



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

October 16, 2018
REGULAR MEETING
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

CALL TO ORDER

ROLL CALL

Council Members: Jack Berry, Marlene Del Rosario, Linda Draper, Art Hatley, Scott Thomson, Vice Mayor Janet Goodson, Mayor Linda Dahlmeier

CONVENE TO CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Interim City Administrator, City Attorney and Personnel Officer, to evaluate the following positions: City Attorney
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Interim City Administrator and City Attorney regarding one (1) potential exposure to litigation and one (1) case of litigation.

RECONVENE TO OPEN SESSION (6:00 p.m.)

Announcement from Closed Session

PLEDGE OF ALLEGIANCE

ADOPT AGENDA

PRESENTATIONS/PROCLAMATIONS/OATH OF OFFICE

- Welcome to Oroville – New Business Certificates
 - o Strive Dance & Performing Arts and Smart & Final Stores LLC
- Proclamation for Domestic Violence Awareness Month
- Proclamation for Breast Cancer Awareness Month
- Presentation by John Miller-George at the request of Mayor Dahlmeier
- Presentation by Don Fultz at the request of Council Members Berry and Del Rosario

REQUESTS TO ADDRESS COUNCIL

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

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS – This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

CONSENT CALENDAR - AGENDA ITEMS 1-3: Consent calendar items are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. MINUTES

Approve the October 2, 2018 City Council Meeting Minutes.

2. PROFESSIONAL SERVICES AGREEMENT WITH R.L HASTINGS & ASSOCIATES

Adopt Resolution No. 8752- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$31,900, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, FOR THREE (3) YEARS. - (Agreement No. 3237-1).

3. ACCEPT CDBG GRANT AND ESTABLISH BUDGET

Accept the 2017 Community Development Block Grant Allocation, Agreement No. 17-CDBG-12014, in the amount of \$1,500,000; and

Approve Budget Adjustment indicated in the fiscal impact of this Staff Report, dated October 16, 2018

PUBLIC HEARINGS – None

REGULAR BUSINESS - Action Calendar

4. MANHOLE RAISING PROJECT ON HWY 162

The Council may provide direction to the Contract City Engineer, based on the recommended options and exhibits presented as part of this Staff Report, on how to proceed with a proposed manhole raise project on HWY 162.

RECOMMENDATION

Staff recommends sending the manhole raise project out to bid.

Provide direction, as necessary

5. RENTAL OF THE ATC BUILDING

The Council may consider the elimination of the Memorandum of Understanding with BINTF relating to the rental of a City building to conduct business within the City of Oroville.

RECOMMENDATION

Provide staff with direction

6. LOWER WYANDOTTE ROAD CULVERT REHABILITATION PROJECT

The council may provide direction to the Contract City Engineer, based on the options and exhibits presented as part of this Staff Report, on how to proceed with a proposed culvert rehabilitation project on Lower Wyandotte Road.

RECOMMENDATION

Staff recommends Option A, repaving the road and using chemical injection grouting to fill the voids and prevent additional settling around the culvert. Chemical injection grouting goes further than simply compacting the soils and repaving the road by filling all the voids and lifting the soils to their original positions, before settling occurred. This solution is longer term than digging out portions of the culvert and compacting the soil.

Provide direction, as necessary.

COUNCIL ANNOUNCEMENTS/DISCUSSIONS/FUTURE AGENDA ITEMS

ADMINISTRATION REPORTS

CORRESPONDENCE

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, November 6, 2018 at 5:30 p.m.

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

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



OROVILLE CITY COUNCIL
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

October 2, 2018
MEETING MINUTES

A recording of this meeting is available at cityoforoville.org and on YouTube

CALL TO ORDER- By Mayor Dahlmeier at 5:31pm

ROLL CALL

PRESENT: Council Members: Jack Berry, Marlene Del Rosario (Arrived at 6pm), Linda Draper, Art Hatley, Scott Thomson, Vice Mayor Janet Goodson, Mayor Linda Dahlmeier

ABSENT: None

STAFF PRESENT: Assistant City Administrator/Chief of Public Safety Bill LaGrone, Assistant City Clerk Jackie Glover, Finance Director Ruth Wright, Human Resource Manager Liz Ehrenstrom, Management Analyst III Amy Bergstrand, Treasurer Karolyn Fairbanks

CONVENED TO CLOSED SESSION AT 5:33 PM

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Interim City Administrator, City Attorney and Personnel Officer, to evaluate the following positions: Assistant City Administrator.
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Interim City Administrator and City Attorney regarding potential exposure to litigation.

RECONVENED TO OPEN SESSION AT 6:00 PM BY MAYOR DAHLMEIER

Mayor Dahlmeier announced that in closed session no action was taken; staff direction was given.

PLEDGE OF ALLEGIANCE- Led by Mayor Dahlmeier

PRESENTATIONS/PROCLAMATIONS/OATH OF OFFICE

- A new business certificate was presented to Harbor Freight welcoming them to Oroville.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS –

Individuals who spoke on Non-Agenda Items:

- Bobby O'Reiley
- Deborah Thompson
- Annie Terry
- Steve Christensen
- John Miller-George
- Bryan Brown

Individuals who spoke on agenda items:

- Bobby O'Reiley
- John Miller-George
- Tasha Levinson
- Don Fultz
- Jim Adams
- Bill Bynum
- Fred Spenger
- Jan Hill
- Aaron Hill
- Brock Canady
- Jessica MacKenzie
- Lorraine Christensen
- Earl Lewis
- Lisa Torres
- Stephanie Tousley
- Phyllis Rothschild
- Jack Kiely
- Michael Cole
- Bryan Brown
- David Goodson
- Carol Anderson
- Carnella Marks
- Daniel Blair
- Eric Smith

CONSENT CALENDAR

Motion by Goodson and second by Thomson to approve agenda items 1-4 and 6. Motion passed unanimously.

AYES: Council Member Hatley, Thomson, Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier.
NOES: None
ABSTAIN: None
ABSENT: None

1. MINUTES

Approved the September 18, 2018 City Council Meeting Minutes.

2. PROFESSIONAL AUDITING SERVICES AGREEMENT

Adopted Resolution No. 8747– A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE PROPOSAL OF CHAVAN AND ASSOCIATES FOR PROFESSIONAL AUDITING SERVICES. (Agreement No 3091-1)

3. SIDE LETTER TO THE MOU BETWEEN THE CITY AND OMCA

Adopted Resolution No. 8748 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGEMENT AND CONFIDENTIAL ASSOCIATION (Agreement No. 3083-5).

4. PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE BROKER SERVICES

Adopted Resolution No. 8749- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KAREN WHITLOW-MARTIN FOR REAL ESTATE BROKER SERVICES - (Agreement No. 3265).

6. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION

Adopted Resolution No. 8751 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION - (Agreement No. 1432-14)

5. 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) APPLICATION

This item was pulled from the agenda, to be revisited at a future meeting.

PUBLIC HEARINGS - None

REGULAR BUSINESS - Action Calendar

6. HAVEN OF HOPE ON WHEELS

The council reviewed the documentation provided by Haven of Hope on Wheels and a motion was made by Goodson and second by Draper to proceed with the project with the documentation provided. Motion passed.

AYES: Council Member Hatley, Berry, Del Rosario, Draper, Vice Mayor Goodson
NOES: Council Member Thomson and Mayor Dahlmeier
ABSTAIN: None
ABSENT: None

Council Member Del Rosario left at 7:38pm

COUNCIL ANNOUNCEMENTS/DISCUSSIONS/FUTURE AGENDA ITEMS

- The Mayor requested that John Miller-George be added to the next council agenda.

ADMINISTRATION REPORTS

None

CORRESPONDENCE

- An E-Mail from PG&E was read

ADJOURN THE MEETING

The meeting was adjourned at 7:41pm by Mayor Dahlmeier.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

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

**RE: 2018 ANNUAL LONG-TERM MONITORING REPORTS FOR
HOME MULTI-FAMILY RENTAL HOUSING PROJECTS**

DATE: OCTOBER 16, 2018

SUMMARY

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, in the amount of \$31,900 for the site (3) and (52) unit inspections and the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects, for 3 years.

DISCUSSION

The City of Oroville, as a State recipient, is responsible to State Department of Housing and Community Development (HCD) for long-term monitoring of HOME-assisted rental projects for the entire period of affordability. HCD, as a participating jurisdiction, is responsible to the federal Department of Housing and Urban Development (HUD) to ensure that State Recipients are monitoring appropriately for continued compliance with federal and state regulations. Any State Recipient which fails to maintain the affordability requirements for HOME-assisted rental housing projects will be required to repay the Department in full (including any required interest). The City, as a State Recipient, must have sufficient written policies and procedures to monitor HOME-assisted rental projects to ensure continued compliance with federal regulations by confirming that the monitoring staff is following established policies and procedures; and verifying that monitoring, recordkeeping, and retention is in compliance with the HOME Final Rule. The Federal minimum period of affordability has expired for this project for the Oroville Family Housing, Grant No. 94-HOME-0102 project, therefore a monitoring schedule has been revised to monitor every other year.

The City multi-family projects are listed below:

1. Oroville Manor, Grant No. 03-HOME-0684 (71 units)
2. Hillview Ridge I, Grant No. 06-HOME-2407 (71 units)

3. Hillview Ridge II, Grant No. 08-STBG-4482 (51 units)
4. Oroville Family Housing, Oro Dam-Hammon Park Apartments (50 units)

In order to comply with the long-term monitoring of the City's three HOME grant funded multi-family rental projects the City staff requested quotes from four (4) consultants; receiving only one (1) response:

Consultant	Quote Amount
R. L. Hastings and Associates, LLC Roy Hastings	\$31,900.00 1 st year= \$11,600.00 2 nd year=\$8,700.00 3 rd year=\$11,600.00

Staff recommends entering into an agreement with R. L. Hastings & Associates, LLC, to provide the services of documenting the monitoring and submitting the reports to HCD on the City's behalf, with errors and omissions insurance waived.

FISCAL IMPACT

Funding is available in the HOME Grant Fund, Account No. 7021-6360-Outside Services, in the amount of \$11,600. Funding for the additional two years will be established within the corresponding year.

Fund 222

The current balance is \$170,717.

RECOMMENDATION

Adopt Resolution No. xxxx- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$31,900, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, FOR THREE (3) YEARS. - (Agreement No. xxxx).

ATTACHMENTS

- A - Resolution No. 8752
- B - Agreement No. 3237-1

**CITY OF OROVILLE
RESOLUTION NO. 8752**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH R.L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$31,900 TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, for 3 YEARS

(Agreement No. 3237-1)

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 between the City of Oroville and R. L. Hastings & Associates, LLC. A copy of the Agreement is attached hereto as Exhibit "A."
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 16, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **October 16, 2018** by and between the **City of Oroville**, a municipal corporation (“City”) and **Roy L. Hastings & Associates, LLC, 1765 Carson Rd., Placerville, CA 95667** (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced and competent to provide the services 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; and
- C. City desires to retain Consultant to prepare HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects.

AGREEMENT

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

Consultant shall complete the Annual Home Project Compliance Report for Assisted Rental Projects: 1) HPD Oroville Manor, CA LP, Oroville Manor (71 units), 2) Hillview Ridge 1 (71 units), 3) Hillview Ridge II (51 units). 4) Oro Dam-Hammon Park Apartments (50 units)

The Scope of Work entails the inspection of each of the properties and the corresponding number of units at each property and the completion of all required documentation including the following six (6) documents for each project and their submittal on behalf of the City of Oroville to the California Department

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of Housing and Community Development by March 1, 2018:

- The Original Annual Monitoring Report;
 - A Copy of the Annual Project Compliance Report;
 - A Copy of a completed Form HUD-52667 “Allowances for Tenant Furnished Utilities and Other Services”;
 - A Copy of the last long-term monitoring Summary Letter
 - A Copy of the last long-term monitoring Clearance Letter;
 - A Copy of the Annual Affirmative Marketing Analysis Report.
2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by June 30, 2021.
 3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: In no event shall Consultant’s compensation exceed the amount of Thirty-One Thousand nine hundred dollars (\$31,900.00). Payment by City under this agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
 4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant’s invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.
 5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper

completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or 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

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to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

10. LOBBYING

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

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices

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in this Agreement.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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

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

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the

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control and direction of the City or any City official, other than normal agreement monitoring; and

2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply

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with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, is documenting the monitoring and submitting the reports to Housing and Community Development (HCD, on the city's behalf, therefore the City is waiving the errors and omissions insurance.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:

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

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

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

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27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

Agreement No. 3237-1

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

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said **Agreement No. 3237-1**

Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

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

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services
Agreement No. 3237-1

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

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
 - c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.
35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of **Agreement No. 3237-1**

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

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

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the
Agreement No. 3237-1

participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

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

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

Agreement No. 3237-1

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

39. STATE NONDISCRIMINATION CLAUSE

Agreement No. 3237-1

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

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

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

CONSULTANT

Roy L. Hastings, Principal

APPROVED AS TO FORM:

ATTEST:

By:_____
Scott E. Huber, City Attorney

By:_____
Jackie Glover, Assistant City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: ACCEPT THE 2017 COMMUNITY DEVELOPMENT BLOCK GRANT AND
ESTABLISH A BUDGET FOR PROGRAM ACTIVITIES**

DATE: OCTOBER 16, 2018

SUMMARY

The Council may consider accepting the 2017 Community Development Block Grant Allocation, Agreement No. 17-CDBG-10214, in the amount of \$1,500,000, and approving a budget adjustment to establish the budget for related program activities.

DISCUSSION

The City Council adopted Resolution No. 8666 on November 7, 2017, approving the submittal of an application for Community Development Block Grant (CDBG) funds from the State Department of Housing and Community Development Department. Subsequently the City of Oroville was awarded funds and is requesting approval to establish a budget for the following activities:

General Administration	\$ 104,651
Activity Delivery Homeownership Assistance	\$ 68,906
Homeownership Assistance Loans	\$ 861,326
Public Service-Code Enforcement	\$ 279,070
<u>Public Service-Battered and Abused Spouses</u>	<u>\$ 186,047</u>
	\$1,500,000

FISCAL IMPACT

A budget adjustment will be required to establish the budget as follows:

General Administration

Fund 223
Project Code 17CDBGGA

Resources:
4565 - Grant Revenue \$ 104,651

Expenses:

6270 - Office Supplies	\$ 5,500
6360 - Outside Services	\$ 15,000
6510 - Travel/Meetings	\$ 2,000
6470 - Telephone Svc.	\$ 3,000
6000 - Advertising	\$ 3,500
6260 - Vehicle Maint.	\$ 3,000
8452 - Office Equipment	\$ 3,000
5110 - Dir. Lbr. Allocation	\$ 69,651
Total Budget	<u>\$ 104,651</u>

Homeownership Assistance Administration/Activity Delivery

Fund 223
Department 17CDBGHA

Resources:

4565 – Grant Revenue/Activity Delivery	\$ 68,906
4565 - Grant Revenue/Loans	<u>\$861,326</u>

Expenses:

6360 - Outside Services	\$ 5,000
6510 - Travel/Meetings	\$ 1,500
6000 - Advertising	\$ 1,500
7010 - Loans	\$861,326
5110 - Dir. Lbr. Allocation	\$ 60,906
Total Budget	<u>\$930,232</u>

Code Enforcement/Activity Delivery

Fund 223
Department 17CDBGCE

Resources:

4565 Grant Revenue	<u>\$279,070</u>
--------------------	------------------

Expenses:

5110 - Dir. Lbr. Allocation	<u>\$279,070</u>
Total Budget	<u>\$279,070</u>

Public Service Catalyst Domestic Violence/AD

Fund 223
Department 17CDBGCD

Resources:
4565 Grant Revenue \$186,047

Expenses:
6360 – Outside Services \$186,047
Total Budget \$186,047

Total Grant & Supplemental Budget \$1,500,000

Funds for the Supplemental Activity, Clearance, Demolition and Remediation will be transferred to the budget as they become available.

RECOMMENDATIONS

1. Accept the 2017 Community Development Block Grant Allocation, Agreement No. 17-CDBG-12014, in the amount of \$1,500,000; and
2. Approve Budget Adjustment indicated in the fiscal impact of this Staff Report, dated October 16, 2018

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: MIKE MASSARO, PE, CONTRACT CITY ENGINEER
PUBLIC WORKS DEPARTMENT**

RE: HWY 162 MANHOLE RAISE

DATE: OCTOBER 16, 2018

SUMMARY

The Council may provide direction to the Contract City Engineer, based on the recommended options and exhibits presented as part of this Staff Report, on how to proceed with a proposed manhole raise project on HWY 162.

DISCUSSION

In 2016, Caltrans conducted a pavement overlay project on HWY 162 in Oroville. Caltrans and the City had an agreement for the City to pay for the manhole raises when Caltrans' contractor was finished with the overlay. The contractor was to complete the manhole raises in coordination with the City and invoice the City for the work. There was no City Engineer in Oroville at the time however, so the contractor was unable to reach someone at the City. This meant the manholes in the project site were not raised while the Caltrans project was going on, and five manholes are covered by pavement. City sewer cannot be accessed or maintained at these locations.

One option has been proposed for raising the HWY 162 manholes. This option includes adjusting all five manholes to grade along with associated pavement work and will have to be put out to bid.

Upon direction by City Council, Bennett Engineering Services will prepare design plans for the City, and construction of the designed system will be put out to bid for contractor selection.

FISCAL IMPACT

Fiscal impact is anticipated to be approximately as follows:

- A. Expense: Sewer Fund

\$58,000 as shown in Exhibit A, which is a traditional design-bid-build approach (See Attachments A and B).

B. Sewer Fund Cash Balance: \$6,760,676

RECOMMENDATIONS

Staff recommends sending the manhole raise project out to bid.

Provide direction, as necessary.

ATTACHMENTS

Attachment A – Exhibit A: Option A City of Oroville Hwy 162 Manhole Raise

Attachment B – Engineer’s OPCC for Option A (Out to Bid)

Engineer's Opinion of Probable Cost

City of Oroville- Hwy 162 Manhole Raise



Project Name: Hwy 162 Manhole Raise			Project No: 17601A-15		
Location Hwy 162 (Olive Hwy)			Client Project No.		Client Name City of Oroville
QTY. ORIGINATOR Kati Sethares	DATE 09/19/18	QTY. CHECKER Mike Massaro	DATE 09/21/18	PRICED BY Kati Sethares	DATE 09/19/18

Item No.	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
1	Mobilization & Demobilization	1	LS	\$5,000.00	\$5,000.00
2	Traffic Control	1	LS	\$20,000.00	\$20,000.00
3	Adjust Manholes to Grade	5	EA	\$3,000.00	\$15,000.00
SUBTOTAL					\$40,000.00

Subtotal =	\$40,000.00
Contractor Overhead and Profit 5.0% =	\$2,000.00
Design Contingency on OPCC 10% =	\$4,000.00
Contractor's Bond 1.0% =	\$400.00
Construction Total	\$46,400.00
City Staff & Engineering 10% =	\$4,640.00
Construction Management 15% =	\$6,960.00
Grand Total =	\$58,000.00

BENNETT ENGINEERING SERVICES ASSUMES NO RESPONSIBILITY FOR DIFFERENCES BETWEEN THESE QUANTITIES AND FINAL PAY QUANTITIES.

Plot Date: October 02, 2018 - 1:15 pm
File Name: P:\Proj\17601A-Oroville-Special_Assignment\15- Hwy162 Manhole Raise\CAD\17601A-15_Manhole Locations_20181002.dwg



10/02/2018

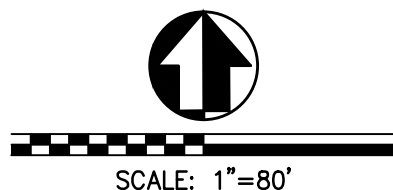


EXHIBIT A

HWY 162 MANHOLE RAISE

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

FROM: Bill LA GRONE, ASSISTANT CITY ADMINISTRATOR

RE: RENTAL OF THE ATC BUILDING

DATE: OCTOBER 16, 2018

SUMMARY

The Council may consider the elimination of the Memorandum of Understanding with BINTF relating to the rental of a City building to conduct business within the City of Oroville.

DISCUSSION

The Butte Interagency Narcotics Task Force (BINTF) has been in operation since 1985 with the City of Oroville as a participant.

With the withdrawal of the Department of Justice from the Task Force in 2014, BINTF lost the ability to continue to pay the agreed upon rent for the building. The previous rent was \$7200.00 per month. The Department of Justice's withdrawal significantly impacted the funding for our local Task Force. An agreement was reached between the City of Oroville and BINTF. The agreement required the Task Force to pay all included utilities and maintain the building, and only utilize the building for official business in exchange for rent. See attached agreement for additional details.

The elimination of this agreement will most likely result in the Task Force being moved from the Oroville area, most likely to Chico.

Council members have asked to have this agreement brought back to Council due to the lost revenue to the Airport Fund. Subordinate staff believes they will be able to rent the building for full market value within 6 months, it would be reasonable to assume full market would be between \$7200.00 and \$7800.00. Senior Staff does not agree, due to the available buildings in the area that are empty and have been empty for years. Staff has been advised to show the building and find a paying tenant for the past year, once that is accomplished BINTF would be asked to move. No tenant has been found.

Since this is a policy decision and Council members have requested to hear this item it is being brought to Council for further direction.

FISCAL IMPACT

Loss to Airport fund for utilities for building
Potential future damage due to building being unoccupied

RECOMMENDATIONS

Provide Staff direction

ATTACHMENTS

Agreement No. 3057

Memorandum of Understanding Between
The Butte Interagency Narcotics Task Force and
The City of Oroville
2014

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF OROVILLE, hereinafter called "OROVILLE" and the BUTTE INTERAGENCY NARCOTICS TASK FORCE, hereinafter called "BINTF." The purpose of the MOU is to establish an agreement for the use and occupancy of 2000 Challenger Way.

OROVILLE agrees to the following:

1. Provide and allow the use of OROVILLE'S building at 2000 Challenger Way, Oroville, CA 95965 by BINTF.
2. Allow the use of this building rent free.
3. Keep the building in good repair and condition acceptable for occupancy and efficient business use.

BINTF agrees to the following:

1. Pay utilities for the use of the building.
 - a. P.G. & E. (gas and electric)
 - b. Telephone
 - c. Water service
 - d. Trash disposal
2. Only use the building for official use.
3. Pay for minor repairs generally under \$100.

The Participating Agencies, by signature of their duly authorized officials, have executed this MOU on the respective dates indicated below. "This Agreement is effective immediately upon execution by all parties. The Agreement, and any tenancy, may be terminated by any party by providing 60 days' written notice to the other party."

Butte Interagency Narcotics Task Force

Signature Date

by: Kirk Trostle, BINTF Board Chairman

City of Oroville

Signature Date

by: Bill Lagrone, Police Chief

Signature Date

by: Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: MIKE MASSARO, PE, CONTRACT CITY ENGINEER
PUBLIC WORKS DEPARTMENT**

RE: LOWER WYANDOTTE ROAD CULVERT REHABILITATION PROJECT

DATE: OCTOBER 16, 2018

SUMMARY

The council may provide direction to the Contract City Engineer, based on the options and exhibits presented as part of this Staff Report, on how to proceed with a proposed culvert rehabilitation project on Lower Wyandotte Road.

DISCUSSION

The section of Lower Wyandotte Road above the corrugated metal pipe (CMP) culvert in question is cracking and in poor condition. The cracking is thought to be caused by water leaking into the soil and void space around the culvert, causing the road to settle slightly and crack. The west end of this culvert was rehabilitated in the last few years, but the eastern section under the road has not been serviced.

The proposal for rehabilitating the Lower Wyandotte Culvert includes using chemical injection grout to fill the void space around the culvert and compact the surrounding soils. This should stop water leaking into the soil and settling of the road above, in addition to strengthening the CMP culvert. Lower Wyandotte Road will be repaved to repair all existing settlements and cracks.

FISCAL IMPACT

Fiscal impact is anticipated to be approximately as follows:

A. Expense: Drainage Impact Fee Fund

\$177,800 for Option A shown in Exhibit A with a traditional design-bid-build approach (see Attachments A and B).

B. Drainage Impact Fee Fund Cash Balance: \$859,140

RECOMMENDATIONS

Staff recommends Option A, repaving the road and using chemical injection grouting to fill the voids and prevent additional settling around the culvert. Chemical injection grouting goes further than simply compacting the soils and repaving the road by filling all the voids and lifting the soils to their original positions, before settling occurred. This solution is longer term than digging out portions of the culvert and compacting the soil.

Provide direction, as necessary.

ATTACHMENTS

Attachment A – Exhibit A: Option A City of Oroville Lower Wyandotte Rd Culvert Rehab

Attachment B – Engineer’s OPCC for Option A

Engineer's Opinion of Probable Cost

City of Oroville - Lower Wyandotte Rd



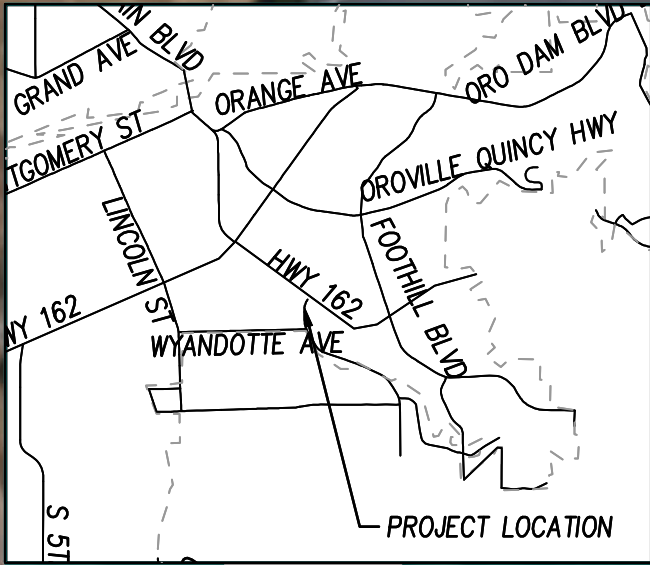
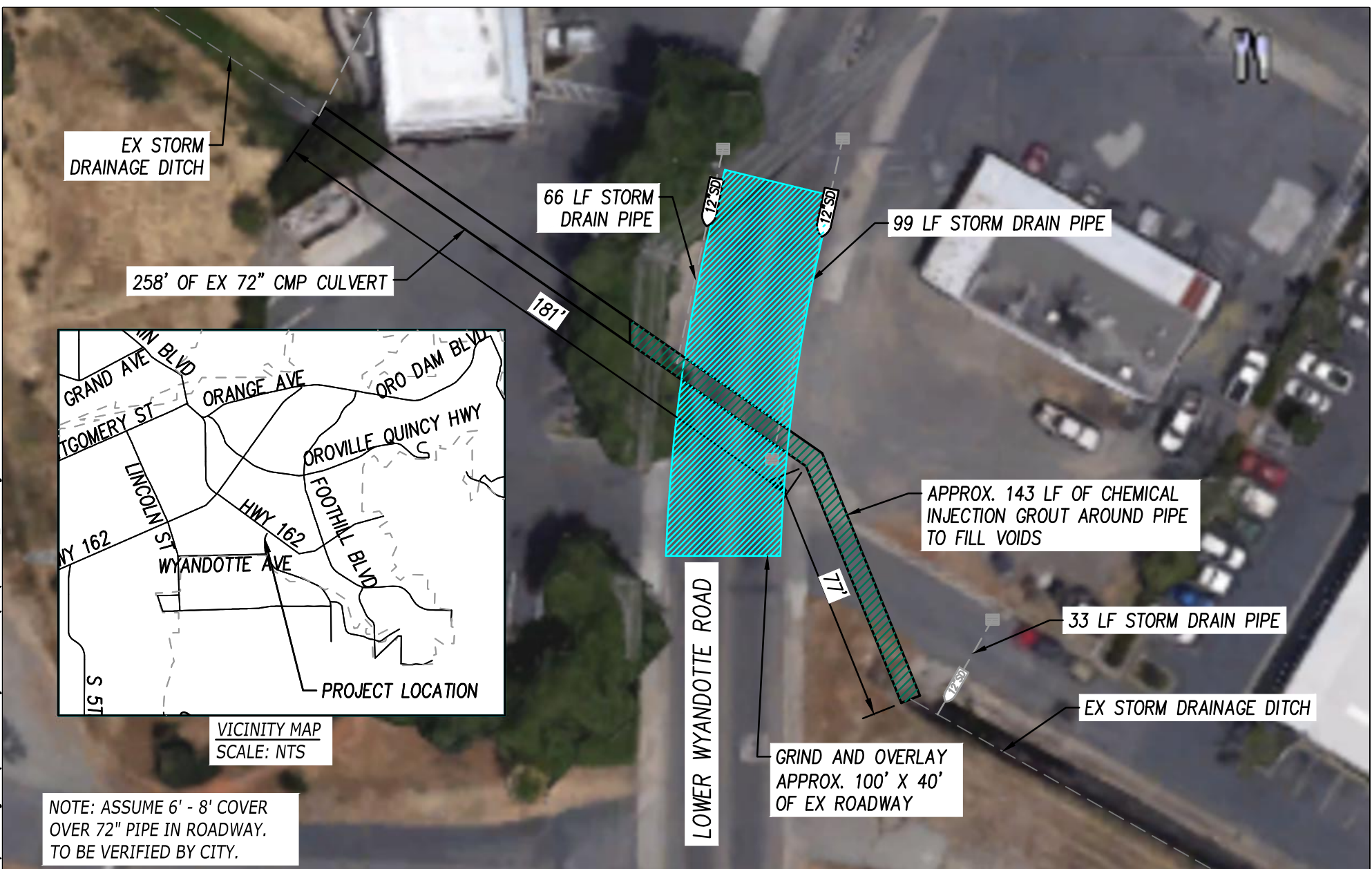
Project Name: Lower Wyandotte Culvert Rehabilitation				Project No: 17601A-13	
Location Lower Wyandotte Rd				Contract No:	
				Client Name City of Oroville	
QTY. ORIGINATOR Gabriel Rodell	DATE 09/11/18	QTY. CHECKER Mike Massaro	DATE 09/20/18	PRICED BY Gabriel Rodell	DATE 09/11/18

Item No.	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
Items					
1	Mobilization/Demobilization	1	LS	\$15,000.00	\$15,000.00
2	Traffic Control	1	LS	\$15,000.00	\$15,000.00
3	Chemical Grout Injection	1	LS	\$63,500.00	\$63,500.00
4	Hot Mix Asphalt, Type A (3/4")	50	TON	\$180.00	\$9,000.00
5	Adjust Structure to Grade	1	EA	\$1,500.00	\$1,500.00
6	Cold Plane Asphalt Concrete	444	SY	\$20.00	\$8,888.89
7					
SUBTOTAL					\$112,888.89

	Subtotal =	\$112,889
Contractor Overhead and Profit	5.0% =	\$5,644
Design Contingency on OPCC	20% =	\$22,578
Contractor's Bond	1.0% =	\$1,129
Construction Total		\$142,240
City Staff & Engineering	10% =	\$14,224
Construction Management	15% =	\$21,336
	Grand Total =	\$177,800

BENNETT ENGINEERING SERVICES ASSUMES NO RESPONSIBILITY FOR DIFFERENCES BETWEEN THESE QUANTITIES AND FINAL PAY QUANTITIES.

Plot Date: September 14, 2018 - 1:15 pm
File Name: P:\Proj\17601A-Oroville-Special Assignment\113 - Lower Wyandotte Culvert\CAD\17601A-13_Exhibit.dwg



VICINITY MAP
SCALE: NTS

NOTE: ASSUME 6' - 8' COVER
OVER 72" PIPE IN ROADWAY.
TO BE VERIFIED BY CITY.

09/14/18



CULVERT REHAB AREA

LOWER WYANDOTTE CULVERT REHABILITATION
PROJECT No. 17601A-13 SHEET 1 OF 1

