

# SUPPLEMENTAL BENEFITS FUND



## STEERING COMMITTEE MEETING

Oroville City Hall – Council Chambers  
1735 Montgomery Street  
Oroville, California 95965

**JULY 6, 2016**  
**5:30 P.M.**

## REGULAR QUARTERLY MEETING

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*This meeting may be broadcast remotely via audio and/or video conference at the following addresses:  
Cota Cole, LLP, 2261 Lava Ridge Ct, Roseville, CA 95661 (916) 780-9009*

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

**Committee Members (voting):** Committee Members: Don Noble , FRRPD; Linda Dahlmeier, City of Oroville; Thil Chan Wilcox, City of Oroville; Vice Chairperson Victoria Smith, FRRPD; Chairperson David Pittman, City of Oroville;

**Advisory Members (non-voting):**

Committee Members DWR – Kevin Dossey; SWC – Tim Haines; American Rivers – Steve Rother; Chamber of Commerce – Kevin Zeitler; American Rivers Alternate – Dave Steindorf

### RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF on a matter that is on the agenda. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation, or ask questions, regarding the agenda item. Following your remarks, the SBF Steering Committee and/or staff may respond to your comments or questions. *Under Government Code section 59454.3 the time allotted for presentations may be limited.* **Presentations are limited to three minutes per person.**

## CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE APRIL 6, 2016 REGULAR QUARTERLY MEETING** – minutes attached
2. **REIMBURSEMENT FROM THE SUPPLEMENTAL BENEFITS FUND TO THE CITY OF OROVILLE FOR ADMINISTRATIVE EXPENSES** – staff report, Bob Marciniak, SBF Program Specialist

The Committee may consider a request for reimbursement to the City of Oroville, in the amount of \$15,973.54 for the months April, May & June 2016, for SBF Administrative expenses.

Committee Action Requested: **AUTHORIZE THE SBF FUND ADMINISTRATOR TO SIGN INVOICE TRANSMITTAL NO. AE2016-3 FOR SBF REIMBURSEMENT IN THE AMOUNT OF \$ 15,973.54 RELATING TO SBF ADMINISTRATIVE EXPENSES.**

## REGULAR BUSINESS

3. **EXTENSION OF TERMS FOR EXPIRATION DATES OF SBF ADMINISTRATIVE ALLOCATIONS** – staff report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- a. Approve an extension of the agreement with Melton Design Group for design elements for a future Aquatic Center. The original approval was for \$20,000.00 with \$1,388.75 remaining. (expired 3/18/2015)
- b. Approve an extension of the agreement with ESA (Environmental Science Associates) for the Feather River Consolidated Master Plan. The original approval was for \$68,950.00 with \$49,537.54 remaining. (expires on 09/15/2016)
- c. Authorize an extension of the agreement with NPS (National Park Services) for a non-monetary grant to provide assistance with the Feather River Consolidated Master Plan. (expires on 06/30/2016)
- d. Approve an extension of the agreement with Oroville Veterans' Memorial Park Committee. The original approval was for \$112,000.00 with \$112,000.00 remaining. (expires on 10.20.2016)
- e. OR, provide direction to staff

4. **RECEIVE AND DISCUSS INFORMATION REGARDING REPURPOSING PREVIOUSLY APPROVED GRANTS.** – staff report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- a. Approve amending Resolution NO. 06-01, 1.4 to include a provision for repurposing previously approved grants (or)
- b. Provide direction to staff

**5. UPDATE ON THE PROGRESS OF THE REGIONAL FUND STRATEGIC PLAN (RFSP) 2016– staff report, Bob Marciniak, SBF Program Specialist**

Committee Action Requested:

- a. Receive the update information
- b. Discuss proposed low flow channel map
- c. Discuss geographic boundaries of the SBF
- d. Provide direction to staff

**6. UPDATE ON THE PROGRESS OF THE FEATHER RIVER CONSOLIDATED MASTER PLAN (FRCMP)**

Committee Action Requested:

- a. Receive the update information

**7. UPDATE ON OUTSTANDING GRANTS AND COMMITMENTS**

Committee Action Requested:

- a. Receive the update information

**8. UPDATE ON THE WILDFLOWER & NATURE FESTIVAL AND FEATHER FIESTA DAYS WHICH WERE COORDINATED BY UPSTATE COMMUNITY ENHANCEMENT FOUNDATION**

Committee Action Requested:

- a. Receive the update information

**STEERING COMMITTEE ADVISOR MEMBERS AND STAFF COMMENTS**

**9. DWR ADVISOR REPORT (Kevin Dossey)**  
Verbal report

**10. SWC ADVISOR REPORT (Tim Haines)**  
Verbal report

11. **SBF PROGRAM SPECIALIST REPORT** (Bob Marciniak)  
Written report attached

**CORRESPONDENCE** – None

**HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF Steering Committee on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the SBF Steering Committee or staff to a statement or question relating to a non-agenda item.

**SBF CHAIRPERSON CALL FOR AGENDA ITEMS**

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF Staff for the October 5, 2016 Regular Quarterly Meeting of the SBF Steering Committee.

**ADJOURNMENT**

The meeting will be adjourned. The next regular quarterly meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, October 5, 2016 at 5:30 p.m.

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***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.

## SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE



### APRIL 6, 2016 – REGULAR QUARTERLY MEETING

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**Note:** the following minutes provide a succinct recap of actions taken at the meeting. A complete recorded transcript is available by contacting the SBF Program Specialist at (530) 538-2518.

The agenda for the April 6, 2016, Regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee was posted at the front of City Hall and electronically on the City of Oroville website, [www.cityoforoville.org](http://www.cityoforoville.org) on Friday, April 1, 2016 at 2:15 P.M.

The April 6, 2016, Supplemental Benefits Fund Steering Committee Meeting was called to order by Chairperson David Pittman at 5:32 P.M.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by FRRPD General Manager, Apryl Ramage

#### ROLL CALL

Present: Voting Committee Members: Committee Members; Don Noble (FRRPD); Linda Dahlmeier (City of Oroville); Thil Chan Wilcox (City of Oroville); Vice Chairperson, Victoria Smith (FRRPD); and David Pittman (City of Oroville)

Absent Voting Committee Members: None

Advisory Committee Members (non-voting): Kevin Dossey, Department Water Resources; Kevin Zeitler, Oroville Area Chamber of Commerce, Dave Steindorf (Alternate) American Rivers

Absent Advisory Committee Members (non-voting): Steve Rothert – American Rivers; Tim Haines, State Water Contractors

H-1

**Others Present:**

Donald Rust, City of Oroville, Acting SBF Fund Administrator  
Bob Marciniak, SBF Program Specialist  
Scott Huber, SBF Legal Counsel (via speaker phone)  
Jamie Hayes, Recording Clerk  
Apryl Ramage, General Manager FRRPD

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS**

Tasha Levinson # 3; Greg Melton # 7

**CONSENT CALENDAR**

1. APPROVAL OF THE MINUTES OF THE JANUARY 20, 2016 REGULAR QUARTERLY MEETING – minutes attached
  
2. REIMBURSEMENT FROM THE SUPPLEMENTAL BENEFITS FUND TO THE CITY OF OROVILLE FOR ADMINISTRATIVE EXPENSES – staff report

COMMITTEE ACTION REQUESTED: **AUTHORIZE THE SBF FUND ADMINSTRATOR TO SIGN INVOICE TRANSMITTAL NO. AE2016-3 FOR SBF REIMBURSEMENT IN THE AMOUNT OF \$13,379.40 RELATING TO SBF ADMINISTRATIVE EXPENSES.**

Hearing no discussion, a motion was made by Committee Member Dahlmeier and seconded by Vice Chairperson Smith to approve the consent calendar.

The motion was passed by the following vote:

Ayes: Committee Members Noble, Dahlmeier, Wilcox, Vice Chairperson Smith and Chairperson Pittman.  
Noes: None  
Abstain: None  
Absent: None

**REGULAR BUSINESS**

3. REVIEW ORIGINAL APPROVAL AND EXTENSION DOCUMENTS OF FRRPD IRRIGATION WELL AT THE NELSON SPORTS COMPLEX AND CONSIDER A REQUEST TO RE-PURPOSE THE PREVIOUSLY APPROVED GRANT IN THE AMOUNT OF \$30,000 TO IRRIGATION REPAIRS & UPGRADES AT THE NELSON SPORTS COMPLEX – staff report, Bob Marciniak, SBF Program Specialist.

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Committee Action Requested:

- a. Review the previous documentation (then)
- b. approve the request as submitted (or)
- c. cancel the previous grant for a water well at the Nelson Sports Complex returning the allocated grant to unallocated SBF funds (or)

After discussion regarding the previous documentation, previous re-purposing requests and a previously denied NOFA request for irrigation repairs; a motion was made by Committee Member Noble to allow \$24,000 of the original grant to be re-purposed to irrigation improvements and repairs with the remaining \$6,000 returned to SBF unallocated funds. The motion was seconded by Committee Member Dahlmeier

The motion was passed by the following vote:

Ayes: Committee Members Dahlmeier, Wilcox, Noble; Vice Chairperson Smith and Chairperson Pittman.  
Noes: None  
Abstain: None  
Absent: None

**After the vote**, Chairperson Pittman directed staff to provide options for a written policy, or procedure, for future grant re-purposing requests, presenting those options at the Regular Quarterly SBF Meeting on July 6, 2016.

**4. REQUEST FROM FRRPD FOR A ONE YEAR EXTENSION ON GRANT #3109 ISSUED ON MARCH 3, 2015 TO ASSIST WITH ENVIRONMENTAL STUDIES FOR A PORTION OF THE BRAD FREEMAN TRAIL–** staff report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- a. Approve the request as submitted (or)
- b. Provide direction to staff

After discussion a motion was made by Committee Member Dahlmeier to approve the request as submitted. The motion was seconded by Vice Chairperson Smith.

The motion was passed by the following vote:

Ayes: Committee Members Dahlmeier, Wilcox, Noble; Vice Chairperson Smith and Chairperson Pittman.  
Noes: None  
Abstain: None  
Absent: None

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5. **CLOSE OUT REPORT NORTH FOREBAY AQUATIC CENTER 2015 GRANT** – staff report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- a. Receive the report

6. **DISCUSS AND SET 2016 – 2017 SBF ADMINISTRATIVE BUDGET** – staff report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- a. Approve the SBF Administrative Budget (or)  
b. Provide direction to staff

After discussion a motion was made by Committee Member Noble to approve the July 1, 2016 – June 30, 2017 SBF Administrative Budget. The motion was seconded by Vice Chairperson Smith.

The motion was passed by the following vote:

Ayes: Committee Members Dahlmeier, Wilcox, Noble; Vice Chairperson Smith and Chairperson Pittman.  
Noes: None  
Abstain: None  
Absent: None

7. **UPDATE ON THE PROGRESS OF THE REGIONAL FUND STRATEGIC PLAN (RFSP) 2016 UPDATED AD HOC COMMITTEE** – staff report, Bob Marciniak, SBF Program Specialist

Committee Action Requested:

- a. Receive the update information  
b. Discuss proposed low flow channel map  
c. Determine geographic boundaries of the SBF  
d. Provide direction to staff

The SBF Steering Committee was provided with an update as to the progress of the ad Hoc Committee. A discussion regarding a sample low flow channel map occurred with direction provided to staff to enhance the sample map and return at the next meeting with a few options. Staff was also directed to make certain that the sample maps reflect the Vision and Mission statements of the SBF. Don Rust advised the SBF Steering Committee that he had met with Eric Ginney from ESA who is working on the Feather River Consolidated Master Plan (FRCMP) and that it was important that the RFSP and the FRCMP are in synch with each other. Especially regarding maps.



8. **POSSIBLE FUNDS AVAILABLE FOR A 2016 NOTICE OF FUNDS AVAILABLE (NOFA)** – staff report, Bob Marciniak, SBF Program Specialist

Mr. Marciniak stated that the SBF currently had:

59,997.10	Unallocated
-8,000.00	April-June 2016 Admin budget shortfall
-28,000.00	July to December 2016 Admin budget
+6,000.00	Returned from previous FRRPD grant
29,997.10	Total funds available

After discussion, staff was directed to retain the \$29,997.10 in reserves. A 2016 NOFA will not be issued.

**STEERING COMMITTEE ADVISOR MEMBERS AND STAFF COMMENTS**

9. **SBF Program Specialist Report** (Bob Marciniak)

A written report was provided including SBF financial information. Mr. Marciniak also provided an update on the Oroville Veterans' Memorial Park for all of Butte County. He also distributed the new "Oroville the Fun Starts Here" maps funded by the SBF. The following ad Hoc Committees continue to meet:

a. RFSP ad Hoc Committee: Facilitator, Bob Marciniak. Committee Members, Smith and Wilcox. Advisors: Steindorf and Zeitler (Knaus)

b. Feather River Consolidated Master Plan ad Hoc Committee: Facilitator, Bob Marciniak. Committee Members, Dahlmeier and Smith. Advisors: Dossey and Zeitler (Knaus) Others: Ramage (FRRPD), Rust (City of Oroville) Wright (California State Parks)

c. Aquatic ad Hoc Committee: Facilitator, Bob Marciniak. Committee Members, Pittman and Noble. Advisors: Dossey (Murray), Steindorf and Zeitler (Knaus) Others: Ramage (FRRPD) Rust (City of Oroville) Wright (California State Parks)

d. Trail Safety ad Hoc Committee: Facilitator, Bob Marciniak. Committee Members, Pittman and Smith. (currently inactive)

10. **DWR Advisor Report** (Kevin Dossey)

Mr. Dossey provided information regarding the current and anticipated Lake Oroville levels. CBS Evening News with Scott Pelly will be featuring Lake Oroville and interview with Carl Torgersen, Chief Deputy Director, State Water Project

**11. SWC Advisor Report (Tim Haines)**

Mr. Haines advised that water deliveries will be in in the 40% range (double last year).

**CORRESPONDENCE**

- Chairman Pittman to Eric See, Chief FERC License Coordination Branch, Oroville Field Division. Mr. Pittman reported that he will be meeting with Mr. See this month.

**HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

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Tasha Levinson regarding calendaring of SBF meetings on the City of Oroville website. (Note: the City calendar has been updated)

**SBF CHAIRPERSON CALL FOR AGENDA ITEMS**

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF staff for the April 6, 2016 Regular Quarterly Meeting of the SBF:

- RFSP edits and updates (provided the ad Hoc Committee has completed the task)
- Policy or procedure options for re-purposing previously approved grants

**ADJOURNMENT**

The meeting was adjourned at 7:28 P.M. A Regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, July 6, 2016 starting at 5:30 P.M. in the Council Chambers of the City of Oroville.

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David Pittman, SBF Chairperson

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**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: AUTHORIZATION TO REQUEST REIMBURSEMENT TO THE  
CITY OF OROVILLE FOR SBF ADMINISTRATIVE EXPENSES**

**DATE: JULY 6, 2016**

**SUMMARY**

The Committee may consider approving a request for reimbursement to the City of Oroville in the amount of \$15,973.54, for SBF Administrative expenses for April, May & June 2016.

**DISCUSSION**

The expenses are within the guidelines of Contract # 460007302, Exhibit A, Attachment 1, Page 10 "...administrative duties include, but are not limited to, activities associated with management of the Fund." The amount of \$15,973.54 represents actual expenses verified against City of Oroville MOM electronic financial system charges from April 1, 2016 through June 30, 2016

**FISCAL IMPACT<sup>9920</sup>**

\$12,055.87 from unallocated funds was transferred to the budget line which closes out previously approved July 1, 2014 – June 30, 2016 Administrative Budget

**RECOMMENDATION**

SBF Steering Committee authorization to the City of Oroville for reimbursement in the amount of \$15,973.54

**ATTACHMENTS**

Budget Reconciliation  
Perma Budget/Actual Expenses

2-1

**Supplemental Benefits Fund (SBF)**

**Performa Budget/Actual Expenses/Variance**

**Administrative Expenses\* 2 Year Budget: \$90,240.00**

**Fiscal Year: 07/01/2014 to 06/30/2016**

<u>Month</u>	<u>Year</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance</u>	<u>DWR Billed</u>
July	2014	\$3,760.00	(\$3,464.44)	\$295.56	yes
August	2014	\$3,760.00	(\$3,514.74)	\$245.26	yes
September	2014	\$3,760.00	(\$3,443.28)	\$316.72	yes
October	2014	\$3,760.00	(\$4,961.20)	(\$1,201.20)	yes
November	2014	\$3,760.00	(\$3,788.00)	(\$28.00)	yes
December	2014	\$3,760.00	(\$3,443.28)	\$316.72	yes
January	2015	\$3,760.00	(\$3,828.37)	(\$68.37)	no*
February	2015	\$3,760.00	(\$3,737.90)	\$22.10	no*
March	2015	\$3,760.00	(\$3,853.62)	(\$93.62)	no*
April	2015	\$3,760.00	(\$4,328.82)	(\$568.82)	no*
May	2015	\$3,760.00	(\$5,332.91)	(\$1,572.91)	no*
June	2015	\$3,760.00	(\$3,680.38)	\$79.62	no*
July	2015	\$3,760.00	(\$3,041.12)	\$718.88	no*
August	2015	\$3,760.00	(\$4,998.01)	(\$1,238.01)	no*
September	2015	\$3,760.00	(\$4,020.74)	(\$260.74)	no*
October	2015	\$3,760.00	(\$6,083.93)	(\$2,323.93)	no*
November	2015	\$3,760.00	(\$3,583.20)	\$176.80	no*
December	2015	\$3,760.00	(\$3,838.99)	(\$78.99)	no*
January	2016	\$3,760.00	(\$3,917.62)	(\$157.62)	no*
February	2016	\$3,760.00	(\$5,332.64)	(\$1,572.64)	no*
March	2016	\$3,760.00	(\$4,129.14)	(\$369.14)	no*
April	2016	\$3,760.00	(\$7,190.01)	(\$3,430.01)	no*
May	2016	\$3,760.00	(\$4,467.59)	(\$707.59)	no*
June	2016	\$3,760.00	(\$4,315.94)	(\$555.94)	no*
<b>Totals:</b>		<b>\$90,240.00</b>	<b>(\$102,295.87)</b>	<b>(\$12,055.87)</b>	

\*funds on deposit with City of Oroville

**\* Administrative Expenses include the following:**

SBF Coordinator/ City of Oroville Salary & Ben	63%
Office expenses related to SBF	100%
Legal Expenses related to SBF	100%
Miscellaneous expenses related to SBF	100%

Actual details of line expenses are provided on the analysis of SBF Administrative expenses submitted with the City of Oroville reimbursement request.

Transfer from unallocated

**\$12,055.87**

**Analysis of SBF Administrative Expenses to be submitted for reimbursement**

<b><u>Category</u></b>	<b><u>Apr-16</u></b> (3 pay-periods)	<b><u>May-16</u></b>	<b><u>Jun-16</u></b>	
Program Specialist Salary	4,720.06	2,665.55	2,665.52	(April includes retro to 10/03/2015)
Educational stipend	78.12	78.12	78.12	
Temp Salaries	0.00	0.00	0.00	
Meeting Clerk	0.00	0.00	0.00	
Overtime	0.00	0.00	0.00	
Medicare	69.08	38.65	39.78	
Pers	679.27	472.81	502.56	
Pers Bond	437.12	249.95	257.06	
Health Insurance	619.43	621.09	620.28	
Pers Survivor Benefit	0.00	0.00	56.78	
Workmans Comp	25.49	14.40	14.40	
Unemployment Ins	15.62	15.62	15.62	
Postage Due/FedEX	0.00	0.00	0.00	
Office Supplies	104.05	0.00	65.82	
Postage/Xerox	0.00	0.00	0.00	
Meeting Expenses	327.50	0.00	0.00	(transcription service)
Travel	0.00	0.00	0.00	
Printing	114.27	0.00	0.00	
Stores Expense	0.00	0.00	0.00	
Legal	0.00	311.40	0.00	
Medical/Physical	0.00	0.00	0.00	
Advertising/Legal Notices	0.00	0.00	0.00	
Training Expense	0.00	0.00	0.00	
Credit: Fees collected for records search	0.00	0.00	0.00	(3 month total)
<b><u>Total</u></b>	<b><u>\$7,190.01</u></b>	<b><u>\$4,467.59</u></b>	<b><u>\$4,315.94</u></b>	<b><u>\$15,973.54</u></b>
<b><u>Total/GL</u></b>	<b><u>\$7,190.01</u></b>	<b><u>\$4,467.59</u></b>	<b><u>\$4,315.94</u></b>	<b><u>\$15,973.54</u></b>
<b><u>Difference</u></b>	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: EXTENSION OF TERMS OF FOUR UPCOMMING EXPIRATION  
DATES OF SBF ADMINISTRATIVE ALLOCATIONS**

**DATE: JULY 6, 2016**

**SUMMARY**

The SBF Steering Committee may consider approving the extension of terms of three upcoming expiration dates and one expired date of SBF Administrative Allocations

**DISCUSSION**

1. **Melton Design Group** for design elements of a future Aquatic Center. The original approval was for \$20,000 with \$1,388.75 not encumbered. This administrative allocation was approved on March 18, 2014 for one year. Due to an oversight an extension request was not processed. We are continuing to work with the company and expect a final bill for the unencumbered balance.
2. **ESA** (Environmental Science Associates) for the Feather River Consolidated Master Plan. The original approval was for \$68,950 with \$49,537.23 unencumbered. This administrative allocation was approved on September 15, 2015 for one year. After meeting with the consultants they are estimating that it may take until the end of 2016 to complete the plan.
3. **NPS** (National Park Services) for a non-monetary grant that was received in conjunction with the work on the Feather River Consolidated Master Plan. NPS grants expire at the end of their fiscal year.
4. **Oroville Veterans' Memorial Park Committee:** for the construction of identified multiple improvements at the Oroville Veterans' Memorial Park. Construction is planned to begin on August 8, 2016 with completion anticipated on November 7, 2016. The existing agreement expires on October 20, 2016. Butte County, the project manager has requested a ninety (90) day extension of the agreement.

## **FISCAL IMPACT**

None, funds have previously been allocated

## **RECOMMENDATION**

Note: one year extensions are being recommended even though it is anticipated that each of the following we be concluded in a shorter time frame.

1. Melton Design Group, approve a one-year extension (or) provide direction to staff.
2. ESA (Environmental Science Associates) approve a one-year extension (or) provide direction to staff.
3. NFS (National Park Services) approve a request for a one-year extension (or) provide direction to staff.
4. Oroville Veterans' Memorial Park Committee, approve the requested ninety (90) day extension (or) provide direction to staff.

## **ATTACHMENTS**

1. Melton Design Group Agreement
2. ESA Agreement
3. NFS Request for extension letter
4. Extension request letter from Butte County regarding Oroville Veterans' Memorial Park Committee Agreeemnt
5. Oroville Veterans' Memorial Park Committee Agreement

## AGREEMENT BETWEEN CITY OF OROVILLE AND MELTON DESIGN GROUP

**THIS AGREEMENT** is entered into as of the 18th day of March, 2012, between the City of Oroville (City) and Melton Design Group (Grantee). City and Grantee hereby agree as follows:

### RECITALS

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant of up to \$20,000 (\$11,775 fixed and \$8,225 - time & materials) for any additional work related to Exhibit A for Landscape Architectural Design Concepts for an envisioned Oroville Aquatic Center (Project) as described in Exhibit A attached to this Agreement; and
- B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.

1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee for. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
2. **Grant Amount.** City shall provide a grant in the amount of not to exceed \$20,000.00 to Grantee to assist in Architectural Design Concepts for an envisioned Oroville Aquatic Center in Oroville, California.
3. **Term of Agreement.** The term of this Agreement will begin on March 18, 2014 and terminate on March 18, 2015, or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.

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4. **Incorporation of Provisions.** This Agreement incorporates the following exhibits as if fully set forth herein:

Exhibit A. Project

Exhibit B. Standard Provisions

Exhibit C. Work Plan and Budget

Exhibit D. Payment Request Transmittal

5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.

6. **Project Manager:**

The Project Manager for Grantee is:

Greg Melton, Principal, Melton Design Group

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Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

Notices by Grantee's Project Manager shall be sent to:

**City of Oroville**

**SBF Fund Administrator**

**1735 Montgomery Street**

**Oroville, California 95965**

Notices by City shall be sent to:

Greg Melton, Principal, RLA  
Melton Design Group  
309 Wall Street  
Chico, CA 95928

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.
8. **Monthly Reports.** Grantee shall submit detailed monthly progress reports relating to the Project for review and approval by City. The monthly reports shall be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The monthly progress reports shall summarize expenditures, personnel hours and itemize completed activities, on-going activities, and problems to be resolved. Expense reports shall include a detailed description of work performed on the Project and an accounting of expenses incurred for each activity. The Project expense reports shall also include, but not be limited to, contractors and vendor invoices, employee time sheets, receipts for equipment and supplies, and true-up of actual expenses versus projected expenses.
9. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for

reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within fifteen (15) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City shall provide the amount requested by Grantee within fifteen (15) days thereafter. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement.

Grantee may submit invoices to City no more than once every fifteen (15) days.

10. **Final Written Report.** Upon completion of the Project, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring and maintenance of the Project.


The report shall include a complete list of all the costs of the Project and proof of payment of such costs, photographs of restoration activities and techniques and shall include photographs of community participation in planning activities of the Project. Grantee shall provide Project photos showing the monthly progress of the Project.

11. **Work Plan and Budget.** Items included in the attached Work Plan and Budget, Exhibit A, and designated for funding by City may be undertaken by Grantee only after City's written approval.
12. **Maintenance.** Not applicable.
13. **Insurance.** Appropriate Insurance coverage.

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

**CITY OF OROVILLE**

**MELTON DESIGN GROUP**

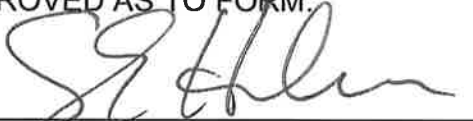
By:   
Linda L. Dahlmeier, Mayor

By:   
Greg Melton, Principal, RLA


**SUPPLEMENTAL BENEFITS FUND**

By:   
Loren Gill, SBF Chairperson

APPROVED AS TO FORM:

By:   
Scott E. Huber, City Attorney

ATTEST:

By:   
Randy Murphy, City Clerk

Attachments:      Exhibit A – Project  
                            Exhibit B – Standard Provisions  
                            Exhibit C – Work Plan and Budget  
                            Exhibit D – Payment Request Transmittal

**EXHIBIT A  
PROJECT DESCRIPTION**

The scope of work under this agreement includes conceptual design, feasibility and costs. Melton Design Group will be coordinating with a commercial pool builder to bring the latest cost and design opportunities to the project. Melton Design Group will also work with closely with the SBF Steering Committee, California State Parks, California Department of Water Resources, FRRPD and the City of Oroville all primary stakeholders of the envisioned project.

Design elements will be focused on the Oroville North Forebay and the Nelson Field Sports Complex.

**EXHIBIT B  
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this

Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material default of this Agreement by Grantee or City, either party shall give written notice to the

other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.



**EXHIBIT C  
WORKPLAN AND BUDGET**

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**EXHIBIT D  
PAYMENT REQUEST TRANSMITTAL  
SBF GRANT APPROVED 03/18/2014  
NOT TO EXCEED \$20,000.00**

**Submit at: Completion or as a progress payment request**

**Date:**

**To:** City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, CA 95965

**From:** Melton Design Group  
309 Wall Street.  
Chico, CA 95928

**Subject:** Request for Reimbursement

**Project:** Oroville Aquatic Center Design Elements

**Amount Requested: \$**

**Summary of Reimbursement Request:**

(The summary should include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)

CITY OF OROVILLE  
RESOLUTION NO. 8195

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND MELTON DESIGN GROUP IN THE AMOUNT OF \$20,000 FOR LANDSCAPE ARCHITECTURAL DESIGN CONCEPT FOR THE ENVISIONED OROVILLE AQUATIC CENTER**

**(Agreement No. 3060)**

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

1. The Mayor is hereby authorized and directed to execute a Funding Agreement with Melton Design Group in the amount of \$20,000.
2. The City Clerk shall attest to the adoption of this Resolution.


**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on March 18, 2014, by the following vote:

AYES: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None

  
\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

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

ATTEST:

  
\_\_\_\_\_  
Randy Murphy, City Clerk

3-14

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**OROVILLE FEATHER RIVER CONSOLIDATED MASTER PLAN (FRMP)**

This Agreement is made and entered into as of **September 15, 2015**, by and between the **City of Oroville**, a municipal corporation as **Administrator of the Supplemental Benefits Fund** ("City") and **ESA (Environmental Science Associates)** ("Consultant").

**RECITALS**

- A. Consultant is specially trained, experienced and competent to complete services as specified in the Request for Proposals for the City of Oroville as required by this Agreement; and
- B. 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 furnish the following services in a professional manner. Consultant shall perform the scope of services described in Exhibit - A, which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all work tasks identified in the Scope of Work are completed as agreed upon by June 1, 2016.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit - A, which is attached hereto

3-15

and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of sixty eight thousand nine hundred and fifty dollars (\$68,950) 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 deficiencies were known to the Agency 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 City receives the detailed invoice.

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 for work completed under this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or

completion of this Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
  - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or



indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
  - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
- The consultant is required to obtain a City of Oroville business license.**
16. 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, and to the extent caused by, its negligent act, error or omission, or willful misconduct in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement.
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: **Donald Rust, Acting City Administrator**  
**City of Oroville**  
**1735 Montgomery Street**  
**Oroville, CA 95965-4897**

If to Consultant: **Eric Ginney, Project Director**  
**ESA**  
**2600 Capitol Avenue, Suite 200**  
**Sacramento, CA 95816**

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. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of 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 a state court in the County of Butte, or in 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 party 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. 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.

27. 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.
28. 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.
29. 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.

30. 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**

**CONSULTANT**


By:   
Linda L. Dahlmeier, Mayor

By:   
Ann Borgonovo, P.E. (ESA)

Business License No. 10002089

**APPROVED AS TO FORM:**

**ATTEST:**

By:   
Scott E. Huber, City Attorney

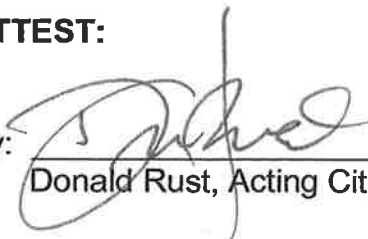
By:   
Donald Rust, Acting City Clerk

Exhibit A – Scope of work

- Project Approach
- Project Schedule
- Fee Schedule

Exhibit B – Insurance Requirements

# Exhibit A - Scope of Work

## Project Approach

### Task 1: Project Initiation

ESA Team proposes to initiate work with a kickoff meeting between the project team, the SBF Committee, the City, and relevant agency staff, to review the proposed approach and scope of work and determine what modifications to the work plan and schedule, if any, are necessary, and to clarify the desired parameters of the **Feather River Consolidated Master Plan**. During this meeting, we will also address all the Background Information and review the content of our initial Opportunities and Constraints Analysis.

This effort includes three main components: (Task 1.1) a review of existing information, (Task 1.2) a reconnaissance-level site visit, and (Task 1.3) an opportunities and constraints analysis.

Additionally, we will address/confirm:

1. Intended uses of the Feather River Consolidated Master Plan.
2. Desired level of planning and CEQA.
3. A list of regulatory constraints and identify all environmental impacts and some potential mitigations.

We will prepare a CEQA Initial Study Checklist that identifies the most likely compliance strategy which will identify all the potential environmental impacts. We would like to initiate a conversation that addresses what is and isn't "on the table" in the plan. For instance, *are there activities and proposed projects in our lists that the SBF Committee would like to emphasize in the next 15-20 years? Are there historic choices the SBF Committee would like to steer away from?* The proposed composite graphic will identify and prioritize these "potential developments" identifying: (1) Existing Conditions in FRMP identified area; (2) Planned development and its timetable; and (3) Potential development and opportunities.

The Opportunity and Constraints analysis will utilize the Initial Study checklist, and also clearly frame the existing and planned *Water-Related and Land Based amenities and improvements*. Like the composite graphic this framework plan will identify elements that present conflicts or opportunities.

Task 1.1 Review Background Information. We will review a range of documents that describe local and regional plans and planning efforts as well as the existing conditions of the natural (e.g. hydrologic, geomorphic, ecological) and built (e.g. demographics, economic, cultural) environments along and within the Feather River corridor. We will use information from this task to prepare a CEQA Initial Study Checklist and inform the reconnaissance-level site visit described in Task 1.2, and incorporate it into the Opportunities and Constraints Analysis described in Task 1.3.

- a) Management Plans, Aesthetics, Land Use, and Recreation. We will review existing and current local and regional plans and planning efforts to promote consistency across planning documents. From these documents, we will compile relevant information for the River Plan, including goals, objectives, and desired outcomes of the various plans, and a list of applicable regulatory and policy considerations outside of the typical CEQA and federal/state/local permitting processes.

- b) Biological Resources: We will review relevant reports, studies, and other available information, as appropriate, to characterize and better understand the biological resources of the Feather River.
  - c) Cultural Resources: We will conduct an archival and records research within a ¼-mile radius of the project area.
  - d) Hydrology /Geomorphology: We will review existing information describing hydrology and geomorphology of the project reach, including relevant reports from DWR and partner agencies, USGS Open File reports, historic aerial photographs, and studies. Our previous Feather River channel and floodplain restoration work for DWR will be leveraged into this task area.
- Deliverables: Completed CEQA Check List and graphics of data needs.

Task 1.2 Area Reconnaissance. We will perform a one-day field reconnaissance of the river planning area (North Forebay to Afterbay Outlet) to help summarize baseline site information, describe the river corridor's environmental, visual, and social character, and identify potential opportunities and constraints for environmental and recreational enhancement, redevelopment, and other Plan priorities. We will identify which reaches could be more suitable for ecological enhancement, development, active recreation, passive recreation, and other uses. We will gather information on the existing biological setting, and pay particular attention to existing resource characteristics and land use opportunities/constraints, which are important to address in recognizing the value of the Feather River landscape as a wildlife corridor and a recreational amenity.

Task 1.3 Opportunities and Constraints Analysis. ESA will incorporate the results of the information review in Task 1.1 and the field assessment of Task 1.2 into an analysis that describes opportunities and constraints by river reach. This analysis and composite plan will use environmental data to support the development of feasible project alternatives, as well as provide a foundation document for incorporation into any future CEQA analysis. Conducting an Opportunities and Constraints analysis early in the planning process simplifies the future task of environmental review.

We will utilize GIS to map a relevant suite of environmental, recreational and social attributes, proposed and existing building footprints, and infrastructure. We will use existing information and new geospatial analyses to assign each river reach an appropriate level and intensity of use, ranging from primitive to developed, and identify reach-specific opportunities and constraints for recreation, environmental protection, new development, and redevelopment. This analysis will allow the Master Plan to describe each reach's unique character from resource- and use-oriented perspectives.

Deliverables:

- The kick-off meeting will result in a final scope, budget, and schedule. Held on the same day as the kick-off, a brief visit to each of the five river reaches will be completed.
- Technical Memorandum: Project Setting – Base Map, Opportunities and Constraints Analysis, and GIS-mapping, as appropriate
- Regulatory constraints and environmental impacts
- Existing and proposed Conditions with development timeline
- Water-related and Land based amenities and improvement plan



## Task 2: Project Schedule: Meetings, Public Outreach, Presentations and Task Review

- a) **Develop project schedule and define task-related goals and objectives for the master planning process.** This task will provide us with an opportunity to discuss the SBF Committee's desired timeframe for Master Plan development, including appropriate milestones for deliverable review and revision.
- b) **Identify the Community's Highest and Most-Relevant Priorities.** As previously discussed there have been years of public input, workshops, and plans that we will build upon. ESA and MDG have been involved in many of these previous efforts and we look forward to engaging the community as a collaborator and facilitator in *Feather River Consolidated Master Plan* development. Feedback from these efforts will help broaden the possible suite of projects to be considered in the Consolidated Master Plan, identify opportunities and constraints that could have been missed during earlier project phases, and give the community a sense of ownership over the document and its implementation.
- c) **Framework for public outreach and partner involvement.** The ESA Team will approach public engagement in a variety of ways, especially if the SBF Committee has access to other sources of support (e.g., NPS support). This may include both straightforward presentations to Committees and Boards, as well as more-interactive "person to person" workshops. The scope and magnitude of this effort will be limited by available budget, and determined via work in parts *a* and *b* of this task. We will use the City of Oroville website as our base of information for users to tap regularly for updates, reports and meeting times. We will send all information to the City of Oroville, and City staff will be responsible for posting the information.

Deliverables: Project task layout and schedule; resolved public outreach approach/scope; defined list of community priorities.

## Task 3: Develop the Draft Feather River Consolidated Master Plan – "THE UMBRELLA"

After describing the opportunities and constraints by reach, we would initiate development of the Draft Feather River Consolidated Master Plan by assigning appropriate locations along the River for each of the previously identified/proposed projects as well as new projects identified through the opportunities and constraints analysis. We will identify the most viable locations for the projects within the context of the five reaches and the FERC-mandated in-river PM&Es. This Draft *Feather River Consolidated Master Plan* FRMP will help communicate a vision for each river reach providing a UMBRELLA STRATEGY for the Feather River as a whole. The ESA proposal includes a draft Table of Contents (TOC) for the Plan. Based on that draft TOC, we expect to decide upon the ultimate content/format of the document in consultation with the SBF Committee.

An important aspect of the FRMP is facilitating mutually beneficial relationships between projects, partner agencies, and private development, and this will be incorporated into the document. This portion of the document will outline potential relationships and explain their benefits in terms of outcomes, cost savings, and self-mitigation. We will describe each project within the dual contexts of: (1) achieving Master Plan goals and objectives; and (2) consistency with previously identified opportunities and constraints.

Where appropriate, we will identify alternatives for river reaches or sub-reaches that consider different management emphases and/or implementation costs. Master Plan exhibits will include color renderings to identify river reach areas, project locations, characteristics and beneficial project/agency relationships. The descriptions of project improvements

will be limited to a general description, project area footprint and simple renderings of the opportunity. To the extent budget permits, the ESA team will prepare a description of preliminary cost projections and potential funding sources that would help the SBF Committee develop a long-term strategy for prioritizing and implementing the improvements discussed in the plan. The cost projection memorandum would include information on new revenue-making opportunities (tourism, power production, etc.), potential grants for resource enhancement activities, public access and ADA compliance work, and future funding opportunities. To the extent budget provides, the ESA Team will prepare an economic analysis of the projects proposed within the Feather River Consolidated Master Plan to help the SBF Committee identify their relative costs and benefits. The final section of the Master Plan will summarize projects that work well together, generating reach-wide benefits that are more than the sum of their individual parts. It will propose a basic phasing schedule, identifying priority "critical path" projects that make it easier to implement subsequent projects. This section will also provide a list of potential funding options for different project phases.

We will compile an electronic version of the Draft *Feather River Consolidated Master Plan* and transmit it to City staff as the SBF Administrator. The budget for this task includes time for one meeting with staff to discuss the Draft *Feather River Consolidated Master Plan*, as well as time to prepare and present the draft *Feather River Consolidated Master Plan* to the public and SBF Committee at a single public meeting. We will review the comments documented through the Draft *Feather River Consolidated Master Plan* review process, and revise the document, as appropriate, to produce the Final *Feather River Consolidated Master Plan*.

Deliverables: Draft Feather River Consolidated Master Plans; one meeting with staff, and one public presentation at an SBF Committee meeting.

## Task 4: Final Consolidated Master Plan

The development of the final Plan is a process of refinement, verification and completion. The ESA Team will work to develop final graphics, verify information and finalize all the comments and input from the City review process. We assume it will take the City (as administrator) two weeks to compile the comments from the SBF Committee for transmittal to the ESA team, and that it will take the ESA Team three weeks to produce the Final *Feather River Consolidated Master Plan*. ESA will provide digital and hard copies of the final document and will meet with SBF Steering Committee to walk them through the document identifying how the Plan will be used and implemented.

Deliverables:

- Final Feather River Consolidated Master Plans, one meeting with staff, and one public presentation at an SBF Committee meeting. Product Delivery.
- Eight bound / Eight un-bound / 3 digital copies of the Oroville Feather River Consolidated Master Plan.

## Project Schedule

Project schedule assumes a fully-executed contract is completed by September 4, 2015. Schedule may be modified as per work in Tasks 1 and 2.

Task	Proposed Date of Completion
<b>Task 1: Project Initiation</b>	--
<u>Task 1.1</u> <u>Review Background Information</u>	<ul style="list-style-type: none"> <li>• <u>October 9</u> (draft to SBF; 4 week review/comment period)</li> </ul>
<u>Task 1.2</u> <u>Area Reconnaissance</u>	<ul style="list-style-type: none"> <li>• Completed during the <u>week of October 12</u></li> </ul>
<u>Task 1.3</u> <u>Opportunities and Constraints Analysis</u>	<ul style="list-style-type: none"> <li>• <u>November 15</u> (draft to SBF; 4 week review/comment period)</li> </ul>
<b>Task 2: Project Schedule: Meetings, Public Outreach, Presentations and Task Review</b>	<ul style="list-style-type: none"> <li>• Refined Project Task Schedule and Public Outreach Approach: <u>7 days from completion of Task 1.2 (approx. October 16)</u></li> <li>• Public outreach efforts (e.g., presentations &amp; meetings) will be ongoing until completion of Task 3</li> </ul>
<b>Task 3: Develop the Draft Feather River Consolidated Master Plan – “THE UMBRELLA”</b>	<ul style="list-style-type: none"> <li>• <u>February 19</u> (draft to SBF; 6 week review/comment period)</li> </ul>
<b>Task 4: Final Consolidated Master Plan</b>	<ul style="list-style-type: none"> <li>• <u>April 29</u> (assume 3 weeks for ESA team to respond to comments on draft Plan)</li> </ul>

## Fee Schedule

**Table 1: Hourly Rates for Key Staff**

Employee	Role	Hourly Billing Rate
Eric Ginney	Project Director	\$205
Greg Melton	Principal Landscape Architect	\$125
Shawn Rohrbacker	Landscape Architect	\$95
Eric Zigas	Strategic Advisor	\$205
Steven Spickard	Recreation Economist	\$175
	Support Staff (ESA)	\$75
	Support Staff (MDG)	\$65

**Table 2: Printing/Reproduction Rates**

Item Rate/page	Item Rate/page
8 1/2 x 11 b/w \$0.05	8 1/2 x 11 b/w \$0.05
11 x 17 b/w \$0.10	11 x 17 b/w \$0.10
8 1/2 x 11 color \$1.00	8 1/2 x 11 color \$1.00
11 x 17 color \$1.50	11 x 17 color \$1.50
Covers \$0.50	Covers \$0.50
Binding \$1.00	Binding \$1.00
HP Plotter \$25.00	HP Plotter \$25.00
CD \$10.00	CD \$10.00
Digital Photography \$20.00 (up to 50 images)	Digital Photography \$20.00 (up to 50 images)

# Exhibit B – Insurance Requirements

## INSURANCE REQUIREMENTS FOR CONTRACTORS

At no additional cost to City, Grantee or Grantee's Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors.

### A. MINIMUM SCOPE OF INSURANCE:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation as required by the State of California and Employer's Liability Insurance.

### B. MINIMUM LIMITS OF INSURANCE:

Grantee or Grantee's Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### D. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

##### 1. General Liability and Automobile Liability Coverage.

- a. The City, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee or Grantee's Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee or Grantee's Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee or Grantee's Contractor's insurance, or as a separate owner's policy.
- b. For any claims related to this project, the Grantee or Grantee's Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30)** days' prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an contract to indemnify the additional insured

#### E. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Bests' rating of no less than A:VII.

**F. VERIFICATION OF COVERAGE:**

Grantee or Grantee's Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**G. SUBCONTRACTORS:**

Grantee or Grantee's Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CITY OF OROVILLE  
RESOLUTION NO. 8426

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND ENVIRONMENTAL SCIENCE ASSOCIATES, IN THE AMOUNT OF \$68,950, FOR THE PREPARATION OF THE FEATHER RIVER CONSOLIDATED MASTER PLAN

(Agreement No. 3145)

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with Environmental Science Associates in the amount of \$68,950.
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 September 15, 2015, by the following vote:

AYES: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier


NOES: None

ABSTAIN: None

ABSENT: None

  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

  
Scott E. Huber, City Attorney

ATTEST:

  
Donald Rust, Acting City Clerk

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IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE  
PACIFIC WEST REGION  
333 Bush Street, Suite 500  
San Francisco, CA 94104-2828



L6016(PWR-PR)

June 24, 2016

Dear Project Partner:

We have enjoyed working with you in 2016 and highly value the progress we have already made together.

Due to another high demand for our assistance and limited staffing we ask our current project partners in need of a second year of assistance, to submit a renewal letter, coordinating with your RTCA project staff person. Your request should include a summary of project goals, accomplishments to date, and needs for the upcoming year. Specifically, please address the following questions:

- What project accomplishments were achieved over the last year?
- What obstacles did you encounter in 2016 that affected project momentum?
- How has technical assistance from NPS, RTCA benefited your project?
- What are your project goals, tasks and timeline for October 1, 2016 - September 30, 2017?
- What specific tasks would you like RTCA to contribute to achieve these goals?
- What is the expected involvement/contribution from project partners in achieving these goals?

We look forward to receiving your request for continued assistance. While we anticipate involvement in many of our current projects to continue, we may conclude others. If full project support is not possible, a short-term consultation may be an option.

Renewal letters must be received on/before Monday, August 1. Please email your request for continuing assistance to [Barbara\\_Rice@nps.gov](mailto:Barbara_Rice@nps.gov) or by mail (postmarked by August 1) to:

National Park Service, Pacific West Region  
ATTN: Barbara Rice, RTCA Program Manager  
333 Bush Street, Suite 500  
San Francisco, CA 94104-2828

If you have any questions, please email or phone me at [Barbara\\_Rice@nps.gov](mailto:Barbara_Rice@nps.gov) or 415-623-2320 or consult with your RTCA project staff. Thank you!

Barbara Rice, RTCA Program Manager, PWR

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## Bob Marciniak

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**From:** Rice, Barbara <barbara\_rice@nps.gov>  
**Sent:** Thursday, June 23, 2016 10:31 AM  
**To:** Bob Marciniak  
**Cc:** Eric Ginney; Greg Melton  
**Subject:** NPS RTCA FY 17 Renewal Request Due By August 1  
**Attachments:** FY 17 NPS RTCA Renewal Request.pdf

Hi Bob,

As mentioned here is the request for NPS RTCA renewal letter. Let me know if you have any questions. We need this simple letter form the city to plan for FY 17.

Thank you,

Barbara

---

Barbara Rice, Program Manager  
Rivers, Trails, & Conservation Assistance Program  
National Park Service, Pacific West Region  
333 Bush Street, Suite 500  
San Francisco, CA 94104  
415-623-2320  
[www.nps.gov/rtca](http://www.nps.gov/rtca)





IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE  
PACIFIC WEST REGION  
333 Bush Street, Suite 500  
San Francisco, CA 94104-2828



L2623(PWR-PR)

October 30, 2015

Bob Marciniak  
SBF Program Specialist  
City of Oroville Fund Administrator SBF  
1735 Montgomery Street  
Oroville, CA 95965

City of Oroville  
Administration  
2015

Dear Mr. Marciniak:

Thank you for your application for assistance from the National Park Service (NPS), Rivers, Trails and Conservation Assistance (RTCA) Program. We are pleased to inform you that we have selected your project as one of 54 projects and consultations in the Pacific West Region that will receive assistance in the federal fiscal year 2016. We are excited to be able to collaborate with you and other partners in your community in support of this project.

We ask the following of you and other project partners during our work together:

- Jointly participate in the development of a work plan that outlines RTCA and project partner goals, roles and responsibilities, and expected time commitments;
- Commit significant time and resources (financial, in-kind, overhead, etc.), along with other project partners, to match our assistance;
- Acknowledge and credit NPS assistance in project related press releases, promotional materials, maps, and publications linked to the NPS RTCA supported effort;
- Provide copies of print and digital outreach products and media to RTCA staff as well as final project products including concept plans, design products, maps and other project materials;
- Complete a Project Close-Out Report at the end of NPS assistance.

RTCA recognizes that broad-based, community-driven planning projects take time. If the project goals and outcomes are not realized this fiscal year, you may request a second year of NPS assistance by submitting a Continuing Project

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Application by August 1, 2016. RTCA does not typically provide assistance beyond two years. Additionally we encourage you and your partners to use the value of our technical assistance to leverage additional project resources and as a match for non-federal grants.

We look forward to a successful year of collaboration with you and your project partners. Please feel free to contact me anytime at 415-623-2320 to discuss any issues or concerns you might have regarding NPS assistance. Thank you for your interest in the National Park Service.

Sincerely,



Barbara Rice, Program Manager, RTCA



**General Services**

Dennis Schmidt, Assistant Director

**Administration Division**

2081 2<sup>nd</sup> Street  
Oroville, California 95965

T: 530.538.2761  
F: 530.538.6760

[buttecounty.net/generalservices](http://buttecounty.net/generalservices)  
[dschmidt@buttecounty.net](mailto:dschmidt@buttecounty.net)

June 28<sup>th</sup>, 2016

Mr. Bob Marciniak  
City of Oroville – Program Specialist  
Supplemental Benefits Fund and Community Relations  
1735 Montgomery Street, Oroville, CA 95965

RE: Oroville Veterans Memorial Park Project Quarterly Report and Request for Amendment to Agreement (60 Day Time Extension)

Dear Mr. Marciniak,

Please find below the second quarterly report for the Oroville Veterans Memorial Park Project, as required under the Agreement No. 3153. The County continues to make good progress on this project, with the following items being accomplished during April, May and June, 2016.

Progress this quarter:

- Plans, specifications and estimates have been completed to 100% level by NorthStar Engineering
- A request for proposals was issued for CCTV Security System Design and Installation
- Two of the existing signs were moved to a new location away from the active construction zone
- One new sign was created and installed, with the DWR and SBF Logo's
- A Public Celebration was held on May 25<sup>th</sup>, 2016 to celebrate this next phase of the project
- Project has been advertised and posted on Publicpurchase.com, with bids scheduled to be opened on Thursday, June 30<sup>th</sup> at 11am

Financial Update:

SBF Funding	\$112,000.00
Required Match (Veterans Memorial Park Committee Contribution)	\$ 46,750.00
Butte County General Fund Contribution (per 1/26/16 BOS action)	\$219,250.00
Total Budget	<u>\$378,000.00</u>

340

FY 15/16 Expenditures to date:

Engineers/Architects	\$19,121
Force Account, Project Mgmt Labor and Misc. Supplies	\$ 4,163

Projected Additional Expenditures:

Landscape Design and Bid Assistance	
NorthStar Engineering & Sub consultants	\$ 27,084

Construction (estimated)	\$279,795
Permits	\$ 2,000
CCTV Security System Improvements	\$ 25,000
Project Management/Surveying & Staking/Quality Control	<u>\$ 20,837</u>
Total Projected Expenses	\$378,000

Schedule:

Open Bids	6/30/16
BOS Award of Contract	7/26/16
Notice to Proceed	8/8/16
Begin Construction	8/8/16
Complete Construction	11/7/16
Acceptance by BOS and Approve filing Notice of Completion	12/6/16

**AGREEMENT BETWEEN  
CITY OF OROVILLE AND  
OROVILLE VETERANS' MEMORIAL PARK COMMITTEE**

**THIS AGREEMENT** is entered into as of the 20th day of October 2015, between the City of Oroville (City) and the Oroville Veteran's Memorial Park Committee (Grantee). City and Grantee hereby agree as follows:

**RECITALS**

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant of \$112,000.00 towards the construction of the multiple improvements at the Oroville Veterans' Memorial Park for all of Butte County (Project) as described in Exhibit A (page xx and Page xx) attached to this Agreement; and
  - B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee towards the construction of various improvements at the Oroville Veterans' Memorial Park in Oroville, California. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
  2. **Grant Amount.** City, as the administrator of the Supplemental Benefits Fund, shall provide a grant in the amount of \$112,000.00 to Grantee towards the construction of the identified multiple improvements at the Oroville Veterans' Memorial Park in Oroville, California as detailed in Exhibit A.

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3. **Term of Agreement.** The term of this Agreement will begin on October 20, 2015 and terminate on October 20, 2016, or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.
  
  4. **Incorporation of Provisions.** This Agreement incorporates:
    - Exhibit A. Project
    - Exhibit B. Standard Provisions
    - Exhibit C. Work Plan and Budget
    - Exhibit D. Payment Request Transmittal
  
  5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.
  
  6. **Project Manager:**  
The Project Manager for Grantee is:  
Dennis Schmidt, Assistant Director Butte County General Services
- 

Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, California 95965



Notices by Grantee's Project Manager shall be sent to:

**City of Oroville**  
**SBF Fund Administrator**  
**1735 Montgomery Street**  
**Oroville, California 95965**

Notices by City shall be sent to:

**Dennis Schmidt, Assistant Director**  
**Butte County General Services**  
**2081 2<sup>nd</sup> Street**  
**Oroville, CA 95965**

(And)

**Stu Shaner, President**  
**Oroville Veterans' Memorial Committee**  
**P.O. Box 2586**  
**Oroville, CA 95965**

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations. **Note:** *CEQA Compliance was provided in the grant application.*
8. **Quarterly Reports.** Grantee shall submit detailed quarterly progress reports relating to the Project for review and approval by City. The quarterly reports shall also be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The quarterly progress reports shall summarize expenditures; itemize completed activities, on-going

activities, and problems to be resolved. Expense reports shall include a detailed description of work performed on the Project and an accounting of expenses incurred for each activity. The Project expense reports shall also include, but not be limited to, contractors and vendor invoices, employee time sheets, receipts for equipment and supplies, and true-up of actual expenses versus projected expenses.

9. **Matching Funds Requirement.** The first \$37,000 expended on the project shall have a 25% (9,250) match of documented in-kind services or cash or a combination thereof, and the remaining \$75,000 expended on the project shall have a 50% (\$37,500) match of documented in-kind services or cash or a combination thereof. The total match required for this grant is \$46,750.
  
10. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within ten (10) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City shall provide the amount requested by Grantee at the next available bi-weekly check cycle. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement. City will not issue any reimbursement to Grantee if Grantee has failed to comply with all terms of this Agreement, except those terms which will occur after the reimbursement request.

Grantee may submit invoices to City no more than once every thirty (30) days.

11. **Final Written Report.** Upon completion of the Project, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring and maintenance of the Project.  
  
The report shall include a complete list of all the costs of the Project and proof of payment of such costs, photographs of any restoration activities and techniques and shall include project photos showing the monthly progress of the Project.
12. **Work Plan and Budget.** Items included in the attached Work Plan and Budget, Exhibit C, and designated for funding by City may be undertaken by Grantee only after City's written approval.
13. **Maintenance.** Grantee and/or the property owner (Butte County agrees to maintain the Project in good condition.
14. **Insurance.** Before and during construction of the Project, Grantee or Grantee's contractor shall obtain and maintain. If appropriate, insurance coverage.
15. **Funding Acknowledgement.** The Grantee agrees to post in a prominent place the SBF plaque containing the SBF logo and acknowledging that funding for the project, in part, was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR).
16. **Public Accessibility.** Grantee, its successors and/or assigns, shall make the Project available to the public in perpetuity. This section shall survive termination of this Agreement.

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

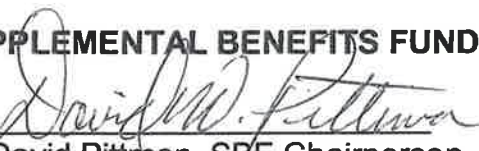
**CITY OF OROVILLE**

**OROVILLE VETERANS'  
MEMORIAL COMMITTEE**

By:   
Linda L. Dahlmeier, Mayor


By:   
Stu Shaner, President

**SUPPLEMENTAL BENEFITS FUND**

By:   
David Pittman, SBF Chairperson

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

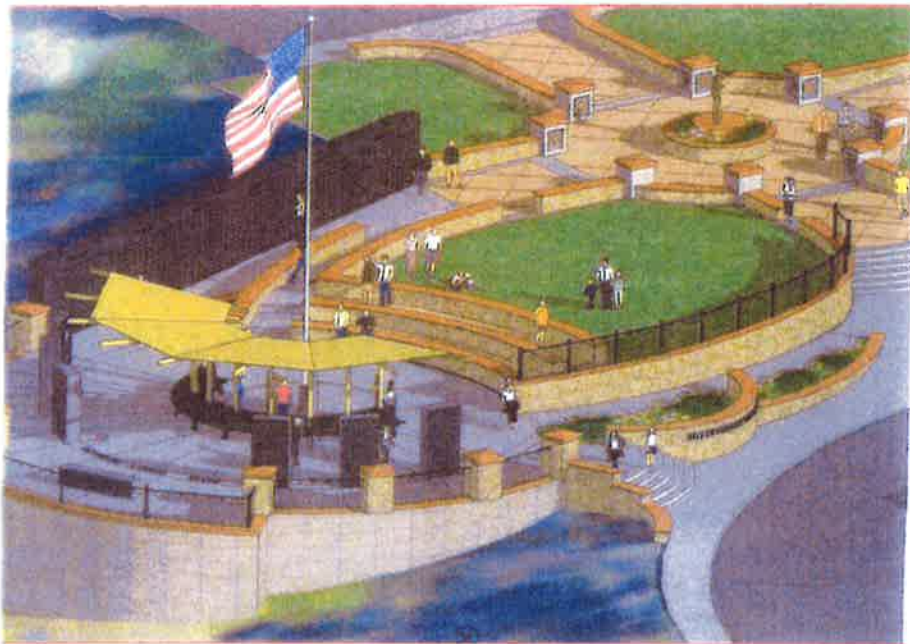
By:   
Scott E. Huber, City Attorney

**ATTEST:**

By:   
Jamie Hayes, Asst. City Clerk

- Attachments:
- Exhibit A – Project
  - Exhibit B – Standard Provisions
  - Exhibit C – Work Plan and Budget
  - Exhibit D – Payment Request Transmittal

**EXHIBIT A**  
**PROJECT DESCRIPTION**  
*(The following excerpts are from the grant application)*



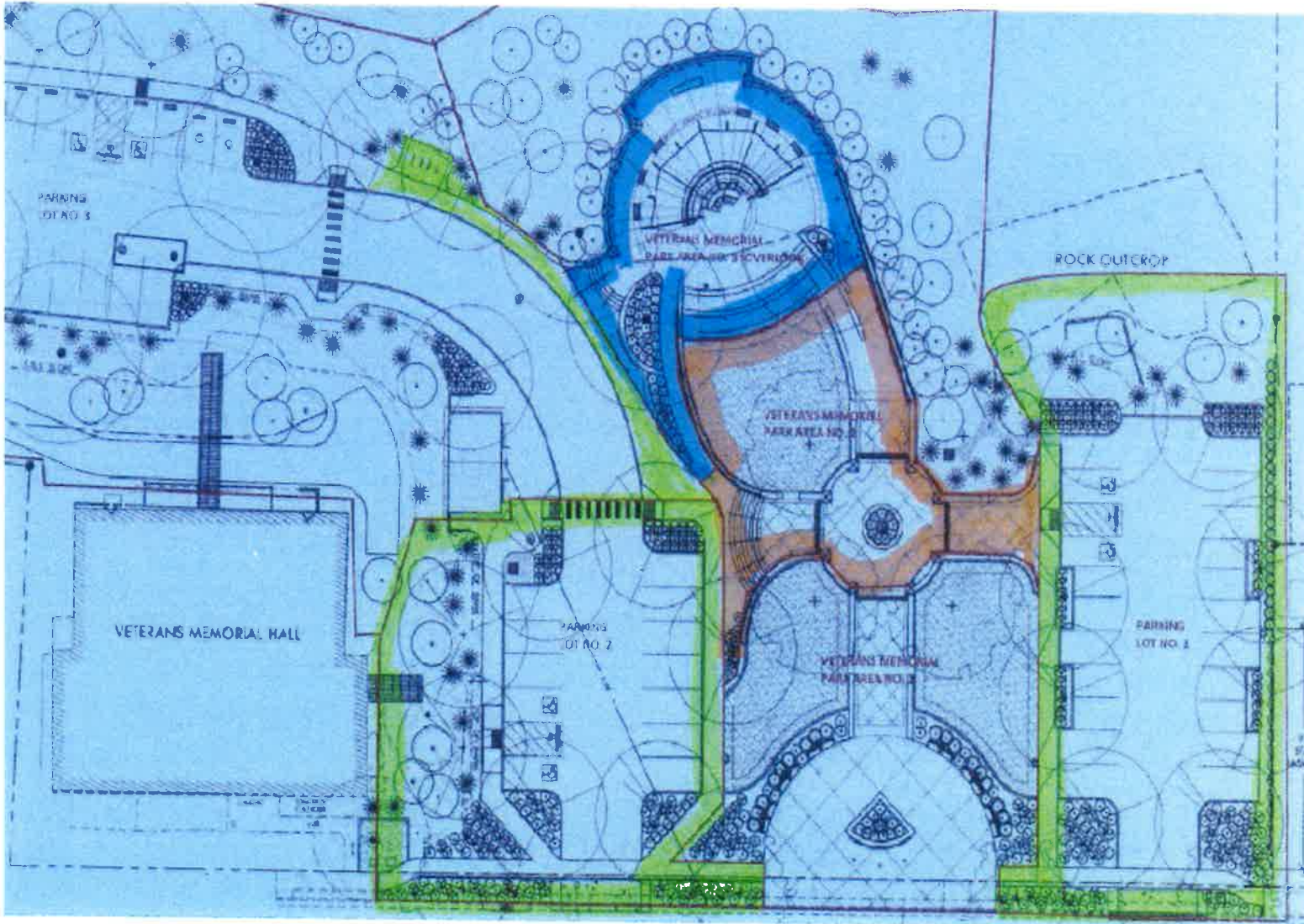
Components of the phased project are:

Anticipated improvements to be made during the current phase of construction:

Item	Cost
Concrete seat wall	39,500.00
Concrete walkway	120,000.00
Concrete columns	35,000.00
Railings	4,800.00
Concrete stairs/flatwork	19,423.00
Landscape implementation	14,661.00
Sub total phase:	233,384.00
Funding	
SBF Grant	-112,000.00
Match 25%	-9,250.00
Match 50%	-37,500.00
Funds on deposit & in-kind services	-74,634.00
Sub total funding:	-233,384.00

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# 2015 NOFA Proposal for "Blue" Park Area # 3: Overlook – Phase 4



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**EXHIBIT B  
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this Agreement at the time and in the manner herein provided.



INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material default of this Agreement by Grantee or City, either party shall give written notice to the other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

**EXHIBIT C  
WORKPLAN & BUDGET**

**(To be provided)**

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**EXHIBIT D  
PAYMENT REQUEST TRANSMITTAL  
SBF GRANT APPROVED 10/20/2015  
NOT TO EXCEED \$112,000.00**

**Submit at: Completion or as a progress payment request**

**Date:**

**To:** City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, CA 95965

**From:** Oroville Veterans' Memorial Committee  
PO Box 2586  
Oroville, CA 95965

**Subject:** Request for Reimbursement

**Project:** SBF Grant of \$112,000 to be used towards construction of the current phase at the Oroville Veterans' Memorial Park Oroville, CA

**Amount Requested: \$**

**Summary of Reimbursement Request:**

(The summary must include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)

CITY OF OROVILLE  
RESOLUTION NO. 8437

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND OROVILLE VETERANS' MEMORIAL PARK COMMITTEE, IN THE AMOUNT OF \$112,000 FOR PHASED IMPROVEMENTS AT THE OROVILLE VETERANS' MEMORIAL PARK

(Agreement No. 3153)

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

1. The Mayor is hereby authorized and directed to execute a Funding Agreement with Oroville Veterans' Park Committee in the amount of \$112,000.
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 20, 2015, by the following vote:

AYES: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None



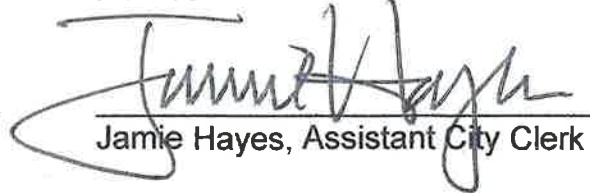
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Jamie Hayes, Assistant City Clerk

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: REPURPOSING PREVIOUSLY APPROVED GRANTS**

**DATE: JULY 6, 2016**

**SUMMARY**

The SBF Steering Committee may consider approving an amendment to SBF Resolution NO. 06-01 (A resolution of the Supplemental Benefits Fund Steering Committee establishing Rules of Governance) to include in 1.4 a provision for requests to repurpose previously approved grants.

**DISCUSSION**

The SBF Steering Committee has been approached a few times by grantees to re-purpose previously approved, but not totally funded, SBF grants. The current agreement template used by the SBF does not provide a provision for repurposing, however refers to "Amendments" stating, "This Agreement may be modified or amended only by a written document executed by both the Grantee and City and approved as to form by the City Attorney.

The SBF Rules of Governance has a provision for approving the "level of funding appropriate"; however, does not have a provision specifically related to the repurposing of a grant request. When SBF grants are made one of the conditions is to have a work plan and related work budget. In researching what other grant sources do a repurpose is considered a significant change to a grant and may be considered on a case by case basis after receiving a written request that includes the following:

- If some of the funds have been used a recap of usage to date
- A narrative for the reasons for repurposing
- A complete description of the expected objectives
- A new budget proposal corresponding to the projected use of funds

**FISCAL IMPACT**

No fiscal impact at this time.

4-1

## **RECOMMENDATION**

1. Leave the current wording in SBF agreements (contracts) that provides that any change from the original approval must be requested in writing (or),
2. Add the following (1.4) of the SBF Rules of Governance "request to repurpose previously approved SBF grants is not allowed (or),
3. Provide direction to staff.

## **ATTACHMENTS**

Excerpt from Resolution No. 06-1 "Establishing Rules of Governance, page 1

4-2

RESOLUTION NO. 06-1

A RESOLUTION OF THE SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE ESTABLISHING RULES OF GOVERNANCE

WHEREAS, on March 21, 2006, the California Department of Water Resources and numerous other entities, including the City of Oroville, the Oroville Redevelopment Agency and Feather River Recreation and Parks District executed the Settlement Agreement for Licensing of the Oroville Facilities, FERC Project No. 2100 (Settlement Agreement); and

WHEREAS, Appendix B Section B100 of the Settlement Agreement sets forth provisions for the Project Supplemental Benefits Fund. A copy of Appendix B is attached as Attachment No. 1; and

WHEREAS, Section B100D. requires that there be a Steering Committee relating to the use of the Supplemental Benefits Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE AS FOLLOWS:**

Section 1. Pursuant to the Supplemental Benefits Fund (SBF), the Steering Committee adopts the following governance rules:

- 1.1 The voting members of the Steering Committee shall be composed of the following elected officials:
  - 1.1.1 three members from the Oroville City Council; and
  - 1.1.2 two members from the Board of Directors of the Feather River Recreation and Parks District.

The members of the Steering Committee will be appointed by the appropriate governing body at the beginning of each calendar year and will serve one year terms, except that the initial term will be one year plus the time from the date the initial members are appointed to the beginning of the next calendar year.

- 1.2 The California Department of Water Resources (DWR) shall participate on the Steering Committee in a non-voting advisory role.
- 1.3 At their discretion, the following entities may participate on the Steering Committee in a non-voting advisory role:
  - 1.3.1. State Water Contractors,
  - 1.3.2. Oroville Area Chamber of Commerce, and

1.4 ?

4-3



**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON & COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DON RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: UPDATE OF THE REGIONAL FUND STRATEGIC PLAN (RFSP)  
FIVE YEAR REVIEW**

**DATE: JULY 6, 2016**

**SUMMARY**

The SBF Steering Committee will be provided information regarding the updating progress of the RFSP.

**DISCUSSION**

***UPDATE: Most members of the RFSP ad Hoc Committee attended a meeting on June 15, 2016 held by ESA the consultant firm engaged to write the Feather River Consolidated Master Plan (FRCMP) to assist in understanding how the RFSP and the FRCMP will ultimately support each other. It was recommended that the updating of the RFSP be placed on hold to allow time for the FRCMP research and writing activities to catch up to the RFSP. At issue is the establishment of a clear, agree upon map, of the low flow channel as well as determining the "reach" possibilities of the yet to be established SBF Project Boundary Map.***

1. Low Flow Channel Map
2. SBF Project Boundary Map

The Regional Fund Strategic Plan (RFSP) was written and approved on April 27, 2010 and is intended to be the working document for the SBF Steering Committee and a reference document for grant applicants. The RFSP includes a recommendation to review and update it every five years. The SBF Chairperson in 2014 formed the ad Hoc RFSP Review Committee (Victoria Coats, Thil Chan Wilcox, David Steindorf, Claudia Knaus & Bob Marciniak) requesting that they

review and update the plan content, history of use for the past five years and develop a user friendly grant application form.

The committee completed its review and provided advance copies of the changes and the new Grant Applicant Information packet to the SBF Steering Committee for review prior to the January 20, 2016 meeting, however the ad Hoc Committee was directed at that meeting to reconvene, review all changes and prepare a revised review draft.

The ad Hoc Committee met on March 3, 2016 and reviewed and concurred on most previously provided edits. The committee is requesting that the full Steering Committee discuss and approve or provide additional direction regarding two critical maps that need to be included in the RFSP prior to submitting the revisions to the Steering Committee for final approval:

## **FURTHER DISCUSSION**

A continued discussion item by the SBF Steering Committee has been the approval criteria for grant requests. The initial RFSP identified eight Goals and Objectives that were intended to assist applicants in understanding the SBF Mission Statement. In 2014 three additional clarification goals were established. These goals were intended to be used in concert with the Vision of the SBF which provides major, moderate, and low grant approval considerations. The screening/approval process also includes a scoring mechanism intended to validate the criteria and ranking system.

Besides the aforementioned, the Feather River Consolidated Master Plan (FRCMP) is in the process of being developed. One of the intentions of the FRCMP is to provide a priority listing of projects along the low flow channel of the Feather River which has been one of the key selection elements. The RFSP and Appendix B of the Settlement Agreement (Exhibit A, Attachment 1 page 3 of 10, 6.0) states "The Steering Committee shall be the sole decision-maker, through majority vote of its members, for purposes of adopting the RFSP, selecting proposed projects eligible for funding, and determining the level of funding appropriate for such projects. If the majority vote on any given measure or action results solely from the votes of a single agency, a majority plus one vote will be required for approval of the measure or action", In other words one representative from each voting agency must approve the item, or the action item fails.

All of these measures currently constitute how approvals of responses to published NOFA's are made. At the end of the day, the single determining factor for approval is a motion, second, and a majority vote as detailed above.

5-2

## FISCAL IMPACT

None

## RECOMMENDATION

Informational only, no action required.

## ATTACHMENT 1. Mission Statement

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To assure creation and implementation of the Strategic Plan remain in sync with the intent of the SBF, the Steering Committee identified the following mission statement for the SBF:

*"Investing in recreational and related projects with a nexus to the Feather River to improve the quality of life and stimulate economic development in the Oroville region"*

## ATTACHMENT: 2. Vision of the SBF

---

The SBF Steering Committee in 2011 defined the "Vision of the SBF" with the following rules of governance for applicants requesting consideration for grant funding from the Supplemental Benefits Fund.

### Vision of the SBF

Reconnecting the beauty and diversity of the Feather River with the community will be the primary component of projects approved by the Supplemental Benefits Fund Steering Committee. The approved projects will provide additional recreational opportunities and economic benefits that enhance the lifestyle of the Oroville Region

- I. **Major consideration:** The applicant **shall** provide a compelling presentation as to how the proposed project will assist in mitigating what was lost by the construction of the Oroville Dam Facilities (FERC Project No. 2100). The application **shall** take into consideration the

5-3

various existing City of Oroville, Feather River Recreation & Park District, the Settlement Agreement for licensing of the Oroville Facilities FERC Project No. 2100, and other regional plans.

- II. **Moderate consideration**: The applicant **should** provide a meaningful connection to existing, or planned, facilities and projects. The application **should** also be in, or near, the low-flow channel of the Feather River (as defined in the above figure) and assist in making the Oroville Region a Northern California destination.
- III. **Low consideration**: The applicant's proposed project **may** be away from the low-flow channel of the Feather River, not connected to existing, or planned, facilities and projects, be unique or a non-profit venture within the Oroville

### **ATTACHMENT: 3 Current Goals & Objectives.**

---

In conjunction with the mission statement, a set of goals and objectives for the SBF were identified at the outset of the Strategic Plan process:

***Goal 1: Provide investment to stimulate recreation and tourism, economic development, and job creation along the Feather River in the Oroville Region.***

- Objective 1.1: Delineate geographic limits of Oroville Region. (see page ES-3)
- Objective 1.2: Obtain Steering Committee consensus on the relative importance of investment priorities.
- *SBF Grant Applicant Resource: SBF Program Specialist*

***Goal 2: Ensure proposed projects complement the DWR Recreation Management Plan (RMP).***

- Objective 2.1: Review DWR RMP to identify investment opportunities.
- Objective 2.2: Phase proposed projects in concert with DWR project phasing.
- *SBF Grant Applicant Resource: RMP, DWR Field Office*

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**Goal 3: Prioritize funding for projects that maximize SBF funding capacity.**

- Objective 3.1: Include criteria in project evaluation and ranking system to accomplish these:
  - Reward a project's leverage (bring additional public or private funding forward).
  - Reward a project's ability to return funding.
  - Assess a project's ability to self-fund annual operation and maintenance costs.
  - *SBF Grant Applicant Resource: SBF Program Specialist*

**Goal 4: Prioritize funding for projects that generate other benefits and revenue(s) to the local community.**

- Objective 4.1: Develop measurable performance standards related to private and public revenue generation (e.g., sales tax).
- Objective 4.2: Develop eligibility criteria that ensure a minimal level of "local" benefit.
- *SBF Grant Applicant Resource: City of Oroville Finance Director*

**Goal 5: Consider use of SBF funding toward sustainable development opportunities.**

Objective 5.1: Define "sustainable" opportunities, including power generation and clean water potential produced by candidate SBF projects.

- *SBF Grant Applicant Resource: DWR, City of Oroville Engineering Department*

**Goal 6: Determine appropriate allocations of the SBF to fund administrative, capital, environmental permitting, and other costs.**

- Objective 6.1: Work with Steering Committee to prioritize categories of costs consistent with the plan's intent.
- Objective 6.2: Based on the Steering Committee priorities, quantify anticipated costs by major cost category.
- Objective 6.3: Prepare a cash flow of anticipated costs by major category.
- *SBF Grant Applicant Resource: SBF Program Specialist*

5-5

**Goal 7: Ensure that economic and recreational benefits are distributed appropriately in the region.**

- Objective 7.1: Develop measurable performance standards that evaluate economic and recreation benefits.
- Objective 7.2: Identify geographical benefit distribution.
- *SBF Grant Applicant Resource: City of Oroville, PLEI Study & other Economic Studies*

**Goal 8: Strengthen and provide resources to the Steering Committee and SWC partnership.**

- Objective 8.1: Identify specific Steering Committee/SWC staff for grant researching/writing.
- Objective 8.2: Identify specific grant leads for initial pursuit.
- *SBF Grant Applicant Resource: SBF Program Specialist*

**Goal 9:<sup>1</sup> Recreation/ Goal: Provide multiple recreational opportunities that utilize and enhance access to existing resources with the boundaries of the Feather River Plan.**

- *SBF Grant Applicant Resource: SBF Program Specialist, City of Oroville & FRRPD General Plans*

**Goal 10: Access/Goal: Encourage secure and managed access for all segments of the population, with connections to the surrounding community and future development.**

- *SBF Grant Applicant Resource: SBF Program Specialist, City of Oroville & FRRPD General Plans*

**Goal 11: Natural Environment/Goal: Ensure the continued success of habitat restoration and improve the ecological health of the river and floodplain in concert with river restoration goals.**

- *SBF Grant Applicant Resource: DWR River Restoration Plan, California Department of Fish & Wildlife*

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<sup>1</sup> Goals 9, 10 and 11 were established by the SBF Steering Committee on May 14, 2014

5-6

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: UPDATE ON THE PROGRESS OF THE FEATHER RIVER  
CONSOLIDATED MASTER PLAN**

**DATE: JULY 6, 2016**

**SUMMARY**

The SBF Steering Committee will receive an update on the progress of the Feather River Consolidated Master Plan.

**DISCUSSION**

The SBF Steering Committee approved an agreement on September 15, 2015 with ESA (Environmental Science Associates) to assist in writing the Feather River Consolidated Master Plan (FRCMP). A kick-off meeting was held on November 12, 2015 (see attachment for the meeting summary). Since that time ESA has done preliminary research and began the development of simple, easy to read, flow charts. Unfortunately, due to scheduling difficulties with both the consultants and the FRCMP (SBF) ad Hoc Committee a follow up meeting wasn't held until June 15, 2016. At that meeting an outline of the proposed plan and its elements were presented (see attachment labeled "plan outline). The next steps in the process include obtaining actual, or draft, public land or research management plans, development of stakeholder engagement and reengagement of the FRCMP (SBF) ad Hoc Committee to review proposed content of the FRCMP. It is anticipated that the FRCMP which is intended to be an umbrella of all plans affecting portions of the low flow channel, in and near, the Feather River.

**FISCAL IMPACT**

\$68,950 budgeted with \$49,537.23 remaining available.

**RECOMMENDATION**

Informational only, no action required.

**ATTACHMENTS**

6-1

Meeting summary November 12, 2015  
Email & Plan Outline June 17, 2016

6-2



# SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE



## MEETING SUMMARY November 12, 2015 Kick-off Meeting 10:00 A.M. to 5:00 P.M. Oroville Feather River Consolidated Master Plan ad Hoc Committee

### Attendees:

ESA: Eric Ginney & Eric Zigas  
Melton Design Group: Greg Melton  
National Park Services: Barbara Rice  
City of Oroville:  
    Linda Dahlmeier (10:00 until noon)  
    David Pittman (Noon until 4:00 P.M.)  
    Don Rust  
    Bob Marciniak (SBF)  
FRRPD:  
    Victoria Coots  
    Apyl Ramage  
DWR: Kevin Dossey  
American Rivers: David Steindorf  
Oroville Area Chamber of Commerce  
    Kevin Zeitler  
    Claudia Knaus

- Introductions & Expectations
  - Prioritization
  - Hopes & Dreams
  - A Community Based Plan
  - Simplistic/Maximize Dollars
  - Make it the Foundation
  - What are the Benefits & Impacts to the City/FRRPD
  - Comparison of other major plans

6-3

- What has been accomplished so far (projects)
  - The finished plan should be a stepping stone to the future
  - Need to capitalize on State Water Contractors commitment to fund a part-time grant writer
  - Need to insure that we get "results"
- Invite Aaron Wright California State Parks & Recreation to join the FRCMP committee
  - Discussion about CEQA and developing a better understanding for both the committee and the general public and types of items to have on an initial CEQA checklist
  - Engagement of City & DWR GIS staff to provide maps, etc. for the FRCMP
  - Refine list of Oroville Stakeholders that should be included in future outreach meetings
  - The committee walked the low flow channel from the green bridge to Riverbend Park and then traveled to the area beyond Pacific Heights Road and then to the North Forebay Recreation Area
  - The finished report may be a 11 X 16 booklet with pictures, maps, illustrations and pertinent information about the FRCMP, resources, etc.
  - **First follow-up meeting will be scheduled for Wednesday, January 20, 2016 at 3:00 P.M. prior to the SBF Quarterly meeting.** This will allow the team (consultants & SBF staff to gather information, refine a delivery time table, etc.)
  - A copy of the meeting PowerPoint is attached
  - The meeting was ended at 4:45 P.M.

---

Bob Marciniak, SBF Program Specialist

6-4

## Bob Marciniak

---

**From:** Eric Ginney <EGinney@esassoc.com>  
**Sent:** Friday, June 17, 2016 6:10 PM  
**To:** Bob Marciniak  
**Cc:** 'Greg Melton' (greg@meltong.com); barbara\_rice@nps.gov; Don L. Rust  
**Subject:** follow ups from Feather River Master Plan meeting  
**Attachments:** OROVILLE-PLAN\_OUTLINE-V6-OUT-edits.docx

Good evening, Bob – please will you pass along this email to the group, including the attachment? Please be sure to also copy Barbara Rice, Greg and I.

Don – sorry we missed you on Wednesday. Hope everything is OK in your world and with your family. Best wishes.

Thanks-  
Eric

---

Dear SBF “ad hoc committee” –

Thank you for your participation in Wednesday’s meeting. We made a lot of progress and the dialogue and discussion will help us make our work products even better.

As discussed at the meeting, I am sending along the draft plan outline that we reviewed and slightly edited at our meeting. The one difference in the version attached herein is that I have changed to orange-colored font those parts of the outline that we will complete as a review draft for our next meeting. We will use Reach #3 (which passes through downtown) as an example in this review draft. Please offer any comments on this draft plan outline using the “track changes” feature of MS Word, **no later than June 30**. Feel free to send them to Bob, but please also copy me.

Below are the action items and clarifications/directions your consultant team and NPS took away from the meeting. These will all need to be completed prior to our next meeting (I will work with Bob on the timeline for that meeting).

### STAKEHODLER ENGAGEMENT:

1. NPS will develop a stakeholder spreadsheet and distribute to the group.
2. The group will fill in individuals and organizations and send back to NPS.
3. NPS will collate the lists and send a master list back out, for the group members to prioritize.
4. NPS will use the prioritization to develop an engagement strategy and work with the City to schedule meetings and related logistics.
5. Bob will support NPS with website access and modifications to distribute news and information (as per the NPS engagement strategy).

### OTHER AGENCIES’ PLANS AND DATA:

1. Linda will provide ESA with a copy of the City’s new “Sustainable Rural Community Strategy” document. **(COMPLETED at mtg)**
2. Bob to work with City staff to identify those agencies that have authority or a plan that touches the area covered by the master plan, for follow up to request copies of plans and data (Note – State Parks is one such agency, as they suggested this action).
3. ~~ESA will provide to Bob a draft email that Bob will send to these agencies requesting electronic copies of their plans and associated mapping (GIS) data.~~ **(COMPLETED on 6/17)**

### APPROACH TO MASTER PLAN DEVELOPMENT:

65

1. The RFP and ESA's scope include that the master plan will provide an "overlay" of existing plans, and also includes a charge for the consultant to identify those projects/approaches that support project development occurring in a strategically defined manner.
2. ESA will hold off on asking the group to develop "criteria" for ranking projects. ESA will take another shot at articulating a vision statement for an example reach (Reach #3) and will flesh out a few examples of how criteria could be used, for display at the next meeting.
3. ESA will develop a draft of the master plan (for those sections shown in orange-colored font in the attached document) for review by the group. This will allow the group to review content instead of an outline.

Thanks for your time in meeting, and your efforts in supporting your community and its future.

Kind regards-  
Eric

Eric M. Ginney  
Floodplain Restoration Program Manager &  
ESA Central Valley/Sierra Director  
ESA  
2600 Capitol Avenue, Suite 200  
Sacramento, CA 95816  
T 916 564.4500 | F 916 564.4501  
C 530 521.9229  
[eginney@esassoc.com](mailto:eginney@esassoc.com)

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**Oroville Feather River Master Plan  
Plan Outline – V6  
6/14/16**

**1. Executive Summary (to be completed at end of plan development)**

Includes a description of the public engagement process

**2. Introduction and Background**

- i. Summary of FERC Relicensing and Origin of the SBF (Related Agencies, Roles, and Responsibilities)
- ii. Overview of SBF RFSP---SBF is money for the community to revitalize the economy. This Master Plan is a means to that end.
- iii. Summarize DWR's responsibilities under the SA (environmental, recreation, etc). Make the reader aware that DWR projects are going to happen in the reach (an embedded table w timelines for completion of various Articles).
- iv. Master Plans for other River Communities: Examples of Reference Communities with River Master Plans (Truckee; Bend; Ashland; MT communities; etc).

**3. Plan Development Process**

**a. Goals and Objectives**

- i. Start with the SBF Goals and Objectives from the Regional Fund Strategic Plan Final Report (April 2010—to be updated in 2016). Also mention that public engagement is an objective of how the plan was built.
- ii. One new goal (that we write and include) is to have a master plan that will support a) project development within the private sector, and b) writing future grant funding to leverage SBF funds.

**b. Guiding Principles for the Master Plan**

- i. Pull in the Principles from the RFSP
  1. The principles are to guide plan development---not to select individual projects
- ii. Define a set of "Plan Development Intent" criteria. These criteria are then defined, in detail, for each reach:
  1. Economic Recovery (this section described in general the intent of this item)
    - a. One or more detailed criterion/criteria defined for each reach
    - b. One or more detailed criterion/criteria defined for each reach
  2. Recreation Enhancement
  3. Ecosystem Stewardship
    - a. Provides habitat
    - b. Makes project(s) self-mitigating
  4. Sustainable Development
    - a. Opportunities to partner (for funding synergies; grant opportunities; self-mitigation, etc).
  5. Preservation and promotion of cultural values
  6. Establishment of good governance
- iii. The vision is for use of SBF funding to implement this Master Plan in significant expenditures and/or debt-leveraged financing—which is different than annual "calls" for projects.

**c. Process for Configuring Projects in Plan Reaches**

- i. Development of Reach Criteria (breaks are along geographic & "economic" boundaries)
- ii. The reaches support organized thinking about Project Prioritization & Sequencing (Prerequisites)

6-7

#### 4. Existing Conditions

- a. The Feather River - 5 Reaches in the Plan Area
  - i. Hydrology and Geomorphology
  - ii. Biological Resources
  - iii. Cultural Resources
- b. Community Characterization
  - i. General info on the Zoning, General Plan specifics, Overlays, etc that apply
  - ii. Demographics; Economics
  - iii. Existing Recreation
  - iv. Existing Use Patterns
- c. Existing, related planning documents

#### 5. Reach-Scale Project Recommendations

- a. Reach 1
  - i. Existing Conditions & Key Constraints
    - 1. Zoning, overlays, etc
    - 2. Critical habitats
    - 3. River characteristics (slope/floodplain character/flood elevations vs land etc)
    - 4. Recreation
    - 5. Cultural/historical sites, scenic resources
    - 6. FERC License conditions (PM&Es - i.e., A105, etc)
    - 7. List the constraints: specific or broad and categorically. This page defines what is legally possible/permmissible. Will include a table that defines a set of plans/laws/etc (rows) and has notes for each one, relevant to that reach/specific location within that reach.
  - ii. The River & Opportunities
    - 1. In a "Summary Box," summarize the key opps & note the "summarized constraints" (from previous sheet), broadly and categorically. This is a high-level, stage-setting item on the sheet.
    - 2. **List & define potential project opportunities. (The full list for the reach is in an appendix, along with a) description of projects and b) a highlighted set of projects that were screened and determined to have a "river focus." That subset of projects is what show up in this section;** the rest are in the appendix. We frame these opportunities relative to "river factors" (cultural, recr. and eco), "economic devlp. factors," and "sustainability factors" in the text and illustrate them on maps in this section. Other criteria may be relevant, too.
    - 3. **Compatibility matrix of project types** of the valid projects for the reach. Which projects are compatible with other projects: Example - project #6 can be next to anything, but project #8 can only be by project #2.
    - 4. **Potential Projects Matrix:** Evaluated via the "Plan Development Intent" criteria, *defined in detail* for the reach, with projects scored in the matrix (scoring rubric based on magnitude and certainty of positive effect).
  - iii. Reach 1 Recommendations
    - 1. The optimal plan (set of projects) for the reach is defined, **with a table that lists the reach-specific content (excerpted from Table 6ci-Main Matrix).**
    - 2. The benefit of the projects being located next to the river is clearly defined.
    - 3. How the projects fit together (intra-reach) is defined. This includes sequencing, prioritization & prerequisites. (Note any "big picture" factors related to inter-reach sequencing, prioritization & prerequisites, but that is also done in Section 6).

4. Any identified constraints (necessary infrastructure; phasing; etc), with identification of opportunities for the SBF to ameliorate these constraints.
5. Guidance for projects not yet identified:
  - a. Guidance for developing potential future projects:
    - i. Broad/categorical for the reach —“these are the priorities”; “we encourage this and that; but that and that are not desirable, or are even potentially not permissible”.
    - ii. Specific to any particular parcels/locations in the reach.
  - b. **Reach 2**
  - c. **Reach 3**
  - d. **Reach 4**
  - e. **Reach 5**
  - f. **Forebay**
6. **Master Plan Recommendations**
  - a. Bundles of intra-reach projects are identified (table). Define what Bundle A is all about in terms of funding priority, etc.
  - b. Prioritization and sequencing of the projects within a bundle.
  - c. Master Plan Recommendations
    - i. **Main Matrix:** list of projects, with bundles noted
    - ii. The optimal plan (set of projects) is defined (**prioritized bundles**).
    - iii. The benefit of the projects being located next to the river is clearly defined, along with interlinkages and any notes on sequencing, prioritization & prerequisites.
    - iv. Guidance for projects not yet identified (similar to reach-scale; exact configuration and need for this section to be determined).
7. **Economic Assessment**
  - a. Describe generally the Potential Funding Sources (private; PPP; leveraging the SBF)
  - b. Scope future econ/financing activities/analyses:
    - i. Defining SBF fund leveraging strategies (a set of them)
8. **Phasing, Implementation & Financing Strategies**
9. **Recommended Next Steps**
10. **References**
11. **Appendices:**
  - a. **Stakeholder Outreach: Summary of process & outcomes**
  - b. **Master Projects List** – *includes a list of all identified projects with a description of each projects and a subset of projects highlighted that were screened and determined to have a “river focus.”*
  - c. **Any Economics Supporting Materials**

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**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: UPDATE: OUTSTANDING GRANTS & COMMITMENTS**

**DATE: JULY 6, 2016**

**SUMMARY**

**THE COMMITTEE WILL RECEIVE AN UPDATE ON OUTSTANDING GRANTS AND COMMITMENTS PREVIOUSLY APPROVED BY THE SBF STEERING COMMITTEE.**

**DISCUSSION**

The following details the outstanding grants and commitments:

<b>Recipient</b>	<b>G/A *</b>	<b>Purpose</b>	<b>Amount</b>	<b>Outstanding</b>	<b>Expiration Date</b>
Veterans' Memorial	G	Improvements	112,000.00	112,000.00	10/20/2016
FRRPD	G	Irrigation Improvements	30,000.00	30,000.00	4/6/2017
FRRPD	G	Brad Freeman Environmental	20,000.00	20,000.00	4/6/2017
Community	A	Maps & Museum Brochures	10,000.00	1,123.83	open
ESA	A	FR Consolidated Master Plan	68,950.00	49,537.23	9/15/2016
City of Oroville	A	SBF Administrative Budget	56,000.00	56,000.00	6/30/2017
Upstate CEF	A	Major Event Coordinator	30,000.00	22,750.00	1/20/2017
Melton Design Group	A	Design Element/Aquatic Center	20,000.00	1,388.75	3/18/2015
<b>Totals:</b>			<b>346,950.00</b>	<b>292,799.81</b>	

G = Grant

A = Administrative Allocation

**FISCAL IMPACT**

Funds have been previously allocated.

7-1

**RECOMMENDATION**

- a. Information only, no action required

**ATTACHMENTS**

none

7-2

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
STAFF REPORT**

**TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: UPDATE ON THE ACTIVITIES OF THE SBF MAJOR EVENT  
COORDINATOR (UPSTATE COMMUNITY ENHANCEMENT  
FOUNDATION)**

**DATE: JULY 6, 2016**

**SUMMARY**

The SBF Steering Committee will receive an update on event coordination activities of Upstate Community Enhancement Foundation regarding the Wildflower & Nature Festival and Feather Fiesta Days.

**DISCUSSION**

The SBF Steering Committee approved a one-year agreement on October 20, 2015, with Upstate Community Enhancement Foundation (UCEF) to provide Event Coordinator services for five major events in Oroville. The events include, (1) Wild Flower & Nature Festival/April; (2) Feather Fiesta Days/May; (3) 4<sup>th</sup> of July Celebration at the Oroville Dam/July; (4) Salmon Festival/September; and (5) Parade of Lights/December. Over the past several years UCEF has consistently provided coordination for the events as well as obtaining sponsorship to assist in marketing and promotional efforts. UCEF also provides the nucleus for all meetings, communications and inter-group participation.

**FISCAL IMPACT**

Funds previously budgeted (\$30,000 with \$22,500 outstanding)

**RECOMMENDATION**

Informational only, no action required.

**ATTACHMENTS**

- Wildflower & Nature Festival Report (2016)
- Feather Fiesta Days Report (2016)

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# Wildflower & Nature Festival Report 2016

In 2016 Upstate Community Enhancement Foundation assisted Feather River Recreation and Parks District with the planning and execution of the Wildflower & Nature Festival.

Responsibilities included:

- Attending planning meetings
- Creating sponsorship guidelines and forms
- Solicitation for sponsors
- Develop an advertising budget
- Creating advertisement for print, radio and television
- Assist in press releases and social media postings
- Arrange for Butte County Public Access TV, BCAC.tv to video and conduct interviews at the Festival
- Create new components to grow the Festival - 2016 Kayak Float, Creation of a 'Bike Corral' hosted by the Lake Oroville Bicycle Organization; LOBO, create an 'Art Element'
- Arrange for recycling bins at the event from Butte County Landfill
- Assist in event lay-out
- On-site coordination on the day of the event

2016 Wildflower Media Budget - Below is the 2016 Media Budget and funds raised through Sponsorship to pay for the additional advertising. The 30 second TV Commercial for KHSL, channel 12 & 24 been posted on the Wildflower & Nature Festival Facebook page. Print ads were created for Upgraded living magazine and the Chico News & Review. Radio ads were created for KZFR, NSPR, KMXI 'The Mix' and KHSL 'The Blaze'.

KHSL-TV	\$250.00
CN&R- print	\$275.00
Upgraded Living	\$250.00
KZFR, Radio Ads	\$100.00
NSPR	Trade
Deer Creek Boardcasting / The Mix & The Blaze	Trade
Facebook -	<u>\$25.00</u>
Total Cash	\$900.00

## Funds raised through Sponsorship

Feather Falls Casino	\$500.00
Coyote Clothing Co.	\$100.00
Golden State Auto Body	\$100.00
The Broken Plate	\$100.00

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Oroville Salmon Festival	<u>\$100.00</u>
Total Cash	\$900.00
<u>In-Kind Media Sponsorship</u>	
KHSL-TV	\$250.00
CN&R- print	\$125.00
Upgraded Living	\$150.00
KZFR, Radio	\$100.00
NSPR	\$150.00
Deer Creek Broadcasting / The Mix & The Blaze	<u>\$150.00</u>
Total	\$925.00

Overview

The weather for Saturday, April 2, was perfect; sunny and highs in the low 80's. The event went off very smoothly. Victoria Teague, Event Specialist for Feather River Recreation & Parks District did an outstanding job coordinating and executing the event. There were no problems and everything went well. Attendance was estimated at 3-4,000 including attendees and participants. All aspect of the Festival went well and all attendees and participants seemed to enjoy themselves. My specific functions that day were distribution, set-up and dismantling of the recycling bins, assisting in Vendor Check-in and distribution of the Event brochure and coordination of media representatives.

This is wonderful event and a great addition to the community and one that needs to promoted. The location "Riverbend Park" is underutilized and one that hopefully will get greater recognition through this event. Everyone involved was very professional and a pleasure to work with, I look forward to next year and the continued growth of the Festival.

## Feather Fiesta Days Report 2016

April 30 – May 7, 2016

Prepared by Ray Laager, Event Coordinator - Upstate Community Enhancement Foundation

### Overview

Oroville's annual week-long spring celebration 'Feather Fiesta Days' was held on April 30 through May 7, 2016. The festivities consisted of 18 over the 8 day period. A representative from each event participated in one way or another in the Feather Fiesta Days Committee.

Unfortunately the weather on May 7 was morning rain which cleared about 9:15 but returned about 1:30. The forecast was for showers all day. This had a definite impact on the attendees and exhibitors.

Events included:

#### April 30 - 11<sup>th</sup> Annual Oroville Beerfest

Bidwell Bar Day

Native Sons of the Golden West 'Poker Run'

Eagle's Club 4<sup>th</sup> Annual BBQ Rib Cook-off

#### May 4 – Chinese Temple Open House and Tea

Bolt Tool Museum Open House

Oroville Community Concert Band Concert

#### May 6 – 68<sup>th</sup> Annual Kiwanis Kiddies Parade

Feather Falls Casino Show & Shine Car Show

#### May 7 - Eagles Pancakes Feed

Oro Dam Cruiser's Gold Rush Car Show

ODBA Gold Rush Street Fair

St. Thomas Spring Fair

Oroville Docents Craft Fair at Sank Park

Exchange Club Grand Parade

Artists of River Town Children's Art Project

Oroville Fire and Police Association Chili-Cook Off

Native Son's of the Golden West Bloody Mary & Beer Garden

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The overall attendance for all of events was estimated at over 10,000. The estimated attendance for Saturday May 10, the day of the Parade, was 10,000. This total includes participants as well as attendees. Due to rainy weather and a wet forecast attendance was about half of what was expected. Beginning on January 20, 2016, five meetings were held by the committee to organize this event. Monthly meetings were held on the third Wednesday of the month at 9:30 a.m. in the Oroville City Council Chambers. Minutes for each meeting were transcribed by the Event Coordinator and sent to all interested parties.

**2016 Meeting Dates** - Jan. 20, Feb. 10, March 9, April 20 and the Wrap Meeting on May 11.

**Budget**

For 2016, the City of Oroville generously allocated a cash donation of \$2,000.00 for advertising for the event. Below is an accounting of those funds. The committee also received 'In-Kind' Sponsorship and Sponsorship donations. Any amount spent over the \$2,000.00 was donated by Upstate Community Enhancement Foundation.

Chico News & Review 1 -1/5 pg. Color Ad	\$275.00
Enterprise Record/ Mercury News	\$513.00
KHSL 12 - CBS/ KNVR 24 - NBC, Fox 20 broadcast TV	\$500.00
Upgraded Living Magazine	\$250.00
Oroville Mirror	\$225.00
KZFR 90.1 FM, Community Radio	\$125.00
NSPR 91.7 FM, NPR	Trade
The UPS Store, Posters	\$7.53
Facebook	\$50.00
Ellis Art, signs	<u>\$58.37</u>
Total	\$2,003.90

**'In-Kind' Media Donations**

KHSL, Channel 12, Action News Now -	\$500.00
Deer Creek Radio -	\$500.00
NSPR	\$150.00
CN&R	\$125.00
Upgraded Living Magazine	\$150.00

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KZFR community Radio 90.1 FM	<u>\$125.00</u>
Total	\$1,550.00

The event coordinators (Upstate Community Enhancement Foundation) also maintained the Feather Fiesta Days facebook page creating over 30 postings in the Spring of 2016, produced the T V commercial (which is posted on the facebook page) and radio ads, arranged and conducted TV and radio interviews and designed the printed ads and brochures. U.C.E.F. also photographed and videoed of the event for future use on facebook and next year's advertising campaign. This material will be made available to all organizations participating in the event as well as the City upon request. U.C.E.F. also composed and sent out three e-blasts for over 18,000 impressions throughout the area.

**'In-Kind' Infrastructure**

Department of Water Resources - 26 'port-a-potties (21 regular, 5 handicap and 3 washing stations.	\$2,100.0
City of Oroville – Street cleaning, traffic, security	\$7,712.00
Recology of Butte County – trash and recycling receptacles	\$600.00
S.T.A.R.S. – Traffic control	\$2,000.00
O.A.R.S. – Radio communication and crowd control	\$500.00
Total	\$12,912.00

**Sponsorship**

City of Oroville, Advertising Reimbursement	\$2,000.00
Feather Falls Casino, printing of 10,000 Brochures	<u>\$734.05</u>
Total	\$2,734.05

**Income, Cash**

This is the second year that ODBA has contributed to FFD. 2015 there were 81 booths. 2016 had 92, an increase of 12%.

ODBA Booths (92 Booths x \$5.00)	\$460.00
Total	\$460.00

**Report by Event**

**Bidwell Bar Day – No Report**

**11<sup>th</sup> Annual Oroville Beerfest – No report**



**Native Sons of the Golden West 'Poker Run' – No Report**

**Eagle's Club 4<sup>th</sup> Annual BBQ Rib Cook-Off – No Report**

**Chinese Temple Open House and Tea – No Report**

**Bolt Tool Museum Open House – No Report**

**Oroville Community Concert Band Concert – No report**

**Kiwanis Kiddies Day Parade** – Laurie S. reported the Parade was a hit and bigger than in 2015 with 6 groups including 3 dance groups and 3 Marching Bands and other participants. There were also many more children participating than in years past. Everyone seemed to enjoy the theme, Your Favorite Super Hero.

**Feather Falls Casino 'Show & Shine'** - Bruce S. reported that only 120 cars were present. In 2015 they had over 300. Unfortunately there were not many attendees this year. Weather may have been a factor.

**Eagles Pancakes Feed** – No report.

**Gold Rush Car Show** – Bruce S. reported for the 475 entries over 300 showed up. Not bad considering the rain. The addition of the Big Screen TV during the awards was very popular and will be used and expanded next year. Everything went well, there was a lack of toilet paper at the out-set but the situation was resolved.

**Exchange Club 'Grand Parade'** – Gary L. reported that vehicle break-downs causing some large gaps in the Parade. Also the "lead" took-off to fast creating a 15 minute gap at the out-set. There were only two "no-shows" due to the weather. The Lineman College did a great job assisting the Exchange Club. Changes for next year are; to keep things moving smoothly there will no longer be music at the Review Stand and the Parade may start at 9a.m. Parade entries need to continue down Montgomery Street and exit at Oliver either up the levee, turn on Oliver toward Robinson or straight out on Montgomery.

**Artists of River Town Children's Art Project** – Canceled due to rain.

**ODBA Gold Rush Fair** – Ray L. reported that Donna J. stated that there were no problems with set-up and most vendors were present despite the rain and forecast. Everything went well some of the food vendors sold-out. Crowds were good considering the circumstances and the Lineman did another wonderful job.

**Native Sons of the Golden West Bloody Mary & Beer Garden** – Cheri B. reported that everything went well. Numbers were down due to the weather but no problems were reported.

**Feather Falls Casino Show & Shine** – Bruce S. reported that only 120 cars were present. In 2015 they had over 300. Unfortunately there were not many attendees this year. Weather may have been a factor.

**Sank Park Docents Craft Fair** – No report, however Ray L. stated that everything went well and no problems were reported.

**St. Thomas School Springfest** – No report. Ray L. stated everything seems good. No problems reported. Attendance was down due to weather.

**Oroville Fire Fighters Association Chili Cook-Off** – No Report, however Ray L. stated everything seems good. No problems reported. Attendance was down due to weather.

### **Event Coordinators Comments and Recommendations**

Ray L. reported that the Lineman College volunteers were great and their help was essential to the event. 8 Large Event Maps were created and placed around the downtown and Parade Route. The placement of the ATM was moved to the corner of Lincoln and Montgomery Streets which seemed to work our well. The Chamber allowed them to use their electrical outlet for the day. Toilet placement went well and there were no major problems with sanitation. Recology added additional trash and recycling which also helped.

Thank you to all of you and your organizations who had worked so to create and grow this wonderful community celebration. It is a true gem in the North State and one to be proud of. Community spirit is alive and well in Oroville.

### **Proposed Changes for 2017**

- ~ Start Parade at 9am instead of 10.
- ~ No musical performances at the review stand.
- ~ Parade exit instructions in the application.
- ~ Exchange Club will work on “closing the gaps”.
- ~ Addition toilet paper from the Toilet Vendors and stored at the State Theater and the Gold Rush Street Fair.
- ~ Parade entries that “break-down” should be immediately moved to the side and not hold up the Parade.
- ~ Need to coordinate all branding of Feather Fiesta Days so the image is on all event material: Exchange Club poster, Miner’s Alley poster, Feather Falls Show and Shine promotions, etc.

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE  
SBF Program Specialist Update**

**TO: SBF CHAIRPERSON & COMMITTEE MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: SBF UPDATE (APRIL, MAY & JUNE 2016)**

**DATE: JULY 6, 2016**

**1. SBF FINANCIAL SUMMARY**

The SBF currently has commitments of \$346,950.00 (\$265,893.48 outstanding) and uncommitted funds of \$20,497.53. A spreadsheet detailing NOFA's, Administrative Grants, Matching Funds, and Administrative Expenses is attached.

**2. SBF COORDINATOR ACTIVITY SUMMARY:**

- **April 2016:** Steering Committee Meeting preparation; legal research; attending meetings; transcription of minutes; process of payment reimbursements; filing, correspondence & email.
- **May 2016:** Steering Committee Meeting preparation; legal research; attending meetings; process of payment reimbursements; filing; correspondence Extensive research, ad Hoc Committee meetings. Documentation of current approved projects and research. Attended the groundbreaking for the next phase of the Oroville Veterans' Memorial Park for all of Butte County. Signage placed at Riverbend Park acknowledging SBF financial grants for the All Purpose/Soccer Fields and the adjacent Children's Playground. (Photos attached)
- **June 2016:** Steering Committee Meeting preparation; legal research; attending meetings; process of payment reimbursements; filing; correspondence. Documentation of current approved projects and research. Research, ad Hoc Committee meetings.

**4. AD HOC COMMITTEE UPDATES:**

- **Update:** ad Hoc Feather River Consolidated Master Plan: covered in item # 6 of this agenda.
- **Update:** ad Hoc Aquatic Committee: the committee continues to meet and develop partnerships with State Parks, DWR and others. Surveys are available on line & at City

Hall, FRRPD Activity Center and at the Palermo & Nelson swimming pool facilities.

- **Update:** ad Hoc Safety Patrol Committee: No activity. MLE Program up and running.
- **Update:** ad Hoc RFSP Review Committee: covered in item #5 of this agenda.

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**SBF Fund Reconciliation**

Year	Contract Amount	DWR	Released
2006		\$1,935,000.00	7/21/2006
2011	2011 DWR Release	\$100,000.00	(December)
2012	2012 DWR Release	\$100,000.00	(January)
2013	2013 DWR Release	\$100,000.00	(January)
2014	2014 DWR Release	\$100,000.00	(January)
2015	2015 DWR Release	\$100,000.00	(January)
2016	2016 DWR Release	\$100,000.00	(January)
	<b>Total Contract/to date:</b>	<b>\$2,535,000.00</b>	



\$6.00

**Fund Commitments**

	Cash Flow	Funded	Status	Residual	Committed	Not Committed	Pending	Line Total
2006 Initial Fund Availability	1,935,000.00							
2008 NOFA/FRRPD Soccer/All Purpose Fields		-1,012,221.74	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-1,012,221.74
2008 NOFA/Table Mountain Golf Course		-30,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-30,000.00
2011 NOFA/City of Oroville: Police GEM electrical vehicles		-35,098.49	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-35,098.49
2012 NOFA/Forebay Aquatic Center		-\$46,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-46,000.00
2012 NOFA/FRRPD 4th Soccer/All Purpose Field <b>Rescinded</b>		\$0.00	Closed	\$0.00	\$0.00	-\$167,818.37	\$0.00	-167,818.37
2008 NOFA/ Small Projects		-33,471.68	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-33,471.68
2012 NOFA/FRRPD/Disc Golf		-\$1,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-1,000.00
2012 NOFA/FRRPD/Marketing Gymnastics		-\$4,170.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-4,170.00
2012 NOFA/FRRPD/Website Development		-\$6,500.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-6,500.00
2012 NOFA/Rotary Club of Oroville		-\$3,624.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-3,624.00
2009/2010 Economic Development/Chamber		-76,427.85	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-76,427.85
2011 NOFA/ Oroville Area Chamber of Commerce		-35,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-35,000.00
2011 NOFA/Economic Development/Chamber		-58,868.85	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-58,868.85
2012 NOFA/Chamber/UCEF Event Coordinator		-\$28,500.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-28,500.00
2007 Administrative Expenses (charged in 2008)		0.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	0.00
2008 Administrative Expenses		-22,009.95	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-22,009.95
2009 Administrative Expenses		-44,079.66	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-44,079.66
2009/2010 Admin/Regional Fund Strategic Plan		-173,050.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-173,050.00
2010 Administrative Expenses		-52,927.87	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-52,927.87
2011/2012 DWR Advance Allocation	200,000.00							
2011 Administrative allocation for future consultants		-1,500.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-1,500.00
2011 Administrative Expenses		-21,765.20	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-21,765.20
2012 Administrative Expenses allocation		-30,851.87	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-30,851.87
2012 Consultant Expense/City of Oroville WW/ES		-\$69,971.56	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-69,971.56
2013 DWR Advance Allocation	100,000.00							
2013 Administrative Allocation 07/01/2013-06/30/2014		-30,188.42	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-30,188.42
2013 Administrative Expenses (01/01 to 06/30/2013)		-22,191.67	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-22,191.67
2014 DWR Allocation	100,000.00							
2014 Administrative Expenses/Future Riverfront Consultant		-19,412.77	Open	\$0.00	-\$49,537.23	\$68,950.00	\$0.00	-\$68,950.00
2014 Event Coordinator		-30,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$30,000.00
2014 Consultant/Design Oroville Aquatic Center		-13,858.75	Open	\$0.00	-\$3,856.25	\$0.00	\$0.00	-\$20,000.00
2014 Consultant/Design/Environmental Brad Freeman Trail		-20,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
2014 WW Consultant Expense City of Oroville <b>Rescinded</b>		-19,145.89	Closed	\$0.00	\$0.00	-\$122,654.11	\$0.00	-\$141,800.00

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Fund Commitments	Cash Flow	Funded	Status	Residual	Committed	Not Committed	Pending	Line Total
2014 FRRPD Irrigation Enhancements at Nelson Complex 2016		0.00	Open	\$0.00	-\$30,000.00	\$0.00	\$0.00	-\$30,000.00
2015 Event Coordinator		-30,000.00	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$30,000.00
2014-2016 Administrative Budget (12,055.87 over)		-102,295.87	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$90,240.00
2014 Reserve Police Officer Funding for Parks/Trails		-48,403.20	Closed	\$0.00	\$0.00	\$0.00	\$0.00	-\$48,403.20
2014 Administrative Expense/Workshop Facilitator		-5,130.00	Closed	\$0.00	\$0.00	-\$870.00	\$0.00	-6,000.00
2015 DWR Allocation	100,000.00							
Administrative Expense Adjustment from previous budget		0.00		\$0.00	\$0.00	\$0.00	\$0.00	-\$11,327.62
2015 Forebay Aquatic Center		-53,474.47	Closed	\$0.00	\$0.00	\$54,000.00	\$0.00	-\$54,000.00
2015 Forebay Aquatic Center/close-out		0.00	Closed	\$0.00	\$0.00	-\$525.53	\$0.00	-\$523.53
2015 FRRPD Brad Freeman Trail/Environmental		0.00	Open	\$0.00	-\$20,000.00	\$20,000.00	\$0.00	-\$20,000.00
2015 Funding of Lake Oroville Maps and Museum Brochures		-9,969.23	Closed	\$0.00	\$0.00	\$10,000.00	\$0.00	-\$9,969.23
2015 FRRPD Childrens' Playground at Riverbend North		-50,000.00	Closed	\$0.00	\$0.00	\$50,000.00	\$0.00	-\$50,000.00
2015 Oroville Veterans Memorial Park/Capital Improvements		0.00	Open	\$0.00	-\$112,000.00	\$112,000.00	\$0.00	-\$112,000.00
2016 Event Coordinator (USCEF)		-7,500.00	Open	\$0.00	-\$22,500.00	\$30,000.00	\$0.00	-\$30,000.00
2016 DWR Allocation (will be received 01/20/2016)	100,000.00					-\$100,000.00		
2016 SBF Administrative Budget (07.01.2016 to 06.30.2017)		0.00	Open	\$0.00	-\$28,000.00	\$28,000.00	Note 28k 2017	-\$56,000.00
						-\$1,548.75 (unallocated)		-\$1,548.75
2015 Funding of Lake Oroville Maps and Museum Brochures (not used)		0.00	Closed	\$0.00	\$0.00	-\$30.77		-\$30.77
<b>Sub totals:</b>	<b>\$2,535,000.00</b>	<b>-2,248,608.99</b>		<b>\$0.00</b>	<b>-\$265,893.48</b>	<b>-\$20,497.53</b>	<b>\$28,000.00</b>	

**RECAP:**

Funded	-\$2,248,608.99
Residual	\$0.00
Committed	-\$265,893.48
Not Committed/Available	-\$20,497.53
Pending	\$0.00

**Total/Contract/to date:** **-\$2,535,000.00**

**FUNDS ON DEPOSIT:**

\$ @ DWR	\$0.00
\$ @ City of Oroville	\$286,391.01
Committed	\$265,893.48
Not Committed	\$20,497.53

**Total \$:** **\$286,391.01**

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