the west side of the property (4<sup>th</sup> avenue). Demolition and replacement of concrete in front of the vehicle pathway entrances and all pedestrian gates to meet ADA compliance and grading needs. Running tracks are to be installed and embedded in the concrete.**

-Concrete work on pedestrian gate sections to be poured at a 4” thickness with (2) #4 rebar at 18 inches on center.

-Concrete work on vehicle gate sections to be poured at a 6” thickness with (2) #4 rebar at 12” on center.

-Posts at the north and east pedestrian gates and east vehicle gates shall be salvaged during demolition to be utilized by the city at a later date.

-All pedestrian gates are to meet ADA compliance.

-Clarification: 10’ access gate to be **swing-in not rolling**

-Clarification: **Regarding the retaining wall section of property; the fencing and curb shall be brought out 12” for the entire span of the 3<sup>rd</sup> avenue side of the property.**

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals ("RFP") for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name     NSEW    

Contact Person     Michael Fitzgerald    

Signature     

Date     8/29/22    

**Nick Trover**  
Project Manager  
City of Oroville



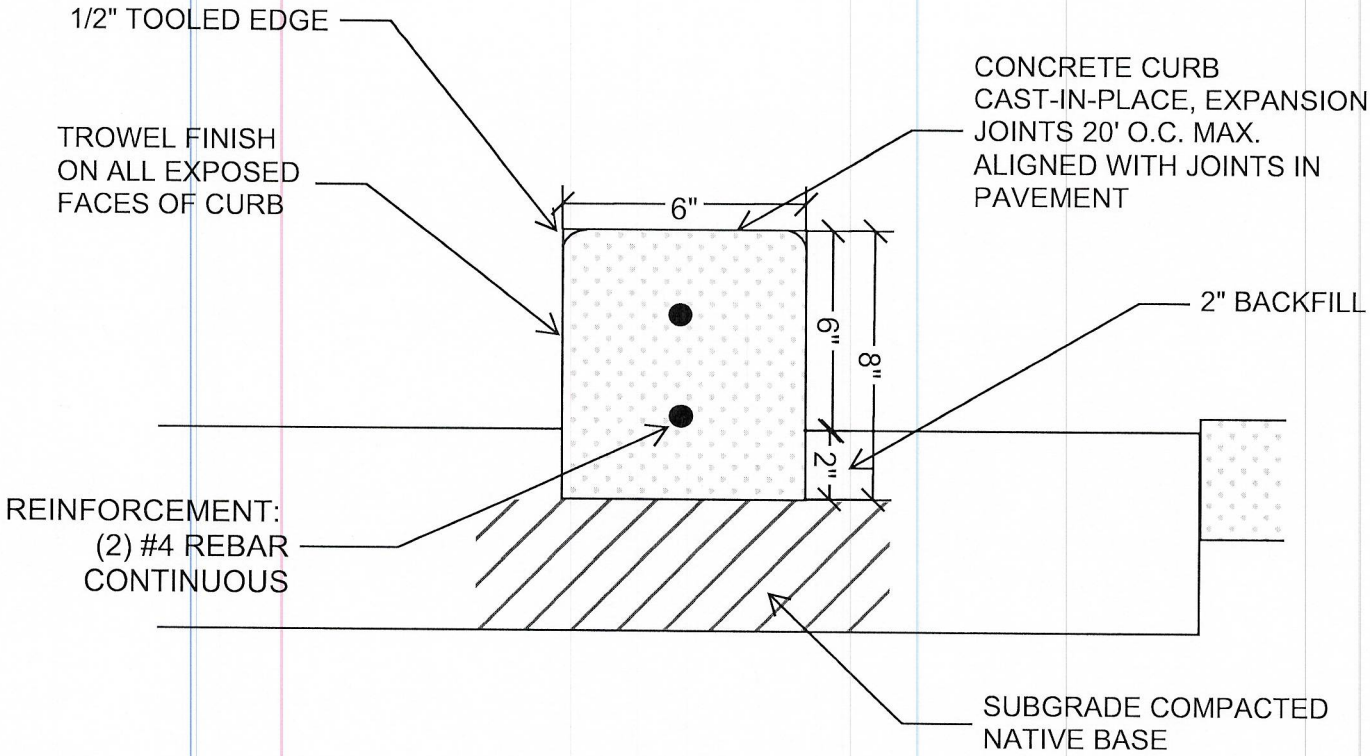
SIGN IN SHEET  
MANDATORY JOB WALK

RFP #PK-08-11-2022 - SANK PARK FENCE PROJECT

Thursday, August 25, 2022 at 2:00AM

Name	Representing	Phone No.	Email
JEREMY GILLIN	PBM CONSTRUCTION, INC	916-257-2324	GREG@PBMCONSTRUCTION.COM
BRIAN FOSTER	NORTH STATE CONSTRUCTION	530 708 2547	northstateconstruction@hotmail.com
Jeremiah Alexander	B4M Builders	916-755-8803	jalexander@pisarfenet.net
Mark Godfrey	United Iron	530 403-7757	UWmark@gmail.com
Jaxon Fitzgerald	NSEW	(530) 604-5526	jaxon@northstatew.com
BILLY STOCKDALE	BUTTE CONSTRUCTION COMPANY	530 717. 7870	BILLY@BUTTECONSTRUCTIONCOMPANY.COM

# ATTACHMENT B



## VERTICAL CURB, 6" X 8"

NOT TO SCALE

**AMENDMENT NUMBER 3 TO THE REQUEST FOR PROPOSALS (“RFP”)  
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

**Amendment Date: September 13th, 2022**

**A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.**

**B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

**Pre-Bid Request for Information:**

1. What is the clearance requirement between top of curb and bottom of fence?
2. Style of fencing? Flush top and bottom rail, extended picket? 2-rail, 3-rail?
3. Decorative posts – specifications indicate corner posts. Is it just corners or all end/corner posts?
4. Man gates – Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates at Montgomery Ave & 3<sup>rd</sup> Street. Addendum 2 adds another man gate on 4<sup>th</sup> Street. Where is the 4<sup>th</sup> gate?
- 5/ 10' swing gate (addendum2) – will that be a single swing or double swing gate? What latching and hold open requirements?

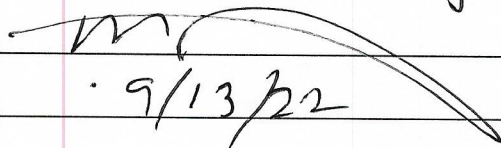
**City of Oroville Response to RFI:**

1. Top of curb and bottom of fence shall be a minimum of 2”
2. Style of fencing shall be significantly consistent with provided design and subject to review and approval by client. **Attachment A**
3. Bid should include the option for all corners and entry points. Client to review and adjust according to budget capabilities.
4. See **Attachment B** for clarification on all gates and entry points
5. 10' gate will be a double swing gate. Gravity latch with a padlockable drop bolt or equivalent.

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at [nicktrover@trovercpm.com](mailto:nicktrover@trovercpm.com).



**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW  
AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name   NSEN    
Contact Person   Michael Fitzgerald    
Signature       
Date   9/13/22  

**Nick Trover**  
Project Manager  
City of Oroville

SECTION 00 43 24  
(FOR PRE-BID USE ONLY)  
PRE-BID REQUEST FOR INFORMATION  
City Of Oroville

Date of Pre-Bid RFI: <u>9/2/2022</u>	Bidder Name: <u>Northern California Fence</u>
Project Name: <u>Sank Park Fencing</u>	
Project No: _____	

**Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)**

1. What is the clearance requirement between top of curb and bottom of fence \_\_\_\_\_
2. Style of fencing? Flush top & bottom rail, extended picket? 2-rail, 3-rail? \_\_\_\_\_
3. Decorative post - specifications indicate corner posts. Is it just corners or all end/corner posts? \_\_\_\_\_
4. Man gates - Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates, at Montgomery Ave & 3rd Street. Addendum 2 adds another man gate on 4th Street. Where is the 4th gate? \_\_\_\_\_
5. 10' swing gate (addendum2) - will that be a single swing or double swing gate? What latching and hold open requirements? \_\_\_\_\_

Additional pages attached by Bidder:    Yes  No  
Number of additional pages attached by Bidder:         

**Response to Bidder's Pre-Bid Request for Information**

1. Top of curb and bottom of fence shall be a minimum of 2". \_\_\_\_\_
2. Style of fencing shall be significantly consistent with provided design and subject to approval by client. Attachment A \_\_\_\_\_
3. Please provide as an option for all corners and entry points. \_\_\_\_\_
4. See Attachment B for clarification on all gates and entry points \_\_\_\_\_
5. 10' gate will be a double swing gate. Gravity latch with padlock drop bolt or equivalent. \_\_\_\_\_

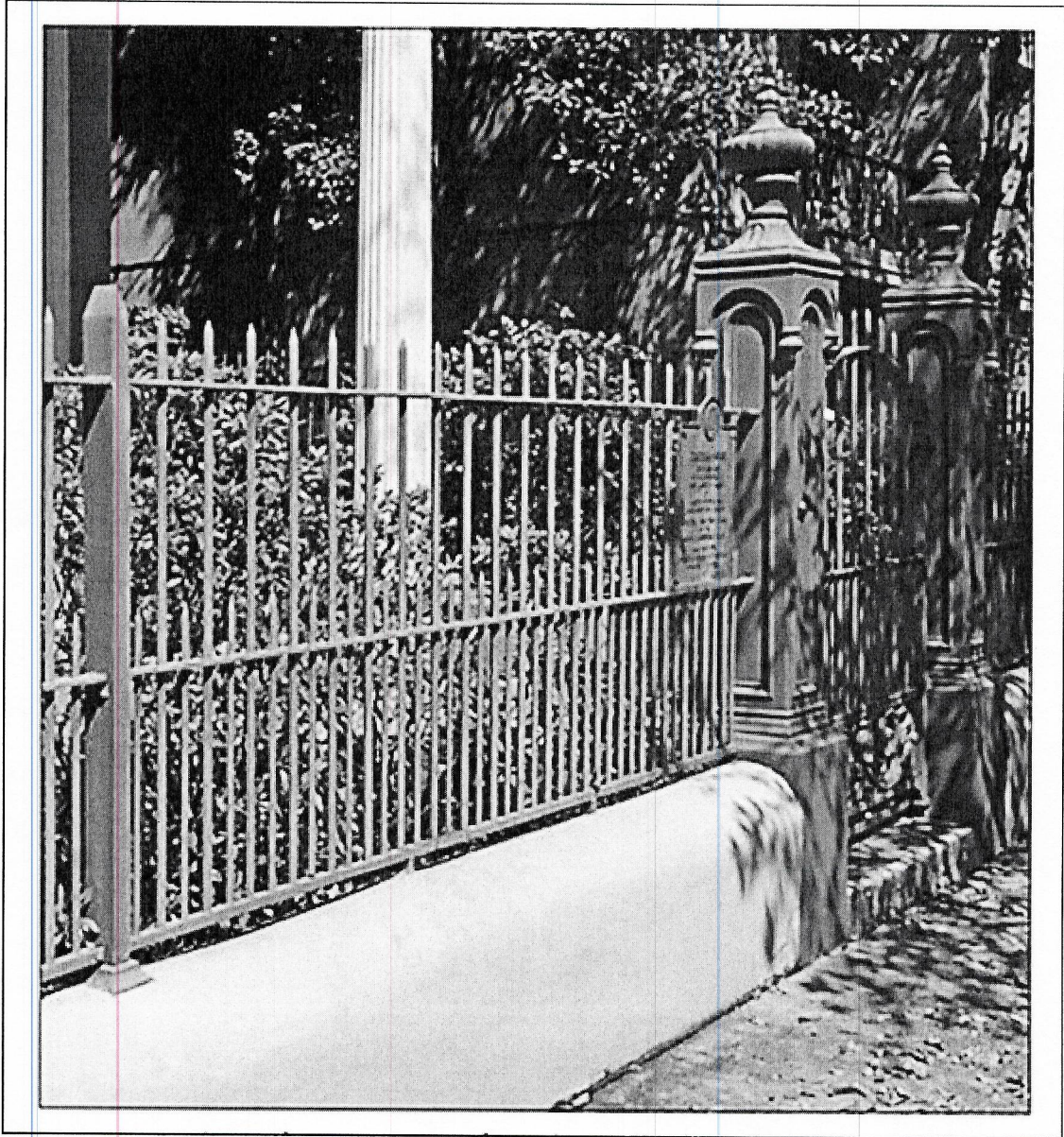
Additional pages of RFI Response attached:  Yes    No  
Number of additional RFI Response pages attached:   2    
Date of RFI Response:   09/13/2022  

Submitted By: \_\_\_\_\_  
Carrie Moore, Northern California Fence  
(Bidder Name) Carrie Moore  
(Signature of Bidder's Authorized Employee, Officer or Representative)  
Submittal Date:   9/2/2022  

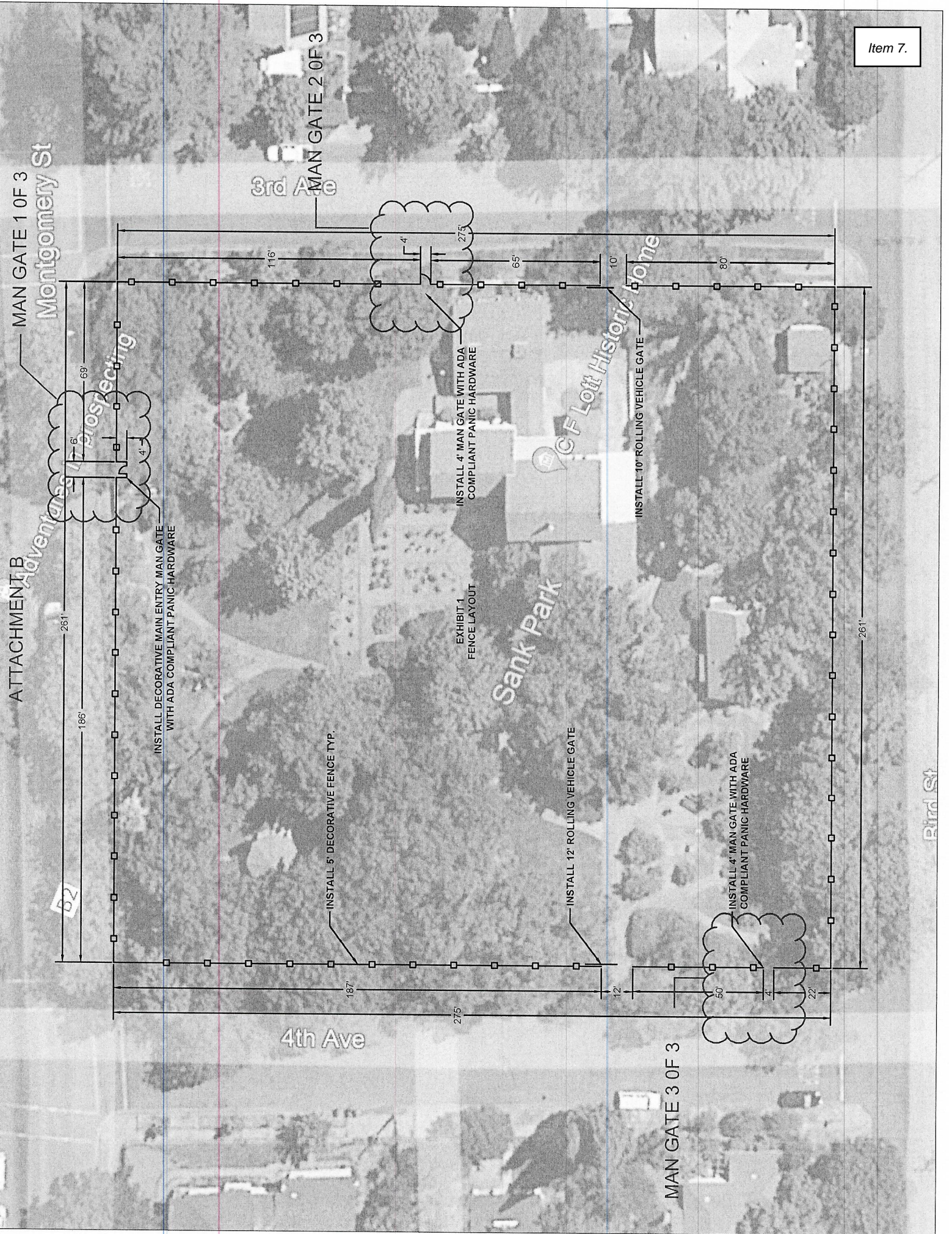
Bidder Contact Information:  
\_\_\_\_\_  
(Bidder Contact Name)  
\_\_\_\_\_  
(Phone and Fax)  
\_\_\_\_\_  
(Email Address)



ATTACHMENT A







ATTACHMENT B  
 Adventist  
 210 Prospect St  
 MAN GATE 1 OF 3  
 Montgomery St

3rd Ave  
 MAN GATE 2 OF 3

Sank Park  
 GCF Loft Historic Home

MAN GATE 3 OF 3

Bird St

4th Ave

EXHIBIT 1  
 FENCE LAYOUT

INSTALL DECORATIVE MAIN ENTRY MAN GATE  
 WITH ADA COMPLIANT PANIC HARDWARE

INSTALL 5' DECORATIVE FENCE TYP.

INSTALL 4' MAN GATE WITH ADA  
 COMPLIANT PANIC HARDWARE

INSTALL 12' ROLLING VEHICLE GATE

INSTALL 10' ROLLING VEHICLE GATE

INSTALL 4' MAN GATE WITH ADA  
 COMPLIANT PANIC HARDWARE

B2



SECTION 00 43 23  
ATTACHMENT A  
ALTERNATE BID ITEMS PROPOSAL

Bidder Name: Northstate Earth and Water Inc.

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

Alternate Bid Item No. 1. N/A

There are no alternate bid items for this project.

Add to Base Bid Proposal Amount  
\$ 

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 , 

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 Dollars  
(in words; printed or typed)

Dated: 9/19/2022  
By: Georgetta Fitzgerald  
(Signature of Bidder's Authorized Officer or Representative)  
Georgetta Fitzgerald  
(Typed or Printed Name)  
Title: Secretary/Treasurer

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SECTION 00 43 24  
(FOR PRE-BID USE ONLY)  
PRE-BID REQUEST FOR INFORMATION  
City Of Oroville

None

Date of Pre-Bid RFI: _____	Bidder Name: _____
Project Name: _____	_____
Project No: _____	_____

**Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional pages attached by Bidder: \_\_\_ Yes \_\_\_ No  
Number of additional pages attached by Bidder: \_\_\_\_\_

**Response to Bidder's Pre-Bid Request for Information**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional pages of RFI Response attached: \_\_\_ Yes \_\_\_ No  
Number of additional RFI Response pages attached: \_\_\_\_\_

Date of RFI Response: \_\_\_\_\_

Submitted By: Northstate Earth and Watering  
 (Bidder Name)  
Georgetta Fitzgerald  
 (Signature of Bidder's Authorized Employee, Officer or Representative)  
 Submittal Date: 9/19/2022

Bidder Contact Information:  
Georgetta Fitzgerald  
 (Bidder Contact Name)  
530-351-3498 No FAX  
 (Phone and Fax)  
georgetta@northstateew.com  
 (Email Address)



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SECTION 00 43 36  
SUBCONTRACTORS LIST

Project: CITY OF OROVILLE SANK PARK FENCING PROJECT  
Name of Bidder: *Northstate Earth and Water, INC*

Authorized Signature: *Shorgetta Fitzgerald*

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration
<i>B+P Fencing</i>	<i>2090 Barney Rd; Anderson, CA 96007</i>	<i>Fencing</i>	<i>1007067</i>	<i>1000028974</i>
<i>Fitzgerald Construction</i>	<i>8962 Rising Way; Palo Alto, CA 94073</i>	<i>Concrete</i>	<i>541966</i>	<i>1000662422</i>

*Attach additional page(s) as required*

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STATEMENT OF QUALIFICATIONS

PROJECT: CITY OF OROVILLE-SANK PARK FENCING PROJECT

1. Bidder Information.

1.1. Contact Information

Northstate Earth and Water INC

Mailing Address	PO Box 494 130 Street Address Redding, CA 96049 City, State, Zip Code
Physical Location (if different from mailing address)	12195 Alpha Lane Street Address Redding, CA 96003 City, State, Zip Code
Telephone/Fax	(530) 351-3604 Telephone ( ) Fax

1.2. Bidder Contacts.

Name	Georgetta Fitzgerald
Contact Information	Telephone: (530) 351-3498 Fax ( ) Email georgetta@northstateew.com

1.3. California Contractors' License.

License Number(s)	882240 DR# 1000010134
License Classification(s)	General A - HAZ
Responsible Managing Employee; Responsible Managing Officer	Michael Fitzgerald
Expiration Date(s)	8/31/2024

1.4. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

2. Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
(2018)2017/2018	1,026,537	95,155	163,754	279,770
(2019)2018/2019	1,448,460	141,265	193,282	438,895
(2020)2019/2020	1,333,850	257,477	199,765	513,226

3. References.

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
DSA - David Hurd	davidchurd@aol.com	530-520-1616	David Hurd
Owners (Commercial Projects or Municipality Clients preferred)			
Owner Name	Address	Telephone No.	Contact Name
Butte County	2081 2nd St Oroville, CA	530-552-3517	Brandon McKay
Tamalpais UHSD	Larkspur, CA	415-945-1060	David O'Connor
Caltrans Dist 2	Redding, CA	530-209-3074	Sal Torres
Architects (Commercial Projects or Municipality Clients preferred)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name
Shirah Builders	Chico, CA	530-682-0353	David Shirah

[CONTINUED NEXT PAGE]



4. Insurance.

Commercial General Liability Insurance	Insurer: <u>Colony Insurance Co</u> Policy No. <u>PACEP308431</u> Broker <u>Norcal Pacific Ins</u>
Commercial General Liability Insurance Broker	(Contact Name) <u>Bobette Winton</u> <u>Po Box 494249 (Remoe St)</u> (Street Address) <u>Redding, CA 96049</u> (City, State & Zip Code) <u>(530) 221-2300 (530)</u> <u>221-2030</u> Telephone Fax <u>bobette-winton@norcalpacific.com</u> (Email address)
Bid, Performance and Labor & Materials Payment Bond Surety	Surety: <u>RLI Insurance Company</u> Surety Broker <u>Norcal Pacific INS</u> <u>Bobette Winton</u> (Surety Broker Contact Name) <u>Po Box 494249</u> (Street Address) <u>Redding CA 96049</u> (City, State & Zip Code) <u>(530) 221-2300 (530)</u> <u>221-2030</u> Telephone Fax <u>bobette-winton@norcalpacific.com</u> (Email address)
Workers Compensation Insurance	Insurer: <u>State Compensation Ins Fund</u> Policy No. <u>9096267-2018</u> Broker <u>Norcal Pacific INS</u>
Workers Compensation Insurance Broker	(Contact Name) <u>Bobette Winton</u> <u>Po Box 494249 (Remoe St)</u> (Street Address) <u>Redding, CA 96049</u> (City, State & Zip Code)

	(530) 221-2300 (530) 221-2030 Telephone Fax bobette-winton@norcal pacific.com (Email address)
--	---

5. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

5.1. Bidder possesses a valid and currently in good standing California Contractors' license for the Classification(s) of Contractors' License required by the Call for Bids.

Yes  No (Not Qualified)

5.2. Bidder is currently a DIR Registered Contractor?

Yes  No (Not Qualified)

5.3. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Yes  No (Not Qualified)

5.4. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

Yes  No (Not Qualified)  
 Bidder is exempt from this requirement, because it has no employees

5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.

Yes (Not Qualified)  No

5.6. A public agency, within the past five (5) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a "responsible" bidder for a public works project or a public works contract.

Yes (Not Qualified)  No

5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

Yes (Not Qualified)  No

5.8. During the past five (5) years a Surety has completed any project or the Bidder's obligations under a construction contract.

Yes (Not Qualified)  No

5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.

Yes (Not Qualified)  No



5.10. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

Yes (Not Qualified)  No

5.11. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

Yes (Not Qualified)  No

6. **Performance/Experience.** A Bidder must receive a minimum of 90 points out of a possible 100 points in this section to be deemed "Qualified." The Bid Proposal of a Bidder who is not deemed "Qualified" will be rejected for non-responsiveness.

6.1. Within the past two (2) years has your organization performed renovations or new construction in line and consistent to the proposed project.

Yes  No

If yes, number of such projects:

< 10

If yes, was your organization the Prime contractor or a subcontractor?

Prime Contractor

Subcontractor

- Yes 1-5 Projects: 3 points
- Yes 6-10 Projects: 5 points
- Yes 10 or more Projects 10 points
- No 0 points

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

Yes  No

- Yes: 0 points
- No: 10 points

6.3. Has your organization ever been asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes  No

- Yes: 0 points
- No: 5 points

6.4. Has your organization ever failed to complete a construction contract?

Yes  No

- Yes: 0 points
- No: 10 points

6.5. Has your organization ever been declared in default of a construction contract?

Yes  No

- Yes: 0 points
- No: 10 points

6.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes  No

- Yes: 0 points
- No: 10 points

6.7. Has your organization ever been assessed and paid liquidated damages under a construction

contract with either a public or private owner?

Yes  No  
Yes: 0 points  
No: 10 points

6.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

Yes  No  
Yes: 0 points  
No: 10 points

6.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

Yes  No  
Yes: 0 points  
No: 5 points

6.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

Yes  No  
If yes, on how many occasions? \_\_\_\_\_  
No occasions - 10 points  
1 occasion - 3 points  
More than 1 occasion - 0 points

6.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes  No  
If yes, on how many occasions? \_\_\_\_\_  
No occasions 10 points  
1 occasion 3 points  
More than 1 occasion 0 points

7. **Safety.** Bidder must receive a minimum of 27 points out of a possible 35 points in this section.

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes  No  
1 or less occasion - 5 points  
2 occasions - 3 points  
More than 2 occasions - 0 points

7.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

Yes  No  
1 or less occasion - 5 points  
2 occasions - 3 points  
More than 2 occasions - 0 points

7.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

Yes  No  
1 or less occasion - 5 points  
2 occasions - 3 points  
More than 2 occasions - 0 points



7.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?  
 Once a week or more often - 5 points  
 Any other answer - 0 points  
*Once a week after initial safety meeting and each time a new job phase occurs*

7.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).  
 Current year: NA  
 Previous year: NA  
 Year prior to previous year: NA  
 3-year Average: NA  
*Reason: Insufficient premium + Accidents*

Three-year average EMR of .95 or less 5 points  
 Three-year average EMR or more than .95 but no more than 1.1 3 points  
 Any other three-year average EMR 0 points

7.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)  
 Yes  No  
 2 or less occasions 5 points  
 3 occasions 3 points  
 More than 3 occasions 0 points

7.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?  
 Yes  No  
 If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): \_\_\_\_\_  
 2 or less occasions 5 points  
 3 occasions 3 points  
 More than 3 occasions 0 points

8. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought against the construction project owner Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?  
 Yes  No  
 If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project excluding claims for personal injury?  
 Yes  No

If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?  
 Yes  No

If "yes," on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?  
 Yes  No

If "yes," on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?  
 Yes  No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?  
 Yes  No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 8.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?  
 Yes  No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.8. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?  
 Yes  No



8.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.  
 Yes  No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

8.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?  
 Yes  No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; ((iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

8.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?  
 Yes  No

If "yes," provide the date(s) of such findings and attach copies of the Apprenticeship Counsel's final decision(s).

[CONTINUED NEXT PAGE]

9. References. Bidder must receive a minimum of 20 points out of a possible 30 points in this section.

9.1. Similar Completed Projects. Provide the three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work. The three (3) projects should be the best representation of similar work completed. Do not submit more than three (3) projects. All information requested shall be provided to receive ten (10) full points for each project.

3 Projects: 30 points  
 2 Projects: 20 points  
 1 Project 10 points  
 0 Projects 0 Points

Project Name	Access Control Fence
Project Owner; Contact Information	Caltrans DIST 2 Salvador Torres 530-209-3074
Project Scope	Build Access Along Hwy 44 Medding, CA
Original Contract Duration	30 DAYS
Actual Project Completion Duration	18 DAYS
Original Contract Price	184,044.20
Final Adjusted Contract Price	194,532.40

Project Name	Fairfield Mount Station
Project Owner; Contact Information	Caltrans - Chris Moulton 510-714-7031
Project Scope	Fabricate Structural Steel Canopies - form Concrete Storage BINS
Original Contract Duration	180 DAYS
Actual Project Completion Duration	180 DAYS
Original Contract Price	416,162.00
Final Adjusted Contract Price	460,000.00

Project Name	FORT ROSS ADA Restroom
Project Owner; Contact Information	California State Parks - Phil Hock 916-812-7280
Project Scope	Install ADA Restroom, ADA pathways gravel + concrete
Original Contract Duration	180 DAYS
Actual Project Completion Duration	145 DAYS
Original Contract Price	435,324.72
Final Adjusted Contract Price	465,000.00



10. Projects in Progress. On a separate attachment, identify all projects the Bidder currently has in progress (Work in Progress). Provide the following information for each project:
- 10.1. Project Name
  - 10.2. Project Owner
  - 10.3. Project Scope
  - 10.4. Project Completion Duration
  - 10.5. Project Contract Amount

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the City Of Oroville determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the City Of Oroville for non-responsiveness.

Executed this 19<sup>th</sup> day of September 2022 at Redding, California  
 (City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

By: Georgetta Fitzgerald  
 (Signature of Bidder's Authorized Officer or Representative)

Georgetta Fitzgerald  
 (Typed or Printed Name)

Title: Secretary Treasurer



**Northstate**  
Earth and Water Inc.

PO Box 494130 Redding, California 96049 (530) 351-3604 CSLB # 882240-HAZ

### Projects in Progress

**Project Name:** East Cypress Avenue Storm Drain Replacement Project  
**Project Owner:** City of Redding  
**Project Scope:** Replace Storm Drain Concrete Culvert under Cypress Avenue  
**Project Completion Duration:** 60 Days  
**Project Contract Amount:** \$322,507.13

**Project Name:** Shade Structures at Olive View Elementary School  
**Project Owner:** Corning Union Elementary School District  
**Project Scope:** Install Two Shade Structures for Olive View Elementary School  
**Project Completion Duration:** 95 Days  
**Project Contract Amount:** \$312,091.00



SECTION 00 45 19

NON-COLLUSION DECLARATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

The undersigned declares:

I am Secretary / Treasurer

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of Northstate Earth and Water Inc

(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 19<sup>th</sup> day of September, 2022 at Redding, California  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Georgetta Fitzgerald  
 Signature  
Georgetta Fitzgerald  
 Name Printed or Typed

SECTION 00 45 26

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Georgetta Fitzgerald the Secretary / Treasurer of

Northstate Earth and Water Inc, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides: "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
  - a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
  - b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Northstate Earth and Water Inc  
(Contractor Name)

By: Georgetta Fitzgerald  
(Signature)

Georgetta Fitzgerald  
(Typed or printed name)



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SECTION 00 45 27

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Georgetta Fitzgerald, am the Secretary/Treasurer of

Northstate Earth and Water INC  
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the City Of Oroville determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Redding, California this 19<sup>th</sup> day of September, 2022.  
(City and State)

Georgetta Fitzgerald  
(Signature)

Georgetta Fitzgerald  
(Printed or Typed Name)



Bond No. BID BOND

**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we NORTHSTATE EARTH AND WATER

as Principal hereinafter called the Principal, and RLI INSURANCE COMPANY  
a corporation duly organized under the laws of the state of ILLINOIS as Surety, hereinafter called the Surety,  
are held and firmly bound unto CITY OF OROVILLE

as Obligee, hereinafter called the Obligee, in the sum of TEN PERCENT TOTAL AMOUNT BID--

Dollars (\$10%), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for SANK PARK FENCING PROJECT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15TH day of SEPTEMBER, 2022

\_\_\_\_\_  
Witness

NORTHSTATE EARTH AND WATER  
Principal (Seal)  
By: [Signature] PC-5  
Name/Title

RLI INSURANCE COMPANY  
Surety (Seal)  
By: [Signature]  
BOBETTE WINTON  
Agent-In-Fact

[Signature]  
Witness



### ACKNOWLEDGMENT

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

State of California  
County of SHASTA )

On SEPTEMBER 15, 2022 before me, TINA COULTER, NOTARY PUBLIC  
(insert name and title of the officer)

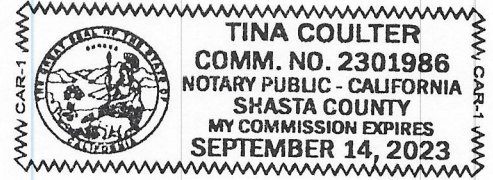
personally appeared BOBETTE WINTON ~,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)





# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Bobette S. Winton, Colleen McHugh, jointly or severally

in the City of Redding, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of June, 2022.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 14th day of June, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15TH day of SEPTEMBER, 2022.

By: Catherine D. Glover  
Catherine D. Glover

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



A0058D19

**SECTION 00 42 00  
BID PROPOSAL**

**Project: CITY OF OROVILLE SANK PARK FENCING PROJECT**

Bidder Name	B & M Builders, Inc.	
Bidder Representative(s)	Patrick Mullen - President Name and Title	
	Christian Torgerson - Assistant Estimator Name and Title	
Bidder Representative(s) Contact Information	Email Address(es) estimating@bm-builders.com	Phone/Fax (916 ) 638-8626 Telephone
		(916 ) 352-6944 Fax
Bidder Mailing Address	11330 Sunrise Park Dr Suite C Address	
	Rancho Cordova CA, 95742 City/State/Zip Code	
California Contractors' License	861848 Number A, B, C8, C10, C12, C20, C27, C31 Exp: 7/31/2023 Classification(s) and Expiration Date	


1. Bid Proposal.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **CITY OF OROVILLE SANK PARK FENCING PROJECT**, for the sum of:

\$  ,  .  Dollars  
(In words; printed or typed)  
Five Hundred Sixty Six Thousand Four Hundred Ninety Five

The Bid Proposal Amount includes all Allowances set forth in Paragraph 1.3, below and the total Composite Unit Price, if any, set forth in Paragraph 1.4 and detailed in Attachment A. The Bidder confirms that it has checked all of the above figures and understands that neither the City Of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the City Of Oroville.

  
(initial)

**Addenda Nos.** 1-3 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Attachment A, Alternate Bid Items Proposal, will result in the Bid Proposal being deemed



non-responsive and rejected.

- 2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

Bid Security	Qualifications Statement
Subcontractors List	DIR Registration Verification
Non-Collusion Affidavit	Bid Form

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

- 3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City Of Oroville the Agreement in the form attached hereto within Fifteen (15) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City Of Oroville, the Bidder awarded the Contract shall deliver to the City Of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City Of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City Of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
- 4. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
- 5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City Of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City Of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
- 6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment,

personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By:

  
\_\_\_\_\_  
(Signature of Bidder's Authorized Officer  
or Representative)

Patrick Mullen  
\_\_\_\_\_  
(Typed or Printed Name)

Title:

President  
\_\_\_\_\_

**SECTION 00 43 23  
ATTACHMENT A  
ALTERNATE BID ITEMS PROPOSAL**

Bidder Name: B & M Builders, Inc.

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

**Alternate Bid Item No.1. N/A**

There are no alternate bid items for this project.


Add to Base Bid Proposal Amount

\$   ,    ,    .

N/A \_\_\_\_\_ Dollars

(in words; printed or typed)

Dated: 9/19/2022

By: 

(Signature of Bidder's Authorized Officer or Representative)

Patrick Mullen

(Typed or Printed Name)

Title: President

SECTION 00 43 36  
SUBCONTRACTORS LIST

Project: CITY OF OROVILLE SANK PARK FENCING PROJECT

Name of Bidder: B & M Builders, Inc.

Authorized Signature: 

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration
Pisor Fence Division, Inc.	7850 Antelope North Rd Citrus Heights, CA 95621	Fencing	316128	1000003166

Attach additional page(s) as required

**STATEMENT OF QUALIFICATIONS**

**PROJECT: CITY OF OROVILLE-SANK PARK FENCING PROJECT**

1. Bidder Information.

1.1. Contact Information

Mailing Address	11330 Sunrise Park Dr Suite C Street Address Rancho Cordova, CA 95742 City, State, Zip Code
Physical Location (if different from mailing address)	11330 Sunrise Park Dr Suite C Street Address Rancho Cordova, CA 95742 City, State, Zip Code
Telephone/Fax	( 916 ) 638-8626 Telephone ( 916 ) 352-6944 Fax

1.2. Bidder Contacts.

Name	Patrick Mullen
Contact Information	Telephone: ( 916 ) 638-8626 Fax ( 916 ) 352-6944 Email estimating@bm-builders.com

1.3. California Contractors' License.

License Number(s)	861848
License Classification(s)	A, B, C8, C10, C12, C20, C27, C31
Responsible Managing Employee; Responsible Managing Officer	Patrick Mullen
Expiration Date(s)	7/31/2022

1.4. Bidder Form of Entity.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Corporation    | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> General Partnership       | <input type="checkbox"/> Joint Venture                 |
| <input type="checkbox"/> Limited Partnership       | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Liability Company |  |



2. **Revenue.** Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
(2018)2017/2018	\$11,443,898.00	\$1,519,593.00	\$250,000.00	\$1,000,000.00
(2019)2018/2019	\$14,415,687.00	\$3,097,052.00	\$195,000.00	\$3,000,000.00
(2020)2019/2020	\$10,877,000.00	\$3,025,000.00	\$200,000.00	\$5,000,000.00

3. **References.**

<b>DSA Project Inspectors</b>			
Firm Name	Address	Telephone No.	Contact Name
DSA Inspector	georgevanduesen@prodigy.net	N/A	George Vanduesen
DSA Inspector	N/A	209-996-5845	Jason Wade
<b>Owners (Commercial Projects or Municipality Clients preferred)</b>			
Owner Name	Address	Telephone No.	Contact Name
Calistoga Unified School	Calistoga, CA	707-291-7205	Chris Ochs
Davis Joint Unified School District	Davis, CA	530-757-5385	Denise Brogun
Paradise Unified School District	Paradise, CA	530-872-6400	David McCrady
<b>Architects (Commercial Projects or Municipality Clients preferred)</b>			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name
Warren Consulting Engineers	1117 Windfieldway El Dorado Hills, CA	916-985-1870	Anthony Tassano
Presinger Architects	PO Box 1743 Sebastopol, CA	707-829-0700	KRT Maness
NMR Redding	Redding, CA	530-222-3300	Dean Furio Robin Warley

[CONTINUED NEXT PAGE]

4. Insurance.

<p><b>Commercial General Liability Insurance</b></p>	<p><b>Insurer:</b> <u>Zurich American Insurance Company</u></p> <p><b>Policy No.</b> <u>GLO239468703</u></p> <p><b>Broker</b> <u>Owen-Dunn/ Assured Partners</u></p>
<p><b>Commercial General Liability Insurance Broker</b></p>	<p><b>(Contact Name)</b> <u>n/a</u></p> <p><u>1425 River Park Drive Ste 226</u> <b>(Street Address)</b> <u>Sacramento, CA 95815</u> <b>(City, State &amp; Zip Code)</b></p> <p><u>( 916 ) 993-2700 ( 916 )</u> <u>993-2683</u> <b>Telephone</b> <b>Fax</b> <u>sacramento@assuredpartners.com</u> <b>(Email address)</b></p>
<p><b>Bid, Performance and Labor &amp; Materials Payment Bond Surety</b></p>	<p><b>Surety:</b> <u>Travelers Casualty &amp; Surety Company of America</u></p> <p><b>Surety Broker</b> <u>Surety1- AssuredPartners of California Insurance Services, LLC</u></p> <p><u>Susan Fournier</u> <b>(Surety Broker Contact Name)</b></p> <p><u>3225 Monier Circle Suite 100</u> <b>(Street Address)</b> <u>Rancho Cordova, CA 95742</u> <b>(City, State &amp; Zip Code)</b></p> <p><u>( 877 ) 654 2327 ( 916 )</u> <u>737-5737</u> <b>Telephone</b> <b>Fax</b> <u>susan@surety1.com</u> <b>(Email address)</b></p>
<p><b>Workers Compensation Insurance</b></p>	<p><b>Insurer:</b> <u>Zurich American Insurance Company</u></p> <p><b>Policy No.</b> <u>WC239468603</u></p> <p><b>Broker</b> <u>Owen-Dunn/ Assured Partners</u></p>
<p><b>Workers Compensation Insurance Broker</b></p>	<p><b>(Contact Name)</b> <u>n/a</u></p> <p><u>1425 River Park Drive Ste 226</u> <b>(Street Address)</b> <u>Sacramento, CA 95815</u> <b>(City, State &amp; Zip Code)</b></p>

	( 916 ) 993-2700 ( 916 ) 993-2683 Telephone Fax sacramento@assuredpartners.com (Email address)
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5. **Essential Requirements.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

5.1. Bidder possesses a valid and currently in good standing California Contractors' license for the Classification(s) of Contractors' License required by the Call for Bids.

Yes  No (Not Qualified)

5.2. Bidder is currently a DIR Registered Contractor?

Yes  No (Not Qualified)

5.3. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Yes  No (Not Qualified)

5.4. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

Yes  No (Not Qualified)  
 Bidder is exempt from this requirement, because it has no employees

5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.

Yes (Not Qualified)  No

5.6. A public agency, within the past five (5) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a "responsible" bidder for a public works project or a public works contract.

Yes (Not Qualified)  No

5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

Yes (Not Qualified)  No

5.8. During the past five (5) years a Surety has completed any project or the Bidder's obligations under a construction contract.

Yes (Not Qualified)  No

5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.

Yes (Not Qualified)  No

5.10. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

Yes (Not Qualified)  No

5.11. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

Yes (Not Qualified)  No

6. **Performance/Experience.** A Bidder must receive a minimum of 90 points out of a possible 100 points in this section to be deemed "Qualified." The Bid Proposal of a Bidder who is not deemed "Qualified" will be rejected for non-responsiveness.

6.1. Within the past two (2) years has your organization performed renovations or new construction in line and consistent to the proposed project.

Yes  No

If yes, number of such projects:

16

If yes, was your organization the Prime contractor or a subcontractor? Both

Prime Contractor

Subcontractor

- Yes 1-5 Projects: 3 points
- Yes 6-10 Projects: 5 points
- Yes 10 or more Projects: 10 points
- No: 0 points

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

Yes  No

- Yes: 0 points
- No: 10 points

6.3. Has your organization ever been asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes  No

- Yes: 0 points
- No: 5 points

6.4. Has your organization ever failed to complete a construction contract?

Yes  No

- Yes: 0 points
- No: 10 points

6.5. Has your organization ever been declared in default of a construction contract?

Yes  No

- Yes: 0 points
- No: 10 points

6.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes  No

- Yes: 0 points
- No: 10 points

6.7. Has your organization ever been assessed and paid liquidated damages under a construction

contract with either a public or private owner?

- Yes  No
- Yes: 0 points
- No: 10 points

6.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

- Yes  No
- Yes: 0 points
- No: 10 points

6.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

- Yes  No
- Yes: 0 points
- No: 5 points

6.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

- Yes  No
- If yes, on how many occasions? \_\_\_\_\_
- No occasions - 10 points
- 1 occasion - 3 points
- More than 1 occasion - 0 points

6.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

- Yes  No
- If yes, on how many occasions? \_\_\_\_\_
- No occasions 10 points
- 1 occasion 3 points
- More than 1 occasion 0 points

7. **Safety.** Bidder must receive a minimum of 27 points out of a possible 35 points in this section.

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

- Yes  No
- 1 or less occasion - 5 points
- 2 occasions - 3 points
- More than 2 occasions - 0 points

7.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

- Yes  No
- 1 or less occasion - 5 points
- 2 occasions - 3 points
- More than 2 occasions - 0 points

7.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

- Yes  No
- 1 or less occasion - 5 points
- 2 occasions - 3 points
- More than 2 occasions - 0 points



7.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

- Once a week or more often - 5 points
- Any other answer - 0 points

7.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).

Current year: 105%  
 Previous year: 86%  
 Year prior to previous year: 78%  
 3-year Average: 89.7%

- Three-year average EMR of .95 or less 5 points
- Three-year average EMR or more than .95 but no more than 1.1 3 points
- Any other three-year average EMR 0 points

7.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

- Yes  No
- 2 or less occasions 5 points
  - 3 occasions 3 points
  - More than 3 occasions 0 points

7.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

- Yes  No
- If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): \_\_\_\_\_
- 2 or less occasions 5 points
  - 3 occasions 3 points
  - More than 3 occasions 0 points

8. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought against the construction project owner Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?

- Yes  No
- If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?

- Yes  No

If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?

Yes  No

If "yes," on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?

Yes  No

If "yes," on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes  No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes  No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 8.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes  No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.8. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes  No

8.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.  
 \_\_\_ Yes  No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

8.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?  
 \_\_\_ Yes  No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; ((iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

8.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?  
 \_\_\_ Yes  No

If "yes," provide the date(s) of such findings and attach copies of the Apprenticeship Counsel's final decision(s).

[CONTINUED NEXT PAGE]

9. References. Bidder must receive a minimum of 20 points out of a possible 30 points in this section.

9.1. Similar Completed Projects. Provide the three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work. The three (3) projects should be the best representation of similar work completed. Do not submit more than three (3) projects. All information requested shall be provided to receive ten (10) full points for each project.

- 3 Projects: 30 points
- 2 Projects: 20 points
- 1 Project : 10 points
- 0 Projects 0 Points

Project Name	Rio Linda High School Fencing Project
Project Owner; Contact Information	Twin Rivers Unified School District
Project Scope	Install new fencing, gates, and concrete
Original Contract Duration	80 working days
Actual Project Completion Duration	75 working days
Original Contract Price	\$500,000.00
Final Adjusted Contract Price	\$518,000.00

Project Name	Governor's Mansion Fencing Project
Project Owner; Contact Information	CA Department of General Services
Project Scope	Install new fencing, gates, and concrete
Original Contract Duration	40 working days
Actual Project Completion Duration	37 working days
Original Contract Price	\$450,000.00
Final Adjusted Contract Price	\$471,000.00

Project Name	Rodeway Inn Gate Installation Project
Project Owner; Contact Information	City of West Sacramento
Project Scope	Install new fencing, gates, and concrete
Original Contract Duration	25 working days
Actual Project Completion Duration	24 working days
Original Contract Price	\$215,000.00
Final Adjusted Contract Price	\$224,000.00

10. Projects in Progress. On a separate attachment, identify all projects the Bidder currently has in progress (Work in Progress). Provide the following information for each project:

- 10.1. Project Name
- 10.2. Project Owner
- 10.3. Project Scope
- 10.4. Project Completion Duration
- 10.5. Project Contract Amount

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the City Of Oroville determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the City Of Oroville for non-responsiveness.

Executed this 19th day of September 2022 at Rancho Cordova, CA  
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

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

Patrick Mullen  
(Typed or Printed Name)

Title: President

SECTION 00 45 19

NON-COLLUSION DECLARATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

The undersigned declares:

I am President

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of B & M Builders, Inc.

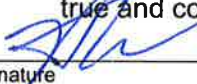
(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

- 1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 2. The Bid Proposal is genuine and not collusive or sham.
- 3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 5. All statements contained in the Bid Proposal and related documents are true.
- 6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 19th day of September, 2022 at Rancho Cordova, CA  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature

Patrick Mullen - President  
\_\_\_\_\_  
Name Printed or Typed



SECTION 00 45 26

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Patrick Mullen the President of (Name) (Title)

B & M Builders, Inc. (Contractor Name), declare, state and certify that:

- 1. I am aware that California Labor Code § 3700(a) and (b) provides: "Every employer except the state shall secure the payment of compensation in one or more of the following ways: a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state. b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees." 2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

B & M Builders, Inc. (Contractor Name)

By: (Signature)

Patrick Mullen - President (Typed or printed name)

SECTION 00 45 27

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Patrick Mullen, am the President of B & M Builders, Inc. (Contractor Name)

I declare, state and certify to all of the following:

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace...
B. Establishing a drug-free awareness program to inform employees about all of the following:
i. The dangers of drug abuse in the workplace;
ii. Contractor's policy of maintaining a drug-free workplace;
iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
iv. The penalties that may be imposed upon employees for drug abuse violations;
C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the City Of Oroville determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Rancho Cordova, CA this 19th day of September, 2022 (City and State)

(Signature) Patrick Mullen (Printed or Typed Name)

**SECTION 00 61 10**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, Travelers Casualty and Surety Company of America, as Surety and B & M Builders, Inc, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **City Of Oroville** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **CITY OF OROVILLE SANK PARK FENCING PROJECT**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

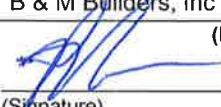
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 15th day of September, 20 22 by their duly authorized agents or representatives.


B & M Builders, Inc  
 (Bidder/Principal Name)

By:   
 (Signature)

Patrick Mullen  
 (Typed or Printed Name)

Title: President  
 (Attach Notary Public Acknowledgement of Principal's Signature)

Travelers Casualty and Surety Company of America  
 (Surety Name)

By:   
 (Signature of Attorney-In-Fact for Surety)

Susan Fournier, Attorney-In-Fact  
 (Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

**Contact name, address, telephone number and email address for notices to the Surety**

Travelers Casualty and Surety Company of America  
 (Contact Name)

One Tower Square  
 (Street Address)

Hartford, CT 06183  
 (City, State & Zip Code)

(916 ) 852-5272 (866 ) 467-5504  
 Telephone Fax

tlindley@travelers.com  
 (Email address)

### ACKNOWLEDGMENT

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

State of California  
County of Sacramento )

On SEP 15 2022 before me, Katherine DuPont, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

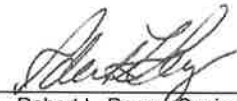
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SUSAN FOURNIER** of **RANCHO CORDOVA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **September**, 2022



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



### ACKNOWLEDGMENT

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

State of California  
County of Sacramento )

On 9-19-2022 before me, Traci E. Nakagaki, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Traci E. Nakagaki*



City of Oroville  
RFP Amendment #1  
City of Oroville Sank Park Fence Project

Revised Bid Due Date: 09/19/2022 – 2:00 p.m.

**AMENDMENT NUMBER 1 TO THE REQUEST FOR PROPOSALS (“RFP”)  
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

**Amendment Date: August 16th, 2022**

**A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.**


**B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent’s written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

Minimum licensure requirements are amended to include: Contractor shall hold **either an A OR hold both an C8 and C13 license** to meet qualifications for this project.

If Respondent’s need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at [nicktrover@trovercpm.com](mailto:nicktrover@trovercpm.com).

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name B&M BUILDERS, INC.  
Contact Person PATRICK MULLEN  
Signature   
Date 9-19-2022

**Nick Trover**  
Project Manager  
City of Oroville

**AMENDMENT NUMBER 2 TO THE REQUEST FOR PROPOSALS (“RFP”)  
 FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

**Amendment Date: August 29th, 2022**

**A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.**

**B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

- Minimum licensure requirements are amended to include: Contractor shall hold **an A license OR an B license OR hold both an C8 and C13 license** to meet qualifications for this project.
- All questions regarding clarification of project **shall be submitted in RFI form.**
- See **attachment A** for list of individuals who participated in the mandatory job walk 08/25/22.
- See **attachment B** for curb detail
- Scope of work shall include the addition of: **an additional pedestrian gate not called out on the plan set on the west side of the property (4<sup>th</sup> avenue). Demolition and replacement of concrete in front of the vehicle pathway entrances and all pedestrian gates to meet ADA compliance and grading needs. Running tracks are to be installed and embedded in the concrete.**
- Concrete work on pedestrian gate sections to be poured at a 4” thickness with (2) #4 rebar at 18 inches on center.**
- Concrete work on vehicle gate sections to be poured at a 6” thickness with (2) #4 rebar at 12” on center.**
- Posts at the north and east pedestrian gates and east vehicle gates shall be salvaged during demolition to be utilized by the city at a later date.**
- All pedestrian gates are to meet ADA compliance.**
- Clarification: 10’ access gate to be **swing-in not rolling**

City of Oroville  
RFP Amendment #2  
City of Oroville Sank Park Fence Project

Revised Bid Due Date: 09/19/2022 – 2:00 p.m.

-Clarification: **Regarding the retaining wall section of property; the fencing and curb shall be brought out 12” for the entire span of the 3<sup>rd</sup> avenue side of the property.**

If Respondent’s need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name B & M BUILDERS, INC.

Contact Person PATRICK MULLEN

Signature 

Date 9-19-2022

**Nick Trover**  
Project Manager  
City of Oroville

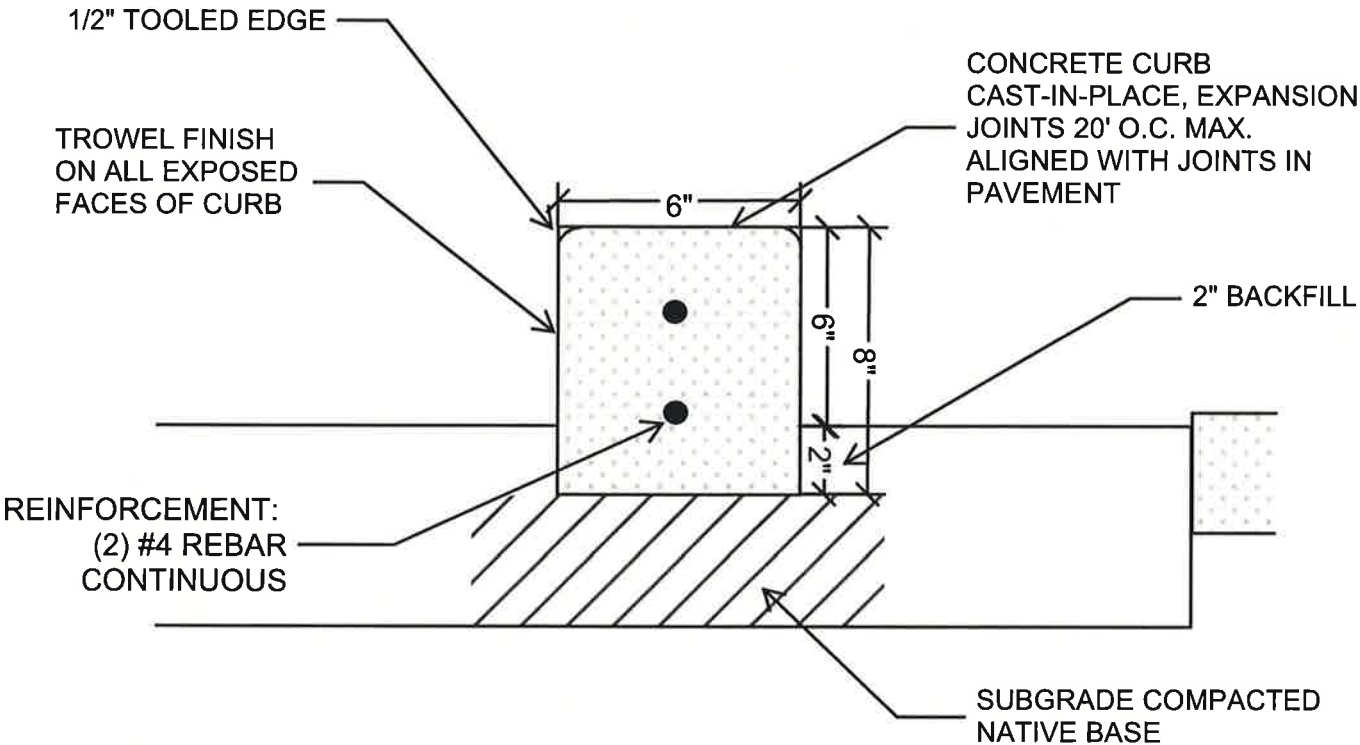
**ATTACHMENT A**  
**SIGN IN SHEET**  
**MANDATORY JOB WALK**

**RFP #PK-08-11-2022 - SANK PARK FENCE PROJECT**

**Thursday, August 25, 2022 at 2:00AM**

Name	Representing	Phone No.	Email
JEREMY GILLEN	PBM CONSTRUCTION, INC	916-257-2324	GJG@PBMCONSTRUCTION.COM
BRIAN FOSTER	NORTH STATE CONSTRUCTION	530 708 2547	northstateconstruction@hotmail.com
Jeremiah Alexander	B & M Builders	916-755-8803	jalexander@pisorfence.net
Mark Godfrey	United Iron	530 403-7757	UWmark@gmail.com
Jaxon Fitzgerald	NSEW	(530) 604-5526	jaxon@northstateew.com
BLETT STOCKDALE	BLITE CONSTRUCTION COMPANY	530 717. 7870	BLETT@BLITECONSTRUCTIONCOMPANY.COM

# ATTACHMENT B



**VERTICAL CURB, 6" X 8"**

NOT TO SCALE



**AMENDMENT NUMBER 3 TO THE REQUEST FOR PROPOSALS (“RFP”)  
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

**Amendment Date: September 13th, 2022**

**A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.**

**B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

**Pre-Bid Request for Information:**

1. What is the clearance requirement between top of curb and bottom of fence?
2. Style of fencing? Flush top and bottom rail, extended picket? 2-rail, 3-rail?
3. Decorative posts – specifications indicate corner posts. Is it just corners or all end/corner posts?
4. Man gates – Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates at Montgomery Ave & 3<sup>rd</sup> Street. Addendum 2 adds another man gate on 4<sup>th</sup> Street. Where is the 4<sup>th</sup> gate?
- 5/ 10' swing gate (addendum2) – will that be a single swing or double swing gate? What latching and hold open requirements?

**City of Oroville Response to RFI:**

1. Top of curb and bottom of fence shall be a minimum of 2”
2. Style of fencing shall be significantly consistent with provided design and subject to review and approval by client. **Attachment A**
3. Bid should include the option for all corners and entry points. Client to review and adjust according to budget capabilities.
4. See **Attachment B** for clarification on all gates and entry points
5. 10' gate will be a double swing gate. Gravity latch with a padlockable drop bolt or equivalent.

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at [nicktrover@trovercpm.com](mailto:nicktrover@trovercpm.com).

City of Oroville  
RFP Amendment #3  
City of Oroville Sank Park Fence Project

Revised Bid Due Date: 09/19/2022 – 2:00 p.m.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW  
AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name B&M BUILDERS, INC.

Contact Person PATRICK MULLEN

Signature 

Date 9-19-2022

**Nick Trover**  
Project Manager  
City of Oroville

ATTACHMENT A







**SECTION 00 43 24  
(FOR PRE-BID USE ONLY)  
PRE-BID REQUEST FOR INFORMATION  
City Of Oroville**

Date of Pre-Bid RFI: <u>9/2/2022</u>	Bidder Name: <u>Northern California Fence</u>
Project Name: <u>Sank Park Fencing</u>	
Project No: _____	

**Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)**

1. What is the clearance requirement between top of curb and bottom of fence \_\_\_\_\_
2. Style of fencing? Flush top & bottom rail, extended picket? 2-rail, 3-rail? \_\_\_\_\_
3. Decorative post - specifications indicate corner posts. Is it just corners or all end/corner posts? \_\_\_\_\_
4. Man gates - Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates, at Montgomery Ave & 3rd Street. Addendum 2 adds another man gate on 4th Street. Where is the 4th gate? \_\_\_\_\_
5. 10' swing gate (addendum2) - will that be a single swing or double swing gate? What latching and hold open requirements? \_\_\_\_\_

Additional pages attached by Bidder: \_\_\_ Yes  \_\_\_ No  
Number of additional pages attached by Bidder: \_\_\_\_\_

**Response to Bidder's Pre-Bid Request for Information**

1. Top of curb and bottom of fence shall be a minimum of 2". \_\_\_\_\_
2. Style of fencing shall be significantly consistent with provided design and subject to approval by client. Attachment A \_\_\_\_\_
3. Please provide as an option for all corners and entry points. \_\_\_\_\_
4. See Attachment B for clarification on all gates and entry points \_\_\_\_\_
5. 10' gate will be a double swing gate. Gravity latch with padlock drop bolt or equivalent. \_\_\_\_\_

Additional pages of RFI Response attached:  Yes \_\_\_ No  
Number of additional RFI Response pages attached: 2

Date of RFI Response: 09/13/2022

Submitted By:  
Carrie Moore, Northern California Fence  
\_\_\_\_\_  
(Bidder Name) *Carrie Moore*  
\_\_\_\_\_  
(Signature of Bidder's Authorized Employee, Officer or Representative)  
Submittal Date: 9/2/2022

Bidder Contact Information:  
\_\_\_\_\_  
(Bidder Contact Name)  
\_\_\_\_\_  
(Phone and Fax)  
\_\_\_\_\_  
(Email Address)

Item 7.

### Contractor Information

**Legal Entity Name**  
B&M BUILDERS INC

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000003277

**Registration effective date**  
07/01/20

**Registration expiration date**  
06/30/23

**Mailing Address**  
11330 SUNRISE PARK DR, STE C RANCHO CORDOVA 95742 ...

**Physical Address**  
11330 SUNRISE PARK DR, STE C RANCHO CORDOVA 95742 ...

**Email Address**  
service@bm-builders.com

**Trade Name/DBA**  
B&M BUILDERS INC

**License Number (s)**  
CSLB:861848  
CSLB:861848

### Registration History

Effective Date	Expiration I
06/14/18	06/30/19
06/16/17	06/30/18
06/08/16	06/30/17
06/02/15	06/30/16
12/08/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

### Legal Entity Information

**Corporation Entity Number:** 25216649

**Federal Employment Identification Number:** 510539817

**President Name:** PATRICK MULLEN

**Vice President Name:** AUSTIN O CONNELL

**Treasurer Name:** PATRICK MULLEN

**Secretary Name:** AUSTIN O CONNELL

**CEO Name:** JONATHAN BROWN

Agency for Service:

**Agent of Service Name:** PATRICK MULLEN

**Agent of Service Mailing Address:** 11330 SUNRISE PARK DR, STE C RANCH

### Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current worker's compensation insurance information below:**

PEO InformationName	Phone	Email
PEO	PEO	PEO



Item 7.

Insured by Carrier  
**Policy Holder Name:**  
**Insurance Carrier:**  
**Policy Number:**  
**Inception date:**  
**Expiration Date:**

B&M BUII  
Zurich An  
WC23946  
03/01/20  
03/01/21

Item 7.

### Contractor Information

**Legal Entity Name**  
PISOR FENCE DIVISION, INC  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000003166  
**Registration effective date**  
07/01/22  
**Registration expiration date**  
06/30/25  
**Mailing Address**  
PO BOX 7213 CITRUS HEIGHTS 95621 CA United State...  
**Physical Address**  
7850 ANTELOPE NORTH RD CITRUS HEIGHTS 95621 C...  
**Email Address**  
jsears@pisorfence.net  
**Trade Name/DBA**  
PISOR FENCE  
**License Number (s)**  
CSLB:316128

### Registration History

Effective Date	Expiration Date
05/24/18	06/30/19
05/22/17	06/30/18
06/07/16	06/30/17
06/24/15	06/30/16
11/25/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

### Legal Entity Information

**Corporation Entity Number:** C0756344  
**Federal Employment Identification Number:** 942306999  
**President Name:** James Dale  
**Vice President Name:**  
**Treasurer Name:**  
**Secretary Name:**  
**CEO Name:**  
  
Agency for Service:  
**Agent of Service Name:** John Sears  
**Agent of Service Mailing Address:** PO Box 7213 Citrus Heights 95621 CA U

### Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No  
**Please provide your current worker's compensation insurance information below:**

PEO InformationName	PEO Phone	PEO Email

Item 7.

Insured by Carrier  
**Policy Holder Name:**  
**Insurance Carrier:**  
**Policy Number:**  
**Inception date:**  
**Expiration Date:**

PISOR FEI  
ICW  
WSA-503;  
01/01/22  
01/01/23

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR –  
ADMINISTRATIVE SERVICES**

**RE: FINANCIAL ANALYSIS FOR FISCAL YEAR ENDED JUNE 30, 2022**

**DATE: OCTOBER 18, 2022**

**SUMMARY**

The Council may receive annual unaudited financial information for the year ended June 30, 2022.

**DISCUSSION**

The City ended the fiscal year with an excess of revenues of \$3,760,619 at June 30, 2022. This excess is attributable to both the General Fund and the New 1% District Tax Fund. They are both considered General Fund but are accounted for separately for accountability and then combined for financial statement purposes.

	<u>General Fund</u>	<u>District Tax</u>	<u>Total</u>
Revenues	21,268,504	7,720,024	28,988,528
Expenditures	18,864,457	6,363,452	25,227,909
Revenues in Excess of Expenditures	<u>\$ 2,404,047</u>	<u>\$ 1,356,572</u>	<u>\$ 3,760,619</u>

**Summary:**

The General Fund ended with a \$2.4 million dollar excess of revenues which is mostly attributable to expenditures coming in 18% less than budgeted appropriations. For the new 1% District Tax, revenues exceeded expenditures by \$1.3 million with most of the savings coming from position vacancies and unspent allocations for road repair.

**OUTSTANDING DEBT**

Outstanding Debt on June 30, 2022, was \$21,048,503 for the City and \$12,210,000 outstanding bonds for the Oroville Successor Agency. The original Pension Obligation Bonds were refinanced with the new Pension Obligation Bonds at were issued to address the CalPERS Unfunded liability.

American River Bank – Solar and Energy project	2,193,503
MUFG Union Bank – Pension Obligation Bonds 1	0 *refinanced
Wells Fargo Pension Obligation Bonds 2	<u>18,855,000</u>
Total	<u>\$21,048,503</u>
US Bank – Successor Agency Bonds	<u>\$12,210,000</u>

\*formerly MUFG Union Bank

Currently our General Fund reserve is \$7,500,000. Our Fund Balance Policy is to target at least 15% of General Fund expenditures. The GFOA (Government Finance Officer Assn) recommends at least 17%. This amount brings us up to 22% and another \$1,500,000 has been appropriated for fiscal year 2022-23.

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

### **FISCAL IMPACT**

Excess of revenues for the year ended June 30, 2022, of \$3,760,619 for the City's General Fund.

### **RECOMMENDATION**

Staff recommends for the Council to consider allocating fund balance as follows:

\$2,193,503 to pay off the American River Bank – Solar and Energy project.

Balance to go to Fund Balance

### **ATTACHMENTS**

City Revenue and Expense for June 30, 2022, compared to the prior year

City Revenue and Expense for June 30, 2022, compared to the budget for same year

**CITY OF OROVILLE  
REVENUES AND EXPENDITURES  
CURRENT YEAR BUDGET TO ACTUAL  
GENERAL FUND**

	<u>Budget 2021-22</u>	<u>Actual 2021-22</u>	<u>Difference</u>
<b>REVENUES BY SOURCE</b>			
Taxes:			
Sales and use taxes	\$ 13,581,633	\$ 13,570,130	\$ (11,503)
Property taxes	3,820,256	4,207,308	387,052
Utility user taxes	2,231,532	2,513,476	281,944
Transient occupancy taxes	985,641	1,084,862	99,221
Franchise taxes	1,005,632	1,052,859	47,227
Other taxes	76,037	107,733	31,696
License and permits	679,243	678,305	(938)
Fines and forfeitures	52,409	74,304	21,895
Interest, rents and concessions	296,394	(338,701)	(635,095)
Intergovernmental revenues	325,552	346,186	20,634
Charges for services	691,903	783,667	91,764
Other revenues	1,459,736	1,918,875	459,139
Transfers in	2,296,310	2,989,524	693,214
<b>TOTAL REVENUES</b>	<u>\$ 27,502,278</u>	<u>\$ 28,988,528</u>	<u>\$ 1,486,250</u>
<b>EXPENDITURES BY FUNCTION</b>			
Current:			
General Government	\$ 5,378,716	\$ 5,109,807	\$ (268,909)
Public Safety	12,598,856	11,573,134	(1,025,722)
Public Works	381,301	444,993	63,692
Streets and Storm Drains	3,509,395	1,524,180	(1,985,215)
Parks and Leisure	3,171,676	1,441,592	(1,730,084)
Transfers out	4,720,000	5,134,203	414,203
<b>TOTAL EXPENDITURES</b>	<u>\$ 29,759,944</u>	<u>\$ 25,227,909</u>	<u>\$ (4,532,035)</u>
NET INCREASE (DECREASE) IN FUND BALANCE	<u>\$ (2,257,666)</u>	<u>\$ 3,760,619</u>	
FUND BALANCE BEGINNING	<u>\$ 19,020,179</u>	<u>\$ 19,020,179</u>	
FUND BALANCE ENDING	<u>\$ 16,762,513</u>	<u>\$ 22,780,798</u>	



**CITY OF OROVILLE**  
**REVENUES AND EXPENDITURES**  
**PRIOR YEAR COMPARISON TO CURRENT YEAR ACTUAL**  
**GENERAL FUND**

	Prior Year Actual <u>2020-21</u>	Current Year Actual <u>2021-22</u>	Difference
<b>REVENUES</b>			
Taxes:			
Sales and use taxes	\$ 13,393,713	\$ 13,570,130	\$ 176,417
Property taxes	3,959,208	4,207,308	248,100
Utility user taxes	2,318,054	2,513,476	195,422
Transient occupancy taxes	1,034,424	1,084,862	50,438
Franchise taxes	992,172	1,052,859	60,687
Other taxes	86,418	107,733	21,315
License and permits	708,930	678,305	(30,625)
Fines and forfeitures	69,921	74,304	4,383
Interest, rents and concessions	371,905	(338,701)	(710,606)
Intergovernmental revenues	405,289	346,186	(59,103)
Charges for services	770,840	783,667	12,827
Other revenues	4,138,546	1,918,875	(2,219,671)
Transfers in	956,804	2,989,524	2,032,720
<b>TOTAL REVENUES</b>	<u>\$ 29,206,224</u>	<u>\$ 28,988,528</u>	<u>\$ (217,696)</u>
<b>EXPENDITURES</b>			
Function:			
General Government	\$ 3,534,545	\$ 5,109,807	\$ 1,575,262
Public Safety	11,204,123	11,573,134	369,011
Public Works	307,828	444,993	137,165
Streets and Storm Drains	1,683,745	1,524,180	(159,565)
Parks and Leisure	1,745,174	1,441,592	(303,582)
Transfers out	6,544,478	5,134,203	(1,410,275)
<b>TOTAL EXPENDITURES</b>	<u>\$ 25,019,893</u>	<u>\$ 25,227,909</u>	<u>\$ 208,016</u>
NET INCREASE (DECREASE) IN FUND BALANCE	<u>\$ 4,186,331</u>	<u>\$ 3,760,619</u>	
FUND BALANCE BEGINNING	<u>\$ 29,206,224</u>	<u>\$ 19,020,179</u>	
FUND BALANCE ENDING	<u>\$ 33,392,555</u>	<u>\$ 22,780,798</u>	



## CITY OF OROVILLE STAFF REPORT

**TO:                   MAYOR REYNOLDS AND COUNCIL MEMBERS**

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

**RE:                   CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT**  
**17-CDBG-12014 AND 20-CDBG-CV-2-3-00113**

**DATE:               OCTOBER 18, 2022**

**SUMMARY**

The Council will conduct a public hearing relating to the performance and the final accomplishments of Community Development Block Grant (CDBG) No. 17-CDBG-12014 and 20-CDBG-CV-2-3-00100.

**DISCUSSION**

On July 10, 2018, the City of Oroville was awarded CDBG grant funds in the amount of \$1,500,000 for the City of Oroville to fund Homeownership Assistance, Code Enforcement and Catalyst Domestic Violence services.

The City is responsible for monitoring and reporting on all CDBG activities to assure that the time schedules are met and milestones are accomplished. This grant was approved a 12-month extension and expired July 31, 2022. A Closeout Report must be submitted for the activities as the grant expires.

City staff intends to submit the Closeout Report to the California Department of Housing and Community Development (HCD). The information provided below covers expenditures and activities over the grant term. All general administration, Homeownership Assistance and Catalyst activity funds available through this grant have been expended relative to this grant, however, the City will need to disencumber \$34,660 in Code Enforcement funds.

<b>17 CDBG 12014</b>		
<b><u>Activity</u></b>	<b><u>CDBG Grant</u></b>	<b><u>CDBG Program Income</u></b>
Catalyst Domestic Violence	\$120,409.00	\$65,638.00
Code Enforcement	\$310,048.00	\$221,075.00
Homeownership Assistance	\$930,232.00	\$71,597.00

General Administration	\$104,651.00	\$21,979.00
<b>Total</b>	<b>\$1,465,340.00</b>	<b>\$380,289.00</b>

During the grant term, the following accomplishments were made:

FTHB: 11 loans were made to low-income beneficiaries for Homeownership Assistance

Catalyst: 469 new or continued access to benefit.

Code Enforcement: 11,338 Total Active Cases, 2,961 Cases Closed, 2,586 New Cases Opened, 303 Building Code Violations, 138 Multi-Family Inspections, 66 Substandard Housing, 8 new Vacant Buildings, 44 Stop Work Notices, 232 Weed Abatement.

Additionally, on August 17, 2021, City of Oroville was awarded CDBG-CV2&3 funds in the amount of \$113,000 for a new Utility Assistance Program. During the first several months, neither staff nor the sub-recipient, Community Action Agency received any qualified applicants. Therefore, council approved the amendment to transfer all remaining funds to our second CDBG-CV2&3 grant, Wyandotte Avenue Improvements to add to the scope of work.

<b>20-CDBG-CV-2-3-00113</b>		
<b><u>Activity</u></b>	<b><u>CDBG Grant</u></b>	<b><u>CDBG Program Income</u></b>
Utility Assistance Program (UAP)	\$511.35	\$0.00
<b>Total</b>	<b>\$511.35</b>	<b>\$0.00</b>

During the grant term, there were no beneficiaries. The balance of the grant is being transferred to 20-CDBG-CV-2-3-00112.

**FISCAL IMPACT**

None

**RECOMMENDATION**

1. Adopt Resolution No. 9102 - Authorizing the closeout of Community Development Block Grant 17-CDBG-12014 which expired July 31, 2022.
2. Adopt Resolution No. 9101- Authorizing the closeout of Community Development Block grant 20-CDBG-CV-2-3-00113.

**ATTACHMENTS**

Resolutions No. 9101 and 9102

**CITY OF OROVILLE  
RESOLUTION NO. 9101**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE CLOSEOUT  
OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 20-CDBG-CV23-00113.**

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

1. The Oroville City Council hereby authorizes the closeout of Community Development Grant No. 20-CDBG-CV23-0013.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on October 18, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

**CITY OF OROVILLE  
RESOLUTION NO. 9102**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE CLOSEOUT  
OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 17-CDBG-12014.**

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

1. The Oroville City Council hereby authorizes the closeout of Community Development Grant No. 17-CDBG-12014.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on October 18, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR  
MARK WOLFE, AICP, NORTHSTAR**

**RE: ZC22-04: STANDARDS FOR DEVELOPMENT OF NON-CONFORMING  
LOTS IN SOUTH OROVILLE**

**DATE: OCTOBER 18, 2022**

### SUMMARY

The City Council may consider approving amendments to Oroville Municipal Code Section 17.28.020 (“Development Standards for residential districts”) in order to support development of existing sub-standard lots in South Oroville. The Planning Commission has recommended approval of the amendments on a 5-0 vote at its meeting of August 25, 2022.

### DISCUSSION

The recommended amendments would provide flexibility in existing setback and lot coverage regulations which may hinder development of the approximately 100 non-conforming vacant lots in the South Oroville neighborhood. These changes would advance a number of General Plan policies, and have been developed as a part of the City’s ongoing collaboration with the community to foster investment in South Oroville.

Details regarding the amendments can be found in Attachment 1, staff’s report to the Planning Commission on this matter.

### FISCAL IMPACT

None

### RECOMMENDATION

**The Planning Commission and Staff recommend the following actions:**

- 1. Certify the Notice of Exemption**
- 2. Conduct a public hearing and approve Zoning Change ZC 22-04**
- 3. Adopt Resolution No. 9105 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CODE AMENDMENT ZC 22-04 REGARDING DEVELOPMENT STANDARDS FOR NON-CONFORMING LOTS IN SOUTH OROVILLE**



**4. Waive first reading and introduce by title only Ordinance no. 1870 -- AN  
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE  
AMENDING MUNICIPAL CODE SECTION 17.28.020**

**ATTACHMENTS**

1. August 25, 2022 Planning Commission Report
2. Notice of Exemption
3. Resolution No. 9105 approving ZC 22-04
4. Draft Ordinance 1870



# City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT  
 1735 Montgomery Street  
 Oroville, CA 95965-4897  
 (530) 538-2430 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

**PLANNING COMMISSION STAFF REPORT**

**Thursday, August 25, 2022**

**RE: ZC22-04 Standards for Development of Non-Conforming Lots in South Oroville**

**SUMMARY:** The Oroville Planning Commission will review and consider recommending that the City Council revise OMC 17.28.020 (“Development Standards for residential districts”) in order to promote and provide flexibility in the development of existing non-conforming R-1 zoned lots in South Oroville. Many of the parcels in the neighborhood are sub-standard with respect to lot size and lot width, making them more difficult to develop than a conforming lot using existing regulations. The recommended amendments would reduce side and rear yard setbacks, increase allowable site coverage, and establish basic site planning principles for these properties.

**RECOMMENDATION: Staff recommends the following actions:**

1. **Conduct a Public Hearing** on the proposed code changes;
2. **Adopt** Resolution No. P2022-13 Recommending that the City Council approve the Specified Changes to OMC 17.28.020.

**APPLICANT:** City of Oroville

**LOCATION:** Generally the South Oroville Annexation Area, Attachment A to this report.

**GENERAL PLAN:** N/A  
**ZONING:** N/A  
**FLOOD ZONE:** N/A

**ENVIRONMENTAL DETERMINATION:** The recommended Code Amendment is exempt from review under the California Environmental Quality Act (CEQA) under the “common sense” provision of the Act that CEQA applies only to those projects have the potential to create a significant impact on the environment.

**REPORT PREPARED BY:**

\_\_\_\_\_  
 Mark Wolfe, AICP  
 NorthStar

**REVIEWED BY:**

\_\_\_\_\_  
 Dawn Nevers, Assistant Director  
 Community Development Department

## DISCUSSION

The South Oroville neighborhood includes over 100 vacant lots zoned for single family development. In addition, there are roughly 50 lots with homes which have been abandoned. In virtually all cases, the underlying parcels do not meet the City's requirements for either lot size, lot dimensions, or both. Most of the lots are 44-feet wide by 108 feet deep, resulting in properties of roughly 4,800 square feet. City standards for the R-1 (Single Family Residential) zoning district require lots at least 50-feet wide and 5,000 square feet in size.

Development of these "non-conforming" lots in South Oroville can be challenging under the current City Code. For example, applying the minimum five-foot side yard setback requirement of the R-1 zone to one of the 44-wide lots results in a maximum building width of 34 feet. This limits the range of floorplans that can be used.

In addition, the Code limits the development of lots under 5,000 feet to a maximum site coverage, or building "footprint", of 2,000 square feet, including the home's garage. For conforming lots, the maximum coverage is 50% of the lot area. This means, for example, that development of one of the aforementioned 4,800 square foot lots would be limited to the 2,000 square foot coverage maximum, while a conforming 5,000 square foot lot could be developed with a structure with coverage up to 2,500 square feet.

In order to support and promote development and redevelopment of homes in the neighborhood, staff is recommending changes to certain Zoning Code standards. The changes are not dramatic, but they will loosen up regulations that might inhibit new construction and redevelopment. To ensure that the neighborhood character and scale is preserved, regulation of garage setbacks is also proposed. No new processes or "red tape" are proposed.

This proposal is being made as part of a larger community-based effort to foster investment in the Southside neighborhood.

## ANALYSIS

The recommended changes would apply only to the area delineated in Attachment A of this report, and are as follows:

**Reduced Side Yard Setbacks:** The City's R-1 zoning standards require a five-foot side yard setback for main structures. With the narrow lots common in the neighborhood, this can limit flexibility in site planning for new homes, or for additions to existing ones.

The proposed change would reduce the minimum setback to three feet, so long as the aggregate of both side yards is at least eight feet. This will allow development of homes with four-foot setbacks on both sides, or, alternately, homes with a

narrower three-foot setback on one side and five on the other.

**Reduced Rear Yard Setbacks:** Existing standards require a 20-foot rear yard for main structures in the R-1 zone. The proposed setback is 15-feet. With the configuration and size of lots in the Southside, this will add to the overall ease of their development, and provide more opportunities for remodeling existing homes.

**Increased Site Coverage Limit:** Site coverage is the total “footprint” of structures on a site. For the R-1 district, the limit is generally 50% of the lot area. For a “standard” 5,000 square foot lot, this means a site coverage cap of 2,500 square feet.

Current standards, however, set a maximum site coverage of 2,000 square feet for any lot not meeting than the R-1 zone’s 5,000 square foot minimum. Thus, while a 5,000 square foot lot would enjoy a site coverage limit of 2,500 square feet, a 4,999 square foot lot would be limited to a maximum of 2,000 square feet.

The 2,000 square foot limit would apply all the way down to 4,000 square foot lots, at which point the 50% lot coverage limit would again apply (50% of 4,000 equals 2,000). Those lots ranging between 4,000 and 5,000 are thus the focus of the 2,000 square foot site coverage limit.

The overwhelming majority –roughly 93%-- of non-conforming lots in the Southside neighborhood are between 4,000 and 5,000 square feet in size. The 2,000 square foot limits the range of possible floor plan types, and also places constraints on accessory structures such as “granny” units and detached garages.

Elimination of the blanket 2,000 square foot cap for parcels between 4,000 and 5,000 square feet is recommended, which would leave the 50% maximum in place for all properties. This will mean that site coverage for these lots will range from 2,000 square feet to 2,500 square feet. The change will improve flexibility in site development without overwhelming these properties with structures.

**Site Planning and Parking:** The placement and footprints of buildings are currently regulated exclusively by setback requirements. The narrower than standard lot widths and the proposed reduced side yard setbacks create a situation where the front elevation of a house might be visually dominated by its garage, particularly if a two-car design. This could have an undesirable aesthetic effect on the “streetscape”, especially if two or more adjacent properties are developed in this fashion.

To address this potential issue, the recommended standards would require that two-garages be set back at least three feet behind the main building façade. Alternately, single-car garages with tandem parking would be allowed. In these cases, the garage, as a much less prominent element of the building façade, would not need to be stepped back from the main structure.

## GENERAL PLAN CONSISTENCY

The recommended code changes would advance the following General Plan Goals and Policies:

### From the Vision Statement:

- New residential growth, whatever the size or location, will be carefully regulated by the City and will be required to meet high standards for quality, appearance and integration with existing neighborhoods. Much of the new growth in the City will occur as infill development sensitively designed to enhance the community's character.

### From the Guiding Principles:

- **Livability.** Ensure that future development enhances the existing character of our city as a whole, as well as its individual neighborhoods, and has a positive effect on our surroundings and quality of life.

### From the Community Design Element (Principles):

- **Block, Street, and Building.** At this scale, the details of the built environment—defined both by architectural and landscaping details—are proportioned to the scale of a pedestrian. Block dimensions and building designs place equal emphasis on pedestrian and vehicular uses. These more detailed design principles are addressed in Oroville's Development Code and Design Guidelines.
- **High-Quality Development.** All types of development that follows smart growth principles can enhance the character of a neighborhood. In a smart growth neighborhood, retail buildings are located adjacent to sidewalks, framing the street's public space and encouraging people to walk from shop to shop. They include architectural details that make the buildings more attractive and more compatible with the surrounding development. Single-family houses emphasize the front door frontage to the street rather than garages, and apartment buildings use varied building forms to give a sense of the individual dwelling units they contain. In addition, all types of development incorporate the principles of Crime Prevention through Environmental Design (CPTED) by delineating private and public spaces, enhancing visibility, controlling property access, and ensuring adequate property maintenance.

### From the Community Design Element (Goals, Policies, and Actions):

- P1.1 Require quality architectural and landscaping design as well as durable and efficient materials for all projects.

- P3.2 Preserve the vital qualities of existing, stable residential neighborhoods, including a human scale, pedestrian orientation, ample landscaping and trees, attractive architecture, and materials that complement the historic character of existing buildings.
- P3.4 New development in existing residential neighborhoods shall reflect the existing scale and character of the neighborhood and shall be compatible in design.
- P4.2 New residential development shall reflect the human scale and pedestrian-oriented character of existing neighborhoods in Oroville.
- P4.5 Garage doors shall not dominate the street facing facades of residential buildings. Garages for new single-family houses, duplexes, and townhouses should be subordinate in visual importance to the living area and front entryways. A number of different design strategies can achieve consistency with this policy, including locating garages towards the back of properties, constructing alleys, and placing the garages along the alleys, limiting the width of garages to two car spaces, building garages as separate structures from the house, requiring garages to be set back from the front façade of the house, building garages underneath the structure, and orientating garage doors at 90 degrees to the street.
- P4.6 A variety of architectural styles shall be provided within each neighborhood. Within each neighborhood block, the exterior design of residential buildings shall be varied to provide visual interest to the streetscape.

From the Housing Element:

- Goal 2: Remove Constraints to Housing. The City of Oroville maintains a goal to remove constraints that could hinder the provision of housing.
- Goal 4: Preserve, Rehabilitate, and Enhance Existing Housing and Neighborhoods. The City of Oroville maintains a goal to initiate all reasonable efforts to preserve the availability of existing housing opportunities and to conserve as well as enhance the quality of existing dwelling units and residential neighborhoods.
- Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.



**FISCAL IMPACT**

None.

**ATTACHMENTS**

- A. Area Subject to Revised Standards (Figure 17.28.020-01)
- B. Draft Revised Version of Table 17.28.020-2
- C. Typical Existing vs. Proposed Development Standards
- D. Categorical Exemption
- E. Resolution P2022-13

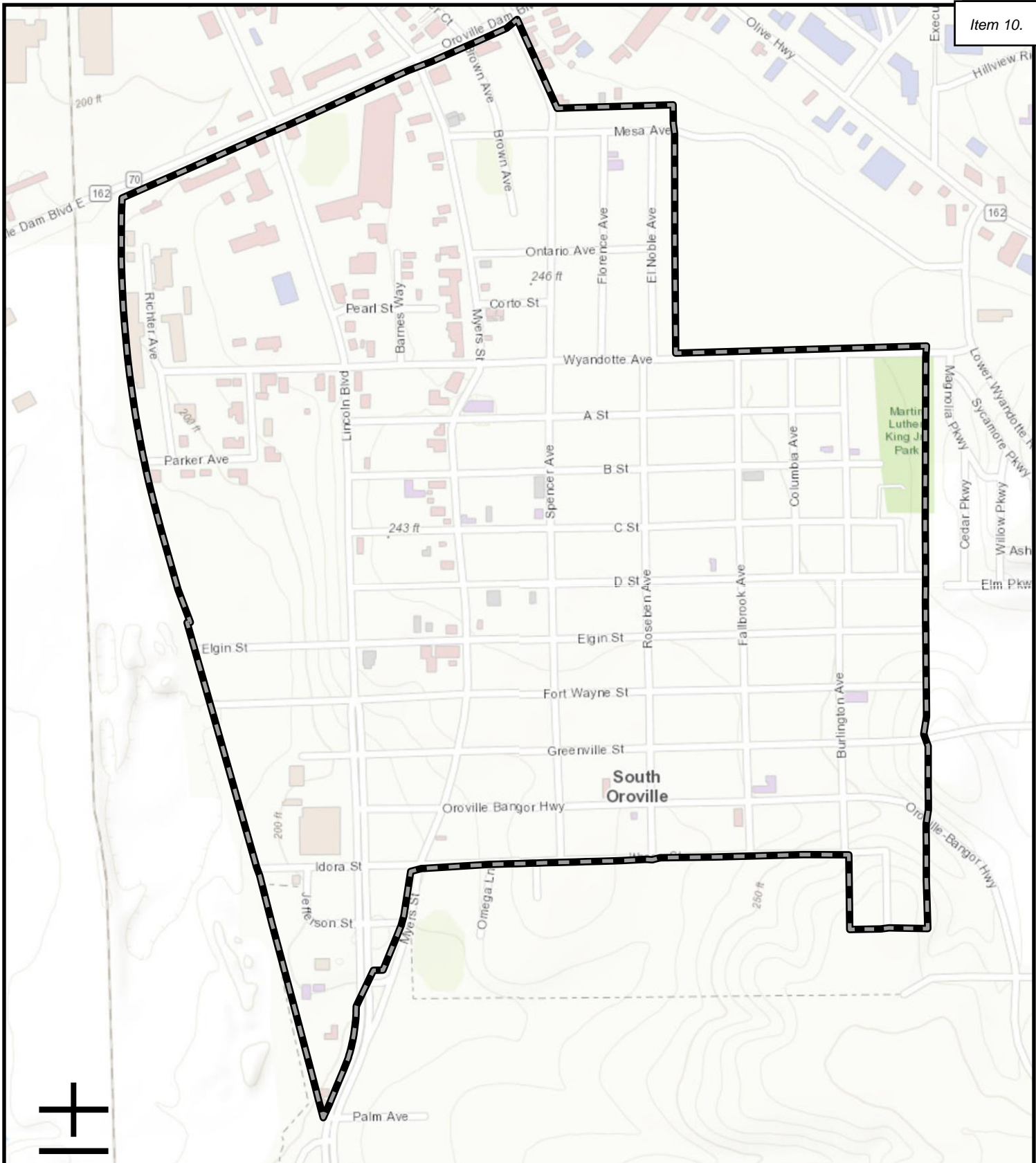
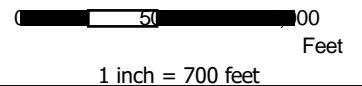


Figure 17.28.020-1 Extents of South Oroville R-1 Development Standards



Data Source: Butte County, Bureau of Land Management, ESRI, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA



# ATTACHMENT A

## 17.28.020 Development standards for residential districts.

Development standards for residential districts shall be as shown in Table 17.28.020-1 and Table 17.28.020-2.

**Table 17.28.020-2**

### Development Standards for UR-10, UR-5, RA, RR-1, RR-20 and RR-10 Districts

Development Standard	UR-10	UR-5	RA	RR-1	RR-20	RR-10
Lot Area, Minimum	10 acres <sup>1</sup>	5 acres <sup>2</sup>	2 acres	1 acre	20,000 sq. ft.	10,000 sq. ft.
Lot Width, Minimum	330 feet	250 feet	150 feet	125 feet	100 feet	80 feet
Height, Maximum <sup>3</sup>	40 feet	40 feet	40 feet	40 feet	40 feet	35 feet
<i>Setbacks, Minimum</i>						
Front	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>
Side	10 feet	10 feet	10 feet	10 feet	10 feet	10 feet
Rear	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet
Site Coverage, Maximum	20,000 sq. ft.	15,000 sq. ft.	12,000 sq. ft.	10,000 sq. ft.	40% or 8,000 sq. ft., whichever is greater	40% or 6,000 sq. ft., whichever is greater

<sup>1</sup> See Section 17.28.020 for additional provisions regarding the measurement of lot area.

<sup>2</sup> See Section 17.28.030 for additional provisions regarding the measurement of lot area.

<sup>3</sup> Maximum heights apply to main buildings or structures. Height restrictions for accessory structures are in Section 17.12.070.

<sup>4</sup> See Section 17.12.040 for additional provisions regarding setbacks.

**Table 17.28.020-2**

### Development Standards for RL, R-1, R-2, R-3, R-4, and RP Districts

Development Standard	RL	R-1 <sup>5, 6</sup>	R-2	R-3	R-4	RP
<i>Lot Area, Minimum</i>						
Interior lot	8,000 sq. ft.	5,000 sq. ft. <sup>2</sup>	3,000 sq. ft. <sup>2</sup>	2,200 sq. ft. <sup>2</sup>	2,000 sq. ft. <sup>2</sup>	2,200 sq. ft. <sup>2</sup>
Corner lot	8,000 sq. ft.	6,000 sq. ft. <sup>2</sup>	4,000 sq. ft. <sup>2</sup>	3,000 sq. ft. <sup>2</sup>	2,500 sq. ft. <sup>2</sup>	3,000 sq. ft. <sup>2</sup>

<i>Density, Minimum</i>	As specified in General Plan	As specified in General Plan	As specified in General Plan	As specified in General Plan	As specified in General Plan	As specified in General Plan
<b><i>Lot Width, Minimum</i></b>						
Interior lot	80 ft.	50 ft.	40 ft.	35 ft.	30 ft.	35 ft.
Corner lot	80 ft.	60 ft.	50 ft.	45 ft.	40 ft.	45 ft.
<b><i>Height, Maximum<sup>3</sup></i></b>	30 ft.	30 ft.	35 ft.	45 ft.	50 ft.	45 ft.
<b><i>Setbacks, Minimum<sup>1</sup></i></b>						
Front	20 ft.	15 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages
Side, interior lot	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>
Side, corner lot	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Minimum distance between detached buildings in dwelling group	—	—	10 ft.	10 ft.	10 ft.	10 ft.
<b><i>Site Coverage, Maximum</i></b>	40%	50%	60%	65%	70%	65%
<b><i>Courtyards, Minimum Width</i></b>						
Enclosed by buildings on no more than 2 sides	—	—	10 ft.	10 ft.	10 ft.	10 ft.
Enclosed by buildings on 3 or more sides	—	—	20 ft.	20 ft.	20 ft.	20 ft.

<sup>1</sup> See Section [17.12.040](#) for additional provisions regarding setbacks.

<sup>2</sup> The number of dwelling units constructed on a site shall not exceed the density permitted by the applicable general plan land use designation, except in cases where State law provides an exemption from this requirement, including second dwelling units and density bonus units.

<sup>3</sup> Maximum heights apply to main buildings or structures. Height restrictions for accessory structures are in Section [17.12.070](#).

<sup>4</sup> Where a side setback area provides access to a dwelling group, the minimum required side setback shall be 12 feet.

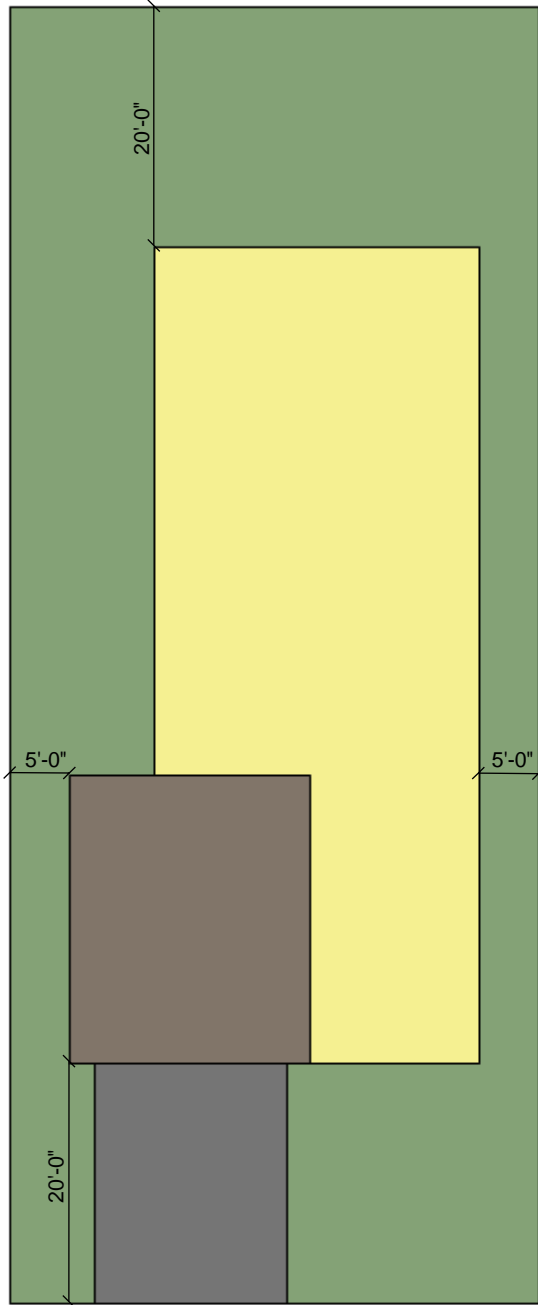
<sup>5</sup> For sites in R-1 districts with less than the minimum lot area, the maximum site coverage shall be 2,000 square feet, *except that in the South Oroville neighborhood area depicted in Figure 17.28.020-01, maximum lot coverage shall be 50%.*

<sup>6</sup> *For existing R-1 zoned lots in the South Oroville area depicted in Figure 17.28.020-01 which do not meet minimum lot dimension or area requirements, the following standards shall apply:*

- a. *Interior Side Yard Setbacks for Main Structure: Minimum of three feet, with an aggregate of minimum of eight feet (e.g., if one side yard is three feet, the other must be a minimum of five feet).*
- b. *Rear Yard Setbacks for Main Structures: fifteen feet.*
- c. *Attached garages accessed from the street must be set back from the main building façade by at least three feet.*
- d. *Single-Car garages with tandem parking may be used to meet on-site parking requirements.*

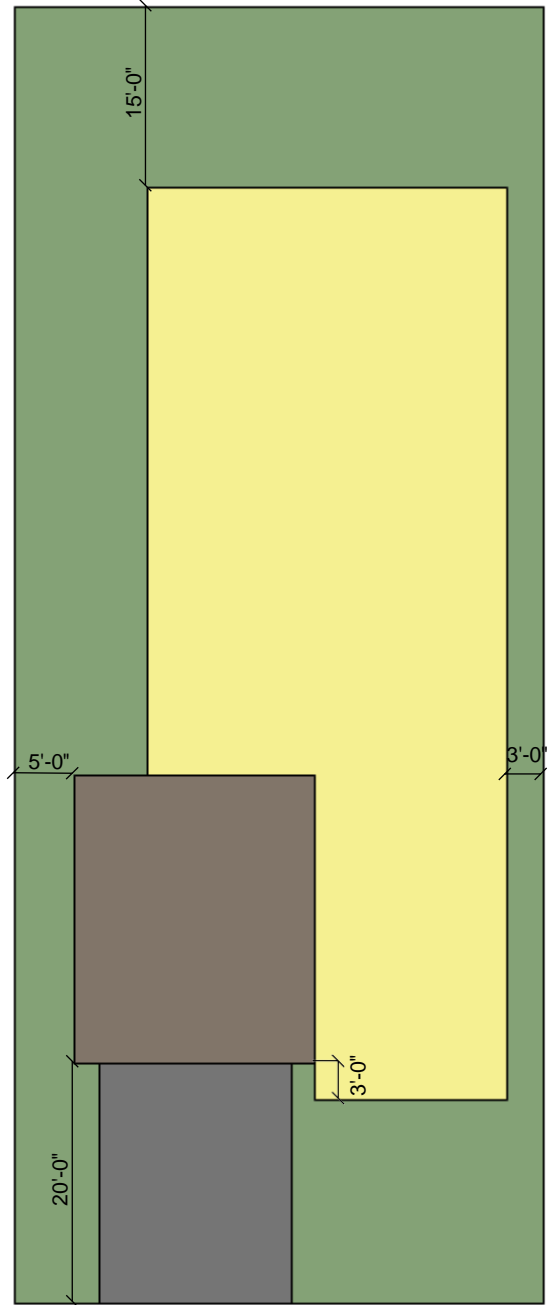


EXISTING REGULATIONS (TYP.)



- 2000 SQ. FT. MAXIMUM SITE COVERAGE.
- 5 FT. SIDEYARDS.
- 20 FT. REAR YARDS.
- GARAGE AND MAIN STRUCTURE MAY BE AT SAME SETBACK

PROPOSED REGULATIONS (TYP.)



- 50% MAXIMUM LOT COVERAGE (2228 SQ. FT. FOR 4752 SQ. FT. LOT)
- 3 FT. SIDEYARD, 8 FT. TOTAL
- 15 FT. REAR YARD
- MAIN STRUCTURE MUST PROJECT AT LEAST 3 FT. FROM GARAGE

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

From: City of Oroville
Community Development Department
1735 Montgomery St.
Oroville, CA 95965

County Clerk
County of Butte
155 Nelson Ave
Oroville, CA 95965

Project Title: Zoning Code Amendments Relating to Development Standards for Non-Conforming R-1 Zoned Properties in South Oroville

Project Location - Specific:

N/A (Amendments to Municipal Code)

Project Location - City: Oroville Project Location - County: Butte

Description of Nature, Purpose, and Beneficiaries of Project:

Amendments to the City's Zoning Code which would reduce setbacks, increase lot coverage, and establish site planning requirements for existing non-conforming lots in the South Oroville area. The project is being undertaken to reduce constraints to development and foster investment in the community.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: City of Oroville

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3) 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption (type and section number);
Statutory Exemption (state code number);
Other (state code number): Section 15061(b)(3): Common Sense Exemption

Reason why project is exempt:

This project would be exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b)(3). This section is the "common sense" exemption that states that CEQA applies only to projects which the potential for causing a significant effect to the environment. It can be seen that, pursuant to this section, the proposed amendments would not result in a significant effect to the environment.

Lead Agency

Contact: Dawn Nevers Phone: (530)538-2495

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Title: Date:

- Signed by Lead Agency
Signed by Applicant Date received for filing at OPR:

## RESOLUTION NO. P2022-13

### A RESOLUTION OF INTENTION OF THE OROVILLE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT AMENDMENTS TO TABLE 17.28.020-2 REGARDING DEVELOPMENT OF NON-CONFORMING R-1 ZONED PROPERTIES IN THE SOUTH OROVILLE AREA

**WHEREAS**, the City of Oroville staff recommends a change to Chapter 17-28 of the City of Oroville Zoning Code relating to development standards for non-conforming R-1 zoned properties in the South Oroville area, as such area is depicted in Attachment “A” of this Resolution; and

**WHEREAS**, the recommended changes would revise setback, site coverage, and site planning requirements for such lots in order to facilitate their development; 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 exempt from review under the California Environmental Quality Act pursuant to the “Common Sense” exemption, as it can be clearly seen that the amendments do not have the potential to result in a significant impact on the environment.
- B. That the proposed amendments are consistent with the General Plan; and
- C. The proposed amendments are consistent with other applicable provisions of the Municipal Code and compatible with the uses authorized in the applicable zoning district for which the revisions are proposed.

SECTION 2. The Planning Commission hereby recommends that the City Council approve the Zoning Code Amendment ZC22-04 to the Oroville Municipal Code as set forth in Attachment B, Revisions to Table 17.28.020-2

\*\*\*\*\*

**PASSED AND ADOPTED** by the Planning Commission of the City of Oroville at a regular meeting on August 25, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

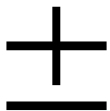
ABSENT:

ATTEST:

APPROVE:

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

\_\_\_\_\_  
Carl Durling, Chairperson



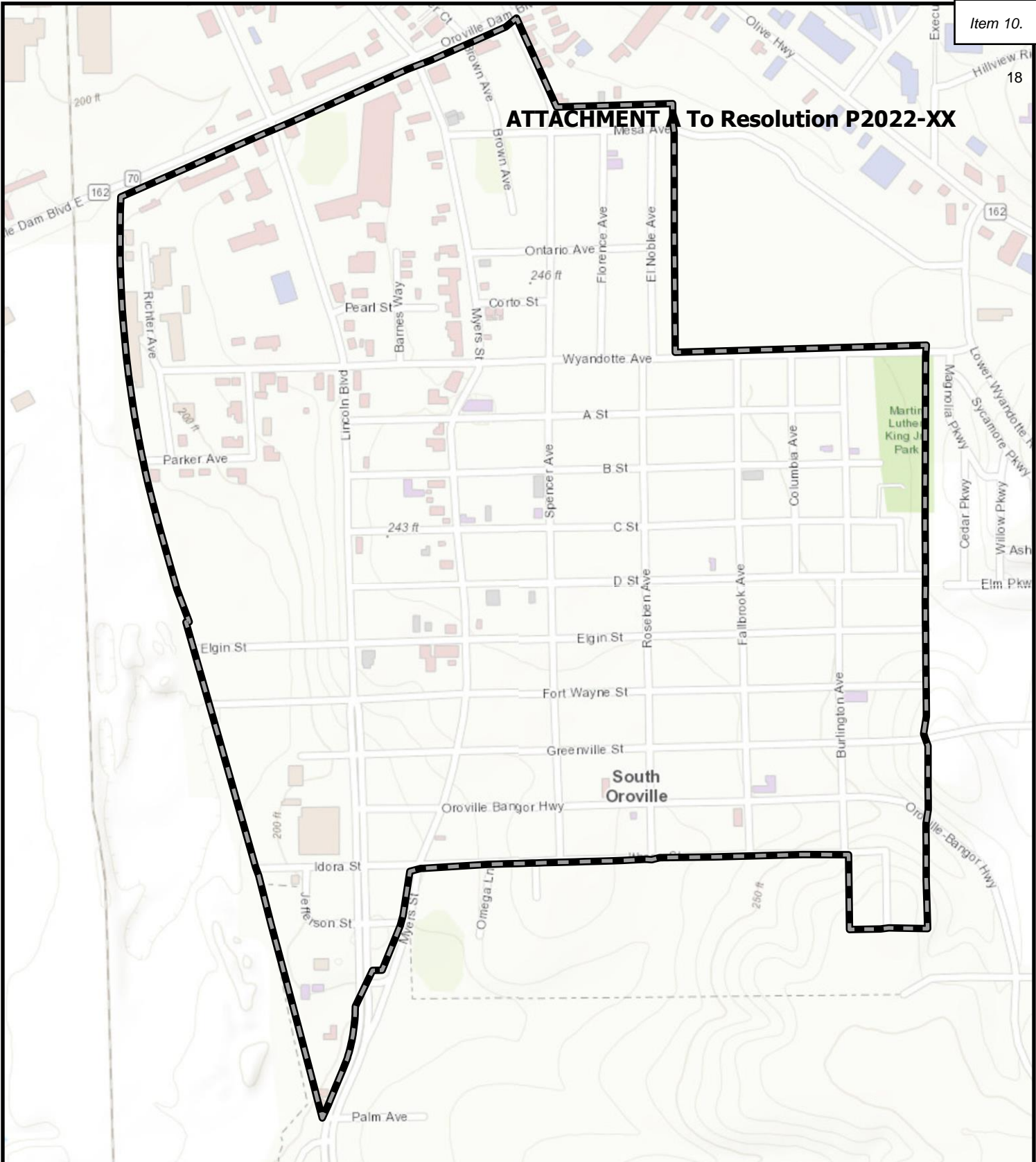
### Figure 17.28.020-1 Extents of South Oroville R-1 Development Standards

Data Source: Butte County, Bureau of Land Management, ESRI, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA

0                      500                      1,000  
Feet

1 inch = 700 feet

# ATTACHMENT A To Resolution P2022-XX





NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

From: City of Oroville
Community Development Department
1735 Montgomery St.
Oroville, CA 95965

County Clerk
County of Butte
155 Nelson Ave
Oroville, CA 95965

Project Title: Zoning Code Amendments Relating to Development Standards for Non-Conforming R-1 Zoned Properties in South Oroville

Project Location - Specific:

N/A (Amendments to Municipal Code)

Project Location - City: Oroville Project Location - County: Butte

Description of Nature, Purpose, and Beneficiaries of Project:

Amendments to the City's Zoning Code which would reduce setbacks, increase lot coverage, and establish site planning requirements for existing non-conforming lots in the South Oroville area. The project is being undertaken to reduce constraints to development and foster investment in the community.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: City of Oroville

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3) 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption (type and section number);
Statutory Exemption (state code number);
Other (state code number): Section 15061(b)(3): Common Sense Exemption

Reason why project is exempt:

This project would be exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b)(3). This section is the "common sense" exemption that states that CEQA applies only to projects which the potential for causing a significant effect to the environment. It can be seen that, pursuant to this section, the proposed amendments would not result in a significant effect to the environment.

Lead Agency

Contact: Dawn Nevers Phone: (530)538-2495

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Title: Date:

- Signed by Lead Agency
Signed by Applicant Date received for filing at OPR:

## RESOLUTION NO. 9105

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING ZONING CODE AMENDMENT ZC 22-04 TO AMEND OROVILLE MUNICIPAL CODE SECTION 17.28.020 (“DEVELOPMENT STANDARDS FOR RESIDENTIAL DISTRICT”) FOR EXISTING NON-CONFORMING R-1 ZONED LOTS IN SOUTH OROVILLE.**

**WHEREAS**, the City of Oroville is committed to collaborating with the community to implement its General Plan and advance the Plan’s policies for improving the community’s neighborhoods, including South Oroville; and

**WHEREAS**, the City has determined that existing zoning regulations may impede development of the roughly 100 vacant, R-1 zoned properties in South Oroville which are sub-standard due to lot size or width; and

**WHEREAS**, the City has initiated this Code Amendment to foster investment in the South Oroville neighborhood; and

**WHEREAS**, the Oroville Planning Commission held a duly noticed public hearing to consider the proposed amendment on August 25, 2022, and unanimously adopted Resolution No. P2022-13, recommending its adoption by the City Council; and

**WHEREAS**, at a duly noticed public hearing, the City Council considered the recommendation of the Planning Commission, public agencies, property owners, and members of the public who are potentially affected by the changes described herein, and also considered the City’s staff report regarding the proposed Amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** as follows:

1. This action has been determined to be exempt from California Environmental Quality Act (CEQA) review pursuant to Title 14, California Code of Regulations, Section 15061 (b)(3), the Act’s “Common Sense” or “General Rule” Exemption.
2. Section 17.28.020 of the Oroville Municipal shall be amended as recommended in Planning Commission Resolution No. P2022-13.

**I HEREBY CERTIFY** that the foregoing resolution was duly introduced and passed at a regular meeting of the City Council of the City of Oroville held on the 18<sup>th</sup> of October, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVE:

\_\_\_\_\_  
JACKIE GLOVER, ASSISTANT CITY CLERK

\_\_\_\_\_  
CHUCK REYNOLDS, MAYOR

**CITY OF OROVILLE  
ORDINANCE NO. 1870**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 22-04 TO AMEND SECTION 17.28.020 (“DEVELOPMENT STANDARDS FOR RESIDENTIAL DISTRICTS”) TO PROMOTE DEVELOPMENT OF EXISTING NON-CONFORMING R-1 ZONED LOTS IN SOUTH OROVILLE**

**WHEREAS**, the City of Oroville is committed to collaborating with the community to implement its General Plan and advance the Plan’s policies for improving the community’s neighborhoods, including South Oroville; and

**WHEREAS**, the City has determined that existing zoning regulations may impede development of the roughly 100 vacant, R-1 zoned properties in South Oroville which are sub-standard due to lot size or width; and

**WHEREAS**, the City has initiated this Code Amendment to foster investment in the South Oroville neighborhood; and

**WHEREAS**, the Oroville Planning Commission held a duly noticed public hearing to consider the proposed amendment on August 25, 2022, and unanimously adopted Resolution No. P2022-13, recommending its adoption by the City Council; and

**WHEREAS**, at a duly noticed public hearing, the City Council considered the recommendation of the Planning Commission, public agencies, property owners, and members of the public who are potentially affected by the changes described herein, and also considered the City’s staff report regarding the proposed Amendment.

**The Council of the City of Oroville do ordain as follows:**

Section 1. Section 17.28.020 of the Oroville Municipal Code is amended as indicated in Exhibit 1 of this Ordinance.

Section 2. The geographic area to which the amended Development Standards are to apply is limited to that area depicted in Exhibit 2 of this Ordinance, which Attachment is adopted as Figure 17.28.020-1 of the Oroville Municipal Code.

Section 2. This ordinance shall become effective on December 1, 2022, or 30 days after the second reading is approved, whichever comes later.

Section 3. The City Clerk shall attest to the adoption of this ordinance.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on October 18, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor, Chuck Reynolds

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney, Scott E Huber

\_\_\_\_\_  
Assistant City Clerk, Jackie Glover

## 17.28.020 Development standards for residential districts.

Development standards for residential districts shall be as shown in Table 17.28.020-1 and Table 17.28.020-2.

**Table 17.28.020-2**

### Development Standards for UR-10, UR-5, RA, RR-1, RR-20 and RR-10 Districts

Development Standard	UR-10	UR-5	RA	RR-1	RR-20	RR-10
Lot Area, Minimum	10 acres <sup>1</sup>	5 acres <sup>2</sup>	2 acres	1 acre	20,000 sq. ft.	10,000 sq. ft.
Lot Width, Minimum	330 feet	250 feet	150 feet	125 feet	100 feet	80 feet
Height, Maximum <sup>3</sup>	40 feet	40 feet	40 feet	40 feet	40 feet	35 feet
<i>Setbacks, Minimum</i>						
Front	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>	20 feet <sup>4</sup>
Side	10 feet	10 feet	10 feet	10 feet	10 feet	10 feet
Rear	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet
Site Coverage, Maximum	20,000 sq. ft.	15,000 sq. ft.	12,000 sq. ft.	10,000 sq. ft.	40% or 8,000 sq. ft., whichever is greater	40% or 6,000 sq. ft., whichever is greater

<sup>1</sup> See Section 17.28.020 for additional provisions regarding the measurement of lot area.

<sup>2</sup> See Section 17.28.030 for additional provisions regarding the measurement of lot area.

<sup>3</sup> Maximum heights apply to main buildings or structures. Height restrictions for accessory structures are in Section 17.12.070.

<sup>4</sup> See Section 17.12.040 for additional provisions regarding setbacks.

**Table 17.28.020-2**

### Development Standards for RL, R-1, R-2, R-3, R-4, and RP Districts

Development Standard	RL	R-1 <sup>5,6</sup>	R-2	R-3	R-4	RP
<i>Lot Area, Minimum</i>						
Interior lot	8,000 sq. ft.	5,000 sq. ft. <sup>2</sup>	3,000 sq. ft. <sup>2</sup>	2,200 sq. ft. <sup>2</sup>	2,000 sq. ft. <sup>2</sup>	2,200 sq. ft. <sup>2</sup>
Corner lot	8,000 sq. ft.	6,000 sq. ft. <sup>2</sup>	4,000 sq. ft. <sup>2</sup>	3,000 sq. ft. <sup>2</sup>	2,500 sq. ft. <sup>2</sup>	3,000 sq. ft. <sup>2</sup>



<i>Density, Minimum</i>	As specified in General Plan	As specified in General Plan	As specified in General Plan	As specified in General Plan	As specified in General Plan	As specified in General Plan
<b>Lot Width, Minimum</b>						
Interior lot	80 ft.	50 ft.	40 ft.	35 ft.	30 ft.	35 ft.
Corner lot	80 ft.	60 ft.	50 ft.	45 ft.	40 ft.	45 ft.
<b>Height, Maximum<sup>3</sup></b>	30 ft.	30 ft.	35 ft.	45 ft.	50 ft.	45 ft.
<b>Setbacks, Minimum<sup>1</sup></b>						
Front	20 ft.	15 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages	10 ft.; 20 ft. for garages
Side, interior lot	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>	5 feet <sup>4</sup>
Side, corner lot	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>	5 ft.; 10 ft. along any street frontage <sup>4</sup>
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Minimum distance between detached buildings in dwelling group	—	—	10 ft.	10 ft.	10 ft.	10 ft.
<b>Site Coverage, Maximum</b>	40%	50%	60%	65%	70%	65%
<b>Courtyards, Minimum Width</b>						
Enclosed by buildings on no more than 2 sides	—	—	10 ft.	10 ft.	10 ft.	10 ft.
Enclosed by buildings on 3 or more sides	—	—	20 ft.	20 ft.	20 ft.	20 ft.

<sup>1</sup> See Section [17.12.040](#) for additional provisions regarding setbacks.

<sup>2</sup> The number of dwelling units constructed on a site shall not exceed the density permitted by the applicable general plan land use designation, except in cases where State law provides an exemption from this requirement, including second dwelling units and density bonus units.

<sup>3</sup> Maximum heights apply to main buildings or structures. Height restrictions for accessory structures are in Section [17.12.070](#).

<sup>4</sup> Where a side setback area provides access to a dwelling group, the minimum required side setback shall be 12 feet.

<sup>5</sup> For sites in R-1 districts with less than the minimum lot area, the maximum site coverage shall be 2,000 square feet, *except that in the South Oroville neighborhood area depicted in Figure 17.28.020-01, maximum lot coverage shall be 50%.*

<sup>6</sup> *For existing R-1 zoned lots in the South Oroville area depicted in Figure 17.28.020-01 which do not meet minimum lot dimension or area requirements, the following standards shall apply:*

- a. *Interior Side Yard Setbacks for Main Structure: Minimum of three feet, with an aggregate of minimum of eight feet (e.g., if one side yard is three feet, the other must be a minimum of five feet).*
- b. *Rear Yard Setbacks for Main Structures: fifteen feet.*
- c. *Attached garages accessed from the street must be set back from the main building façade by at least three feet.*
- d. *Single-Car garages with tandem parking may be used to meet on-site parking requirements.*

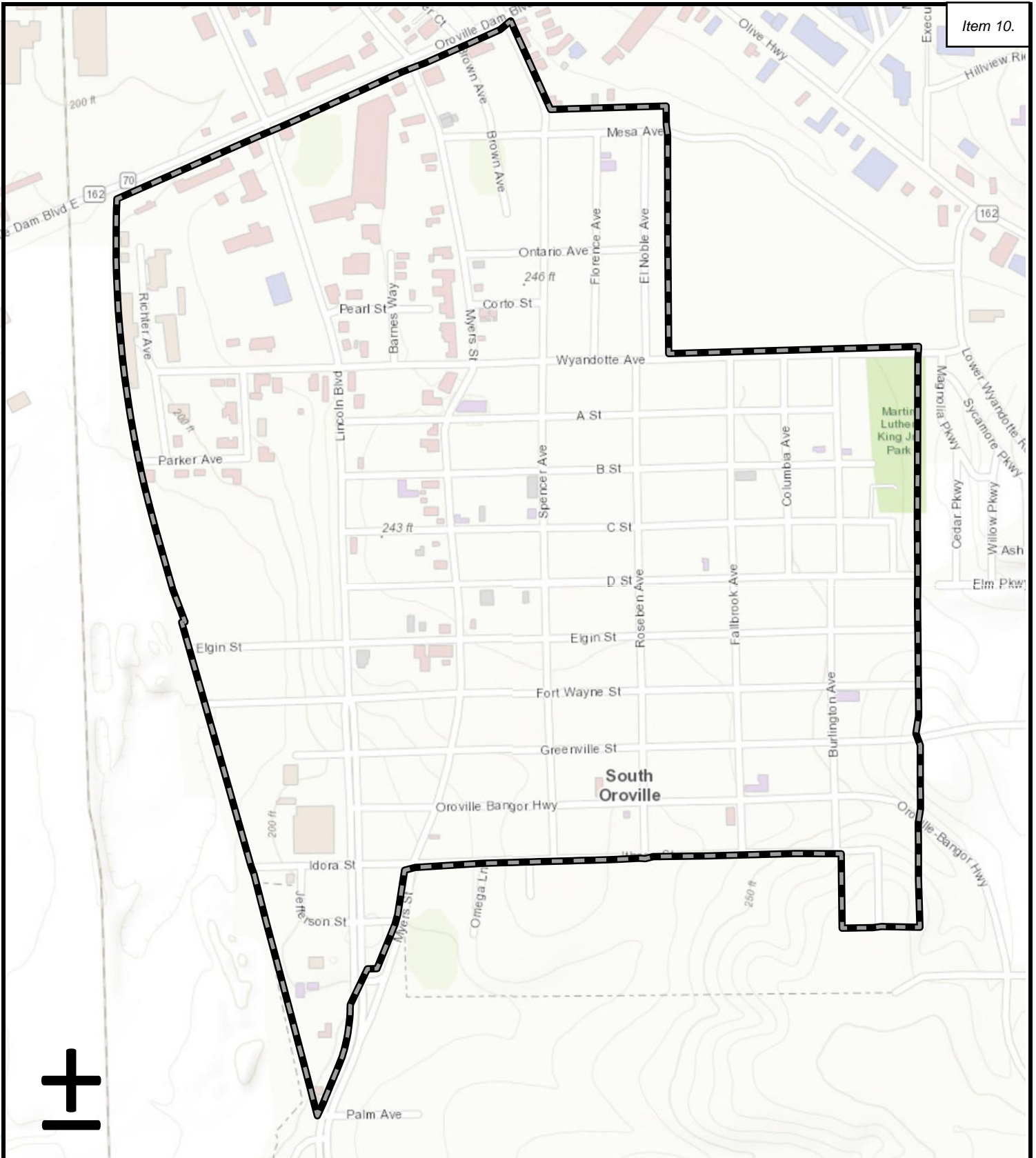
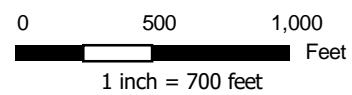


Figure 17.28.020-1 Extents of South Oroville R-1 Development Standards



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

Data Source: Butte County, Bureau of Land Management, ESRI, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA



Job No. 21-105	Date Created: 5/31/22	Created By: TDA	Spatial Reference: NAD 1983 CA State Plane Z
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## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR  
MARK WOLFE, AICP, NORTHSTAR**

**RE: ZC22-05: AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION  
17.48.100 (“SUBSTANDARD LOTS”)**

**DATE: OCTOBER 18, 2022**

### SUMMARY

The City Council may consider amending Municipal Code Section 17.48.100 (“Substandard Lots”) in order to eliminate unenforceable provisions which require lot line adjustments or lot mergers as a prerequisite to development of substandard lots. The Planning Commission has recommended approval, and no issues have been identified.

### DISCUSSION

The recommended amendment would eliminate a requirement that with respect to substandard lots, they may be developed only if:

*“The lots or parcels cannot be made to conform to current requirements by combination with or modification of adjacent lots of parcels under the same ownership.”*

Because this “adjust or merge” requirement would treat some property owners (i.e., those who own adjoining properties) different from others, it conflicts with the Constitutional right to equal protection under the law and is thus unenforceable.

Details regarding the amendments can be found in Attachment 1, staff’s report to the Planning Commission on this matter.

### FISCAL IMPACT

None

### RECOMMENDATION

**The Planning Commission and Staff recommend the following actions:**

- 1. Conduct a Public Hearing**
- 2. Adopt the recommended Categorical Exemption**

3. **Adopt Resolution No. 9104 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CODE AMENDMENT ZC 22-05 REGARDING AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION 17.48.100**
4. **Waive first reading and introduce by title only Ordinance no. 1869 -- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING MUNICIPAL CODE SECTION 17.48.100**

#### **ATTACHMENTS**

1. September 29, 2022 Planning Commission Report
2. Notice of Exemption
3. Resolution No. 9104 approving ZC 22-05
4. Draft Ordinance 1869



# City of Oroville

## COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street  
 Oroville, CA 95965-4897  
 (530) 538-2430 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

**PLANNING COMMISSION STAFF REPORT**

**Thursday, September 29, 2022**

**RE: ZC22-05 Amendment of Section 17.48.100 (“Substandard lots”) of Oroville Municipal Code**

**SUMMARY:** The Oroville Planning Commission will review and consider recommending that the City Council revise OMC 17.48.100 (“Substandard lots”) to support development of existing parcels which do not meet lot size or dimension requirements. This section of the Code currently requires that if development of such a parcel is proposed, and if the owner of that parcel also owns an adjacent property, the owner must first either adjust lot lines or combine the two parcels into one so that minimum lot size and dimensional standards are met. This requirement would impede development of substandard lots, and is not legally enforceable. Staff is recommending that it be deleted.

**RECOMMENDATION: Staff recommends the following actions:**

1. **Conduct a Public Hearing** on the proposed code amendment;
2. **Adopt** Resolution No. P2022-17 Recommending that the City Council approve the recommended change to OMC 17.48.100(A)(2).

**APPLICANT:** City of Oroville

**LOCATION:** Citywide

**GENERAL PLAN:** N/A

**ZONING:** N/A

**FLOOD ZONE:** N/A

**ENVIRONMENTAL DETERMINATION:** The recommended Code Amendment is exempt from review under the California Environmental Quality Act (CEQA) under the “common sense” provision of the Act that CEQA applies only to those projects have the potential to create a significant impact on the environment.

**REPORT PREPARED BY:**

\_\_\_\_\_  
 Mark Wolfe, AICP  
 NorthStar

**REVIEWED BY:**

\_\_\_\_\_  
 Dawn Nevers, Assistant Director  
 Community Development Department



## **DISCUSSION**

The existing requirement for adjustment of lot lines or merging of two adjacent parcels as a prerequisite to development of a substandard lot is borne from the principle that the Municipal Code should operate so as to achieve compliance with its standards. In this case, however, the subject Code section is not enforceable from a legal standpoint, and could prevent or discourage development in the community.

From a legal perspective, the “adjust or merge” requirement is not enforceable. Because the requirement would treat some property owners (i.e., those who own adjoining properties) differently from others (those who do not), this section of the Code conflicts with the Constitutional right to equal protection under the law.

While the proposed change would apply to all properties in the city, the South Oroville neighborhood includes a significant number of vacant, substandard lots. Many of these lots adjoin one another, and are sometimes in groups of two or more parcels. The City is working with the local community to encourage and support new development in the neighborhood. The recommended Code revision would align it with sound legal principles, and eliminate the possibility of this matter becoming an unnecessary issue should an owner of such properties seek to improve them.

## **ANALYSIS**

The recommended Code Amendment would eliminate an unenforceable provision that may conflict with the City’s goal to encourage investment in the community.

## **FISCAL IMPACT**

None.

## **ATTACHMENTS**

- A. Excerpted Code Section indicating verbiage to be deleted
- B. Categorical Exemption
- C. Resolution No. 2022-17

**17.48.100 Substandard lots.**

A. **General.** In any zoning district, lots or parcels that do not meet this chapter's requirements for minimum lot area or lot dimensions may be developed or occupied by the uses permitted in that district, provided that:

1. The lots or parcels were created in compliance with any applicable laws in effect at the time of their creation.

2. ~~The lots or parcels cannot be made to conform to current requirements by combination with or modification of adjacent lots or parcels under the same ownership.~~

B. **Conformance with Current Requirements.** Any building or structure that is erected on a nonconforming lot shall conform to all current requirements for setbacks, heights and floor area ratios (FAR), as well as any other applicable requirements of this title.

C. **Number of Dwelling Units.** In any residential zoning district that has a requirement for minimum lot area per dwelling unit and allows duplexes or multiple-family dwellings, no more than one dwelling unit may be erected on a lot or parcel that does not have the required minimum lot area per dwelling unit. (Ord. 1749 § 4)

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

From: City of Oroville
Community Development Department
1735 Montgomery St.
Oroville, CA 95965

County Clerk
County of Butte
155 Nelson Ave
Oroville, CA 95965

Project Title: Elimination of Municipal Code 17.48.100 (A) (2)

Project Location - Specific:

N/A (Amendments to Municipal Code)

Project Location - City: Oroville Project Location - County: Butte

Description of Nature, Purpose, and Beneficiaries of Project:

Approved elimination of ordinance 17.48.100 (a) (2) of Oroville's Municipal Code would allow owners to utilize their non-uniform parcels without the requirement of modifying or combining with adjacent lots which are under the same ownership.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: City of Oroville

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3) 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption (type and section number);
Statutory Exemption (state code number);
Other (state code number): Section 15061(b)(3): Common Sense Exemption

Reason why project is exempt:

This project would be exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b)(3). This section is the "common sense" exemption that states that CEQA applies only to projects which the potential for causing a significant effect to the environment. It can be seen that, pursuant to this section, the proposed elimination of Ordinance 17.48.100(a)(2) would not result in a significant effect to the environment.

Lead Agency

Contact: Dawn Nevers Phone: (530)538-2495

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Title: Date:

- Signed by Lead Agency
Signed by Applicant Date received for filing at OPR:

## RESOLUTION NO. P2022-17

### A RESOLUTION OF THE OROVILLE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL AMEND THE CITY’S MUNICIPAL CODE TO DELETE SECTION 17.48.100(A)(2)

**WHEREAS**, Section 17.48.100(A)(2) of the City’s Municipal Code currently requires as a prerequisite to development that lot lines of adjacent, substandard lots under one ownership be either adjusted, or that that the lots be merged, so as to create conforming parcels; and

**WHEREAS**, such a requirement is not legally defensible, and would conflict with the City’s goals to encourage new development and economic vitality in the community; 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 code change described herein, and considered the City’s staff report regarding the proposed amendment.

### NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE PLANNING COMMISSION AS FOLLOWS:

SECTION 1. The Planning Commission determines:

- A. That the proposed amendment is exempt from review under the California Environmental Quality Act pursuant to the “Common Sense” exemption, as it can be clearly seen that the amendments do not have the potential to result in a significant impact on the environment.
- B. That the proposed amendment is consistent with and would advance the objectives of the General Plan; and
- C. The proposed amendment is consistent with other applicable provisions of the Municipal Code.

SECTION 2. The Planning Commission hereby recommends that the City Council approve the Zoning Code Amendment ZC22-05 to the Oroville Municipal Code as set forth in Attachment A, Revisions to Municipal Code Section 17.48.100.

\*\*\*\*\*

**PASSED AND ADOPTED** by the Planning Commission of the City of Oroville at a regular meeting on September 22, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVE:

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

\_\_\_\_\_  
Carl Durling, Chairperson

**17.48.100 Substandard lots.**

A. **General.** In any zoning district, lots or parcels that do not meet this chapter's requirements for minimum lot area or lot dimensions may be developed or occupied by the uses permitted in that district, provided that:

1. The lots or parcels were created in compliance with any applicable laws in effect at the time of their creation.

~~2. The lots or parcels cannot be made to conform to current requirements by combination with or modification of adjacent lots or parcels under the same ownership.~~

B. **Conformance with Current Requirements.** Any building or structure that is erected on a nonconforming lot shall conform to all current requirements for setbacks, heights and floor area ratios (FAR), as well as any other applicable requirements of this title.

C. **Number of Dwelling Units.** In any residential zoning district that has a requirement for minimum lot area per dwelling unit and allows duplexes or multiple-family dwellings, no more than one dwelling unit may be erected on a lot or parcel that does not have the required minimum lot area per dwelling unit. (Ord. 1749 § 4)



NOTICE OF EXEMPTION

To: Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

From: City of Oroville  
Community Development Department  
1735 Montgomery St.  
Oroville, CA 95965

County Clerk  
County of Butte  
155 Nelson Ave  
Oroville, CA 95965

Project Title: Elimination of Municipal Code 17.48.100 (A) (2)

Project Location - Specific:

N/A (Amendments to Municipal Code)

Project Location - City: Oroville Project Location - County: Butte

Description of Nature, Purpose, and Beneficiaries of Project:

Approved elimination of ordinance 17.48.100 (a) (2) of Oroville’s Municipal Code would allow owners to utilize their non-uniform parcels without the requirement of modifying or combining with adjacent lots which are under the same ownership.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: City of Oroville

Exempt Status:

- Categorical Exemption (type and section number);
- Statutory Exemption (state code number):
- Other (state code number): Section 15061(b)(3): Common Sense Exemption

Reason why project is exempt:

This project would be exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b)(3). This section is the “common sense” exemption that states that CEQA applies only to projects which the potential for causing a significant effect to the environment. It can be seen that, pursuant to this section, the proposed elimination of Ordinance 17.48.100(a)(2) would not result in a significant effect to the environment.

Lead Agency

Contact: Dawn Nevers Phone: (530)538-2495

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR: \_\_\_\_\_

ATTACHMENT 2

## RESOLUTION NO. 9104

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING ZONING CODE AMENDMENT ZC 22-05 TO AMEND OROVILLE MUNICIPAL CODE SECTION 17.48.100 (“SUBSTANDARD LOTS”) TO ELIMINATE UNENFORCEABLE REQUIREMENTS**

**WHEREAS**, the City of Oroville is committed to collaborating with the community to implement its General Plan and advance the Plan’s goals and policies for economic development and streamlining the development review process; and

**WHEREAS**, the City has determined that Section 17.28.100 of the Oroville Municipal Code, to the extent that it requires lot line adjustments or lot mergers of substandard lots as a prerequisite to development when such lots are under the same ownership, conflicts with these goals and policies; and

**WHEREAS**, this requirement is not legally enforceable; and

**WHEREAS**, the Oroville Planning Commission held a duly noticed public hearing to consider the proposed amendment on September 29, 2022, and unanimously adopted Resolution No. P2022-17, recommending its adoption by the City Council; and

**WHEREAS**, at a duly noticed public hearing, the City Council considered the recommendation of the Planning Commission, public agencies, property owners, and members of the public who are potentially affected by the changes described herein, and also considered the City’s staff report regarding the proposed Amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** as follows:

1. This action has been determined to be exempt from California Environmental Quality Act (CEQA) review pursuant to Title 14, California Code of Regulations, Section 15061 (b)(3), the Act’s “Common Sense” or “General Rule” Exemption.
2. Section 17.48.100 of the Oroville Municipal Code shall be amended as recommended in Planning Commission Resolution No. P2022-17.

**I HEREBY CERTIFY** that the foregoing resolution was duly introduced and passed at a regular meeting of the City Council of the City of Oroville held on the 18<sup>th</sup> of October, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
JACKIE GLOVER, ASSISTANT CITY CLERK

APPROVE:

\_\_\_\_\_  
CHUCK REYNOLDS, MAYOR

**CITY OF OROVILLE  
ORDINANCE NO. 1869**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 22-05 TO AMEND SECTION 17.28.100 (“SUBSTANDARD LOTS”) TO ELIMINATE UNENFORCEABLE REQUIREMENTS**

**WHEREAS**, the City of Oroville is committed to collaborating with the community to implement its General Plan and advance the Plan’s goals policies for economic development and streamlining the development review process; and

**WHEREAS**, the City has determined that Section 17.28.100 of the Oroville Municipal Code, to the extent that it requires lot line adjustments or lot mergers of substandard lots as a prerequisite to development when such lots are under the same ownership, conflicts with these goals and policies, and the Constitutional right to Due Process; and

**WHEREAS**, the noted requirement is not legally enforceable; and

**WHEREAS**, the Oroville Planning Commission held a duly noticed public hearing to consider the proposed amendment on September 29, 2022, and unanimously adopted Resolution No. P2022-17, recommending its adoption by the City Council; and

**WHEREAS**, at a duly noticed public hearing, the City Council considered the recommendation of the Planning Commission, public agencies, property owners, and members of the public who are potentially affected by the changes described herein, and also considered the City’s staff report regarding the proposed Amendment.

**The Council of the City of Oroville do ordain as follows:**

Section 1. Section 17.28.100 of the Oroville Municipal Code is amended as indicated in Exhibit 1 to this Ordinance.

Section 2. This ordinance shall become effective on December 1, 2022, or 30 days after the second reading is approved, whichever comes later.

Section 3. The City Clerk shall attest to the adoption of this ordinance.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on October 18, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor, Chuck Reynolds

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney, Scott E Huber

\_\_\_\_\_  
Assistant City Clerk, Jackie Glover

**EXHIBIT 1****17.48.100 Substandard lots.**

A. **General.** In any zoning district, lots or parcels that do not meet this chapter's requirements for minimum lot area or lot dimensions may be developed or occupied by the uses permitted in that district, provided that:

1. The lots or parcels were created in compliance with any applicable laws in effect at the time of their creation.

~~2. The lots or parcels cannot be made to conform to current requirements by combination with or modification of adjacent lots or parcels under the same ownership.~~

B. **Conformance with Current Requirements.** Any building or structure that is erected on a nonconforming lot shall conform to all current requirements for setbacks, heights and floor area ratios (FAR), as well as any other applicable requirements of this title.

C. **Number of Dwelling Units.** In any residential zoning district that has a requirement for minimum lot area per dwelling unit and allows duplexes or multiple-family dwellings, no more than one dwelling unit may be erected on a lot or parcel that does not have the required minimum lot area per dwelling unit. (Ord. 1749 § 4)



2959 Lower Wyandotte Rd., Oroville, CA 95966

PH: 530.693.4305 | FX: 530.693.4605 | Email: [osciasocc@gmail.com](mailto:osciasocc@gmail.com)

[www.havenofhopeonwheels.org](http://www.havenofhopeonwheels.org)

Monday, October 3, 2022

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

Dear City Administrator LaGrone,

Through the Haven of Hope on Wheels program we have been able to serve one of our most vulnerable populations within the City of Oroville; our unhoused and displaced. As requested by the Council for our bi-annual reporting, we would like to give you our 7<sup>th</sup> update on the services that Haven of Haven of Hope on Wheels has offered in the form of showers and laundry.

Despite the challenges of COVID-19, we were able to provide the following services:

1. New Clients Served: 90
2. Total Number of Showers: 542
3. Total Number of Laundry: 1,057

Thank you,

**Kevin Thompson, Director**  
OSCIA / Haven of Hope on Wheels  
P: (530) 693-0728  
F: (530) 693-4605  
E: [kthompson@osciainc.org](mailto:kthompson@osciainc.org)



**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS  
TOM LANDO, CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, CHIEF OF POLICE**

**RE: POLICE DEPARTMENT MONTHLY REPORT FOR SEPTEMBER 2022**

**DATE: OCTOBER 18, 2022**

**SUMMARY**

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

**Staffing:**

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant</b>
Police Officer	20	29	9
Dispatcher	5	7	2
Municipal Law Enforcement	8	9	1
Administrative Personnel	2	4	2

**Department Activity:**

<b>Events Year to Date 2022</b>	<b>Average Response Time for Crimes against persons <small>*Priority 1 crimes</small></b>	<b>Average Response Time for all types of calls for Service</b>	<b>National Average Response Time</b>
31,857	3:31 minutes	6:03 minutes	8 - 11 minutes

**Patrol Checks and Park Patrols:**

	<b>Patrol Checks</b>
September 2022	162
Year to Date	2,145

**Parking Enforcement Citations Issued:**

Item ii.

September 2022	Year to Date 2022	September 2021	Year to date 2021
26	134	3	73

**Police Activity:**

	September 2021	September 2022	Year to date 2021	Year to date 2022
<b>Arrest</b>				
<b>Misdemeanor</b>	122	78	1,178	895
<b>Felony</b>	51	31	496	369

	September 2021	September 2022	Year to date 2021	Year to date 2022
<b>Citations</b>				
	62	49	772	495

**Uniform Crime Reporting:**

Crimes of Violence	September 2022	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	0	6
Robbery	0	17
Aggravated Assault	3	26

**SPCA Statics:****Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	13	63	4.38
Priority	42	276	6.57
At Officer Convenience	20	119	5.96
After Hours	22	165	7.50

**Animal Intake and Outcome Stats:**

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
85	78	44	37	3	1	0

\*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

**Animal Outcomes:**

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	11	8	2	0	1	0
Died	3	1	2	0	0	0
Disposal	10	0	5	0	0	5
Euthanasia	42	10	29	0	0	3
RTO	12	12	0	0	1	0
Transfer	0	0	0	0	0	0
Found Exp	0	0	0	0	0	0

\*Others are wild animals such as bats, skunks, snakes, possums, etc....

**SPCA After-hours call outs:**

September 2022
22

**Shoes for Kids:**

Shoes Provided	Socks Provided
1	1 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

None

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

August 2, 2022

In reply refer to:  
Project No. 2100-CA

Mr. Jeremiah McNeil, Acting Manager  
Hydropower License Planning and Compliance Office  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, California 94236-0001

Re: Oroville River Valve Outlet System – Construction Documents

Dear Mr. McNeil:

This is in response to your letter dated April 18, 2022, that submitted plans, specifications, quality control and inspection program (QCIP), design memoranda, and calculations for the River Valve Outlet System (RVOS) Rehabilitation Project at Oroville Dam, part of the Feather River Project, FERC No. 2100. We have completed our review of the submittal and have comments in the Enclosure and two more urgent comments below.

You are immediately authorized to proceed *only* with the work involving the Bridge Crane, as detailed specifically in your letter provided the following comments are addressed:

1. Confirm that all necessary permits have been obtained.
2. Provide, in lieu of a full TCEAP for the project at this point, an emergency response plan or narrative that provides evacuation notification and emergency evacuation protocols, with gathering points and procedures to ensure all personnel are accounted for in the event an emergency evacuation is required during the installation of the Bridge Crane. This narrative should include confirmation of the lockout/tagout procedures used while personnel are working in the tunnel.

Please address these comments within 10 days from the date of this letter. Failure to provide this information could result in suspension of the on-site work.

Note that DWR is not yet authorized to proceed with the remainder of the proposed work. Within 60 days from the date of this letter, address our comments in the enclosure or submit a plan and schedule for addressing the comments. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

A handwritten signature in black ink, appearing to read "Wes Cooley". Below the signature, the word "For" is written in a smaller font.

Frank L. Blackett, P.E.  
Regional Engineer

Enclosure

cc:

Ms. Sharon Tapia, Division Manager  
Division of Safety of Dams  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001

Enclosure

1. QCIP personnel with stop work authority must be onsite during active construction. The QCIP did not contain a section on 'inspection frequency' or otherwise appear to address the topic of onsite personnel. Please add this discussion to the document.
2. Appendix A of the QCIP contains inspection tables for a variety of topics, including columns for Contractor QC, which is not the focus of the QCIP and should be removed from the QCIP, and be replaced by a similar table listing all of DWR's QA activities. Although some additional tables were provided with active details, the QA details provided in the main inspection tables for construction tasks were mostly administrative and not 'hands on'. The QCIP should be improved to provide more guidance on DWR's active quality assurance inspection of the work.
3. The QCIP discusses DWR's testing laboratory and the organization chart has a Materials Quality Control Manager. However, the QCIP did not contain a Materials Testing Table for DWR's QA testing. Please replace the Materials Testing Table for the contractor, which should be identical to the project specifications, with DWR's QA effort.
4. The submittal package did not include a Temporary Construction Emergency Action Plan (TCEAP). Temporary construction features (e.g. the cofferdam) have the potential to endanger construction workers or others. Please provide a TCEAP using Chapter 6 of our Engineering Guidelines. Additionally:
  - An updated TCEAP, covering the entire project, must be provided prior to receiving construction authorization for the entire project.
  - Although described in various portions of the project documents, the full TCEAP should provide a summary of the control of the project's hydraulic head/potential energy during the construction including, but not limited to, cofferdams, locked-out valves, additional bulkheads, etc.
5. The effort spent on the 'Go-No Go' Technical Memorandum is noted and appreciated. As you are aware, the project license contains requirements regarding releases to the Feather River that DWR must maintain during this project. The operability of the Hyatt Powerplant is of paramount importance to provide the required releases. Provide a contingency plan in the event that the powerplant becomes inoperable for a period of time which could affect providing the required releases.
6. Technical Memorandum No. 1 'RVOS Rehabilitation Support', which functions as a Design Report, is dated August 2021 and is labelled as a "Progress Draft". Please submit a final version of this TM and note whether changes have been made to the final version that were not contained in the DRAFT version. Note that all submittals should contain the final version of all documents.

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

August 17, 2022

In reply refer to:  
Project No. 2100-CA

Mr. Jeremiah McNeil, Acting Manager  
Hydropower License Planning and Compliance Office  
Executive Division  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, California 94236-0001

Subject: Proposed Plan for Risk-Informed Decision-Making Study – Oroville  
Flood Control Outlet Level 4 Quantitative Risk Analysis for Cavitation

Dear Mr. McNeil:

This letter is in response to your April 13, 2022 letter transmitting DWR's plan to perform a Level 4 Quantitative Risk Analysis assessing cavitation potential on the Flood Control Outlet (FCO) for Oroville Dam, part of the Feather River Project, FERC No. 2100. The proposal to perform the issue-specific (cavitation) risk analysis on the FCO chute is acceptable. We have the following comments on the plan for DWR's consideration which were discussed in a teleconference call on April 28, 2022. No response is required to these comments.

1. The plan indicated that no uncertainty will be considered relative to the hydrologic loading. That decision will certainly simplify the risk analysis, but DWR should understand that it also ignores an important source of uncertainty. This also includes other factors such as debris loading and others that could be important factors in evaluating the risk results.
2. DWR should consider what information or other subject matter experts are available to assist with the development of economic consequence estimates. It appears that economic consequence estimates will only be order of magnitude type of estimates typical of a semi-quantitative risk analysis. We understand that if such resources were needed that this effort would occur after the risk analysis session.

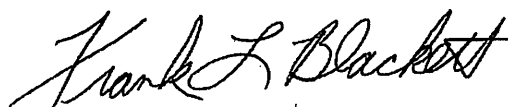


3. We understand blind elicitation will be used to collect the risk estimates from the Subject Matter Experts. However, DWR should specify how nodal estimates will be provided by the Subject Matter Experts, such as through blind elicitation, group-developed, or some other method.

The report documenting the Level 4 Risk Analysis should be submitted within 120 days of the completion of the workshop. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer

cc:

Ms. Sharon Tapia, Division Manager  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-0001

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

California Department of Water Resources

Project No. 2100-185

NOTICE OF AVAILABILITY OF FINAL ENVIRONMENTAL ASSESSMENT

(September 1, 2022)

In accordance with the National Environmental Policy Act of 1969 and the Federal Energy Regulatory Commission's (Commission) regulations, 18 C.F.R. Part 380, the Office of Energy Projects has reviewed the application for an amendment of the license for the Feather River Hydroelectric Project, located on the Feather River in Butte County, and has prepared a final Environmental Assessment (FEA) for the project. The project occupies federal lands administered by the U.S. Forest Service and U.S. Bureau of Land Management.

The FEA contains the staff's analysis of the environmental effects of the proposed amendment and concludes that approving the amendment would not constitute a major federal action that would significantly affect the quality of the human environment.

The Commission provides all interested persons with an opportunity to view and/or print the EA via the Internet through the Commission's Home Page (<http://www.ferc.gov>) using the "eLibrary" link. Enter the docket number, excluding the last three digits in the docket number field, to access the document. For assistance, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov) or toll-free at (866) 208-3676, or for TTY, (202) 502-8659.

You may also register online at <https://ferconline.ferc.gov/eSubscription.aspx> to be notified via email of new filings and issuances related to this or other pending projects. For assistance, contact FERC Online Support.

For further information, contact Alicia Burtner at (202) 502-8038 or [Alicia.Burtner@ferc.gov](mailto:Alicia.Burtner@ferc.gov).

Kimberly D. Bose,  
Secretary.

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

California Department of Water Resources

Project No. 2100-185

ERRATA NOTICE

(September 6, 2022)

On September 1, 2022, the Commission issued a *Notice of Availability of Final Environmental Assessment* for the Feather River Project No. 2100. This Errata Notice corrects the omission, in the first sentence, of the state the project is located. The Feather River Project is located on the Feather River in Butte County, California.

Kimberly D. Bose,  
Secretary.

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

September 7, 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: 2022 Dam Safety Inspection Follow-up

Dear Mr. Moseley:

From May 31 to June 3, 2022, Mr. Ricardo Galdamez and I inspected the South Feather Water and Power Project, FERC No. 2088. Based on observations made and discussions held during the inspection, we have the action items that require your attention listed in the Enclosure.

Within 30 days of this letter, please provide responses to these items or submit a plan and schedule for doing so. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Galdamez at (415) 369-3310.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer

Enclosure

cc:  
Ms. Sharon Tapia, Division Manager  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-0001

**General Comments:**

**Little Grass Valley Dam:**

1. A void underneath the spillway flip bucket was observed. SFWP should assess whether structural undermining of the flip bucket is occurring.
2. There is a crack in the concrete trunnion block that supports the right radial arm of the left radial gate. The crack should be monitored for changes.
3. Concrete cracks from 1/8-inch to 1/2-inch in width are visible throughout the spillway surface, and within some of those cracks steel reinforcement is visible. SFWPA should assess which cracks require repair and provide a plan and schedule for doing so. At a minimum, this should include all those with exposed reinforcement.
4. There is a small cluster of coniferous trees growing within 25 feet of the left side of the dam toe that were identified during the inspections. These trees should be removed.

**Sly Creek Dam:**

5. On both sides of the spillway chute, and within 2 to 3 feet from the edge of the chute walls, trees are present and should be removed to prevent damage to the spillway walls.
6. On the spillway surface, cracks varying in width from 1/8-inch to 1/2-inch and various lengths were observed throughout, horizontally, and longitudinally. SFWP should assess the cracks and provide a plan and schedule for repairing cracks that require repair.
7. On the right side of the spillway, approximately 100-feet from the gates there is what appeared to be a small impact area on the spillway-bed and the wall, presumably created by falling rock. The impacted surface area measures approximately 3 by 4 feet and should be repaired before this winter.
8. On the downstream side of the dam, approximately 125 feet from the right abutment, small alignment offsets between panels of the Mechanically Stabilized Earth wall (MSE) were observed and could potentially signal a displacement in progress. These displacements should be visually monitored for changes.

**Lost Creek Dam:**

9. A ½-inch designed gap separates the precast reinforced deck-sections on the bridge. The compound used to seal that gap is deteriorating and the edges of the concrete deck are observed to be chipping away appearing to enlarge the gap. SFWP should investigate this condition and assess whether repairs are required to prevent further deterioration of the bridge deck.

**Ponderosa Dam:**

10. The left concrete wall at the spillway approach channel, which also retains the upstream section of the right embankment, is leaning into the channel. A movement gauge placed on top of the wall shows additional movement since the gauge was installed. PFM No. 3 describes the potential concern with the wall alignment. SFWPA should investigate the movement of the wall and assess whether remediation is required to prevent further damage.

**South Fork and Slate Creek Dams**

11. To prevent concrete deterioration on the downstream face of both dams, vegetation observed to be growing along the horizontal joints should be removed and the joints cleaned of any accumulated organics.



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

September 13, 2022

In reply refer to:  
Project No. 2100-CA

Mr. Jeremiah McNeil, Acting Manager  
Hydropower License Planning and Compliance Office  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, California 94236-0001

Re: Response to FERC Comments, Parish Camp Saddle Dam Geotechnical Exploration Plan

Dear Mr. McNeil:

This is in response to a letter dated May 2, 2022, from Mr. Jeremiah McNeil that submitted responses to our comments and a revised Phase 1 drilling program plan (DPP) of a proposed subsurface investigation of Parish Camp Saddle Dam (saddle dam), part of the Feather River Project, FERC No. 2100. We have reviewed the submittal and have provided detailed comments on the DPP in the Enclosure along with the following general comment:

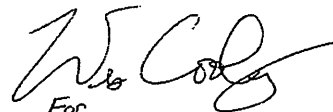
- DWR's justification for the proposed raise of the saddle dam, provided by letter dated April 20, 2022, will be responded to in a separate letter. Our review of this submittal is focused solely on the proposed DPP.

Within 60 days of the date of this letter, please provide responses to the comments included in the Enclosure and an updated drilling plan that fully addresses our comments. Authorization to perform drilling will not be given until all our comments have been satisfactorily addressed, including those involving the justification referred to in the above bullet.

File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Chris Wang at (415) 369-3366.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Blackett", with the word "For" written in smaller letters below it.

Frank L. Blackett, P.E.  
Regional Engineer

Enclosure

cc:  
Ms. Sharon Tapia, Division Manager  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-0001

**Detailed Comments**  
**Drilling Plan Letter May 2, 2022**  
**Parish Camp Saddle Dam Project No. 2100**

**Enclosure**

Item iii.

1. Although we have not completed our review of the April 20, 2022 letter you reference, we remain unconvinced that such an invasive exploration program is needed before there is clear evidence that a raise would not impact the Oroville Dam Project and the proposed concept is the most reasonable.
2. Environmental and Pre-Drilling Surveys – The final GPS coordinates for the drilling hole and test pit locations should be recorded with an accuracy of mapping grade or better. In addition and for documenting purposes, discuss/clarify how the final test pit and geophysical line locations will be field recorded (e.g. perimeter, limits, etc.).
3. The boring logs and daily work logs should be submitted to us via electronic mail within 24 hours after backfilling of a boring, and submitted daily where feasible.
4. Exploration Test Pits - Both the minimum number of passes and 95 percent compaction criterion per ASTM D1557 have been specified. Clarify what criteria will be used and discuss how the in-place densities will be achieved (when backfilling) in consideration of the uncertainty in backfill material, lack of the material moisture density curves, etc.
5. Provide clarification on the differing grout mix designs presented for borehole abandonment/completion in sections “Personnel and Risk Reduction Measures” and “Exploration Drill Holes.” We agree the 5 to 7 gallons of water per sack of cement with bentonite is an appropriate mix; however, the mix with 1:1 or 1.5:1 water to cement ratio also presented conflicts with the mix presented in “Exploration Drill Holes”.
6. Clarify or revise the “5-foot raise” presented on Plate 1, the text of your plan refers to a 3-foot raise.
7. Submit the detailed schedule (e.g. borehole, test pit) once finalized and coordinate the schedule with this office for possible FERC inspections.

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

September 14, 2022

In reply refer to:  
Project No. 2100-CA

Mr. Jeremiah McNeil, Acting Manager  
Hydropower License Planning and Compliance Office  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, California 94236-0001

Re: Oroville Proposed Piezometer Installation in the RVOS Access Tunnel

Dear Mr. McNeil:

This is in response to a letter from Ms. Gwen Knittweis dated February 14, 2022, that submitted a drilling program plan (DPP) for installing piezometers within the River Valve Outlet System (RVOS) valve chamber at Oroville Dam, part of the Feather River Project, FERC No. 2100. We have completed our review and have the following comments:

1. The submittal describes the proposed installation of four piezometers in the RVOS Access Tunnel. Listed below are a few of the concerns we have regarding this work:
  - a. The submittal indicates that this work is not associated with, nor will benefit any Potential Failure Mode identified in the Level 2 Risk Analysis for Oroville Dam.
  - b. The submittal clearly defines multiple obstacles to avoid to successfully drill the borings without hitting reinforcement or other structural elements of the tunnel. This would result in additional risk to the structure.
  - c. The RVOS gate valve replacement project is noted as benefiting from the information. However, final submittals for the project have already been completed without this information.
  - d. There is detailed information about the grouting that occurred surrounding the valve chamber to prevent hydrostatic pressure on the chamber. The drilling could compromise that grouting.

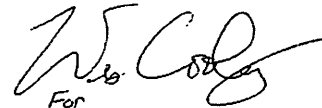
We also note the RVOS is the deepest structure located within the Oroville Dam. Without a viable PFM associated with this project, we are not convinced the risks associated with this project are outweighed by any benefit. Provide stronger engineering and dam safety justification for proceeding with the proposed installation of the piezometers.

2. For all future submittals, please add Branch Chief Wes Cooley to the FERC emergency contacts list. No response is required for this comment.  
Office (415) 369-3340  
Cell (408) 480-5024

Within 60 days of the date of this submittal, provide a response to our first comment or a plan and schedule to address our comment. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Handwritten signature of Frank L. Blackett, P.E. in cursive, with the word "For" written below it.

Frank L. Blackett, P.E.  
Regional Engineer

cc:  
Ms. Sharon Tapia, Division Manager  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

September 13, 2022

In reply refer to:  
Project No. 2100-CA

Mr. Jeremiah McNeil, Acting Manager  
Hydropower License Planning and Compliance Office  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, California 94236-0001

Re: Extension Request for Tenth Part 12D No. R-39 for Oroville Dam

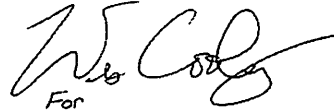
Dear Mr. McNeil:

This is in response to a letter dated June 13, 2022 from Mr. Jeremiah McNeil that submitted a request for an extension of time to submit the 10<sup>th</sup> Part 12D Board recommendations R-39b, R-39c, R-39d, R-39e, R-39f, R-39g, R-39h, R-39j, R-39k, and R-39l for Oroville Dam, which is part of Feather River Project, FERC No. 2100. We have reviewed your proposed extension of time and grant your request to complete the aforementioned recommendations (R-39) by July 1, 2023.

All required filings should be submitted using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Chris Wang at (415) 369-3366.

Sincerely,



For  
Frank L. Blackett, P.E.  
Regional Engineer

cc:  
Ms. Sharon Tapia, Division Manager  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-0001



DATE: August 8, 2022

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY’S REQUEST TO INCREASE RATES IN ITS GENERAL RATE CASE APPLICATION (A.21-06-021)**

**Acronyms you need to know**

**PG&E:** Pacific Gas and Electric Company

**CPUC:** California Public Utilities Commission

**Why am I receiving this notice?**

On July 22, 2022, PG&E filed an additional request in its 2023 General Rate Case application, known as Track 2 Request.

Track 2 includes reasonableness review as well as recovery of \$205.7 million in incremental expense and \$129 million in incremental capital expenditures. These costs are related to important safety and reliability work on PG&E’s gas transmission and storage system as well as modernizing the electric distribution system. Costs are also related to electric distribution system upgrades to enable Caltrain electrification.

**Why is PG&E requesting this rate increase?**

Every four years, PG&E is required to file a General Rate Case application with the CPUC. In its original application, PG&E proposed a multi-track procedural schedule with Track 2 including a reasonableness review of certain costs included in the Gas Storage Balancing Account and certain costs related to the Mobile Home Park Pilot Program. Track 2 also includes incremental cost recovery for Gas Transmission and Storage accounts, two electric distribution accounts and system upgrades to enable Caltrain electrification.

If approved and subject to the timing of the CPUC decision, PG&E will begin to recover these amounts in rates beginning August 1, 2023. PG&E is proposing to recover electric costs over a one-year period and recover gas costs over a two-year period.

**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. The bill for a typical residential customer using 500 kWh per month would increase from \$167.23 to \$167.37, or 0.1%.

Direct Access (DA) and Community Choice Aggregation (CCA) customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. On average, rates for services provided by PG&E to these customers would increase by 0.1% 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 other Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. These customers will not be impacted by this application.

Electric rate changes from Track 2 are due to incremental cost recovery of the amounts noted above. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

**How could this affect my monthly gas rates?**

Bundled gas customers receive transmission, distribution and procurement services from PG&E. PG&E proposes to recover these costs equally over a two-year period following the Commission decision. The rate and bill impacts will remain in effect for the two-year period, which will complete cost recovery.

Based on rates currently in effect, the bill for a typical residential customer averaging 33 therms per month would increase from \$65.24 to \$66.17, or 1.4%.

Detailed gas rate information will be sent directly to customers in a bill insert. Gas rate changes from Track 2 are due to incremental cost recovery. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

**How does the rest of this process work?**

PG&E’s Track 2 Request was assigned to CPUC Administrative Law Judges who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judges will issue a proposed decision that may adopt PG&E’s Request, 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.

Item iv.

Parties to the proceeding may review PG&E's Request, 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](mailto:PublicAdvocatesOffice@cpuc.ca.gov) or visit [PublicAdvocates.cpuc.ca.gov](http://PublicAdvocates.cpuc.ca.gov).

**Where can I get more information?**

**CONTACT PG&E**

If you have questions about PG&E's Track 2 Request, please contact PG&E at 1-800-743-5000. For TTY, call 1-800-652-4712. Para obtener 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:

**Mail:** Pacific Gas and Electric Company  
GRC Track 2 Request (A.21-06-021)  
P.O. Box 7442  
San Francisco, CA 94120  
**E-mail:** [GRC@pge.com](mailto:GRC@pge.com)

PG&E's Track 2 Request, accompanying testimony, and related documents are available at: [pgera.azurewebsites.net/Regulation](http://pgera.azurewebsites.net/Regulation).

**CONTACT CPUC**

Please visit [apps.cpuc.ca.gov/c/A2106021](http://apps.cpuc.ca.gov/c/A2106021) 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:

**Email:** [Public.Advisor@cpuc.ca.gov](mailto:Public.Advisor@cpuc.ca.gov)  
**Mail:** CPUC  
Public Advisor's Office  
505 Van Ness Avenue  
San Francisco, CA 94102

**Call:** 1-866-849-8390 (toll-free) or 1-415-703-2074

Please reference the **GRC Track 2 Request A.21-06-021** in any communications you have with the CPUC regarding this matter.

DATE: August 26, 2022

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR ITS ZONAL ELECTRIFICATION PILOT PROJECT APPLICATION (A.22-08-003)**

**Acronyms you need to know**

**PG&E:** Pacific Gas and Electric Company

**CPUC:** California Public Utilities Commission

**Why am I receiving this notice?**

On August 10, 2022, PG&E filed its Zonal Electrification Pilot Project Application with the CPUC. Rather than investing in a planned gas line repair project, PG&E is proposing to retire approximately eight miles of existing gas pipeline serving the California State University Monterey Bay campus and to facilitate the conversion of impacted buildings from gas to electric service, including appliances.

In support of this effort, PG&E is proposing to collect \$29.3 million from customers over a 15-year period. Costs will be offset by savings from avoiding the gas repair project and the lack of ongoing maintenance of the gas system at this location. Any cost savings associated with electrification will be returned to customers.

**Why is PG&E requesting this rate change?**

This project is considered a gas safety mitigation strategy. As such, PG&E is proposing to recover costs from gas rates.

One of PG&E's strategies to achieve a net zero energy system and reduce CO2 includes retirement of gas pipelines where electrification is both cheaper and a better environmental and safety outcome for customers.

This Pilot Project will help meet California's climate goals while promoting long-term affordability for customers. This Pilot Project would be the largest such project and learnings will be applied to future electrification projects.

**How could this affect my monthly gas rates?**

Bundled gas customers receive transmission, distribution and procurement services from PG&E. Based on rates currently in effect, the bill for a typical residential customer averaging 33 therms per month would increase from \$70.42 to \$70.46, or 0.1% in the year of highest impact (2026).

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

**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](mailto:PublicAdvocatesOffice@cpuc.ca.gov) or visit [PublicAdvocates.cpuc.ca.gov](http://PublicAdvocates.cpuc.ca.gov).

**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 obtener 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:

Item iv.

Pacific Gas and Electric Company  
Zonal Electrification Pilot Project Application (A.22-08-003)  
P.O. Box 7442  
San Francisco, CA 94120

**CONTACT CPUC**

Please visit [apps.cpuc.ca.gov/c/A2208003](https://apps.cpuc.ca.gov/c/A2208003) 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:

**Email:** [Public.Advisor@cpuc.ca.gov](mailto:Public.Advisor@cpuc.ca.gov)

**Mail:** CPUC  
Public Advisor's Office  
505 Van Ness Avenue  
San Francisco, CA 94102

**Call:** 1-866-849-8390 (toll-free) or 1-415-703-2074

Please reference the **Zonal Electrification Pilot Project Application A.22-08-003** in any communications you have with the CPUC regarding this matter.

## RESOLUTIONS

**For use if increasing fee for Inflation/Reconstruction Studies:**

**RESOLUTION NO. 2022/23-01 (August 10, 2022, Regular Meeting)  
A RESOLUTION OF THE GOVERNING BOARD OF THE  
PIONEER UNION ELEMENTARY SCHOOL DISTRICT  
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY  
GOVERNMENT CODE SECTION 65995 (b) 3**

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its February 23, 2022, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$4.79 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.78 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, The Pioneer Union Elementary School District shares developer fees with the Oroville Union High School District. The High School District collects 40 percent of the Level I Fee and the Pioneer Union Elementary School District collects 60 percent of the Level I Fee.

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$2.87 (60 percent of \$4.79) per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of \$0.47 (60 percent of \$0.78) per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.78 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.05 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Pioneer Union Elementary School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled August 10, 2022, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 30 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 30 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated May 24, 2022, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
  - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
  - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
  - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
  - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
  - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$2.87 (60 percent of \$4.79) per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$0.47 (60 percent of \$0.78) per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.78 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.05 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
  - A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in



the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

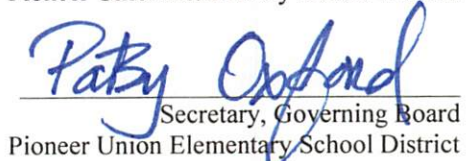
- B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
- C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
- 5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
- 8. Commencement Date. The effective date of this Resolution shall be October 10, 2022 which is 60 days following its adoption by the Board.
- 9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Butte County and to the Planning Commission and City Council of the City of Oroville.
- 10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Pioneer Union Elementary School District this 10<sup>th</sup> day of August, 2022, by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

ATTEST:

  
 \_\_\_\_\_  
 President, Governing Board  
 Pioneer Union Elementary School District

  
 \_\_\_\_\_  
 Secretary, Governing Board  
 Pioneer Union Elementary School District



Level I Developer Fee Study  
for  
Pioneer Union  
Elementary School District

May 24, 2022

Patsy Oxford, Superintendent/Principal

Board of Trustees

Tenisha Ferguson, President

Will Cotter, Vice President

Melvin Hillier, Clerk

Pamela French, Member

Reed Rankin, Member

Prepared by:

Jack Schreder & Associates, Inc.



2230 K Street

Sacramento, CA 95816

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## EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities, provided the District can show justification for levying of fees.
- In February 2022, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.79 per square foot for residential construction and \$0.78 per square foot for commercial/industrial construction.
- The Pioneer Union Elementary School District shares developer fees with the Oroville Union High School District. The High School District collects 40 percent of the Level I Fee and the Pioneer Union Elementary School District collects 60 percent of the Level I Fee.
- The Pioneer Union Elementary School District is justified in collecting \$2.87 (60 percent of \$4.79) per square foot of residential construction and \$0.47 (60 percent of \$0.78) per square foot of commercial/industrial construction, with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.05 per square foot.
- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 41.1 percent of the cost to construct new facilities.
- The residential justification is based on the Pioneer Union Elementary School District's projected modernization need of \$1,052,750 for students generated from residential development over the next 25 years and the projected residential square footage of 172,400.
- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of \$6.11 (\$1,052,750/172,400).

- Each square foot of commercial/industrial construction will create a school facilities cost ranging from \$0.05 to \$4.57 per square foot of new commercial/industrial construction.
- For both residential and commercial/industrial development, the fees authorized by Government Code section 65995 are justified.



## SCHOOL DISTRICT BACKGROUND

The Pioneer Union Elementary School District serves approximately 52 students in transitional kindergarten through eighth grade at Berry Creek Elementary School. The District also operates a preschool, while Butte County Office of Education operates the after-school program for Berry Creek Elementary students. The majority of students identify as White (approximately 64%), followed by Hispanic or Latino (approximately 19%), with a small portion of other ethnic groups. All students meet the criteria for socioeconomically disadvantaged. The District is a feeder for the Oroville Union High School District. "The vision of Pioneer Union Elementary School District is to produce students who are motivated to be lifelong learners and capable of setting clear educational and personal goals. With the support of the community and parents, our students will graduate with the necessary academic and social skills to achieve these goals."

Pioneer Union Elementary School District serves students in the rural portion of unincorporated Butte County, on the northeastern shore of Lake Oroville, located on the western slope of the Sierra Nevada Mountain Range in Northern California. The rural residential community of Berry Creek, where the District's one school is located, is approximately 22 miles from the City of Oroville, along the Oroville-Quincy Highway. A large portion of the District's boundary includes land that is part of the Plumas National Forest. A portion of the District's boundary was impacted by wildfire, the North Complex Fire, in 2020. The closest city is the City of Oroville, which is also the county seat for Butte County. According to the City's General Plan, the primarily single-family residential community of Oroville has experienced steady population growth over the last 25 years, and anticipates the residential and commercial growth to continue for the next 25 years.



## INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level I fee to \$1.65 per square foot for residential construction and \$0.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional \$1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional \$1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.72 per square foot for residential construction and \$0.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.84 per square foot for residential construction and \$0.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.93 per square foot for residential construction and \$0.31 per square foot for commercial/industrial construction.

In January 2000, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.05 per square foot for residential construction and \$0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.14 per square foot for residential construction and \$0.36 per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.24 per square foot for residential construction and \$0.41 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.63 per square foot for residential construction and \$0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board's biennial inflation adjustment maintained the fee at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction.

In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.



In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.

In January 2020, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.08 per square foot for residential construction and \$0.66 per square foot for commercial/industrial construction.

In February 2022, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.79 per square foot for residential construction and \$0.78 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2024 State Allocation Board meeting.

In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the Cresta Bella LP v. Poway Unified School District, 218 Cal. App.4<sup>th</sup> 438(2013) court case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district's facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

### ***Purpose of Study***

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Pioneer Union Elementary School District.

## SECTION I: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Pioneer Union Elementary School District.

### Facilities Capacity

The District's capacity is adequate to house the District's current student population. Facility needs exist regardless of the availability of capacity to house student enrollments, inclusive of student enrollment generated from new development. New students generated from future development will create a burden on existing school facilities. Capital improvements, including upgrades or the replacement of existing facilities with new facilities for their continued long-term use, are necessary to adequately house future enrollment growth at all school levels.

The District's current total student capacity will diminish over time if the District does not modernize its facilities. Without modernization of aging buildings, some facilities will become unavailable, which will decrease the District's total student capacity. New development in the District necessitates that modernization occur in order to continue to have available school housing for newly generated students. As part of these modernization efforts, the District plans to modernize existing schools and to replace some of its existing schools with new buildings on the same site as the existing schools become old, inadequate, and pose health and safety challenges.

### Modernization and Reconstruction

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through

the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. The District plans to use developer fees for projected modernization needs of repaving playground blacktop equipment, pairing old windows, replacing roofs, repairing security fencing and installing HVAC. In addition, due to the recent universal transitional kindergarten requirement, if additional transitional kindergarten classrooms are required in the future, developer fees may assist with funding those classrooms. Projects will be funded as developer fee revenue is generated. The authorization to justify modernization and reconstruction of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g). School districts are permitted to modernize or replace existing or build new school facilities with developer fees as justified by this Study.

### **Modernization Need**

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District's estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.

### **Potential Development**

The Pioneer Union Elementary School District is located within the Butte County Planning jurisdiction. The Butte County Planning Department was contacted to provide residential development information regarding the potential for residential construction in the District's boundary over the next 25 years. According to the County Planning Department, significant development is not currently planned in the District's boundary. Development is expected to continue at about the same rate as the average of the previous five years of four units per year. Based on the average of four units per year, an estimated 100 (4 x 25) residential units may be constructed within District boundaries over the next 25 years.

The School Facility Program allows districts to apply for modernization funding for classrooms over 25 (permanent) or 20 years (portable), meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 25 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 25 years after their initial modernization. In some cases, these older buildings may need to be closed entirely for the health and safety of students, teachers, staff and other occupants. Aging infrastructure and building problems can profoundly impact a school's ability to safely remain in service and to continue delivering the instructional program to students at existing levels of service. Therefore, the District's modernization needs are considered over a 25 year period, and a 25 year projection has been included in the Study when considering the homes that will generate students for the facilities in question. Future development will generate additional students for the District to house. Developer fees generated from future development may be used to modernize or construct facilities to house students from planned future development.

School facilities have a limited usable lifespan, and school districts must consider the lifespan for each facility when planning and determining student housing needs in the future. Residential units will be built at different times over the coming years, and it is difficult to predict when construction on these projects will be complete. Additionally, the homes in these developments may be immediately occupied with families with school-aged children, or they may not be occupied by school-aged children for another five, ten or fifteen years as young people who move in begin starting to have families. Thus, the District must be prepared to house students from new developments for the next several decades.

### Student Generation Rate

In determining the impact of new development, the District is required to show how many students will be generated from the new development. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation rate is applied to the number of new housing units to determine development-related impacts. The student

generation rate identifies the number of students per housing unit and provides a link between new residential construction projects and projected enrollment.

To identify the number of students anticipated to be generated by new residential development, a student yield factor of .5 has been utilized for the Pioneer Union Elementary School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

### Construction Cost

The construction cost per TK-8 pupil is \$51,228. Construction costs are based on information provided by California Department of Education and research completed by Jack Schreder & Associates. Appendix A includes the cost per student calculations. Table 1 shows the weighted average to construct facilities per TK-8 pupil.

**Table 1:**  
**Construction Costs**

Grade Level	Construction Costs
TK-6	\$49,425
7-8	\$58,440
Weighted Average	
	\$49,425 x 8 = \$395,400
	\$58,440 x 2 = <u>\$116,880</u>
Total	\$512,280

$$\text{Average} = \$512,280/10 = \$51,228$$

Source: California Department of Education, Jack Schreder & Associates.

### Modernization Cost

The cost to modernize facilities is 41.1 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant

(including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides \$14,623 per TK-6 pupil to construct new facilities and \$5,568 to modernize facilities, which is 38.1 percent ( $\$5,568 / \$14,623$ ) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect's (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 41.1 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per TK-8 pupil is \$51,228 and is outlined in Table 1. Therefore, the per pupil cost to modernize facilities per TK-8 pupil is \$21,055 ( $\$51,228 \times .411$ ).

### 25 year Modernization Need

Based on the student generation rate and the projected number of residential units, 50 TK-8 students are projected from proposed new development. The calculation is included in Table 2.

**Table 2:**  
Projected Students from Proposed Development

<b>Projected Units</b>	<b>Student Generation Rate</b>	<b>Projected Students</b>
100	.5	50

*Source: Pioneer Union Elementary School District, Butte County Planning Department, Jack Schreder & Associates.*

The District's estimated modernization need generated by students from new residential development is \$1,052,750. The calculation is included in Table 3.



**Table 3:**  
**25 year Modernization Need**

Per Pupil Modernization Cost	\$21,055
Students Generated	<u>x 50</u>
<b>Modernization Need</b>	<b>\$1,052,750</b>

*Source: Pioneer Union Elementary School District, Office of Public School Construction, Jack Schreder & Associates, Butte County Planning Department.*

### **Residential Development and Fee Projections**

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Pioneer Union Elementary School District by students generated from new development.

The Pioneer Union Elementary School District is located within the Butte County Planning jurisdiction. The Butte County Planning Department was contacted to provide residential development information regarding the potential for residential construction in the District's boundary over the next 25 years. According to the County Planning Department, significant development is not currently planned in the District's boundary. Development is expected to continue at about the same rate as the average of the previous five years of four units per year. Based on the average of four units per year, an estimated 100 (4 x 25) residential units may be constructed within District boundaries over the next 25 years. According to developer fee records, units average an estimated 1,724 square feet. Based on this information, an estimated 186 (100 + 86) residential units, totaling 172,400 (100 x 1,724) square feet, may be constructed within District boundaries in the next 25 years.



**Table 4:**  
**Summary of Projected Residential Square Footage**

Projected Units	Average Square Footage	Total Square Footage
100	1,724	172,400

*Source: Pioneer Union Elementary School District, Jack Schreder & Associates, Butte County.*

Based on the District's modernization need of \$1,052,750 generated by students from residential construction and the total projected residential square footage of 172,400, residential construction will create a facilities cost of \$6.11 per square foot. The calculation is included in Table 5. However, the Level I statutory fee is \$4.79 per square foot and the District has a fee sharing arrangement with the Oroville Union High School District. The High School district collects 40 percent of the fee and the Pioneer Union Elementary School District collects 60 percent of the fee. Therefore, the District is justified to collect \$2.87 (60 percent of \$4.79) per square foot of residential construction.

**Table 5:**  
**Facilities Cost per SF from Proposed Residential Construction**

Modernization Need	Total Square Footage	Facilities Cost
\$1,052,750	/172,400	= \$6.11

*Source: Pioneer Union Elementary School District, Jack Schreder & Associates, Office of Public School Construction.*

### **Extent of Mitigation of School Facility Costs Provided by Level I Residential Fees**

Based on development projections, an estimated 172,400 residential square feet may be constructed in the next 25 years. Based on the statutory Level I fee of \$2.87 (60 percent of \$4.79) per square foot, the District is projected to collect \$494,788 (\$2.87 x 172,400) in residential developer fees. The \$494,788 in total residential Level I fee revenue will cover only 47 percent of the \$1,052,750 in total school facility modernization costs attributable to new residential development over the next 25 years.

## **Commercial / Industrial Development and Fee Projections**

In order to levy developer fees on commercial and industrial development, a district must conduct a study to determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the developer fee justification study shall utilize employee generation estimates that are calculated on either an individual project or categorical basis. Those employee generation estimates shall be based upon commercial and industrial factors within the district or upon, in whole or part, the applicable employee generation estimates as set forth in the January 1990 edition of "San Diego Traffic Generators," a report of the San Diego Association of Governments. (Education Code Section 17621). The initial study that was completed in January of 1990 (updated annually) identifies the number of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 6.

Table 6 indicates the number of employees generated for every 1,000 square feet of new commercial and industrial development and the number of District households generated for every employee in 12 categories of commercial and industrial development. The number of District households is calculated by adjusting the number of employees for the percentage of employees that live in the District and are heads of households. School facility costs for development projects not included on the list may be estimated by using the closest employee per 1,000 square feet ratio available for the proposed development.

In addition, an adjustment in the formula is necessary so that students moving into new residential units that have paid residential fees are not counted in the commercial/industrial fee calculation. Forty percent of all employees in the District live in existing housing units. The forty percent adjustment eliminates double counting the impact. This adjustment is shown in the worksheets in Appendix C and in Table 6.

These adjustment factors are based on surveys of commercial and industrial employees in school districts similar to the District. When these figures are compared to the cost to house students, it can be shown that each square foot of commercial and industrial development creates a cost impact greater than the maximum fee, with the exception of mini storage. The data in Table 7 is based on the per student costs shown in

Table 1. These figures are multiplied by the student yield factor to determine the number of students generated per square foot of commercial and industrial development. To determine the school facilities square foot impact of commercial and industrial development shown in Table 7, the students per square foot are multiplied by the cost of providing school facilities.

**Table 6:**  
**Commercial and Industrial Generation Factors**

<u>Type of Development</u>	<u>*Employees per 1,000 sf</u>	<u>**Dist HH Per Emp.</u>	<u>% Emp in Exist HH</u>	<u>Adj.%Emp Dist HH/Emp</u>
Medical Offices	4.27	.2	.4	.08
Corporate Offices	2.68	.2	.4	.08
Commercial Offices	4.78	.2	.4	.08
Lodging	1.55	.3	.4	.12
Scientific R&D	3.04	.2	.4	.08
Industrial Parks	1.68	.2	.4	.08
Industrial/Business Parks	2.21	.2	.4	.08
Neighborhood Shopping Centers	3.62	.3	.4	.12
Community Shopping Centers	1.09	.3	.4	.12
Banks	2.82	.3	.4	.12
Mini-Storage	.06	.2	.4	.08
Agriculture	.31	.5	.4	.20

\* Source: San Diego Association of Governments.

\*\* Source: Jack Schreder and Associates. Original Research.

**Table 7:**  
**Commercial and Industrial Facilities Cost Impact**

<u>Type of Development</u>	<u>Cost Impact Per Sq. Ft.</u>
Medical Offices	\$3.60
Corporate Offices	\$2.26
Commercial Offices	\$4.03
Lodging	\$1.96
Scientific R&D	\$2.56
Industrial/Business Parks	\$1.41
Industrial/Com Park	\$1.86
Commercial Shopping Centers	\$4.57
Community Shopping Centers	\$1.38
Banks	\$3.56
Mini-Storage	\$0.05
Agriculture	\$0.65

*\*Sources: San Diego Association of Governments and Jack Schreder and Associates, Original Research.*

Table 7 shows that all types of commercial and industrial development will create a square foot cost justifying a commercial/industrial fee. Thus, a reasonable relationship between commercial and industrial development and the impact on the District is shown. Based on this relationship, the levying of commercial and industrial developer fees is justified in the District.

**Extent of Mitigation of School Facility Costs Provided by Level I Commercial/Industrial Fees**

Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.05 to \$4.57 per square foot. The cost per square foot of commercial/industrial construction exceeds the District's share of the Level I commercial fee of \$0.47 (60 percent of \$0.78) in all categories of construction, with the exception of mini storage. Mini storage should be collected at \$0.05 per square foot of construction. Therefore, the District is justified to collect \$0.47 (60 percent of \$0.78) per square foot of commercial/industrial construction.

## Summary

The cost impact on the District imposed by new students to be generated from new or expanded residential, commercial, and industrial development is greater than the maximum allowable fees. Each square foot of residential development creates a school facility cost of \$6.11 per square foot. Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.05 to \$4.57 per square foot. The cost to provide additional school facilities exceeds the amount of residential and commercial/industrial fees to be generated directly and indirectly by residential construction. However, the District currently has a Level I Fee Sharing Agreement with the Oroville Union High School District. The High School District collects 40 percent of the Level I fee and the Elementary School District collect 60 percent of the fee. Therefore, the Pioneer Union Elementary School District is justified to collect \$2.87 (60 percent of \$4.79) per square foot of residential construction and \$0.47 (60 percent of \$0.78) per square foot of commercial/industrial construction, with the exception of mini storage. The mini storage category of construction should be collected at the rate of \$0.05 per square foot.

## **SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION**

Initially, the allowable developer fee was limited by Government Code Section 65995 to \$1.50 per square foot of covered or enclosed space for residential development and \$0.25 per square foot of covered or enclosed space of commercial or industrial development. The Level I fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In February of 2022, the State Allocation Board changed the Level I fee to \$4.79 per square foot of residential construction and \$0.78 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.



Assembly Bill 3228 (Chapter 1602/Statutes of 1990) added Government Code Section 66016 requiring districts adopting or increasing any fee to first hold a public hearing as part of a regularly scheduled meeting and publish notice of this meeting twice, with the first notice published at least ten days prior to the meeting.

Assembly Bill 3980 (Chapter 418/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.
2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.
3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.

2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.
3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.

Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following:

1. Exempts residential remodels of less than 500 square feet from fees.
2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.
3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.
4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.



5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.
6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.
7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.
8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.
9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior housing to be approved by the city/county after notification of the school district.
10. Extends the commercial/industrial fee to mobile home parks limited to older persons.

### **SECTION III: REQUIREMENTS OF AB 1600**

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 1693 (Monteith/Statutes of 1996, Chapter 569), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this

section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).
2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.

Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

### ***Assembly Bill 1600 and the Justification for Levying Developer Fees***

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.



2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.
3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.

## **SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES**

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

### **State Sources**

#### ***State School Facility Program***

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a “grant” program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (District/State) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

### **Local Sources**

#### ***Mello-Roos Community Facilities Act***

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities.

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district.
2. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish a Mello-Roos district.

### ***General Obligation Bonds***

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

The District does not have available bond funds for facility improvements.

### ***Developer Fees***

The District's developer fees are dedicated to the current needs related directly to modernization and replacement of school facilities.

### ***School District General Funds***

The District's general funds are needed by the District to provide for the operation of its instructional program.

### ***Expenditure of Lottery Funds***

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for



acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

## **SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS**

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee, established a benefit nexus, and a burden nexus:

### **Establishment of a Cost Nexus & Identify Purpose of the Fee**

The Pioneer Union Elementary School District chooses to replace and/or modernize facilities for the additional students created by development in the district and the cost to replace and/or modernize facilities exceeds the amount of developer fees to be collected.

Based on development projections, an estimated 172,400 residential square feet may be constructed in the next 25 years. Based on the statutory Level I fee of \$2.87 (60 percent of \$4.79) per square foot, the District is projected to collect \$494,788 ( $\$2.87 \times 172,400$ ) in residential developer fees. The \$494,788 in total residential Level I fee revenue will cover only 47 percent of the \$1,052,750 in total school facility modernization costs attributable to new residential development over the next 25 years. Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.05 to \$4.57 per square foot. The cost per square foot of commercial/industrial construction exceeds the District's share of the Level I commercial fee of \$0.47 (60 percent of \$0.78) in all categories of construction, with the exception of mini storage. Mini storage should be collected at \$0.05 per square foot of construction. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of replacing and/or modernizing facilities exceeds developer fee generation, thereby establishing a cost nexus.



### **Establishment of a Benefit Nexus**

Students generated by new residential, commercial and industrial development will be attending District schools. Housing District students in replaced and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

### **Establishment of a Burden Nexus**

Future residential and commercial/industrial development will cause new families to move into the District and, consequently, will generate additional students in the District. While facilities are currently designed to meet the projected student enrollment, the existing facilities will need to remain in sufficient condition to maintain existing levels of service for the newly generated students. Future residential and commercial/industrial development, therefore, creates a need for the reconstruction and/or modernization of existing school facilities. The fee's use for school facility reconstruction and/or modernization efforts is, therefore, reasonably related to the future residential and commercial/industrial development upon which it is imposed.

The need for reconstructing and/or modernizing facilities will be, in part, satisfied by the levying of developer fees on new residential and commercial/industrial developments, therefore, a burden nexus is established.

## **SECTION VI: FACILITY FUNDING ALTERNATIVES**

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to consider and pursue all State funding sources for the modernization of facilities.

### **STATEMENT TO IDENTIFY PURPOSE OF FEE**

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the replacement and/or modernization of school facilities. The District will provide for the replacement and/or modernization of



school facilities, in part, with developer fees. The District plans to use developer fees for projected modernization needs of repaving playground blacktop equipment, pairing old windows, replacing roofs, repairing security fencing and installing HVAC. In addition, due to the recent universal transitional kindergarten requirement, if additional transitional kindergarten classrooms are required in the future, developer fees may assist with funding those classrooms. Projects will be funded as developer fee revenue is generated.

## **ESTABLISHMENT OF A SPECIAL ACCOUNT**

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b) (1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

## **RECOMMENDATION**

Based on the fee justification provided in this report, it is recommended that the Pioneer Union Elementary School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.

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**APPENDIX A**  
**CONSTRUCTION COSTS**

<b>Elementary School Facility Construction Costs - Permanent Construction</b>		
<b>I. Allowable Building Area</b>		
	A. Total Student Capacity	
	B. Building Area	
	600 students @ 71sf/student	42,600
	Speech/Resource Specialist	600
	Total	43,200
<b>II. Site Requirements</b>		
	A. Purchase Price of Property (10 Acres)	
	Cost per Acre	\$0
	B. Appraisals	\$0
	C. Costs Incurred in Escrow	\$0
	D. Surveys	\$0
	E. Other Costs, Geo. and Soils Reports	\$0
	Total-Acquisition of Site	\$0
<b>III. Plans</b>		
	A. Architect's Fee for Plans	\$2,173,690
	B. DSA Plans Check Fee	\$169,065
	C. School Planning, Plans Check Fee	\$9,243
	D. Preliminary Tests	\$8,362
	E. Other Costs, Energy Cons. & Advertising	\$62,226
		\$2,422,586
<b>IV. Construction Requirements</b>		
	A. Utility Services	\$595,164
	B. Off-site Development	\$892,744
	C. Site Development, Service	\$1,428,389
	D. Site Development, General	\$952,259
	E. New Construction	\$19,472,832
	F. Unconventional Energy Source	\$810,726
	Total Construction	\$24,152,114
	Total Items II, III and IV	\$26,574,700
	Contingency 10%	\$2,657,470
	Construction Tests	\$181,141
	Inspection	\$241,521
	<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$29,654,832</b>
	<b>ESTIMATED COST PER STUDENT</b>	<b>\$49,425</b>
*Source: California Department of Education, Jack Schreder & Associates.		



<b>Middle School Facility Construction Costs - Permanent Construction</b>		
<b>I. Allowable Building Area</b>		
A. Total Student Capacity		
B. Building Area		
1000 students @ 85sf/student		85,000
Speech/Resource Specialist		1,360
Total		86,360
<b>II. Site Requirements</b>		
A. Purchase Price of Property (20 Acres)		
Cost per Acre		\$0
B. Appraisals		\$0
C. Costs Incurred in Escrow		\$0
D. Surveys		\$0
E. Other Costs, Geo. and Soils Reports		\$0
Total-Acquisition of Site		\$0
<b>III. Plans</b>		
A. Architect's Fee for Plans		\$4,287,237
B. OSA Plans Check Fee		\$333,452
C. School Planning, Plans Check Fee		\$10,611
D. Preliminary Tests		\$11,789
E. Other Costs, Energy Cons. & Advertising		\$90,784
		\$4,733,873
<b>IV. Construction Requirements</b>		
A. Utility Services		\$873,189
B. Off-site Development		\$982,715
C. Site Development, Service		\$2,714,467
D. Site Development, General		\$1,936,195
E. New Construction		\$39,742,872
F. Unconventional Energy Source		\$1,386,533
Total Construction		\$47,635,971
Total Items II, III and IV		\$52,369,844
Contingency		\$5,236,984
Construction Tests		\$357,270
Inspection		\$476,360
<b>TOTAL ESTIMATED PROJECT COSTS</b>		<b>\$58,440,458</b>
<b>ESTIMATED COST PER STUDENT</b>		<b>\$58,440</b>
<i>*Source: California Department of Education, Jack Schreder &amp; Associates.</i>		

**APPENDIX B**  
**PER PUPIL GRANT AMOUNTS**



## ATTACHMENT B

**ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS**

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

<b>New Construction</b>	<b>SFP Regulation Section</b>	<b>Adjusted Grant Per Pupil Effective 1-1-21</b>	<b>Adjusted Grant Per Pupil Effective 1-1-22</b>
Elementary	1859.71	\$12,628	\$14,623
Middle	1859.71	\$13,356	\$15,466
High	1859.71	\$16,994	\$19,679
Special Day Class – Severe	1859.71.1	\$35,484	\$41,090
Special Day Class – Non-Severe	1859.71.1	\$23,731	\$27,480
Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$15	\$17
Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$20	\$23
Automatic Fire Detection/Alarm System – High	1859.71.2	\$34	\$39
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$63	\$73
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$45	\$52
Automatic Sprinkler System – Elementary	1859.71.2	\$212	\$245
Automatic Sprinkler System – Middle	1859.71.2	\$252	\$292
Automatic Sprinkler System – High	1859.71.2	\$262	\$303
Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$668	\$774
Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$448	\$519



## ATTACHMENT B

**ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS**

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

<b>Modernization</b>	<b>SFP Regulation Section</b>	<b>Adjusted Grant Per Pupil Effective 1-1-21</b>	<b>Adjusted Grant Per Pupil Effective 1-1-22</b>
Elementary	1859.78	\$4,808	\$5,568
Middle	1859.78	\$5,085	\$5,888
High	1859.78	\$6,658	\$7,710
Special Day Class - Severe	1859.78.3	\$15,325	\$17,746
Special Day Class – Non- Severe	1859.78.3	\$10,253	\$11,873
State Special School – Severe	1859.78	\$25,543	\$29,579
Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – High	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$430	\$498
Automatic Fire Detection/Alarm System – Special Day Class – Non- Severe	1859.78.4	\$288	\$334
Over 50 Years Old – Elementary	1859.78.6	\$6,680	\$7,735
Over 50 Years Old – Middle	1859.78.6	\$7,065	\$8,181
Over 50 Years Old – High	1859.78.6	\$9,248	\$10,709
Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$21,291	\$24,655
Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$14,237	\$16,486
Over 50 Years Old – State Special Day School – Severe	1859.78.6	\$35,483	\$41,089

**APPENDIX C**  
**COMMERCIAL/INDUSTRIAL**  
**CALCULATIONS**

Pioneer Union Elementary School District						
Commercial/Industrial Calculations						
	EMP/ 1000 SQ.FT	DIST.HH/ EMP	HH/SF	% EMP IN EXIST HH	ADJUSTED HH/SF	ADJ % DIST HH/EMP
MEDICAL	4.27	0.2	0.000854	0.4	0.0003416	0.08
CORP. OFFICE	2.68	0.2	0.000536	0.4	0.0002144	0.08
COM. OFFICE	4.78	0.2	0.000956	0.4	0.0003824	0.08
LODGING	1.55	0.3	0.000465	0.4	0.0001860	0.12
R&D	3.04	0.2	0.000608	0.4	0.0002432	0.08
IN. PARK	1.68	0.2	0.000336	0.4	0.0001344	0.08
IN/COM PARK	2.21	0.2	0.000442	0.4	0.0001768	0.08
NBHD COMM SC	3.62	0.3	0.001086	0.4	0.0004344	0.12
COMMUNITY SC	1.09	0.3	0.000327	0.4	0.0001308	0.12
BANKS	2.82	0.3	0.000846	0.4	0.0003384	0.12
MINI-STORAGE	0.06	0.2	0.000012	0.4	0.0000048	0.08
AGRICULTURE	0.31	0.5	0.000155	0.4	0.0000620	0.20
STUDENT GENERATION RATE			MODERNIZATION COST PER STUDENT			
K-8	0.5000		K-8	\$21,055		
STUDENTS PER SQUARE FOOT						
(YIELD FACTORS X ADJ HH/SQ. FT IN COLUMN F)						
	K-8					
MEDICAL	0.000171					
CORP. OFFICE	0.000107					
COM. OFFICE	0.000191					
LODGING	0.000093					
R&D	0.000122					
IN. PARK	0.000067					
IN/COM PARK	0.000088					
COM. SC.	0.000217					
COMMUNITY SC	0.000065					
BANKS	0.000169					
MINI STORAGE	0.000002					
AGRICULTURE	0.000031					
COSTS PER SQUARE FOOT						
(STUDENTS/ SQ. FOOT X STUDENT COST/SQ. FOOT IN EACH CATEGORY)						
	K-8					
MEDICAL	\$3.60					
CORP. OFFICE	\$2.26					
COM. OFFICE	\$4.03					
LODGING	\$1.96					
R&D	\$2.56					
IN. PARK	\$1.41					
IN/COM PARK	\$1.86					
COM. SC.	\$4.57					
COMMUNITY SC	\$1.38					
BANKS	\$3.56					
MINI STORAGE	\$0.05					
AGRICULTURE	\$0.65					



