



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

OCTOBER 18, 2016
REGULAR MEETING
CLOSED SESSION 5:00 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

CLOSED SESSION (5:00 P.M.)

ROLL CALL

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

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 4)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Oath of Office for Volunteer in Police Services Representative **Mark Collum**

Presentation by **Pastor Ron LaGatta** for Assistant Police Chief **Allen Byers**

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE A OCTOBER 4, 2016 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Community Development Department

2. **PURCHASE OF GRANITENET ASSET INSPECTION SOFTWARE** – staff report

The Council may consider the purchase of GraniteNet Asset Inspection and Decision Support software, from WECO Industries, in the amount of \$14,096, to upgrade the Sewer Department's Pipeline Inspection

Computer and data collection. **(Tyson, Pardee, IT Manager, Jesse Smith, GIS Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of GraniteNet Asset Inspection and Decision Support software from WECO Industries, in the amount of \$14,096, for the Sewer Department's Pipeline Inspection Computer and data collection.**

3. RESOLUTION OF SUPPORT FOR THE KONKOW VALLLEY BAND OF MAIDU INDIANS' FEDERAL RECOGNITION PETITION – staff report

The Council may consider adopting a resolution in support of the Konkow Valley Band of Maidu Indians' efforts to obtain federal recognition. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8547 – A RESOLUTION OF THE OROVILLE CITY COUNCIL IN SUPPORT OF THE KONKOW BAND OF MAIDU INDIANS OF BUTTE COUNTY, CALIFORNIA.**

4. PURCHASE OF COMPUTER UPGRADES FOR PUBLIC SAFETY DEPARTMENT – staff report

The Council may consider the purchase of new workstations and monitors from Dell, utilizing the Western States Contracting Alliance bid, in an amount not to exceed \$14,000, for the Public Safety Department offices. **(Tyson Pardee, IT Manager and Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Authorize the purchase of new workstations and monitors from Dell, utilizing the Western States Contracting Alliance bid, in an amount not to exceed \$14,000, for the Public Safety Department offices.**

Business Assistance and Housing Development Department

5. LEASE AGREEMENT WITH RAY MORGAN COMPANY – staff report

The Council may consider a sixty (60) month Lease Agreement with Ray Morgan Company, in the monthly amount of \$140.21, for a new Canon Image Runner photocopier/scanner/fax machine, for the Business Assistance and Housing Development Department. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8548 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 60-MONTH LEASE AGREEMENT, IN THE MONTHLY AMOUNT OF \$140.21, THROUGH A PIGGYBACK BID WITH RAY MORGAN COMPANY FOR THE LEASE OF ONE (1) CANON IMAGE RUNNER PHOTOCOPIER/SCANNER/FAX MACHINE FOR THE BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT DEPARTMENT - (Agreement No. 3193).**

PUBLIC HEARINGS – None

REGULAR BUSINESS

Public Safety Department

6. ABATEMENT OF BURNED OUT AND ABANDONED STRUCTURES – staff report

The Council may provide direction on the burned out and abandoned structure ordinances of the City and whether to approve the release of a Request for Proposal for the demolition of burned out and abandoned structures. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested:

1. **Receive report and provide direction;**
2. **Authorize the release of Request for Proposal for services relating to the removal of a burned out or abandoned structure;**
3. **Identify a funding source for the associated cost of this activity.**

Community Development Department

7. **REQUEST TO ALLOCATE ADVERTISEMENT SPACE TO THE OROVILLE AREA CHAMBER OF COMMERCE ON AN EXISTING DIGITAL DISPLAY SIGN** – staff report

The Council may consider approving the allocation of 50% of the City's allotted advertisement space on the digital display sign located at the northwest corner of the intersection at Georgia Pacific Road and Feather River Boulevard, to the Oroville Area Chamber of Commerce, for a total of 900 spots (8 second minimum). **(Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the allocation of 50% of the City's allotted advertisement space on the digital display sign located at the northwest corner of the intersection at Georgia Pacific Road and Feather River Boulevard, to the Oroville Area Chamber of Commerce, for a total of 900 spots (8 second minimum).**

8. **CALRECYCLE TIRE-DERIVED PRODUCT GRANT PROGRAM FY 2014-2015** – staff report

The Council may consider giving staff direction regarding the CalRecycle Tire-Derived Product Grant Program, due to expire on April 1, 2017. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

Administration Department

9. **PROPOSED ACQUISITION OF THE PIONEER HISTORY MUSEUM** – staff report

The Council may consider providing staff with direction regarding a request from the native Sons of the Golden West to acquire the Pioneer History Museum. **(Bob Marciniak, Program Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

10. **2017 STATE OF THE CITY ADDRESS AND SAMUEL J. NORRIS AWARD FOR EXCELLENCE PRESENTATION VENUE** – staff report

The Council may consider venue options for the 2017 State of the City Address and presentation of the Samuel J. Norris Award for Excellence. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any committee meetings attended)

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

- Sewerage Commission – Oroville Region
- State of California Department of Housing & Community Development
- Experimental Aircraft Association, Oroville Chapter 1112

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council 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 Council or staff to a statement or question relating to a non-agenda item.

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 City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.95, the City Council will meet with Acting City Administrator and City Attorney regarding potential litigation – two cases.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, November 1, 2016, at 5:00 p.m.

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

**CITY COUNCIL MEETING MINUTES
OCTOBER 4, 2016 – 5:00 P.M.**

The agenda for the October 4, 2016, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Friday, September 30, 2016, at 10:00 a.m.

The October 4, 2016 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:05 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Absent: None

Staff Present:

Bill LaGrone, Director of Public Safety	Scott Huber, City Attorney
Ruth Wright, Director of Finance	Jamie Hayes, Assistant City Clerk
Allen Byers, Assistant Police Chief	Karolyn Fairbanks, Treasurer
Dawn Nevers, Assistant Planner	Gary Layman, Chief Building Official
Wade Atteberry, Public Works Supervisor	Joe Hooks, Police Sergeant
Amy Bergstrand, Management Analyst III	Gil Zarate, Police Lieutenant
Chris Nicodemus, Police Lieutenant	

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented Cindy Hawthorne and Courtney Parker with a Proclamation recognizing October 2016 as Domestic Violence Awareness Month.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS - None

CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Council Member Del Rosario, to approve the following Consent Calendar:

- 1. APPROVAL OF THE MINUTES OF THE A SEPTEMBER 20, 2016 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Administration Department

2. AGREEMENT WITH ACCORD SYSTEMS, LLC. RELATING TO AFFORDABLE CARE ACT COMPLIANCE AND REPORTING – staff report

The Council considered approving an agreement with Accord Systems, LLC. to provide Affordable Care Act compliance and reporting services. **(Liz Ehrenstrom, Human Resource Manager)**

Council Action Requested: **Adopt Resolution No. 8545 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ACCORD SYSTEMS, LLC. TO PROVIDE AFFORDABLE CARE ACT COMPLIANCE AND REPORTING SERVICES – (Agreement No. 3192).**

The motion to approve the Consent Calendar was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

PUBLIC HEARINGS - None

REGULAR BUSINESS

Public Safety Department

3. FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE – staff report

The Council considered a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for Police Services relating to the Oroville Hmong New Year Festival, to be held October 8 - 9, 2016. **(Bill LaGrone, Director of Public Safety)**

A motion was made by Vice Mayor Chan Wilcox, seconded by Council Member Berry, to:

Approve the fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415 (65% of the fee), for Police Services relating to the Oroville Hmong New Year Festival, to be held October 8 - 9, 2016.

The motion was passed by the following vote:

Ayes: Council Member Berry, Del Rosario, Pittman, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Noes: Council Members Hatley, Simpson
Abstain: None
Absent: None

4. **WEED ABATEMENT PROGRAM AND PUBLIC PROPERTY CLEANING** – staff report

The Council considered a request to utilize existing funding within the Public Safety Department's budget to hire an outside vendor to provide weed abatement services and other community cleaning services. **(Bill LaGrone, Director of Public Safety)**

Following a presentation, a motion was made by Council Member Pittman, seconded by Council Member Berry, to:

Authorize the Public Safety Department to utilize the services of The Hope Center for weed abatement and community cleaning projects, in an amount not to exceed available funds in the Public Safety Department's budget, in the amount of \$16,160.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

Community Development Department

5. **TREE REMOVALS ON TABLE MOUNTAIN BOULEVARD AND CHEROKEE ROAD** – staff report

The Council may consider directing staff to remove two (2) trees at the Roundabout Project located on Table Mountain Boulevard and Cherokee Road. **(Donald L. Rust, Director of Community Development)**

Following discussion, the Council directed staff to remove two (2) trees at the Roundabout Project located on Table Mountain Boulevard and Cherokee Road, due to potential future damage to both the trees and to the intersection infrastructure.

Business Assistance & Housing Development Department

6. **AMENDMENT TO THE BUDGET FOR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITIES AND PURCHASE OF FIRE ENGINE AND EQUIPMENT** - staff report

The Council considered an amendment to the budget for the 2014-CDBG-9893 Grant Program & activities and may also consider a bid award with HME, Inc. for the purchase of a fire engine and equipment, in the amount of \$515,697.93. **(Amy Bergstrand, Management Analyst III, Donald Rust, Director of Community Development and Bill LaGrone, Director of Public Safety)**

Following discussion, a motion was made by Vice Mayor Chan Wilcox, seconded by Council Member Pittman, to:

1. **Approve the budget amendment for the 2014-CDBG-9893 Grant Program & activities, as indicated in the fiscal impact of the staff report, dated October 4, 2016.**
2. **Adopt Resolution No. 8546 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AWARDING THE BID TO HME, INC. FOR THE PURCHASE OF A TYPE 3 FIRE ENGINE AND EQUIPMENT, IN THE AMOUNT OF \$515,697.93.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
 Noes: None
 Abstain: None
 Absent: None

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any committee meetings attended)

Mayor Dahlmeier and Council Member Pittman reported their attendance to the Oroville Economic Association's

Vice Mayor Chan Wilcox announced an upcoming Homeless Meet & Greet event featuring Homeless Advocate, Lloyd Pendleton.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Bill LaGrone, Director of Public Safety, advised the Council of two Candidate Forums:

- October 6, 2016 – Exchange Club 2016 Candidate Forum to be held at the Oroville State Theatre
- October 12, 2016 – League of Women Voters 2016 Candidate Forum to be held at the South Oroville Community Center

CORRESPONDENCE

- Historic Downtown Oroville Business Alliance
- State of California Department of Alcoholic Beverage Control
- Butte County Farm Bureau and University of California Cooperative Extension

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

August Lincoln posed questions relating to Measure R – Public Safety Solutions for Oroville – Sales Tax Measure.

Linda Draper announced the Meet & Greet upcoming Homeless Meet & Greet event featuring Homeless Advocate, Lloyd Pendleton.

Tasha Levinson made comments relating to the upcoming Homeless Meet & Greet event featuring Homeless Advocate, Lloyd Pendleton.

Council Member Pittman made comments relating to roadway infrastructure, or lack thereof, on Elgin Street.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.95, the City Council met with Acting City Administrator and City Attorney regarding potential litigation – two cases.

Mayor Dahlmeier announced that there were no reportable actions taken in Closed Session and direction had been given to staff.

ADJOURNMENT

The meeting was adjourned at 6:46 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, October 18, 2016, at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: TYSON PARDEE, MANAGER
JESSE SMITH, GIS SPECIALIST
INFORMATION TECHNOLOGY DIVISION
DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: PURCHASE OF GRANITENET ASSET INSPECTION SOFTWARE

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider the purchase of GraniteNet Asset Inspection and Decision Support software, from WECO Industries, in the amount of \$14,096, to upgrade the Sewer Department's Pipeline Inspection Computer and data collection.

BACKGROUND

In 2009, the Sewer Division purchased a pipeline inspection van from CUES. The purchase included software provided by CUES to manage data collection and is called GraniteXP. GranitXP is old software and CUES is working on phasing out GranitXP and replacing it with GranitNet. To take advantage of the new software features and ongoing support, the Sewer Division will need to upgrade its software. Additionally, the computer on the van is overdue to be replaced. The price of this upgrade includes the cost of a new computer. The Sewer Division will reduce their annual maintenance contract with CUES from \$3,600 to \$2,500.

Please be advised that staff may return in the near future with additional upgrades for the camera portion of the van. Staff is still determining the necessity of camera upgrades.

FISCAL IMPACT

WECO Industries	\$14,096 (GraniteNet Upgrade)
CUES	\$ 2,500 (Total Annual Cost)

Sewer Fund 400-6410-4001

RECOMMENDATION

Authorize the purchase of GraniteNet Asset Inspection and Decision Support software

from WECO Industries, in the amount of \$14,096, for the Sewer Department's Pipeline Inspection Computer and data collection.

ATTACHMENTS

A - Quote



September 15, 2016

Jesse Smith
GIS Administrator
City of Oroville CA
Office: (530) 538-2423
smithjw@cityoforoville.org

RE: GraniteNet Software Quote

Mr. Smith:

Thank you for the opportunity to quote the GraniteNet Asset Inspection and Decision Support software platform from CUES, the most trusted brand in North America for pipeline inspection technology.

For more than a decade, CUES has supplied the industry with the most innovative and extensible software platform available to help utilities and contractors alike achieve their regulatory and productivity goals. Our clients demand software that is able to be customized to meet their needs while supporting the process flows unique to their organization. GraniteNet offers unmatched flexibility to create many different types of inspections in addition to CCTV assessments such as cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, light pole inspections etc. Additionally, this new software platform offers a very simple User Interface to allow people to quickly become proficient users, often in a matter of minutes.

For those organizations that desire more advanced capabilities such as GIS map (ESRI/Cartegraph) integration, CMMS integration (Cityworks, Maximo, Infor Hansen), User Management controls, enterprise database support (Oracle & SQL), a Web-based Portal, custom Scoring formulas, etc., the CUES GraniteNet software platform can meet the needs of the city of Oroville now or in the future as the requirements evolve.

The following is a short description of each GraniteNet software package and the suggested optional modules to be included in the software package for the city of Oroville.

Please feel free to contact me with any questions, comments or concerns.

Sincerely,

Tom Johnson
WECO Industries, LLC
Office: (800) 677-6661 Ext. 4

GraniteNet Inspection Premium Package

GraniteNet Premium captures a wide array of data and video from robotic transporters deployed in pipelines. It is highly specialized and customizable, yet simple enough for users to learn to operate quickly.

GraniteNet has many advantages which are critical to deploying a comprehensive Capacity Assurance, Management, Operation, and Maintenance program (CMOM) that is aligned with Federal regulations. Below are some of the key features offered by the software:

- Asset based architecture
- Dynamic pipe graphs are navigable to any observation within the inspection
- CD/DVD burning
- Synchronization
- Out-of-the-box Reporting
- Reports available in HTML, ASCII and PDF formats along with the standard printed reports
- Built-in functionality to email reports
- Unlimited still images can be captured (dependent upon hard drive space)
- User customizable screen layouts and mandatory fields can be specified to meet client specifications
- Built in synchronization mechanism to allow precise data aggregation
- The ability to take additional still images (snapshots) during playback in the truck or the office.
- Tasks can be assigned and managed throughout the system

GraniteNet Office Software License

Used primarily by engineers and supervisors, the Office Edition allows CCTV inspection records to be edited and changed upon subsequent review. This edition has the ability to generate reports, allow users to modify inspections and observations gathered in the field, synchronize inspections, capture images from playback, and view mapped data.

GraniteNet ESRI Import Module

This optional module for GraniteNet provides a bi-directional interface between ESRI ARCGIS 10.X and the GraniteNet software. This module enables GIS features to be imported directly into GraniteNet where they can be used to verify and validate the location of utility assets.

GraniteNet ESRI Interface Module

Developed by CUES as a registered business partner with ESRI, this optional module for GraniteNet allows users to be able to point and click on an asset from within the GraniteNet integrated map. After clicking on the asset, the asset and inspection panes are automatically populated with the asset's attribute information. The operator may initiate an inspection by simply selecting the asset on the map and right-clicking. The GraniteNet ESRI Interface also provides the ability to create a new asset in the field. The

system is able to collect, store, display, manipulate and analyze data, and then link the information to the ESRI ArcGIS map file. The software provides a chronological record of every inspection completed on the asset.

ESRI Import Implementation - Professional Services

This implementation includes configuration, documentation, and training with the city's office staff by a CUES software division GIS consultant in accordance with the unique business requirements of the city of Saint Paul. CUES will work with Operations personnel to define the goals and then define and document the standard operating procedures.

GraniteNet Software Support Plan

Superior technical support provided by a high caliber team of experts that includes on-going software maintenance release updates available online for download including the latest technical documentation and at no additional charge. Professional telephone support is available Monday through Friday 8:00 AM – 5:00 PM EST as well as remote online technical support. Access to online support services including FAQ's, the CUES knowledge base, user forums and downloads are available through the Granite customer support website, www.granitexp.com.

Pricing follows on next page.

Part#	GraniteNet Software & Services	Price	Qty.	Subtotal	Discount	Actual
GN901	Premium Inspection Package including: GraniteNet Basic, Core Basic, Core Advanced, Main Inspection Module, Analog Video Recording Module Mainline, Video Indexing Module, Titling, Distance Acquisition, Still Image Capture Module, Data Transfer	\$14,000	1	\$14,000	(\$14,000)	\$0
GN904	Office License	\$1,250	2	\$2,500	(\$2,500)	\$0
GN905	Indexing Viewer License	\$45	4	\$180	(\$180)	\$0
GN523	ESRI Import Module	\$2,005	1	\$2,005	(\$2,005)	\$0
GN521	ESRI Mapview Interface Module	\$6,995	1	\$6,995	(\$6,995)	\$0
GN576	ESRI Re-Implementation	\$4,500	1	\$4,500		\$4,500
GN538	Office Support Plan	\$350	2	\$700		\$700
GN550	Granite XP to GraniteNet Data Migration	\$1,600	1	\$1,600		\$1,600
	On Site Training	\$703	3	\$2109		\$2109
Subtotal for GraniteNet Software Licenses						\$8,909
	Rack Mount Computer including keyboard, mouse, blank panel for retro, and shipping	\$4,242	1	\$4,242		\$4,242
TR1058	Type A USB Cable	\$23	2	\$46		\$46
712960	Cabling	\$19	1	\$19		\$19
EC2462	Xbob	\$770	1	\$770		\$770
MS370	Footage Adapter	\$127	1	\$127		\$127
TR177	Cabling	\$31	1	\$31		\$31
EC1103	Cabling	\$29	1	\$29		\$29
EC1135	Cabling	\$19	1	\$19		\$19
TR1957- 1	Blank Gray Panel for the ProData	\$54	2	\$54		\$54
Subtotal for GraniteNet Hardware						\$5,337
Please add CA State Sales Tax to Hardware						
<i>Not due until 06/26/2017</i>						
GN536	Inspection Premium Support Plan	\$1,800	1	\$1,800		
Grand Total						\$14,096
This quote will provision the city of Oroville CA with 1 Premium Field Inspection license and 2 Office Licenses.						

Terms: Net 30
 FOB: Destination
 Delivery: As Required
 This quote is valid until 12/31/16

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: RESOLUTION OF SUPPORT FOR THE KONKOW VALLLEY BAND OF
MAIDU INDIANS' FEDERAL RECOGNITION PETITION**

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider adopting a resolution in support of the Konkow Valley Band of Maidu Indians' efforts to obtain federal recognition.

DISCUSSION

Mark Clark, Secretary for the Konkow Valley Band of Maidu Indians, has approached the City for support in their Tribe's petition for Federal recognition. The Tribe is currently unrecognized by the Federal government but the Tribe is actively seeking Federal recognition and has initiated the petition process. Federal acknowledgement that certain American Indian groups exist as tribes by the Department of the Interior, Bureau of Indian Affairs, is a prerequisite to the protection, services, and benefits of the Federal government available to Indian tribes by virtue of their status as tribes. Acknowledgment also means that the tribe is entitled to the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Adopt Resolution No. 8547 - A RESOLUTION OF THE OROVILLE CITY COUNCIL IN SUPPORT OF THE KONKOW VALLLEY BAND OF MAIDU INDIANS OF BUTTE COUNTY, CALIFORNIA.

ATTACHMENT

A – Resolution No. 8547

B – Resolution of Support from the Round Valley Indian Tribes

C – Letter of Support from the Enterprise Rancheria Estom Yumeka Maidu Tribe

D – Federal Recognition Procedures



**CITY OF OROVILLE
RESOLUTION NO. 8547**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL IN SUPPORT OF THE
KONKOW VALLEY BAND OF MAIDU INDIANS OF BUTTE COUNTY, CALIFORNIA**

WHEREAS, the Konkow Valley Band of Maidu Indians of Butte County, California, are the descendants of the original aboriginal inhabitants in the region of the west branch and North Fork of the Feather River, including all its tributaries; and

WHEREAS, it is historically known that some tribal people from the Konkow Tribe were relocated to what was called the Nome Cult Farm, now known as the Round Valley Indian Tribes, Round Valley Indian Reservation; and

WHEREAS, it is further acknowledged that there are different bands of tribal people who lived in specified historic locations and still exist today, with one such tribe being the Konkow Valley Band of Maidu Indians; and

WHEREAS, the Konkow Valley Band of Maidu Indians has been working to obtain Federal recognition and is seeking a resolution of support from the City of Oroville.

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

1. The City of Oroville recognizes the Konkow Valley Band of Maidu Indian Tribe as an autonomous, separate and distinct tribe and sovereign entity.
2. The City of Oroville fully supports the Konkow Valley Band of Maidu Indian Tribe's efforts to obtain federal recognition and a trust relationship with the United States of America.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 18, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk



aka
Mark Clark
Councilor 2006-2014 2016-current
City of Wood Village, Oregon

ROUND VALLEY INDIAN TRIBES
A Sovereign Nation of Confederated Tribes

TRIBAL COUNCIL OFFICE
77826 COVELO ROAD
COVELO, CALIFORNIA 95428
PHONE: 707-983-6128
FAX: 707-983-6128



LOCATION: ON STATE HWY 162
ONE MILE NORTH OF COVELO
IN ROUND VALLEY
TRIBAL TERRITORY SINCE TIME BEGAN

ROUND VALLEY RESERVATION ESTABLISHED 1856

RESOLUTION NO. RV-2016-027

**A RESOLUTION OF SUPPORT FOR THE KONKOW VALLEY
BAND OF MAIDU INDIANS OF BUTTE COUNTY, CALIFORNIA**

WHEREAS, the Round Valley Indian Tribes are the sovereign Tribal Nation of the Indian Tribes of the Round Valley Indian Reservation, and

WHEREAS, the Round Valley Tribal Council is recognized by the Federal Government of the United States of America as the governing body for the Indians of the Reservation, and

WHEREAS, Article V, Section of the Constitution of the Round Valley Indian Tribes authorizes the Round Valley Tribal Council to administer all Tribal Business, and

WHEREAS, the Konkow Valley Band of Maidu Indians of Butte County, California are the descendants of the original aboriginal inhabitants in the region of the west branch and North Fork of the Feather River, including all its' tributaries, and

WHEREAS, with the establishment of reservations in the mid 1880 many Tribes were rounded up and forcefully relocated to reservations, and

WHEREAS, it is historically known that some tribal people from the Konkow Tribe, along with the Pit Rivers, Pomo, Wailacki and Nomlacki were relocated to what was called the Nome Cult Farm, now known as the Round Valley Indian Tribes, Round Valley Indian Reservation, and

WHEREAS, it is further acknowledged that this was a tragic part of history whereby our Indian people were driven from their homeland, many dying along the way, many escaping in hopes to return to their homeland, and

WHEREAS, it is further acknowledged that there are different bands of Tribal people who lived in specified historic locations and still exist today, one such Tribe is the Konkow Valley Band of Maidu Indians, and

WHEREAS, Konkow Valley Band of Maidu Indians has been working to get federal recognition and is seeking a resolution of support from the Round Valley Tribal Council, and

WHEREAS, the Round Valley Tribal Council feels that the Konkow Valley Band of Maidu Indian Tribe, Butte County, California meets all criteria for federal recognition.

NOW THEREFORE BE IT RESOLVED, the Round Valley Tribal Council recognizes the Konkow Valley Band of Maidu Indian Tribe as an autonomous, separate and distinct Tribe and sovereign entity.

BE IT FURTHER RESOLVED, that the Round Valley Tribal Council fully supports the Konkow Valley Band of Maidu Indian Tribe's efforts to obtain federal recognition and a trust relationship with the United States.

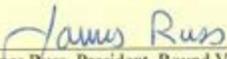
BE IT FURTHER RESOLVED, that the President of the Round Valley Tribal Council, and/or the Vice-President in the absence of the President is hereby authorized by the governing body to execute said resolution of support for the Konkow Valley Band of Maidu Indian Tribe for federal recognition.

CERTIFICATION

I, the undersigned as President of the Round Valley Indian Tribes do hereby certify that this resolution was adopted at a duly noticed and duly called special/regular meeting of the Round Valley Tribal Council at which five (5) members were present, constituting a quorum held on the 26th day of May 2016, and that this resolution was adopted by a vote of:

For	_____	Four (4)
Against	_____	None (0)
Abstentions	_____	One (1)

And that said resolution has not been rescinded or amended in any way.



James Russ, President, Round Valley
Tribal Council

ATTEST:



Executive Secretary, Round Valley Tribal
Council



Enterprise Rancheria

Estom Yumeka Maidu Tribe

2133 Monte Vista Ave
Oroville, CA. 95966

Ph: (530) 532-9218
Fax: (530) 532-1768
Email: info@enterpriserancheria.org

September 1, 2016

Mr. Wallace Clark-Wilson
P.O. Box 5850
Oroville, CA 95966

Dear Mr. Clark-Wilson,

The Tribal Council of the Enterprise Rancheria Estom Yumeka Maidu Tribe is pleased to send this letter of support for your Federal Recognition. We recognize the Konkow Valley Band of Maidu Indians of Butte County, California are the descendants of the original aboriginal inhabitants in the region of the west branch and North Fork of the Feather River, including all its tributaries.

In the tragic history of our area we know that the Konkow Valley Band of Maidu Indians along with many other tribes were relocated to the area known as the Nome Cult farm, now known as the Round Valley Indian Reservation. Among the many Maidu that were forced to relocate from our aboriginal territory, many maintained a continuous and organized tribal structure that preserved traditions, language and traditional tribal government practices. We know the Konkow Valley Band of Maidu Indians maintained their tribe through these practices and still exist despite all the challenges and tragedies faced by California tribes.

Our Tribal Council recognizes the Konkow Valley Band of Maidu Indian as an autonomous, separate and distinct tribe and sovereign entity and fully supports the Konkow Valley Band of Maidu Indians efforts to obtain federal recognition and a trust relationship with the United States of America.

Sincerely,

Glenda Nelson
Tribal Chairperson
Enterprise Rancheria Estom Yumeka Maidu Tribe

Mark Clark, Secretary
Konkow Valley Band of Maidu Indians
konkowvalleybandofMaiduIndians@gmail.com



TITLE 25--INDIANS

CHAPTER I--BUREAU OF INDIAN AFFAIRS, DEPARTMENT OF THE INTERIOR

PART 83 PROCEDURES FOR ESTABLISHING THAT AN AMERICAN INDIAN GROUP
EXISTS AS AN INDIAN TRIBE

Sec.

- 83.1 Definitions.
- 83.2 Purpose.
- 83.3 Scope.
- 83.4 Filing a letter of intent.
- 83.5 Duties of the Department
- 83.6 General provisions for the documented petition.
- 83.7 Mandatory criteria for Federal acknowledgment.
- 83.8 Previous Federal acknowledgment.
- 83.9 Notice of receipt of a petition.
- 83.10 Processing of the documented petition.
- 83.11 Independent review, reconsideration, and final action.
- 83.12 Implementation of decisions.
- 83.13 Information collection.

§ 83.1 Definitions.

As used in this part:

Area Office means a Bureau of Indian Affairs Area Office.

Assistant Secretary means the Assistant Secretary--Indian Affairs, or that officer's authorized representative.

Autonomous means the exercise of political influence or authority independent of the control of any other Indian governing entity. Autonomous must be understood in the context of the history, geography, culture and social organization of the petitioning group.

Board means the Interior Board of Indian Appeals.

Bureau means the Bureau of Indian Affairs.

Community means any group of people which can demonstrate that consistent interactions and significant social relationships exist within its membership and that its members are differentiated from and identified as distinct from nonmembers. Community must be understood in the context of the history, geography, culture and social organization of the group.

Continental United States means the contiguous 48 states and Alaska.

Continuously or continuous means extending from first sustained contact with non-Indians throughout the group's history to the present substantially without interruption.

Department means the Department of the Interior.

Documented petition means the detailed arguments made by a petitioner to substantiate its claim to continuous existence as an Indian tribe, together with the factual exposition and all documentary evidence necessary to demonstrate that these arguments address the mandatory criteria in § 83.7(a) through (g).

Historically, historical or history means dating from first sustained contact with non-Indians.

Indian group or group means any Indian or Alaska Native aggregation within the continental United States that the Secretary of the Interior does not acknowledge to be an Indian tribe.

Indian tribe, also referred to herein as *tribe*, means any Indian or Alaska Native tribe, band, pueblo, village, or community within the continental United States that the Secretary of the Interior presently acknowledges to exist as an Indian tribe.

Indigenous means native to the continental United States in that at least part of the petitioner's territory at the time of sustained contact extended into what is now the continental United States.

Informed party means any person or organization, other than an interested party, who requests an opportunity to submit comments or evidence or to be kept informed of general actions regarding a specific petitioner.

Interested party means any person, organization or other entity who can establish a legal, factual or property interest in an acknowledgment determination and who requests an opportunity to submit comments or evidence or to be kept informed of general actions regarding a specific petitioner. "Interested party" includes the governor and attorney general of the state in which a petitioner is located, and may include, but is not limited to, local governmental units, and any recognized Indian tribes and unrecognized Indian groups that might be affected by an acknowledgment determination.

Letter of intent means an undocumented letter or resolution by which an Indian group requests Federal acknowledgment as an Indian tribe and expresses its intent to submit a documented petition.

Member of an Indian group means an individual who is recognized by an Indian group as meeting its membership criteria and who consents to being listed as a member of that group.

Member of an Indian tribe means an individual who meets the membership requirements of the tribe as set forth in its governing document or, absent such a document, has been recognized as a member collectively by those persons comprising the tribal governing body, and has consistently maintained tribal relations with the tribe or is listed on the tribal rolls of that tribe as a member, if such rolls are kept.

Petitioner means any entity that has submitted a letter of intent to the Secretary requesting acknowledgment that it is an Indian tribe.

Political influence or authority means a tribal council, leadership, internal process or other mechanism which the group has used as a means of influencing or controlling the behavior of its members in significant respects, and/or making decisions for the group which substantially affect its members, and/or representing the group in dealing with outsiders in matters of consequence. This process is to be understood in the context of the history, culture and social organization of the group.

Previous Federal acknowledgment means action by the Federal government clearly premised on identification of a tribal political entity and indicating clearly the recognition of a relationship between that entity and the United States.

Secretary means the Secretary of the Interior or that officer's authorized representative.

Sustained contact means the period of earliest sustained non-Indian settlement and/or governmental presence in the local area in which the historical tribe or tribes from which the petitioner descends was located historically.

Tribal relations means participation by an individual in a political and social relationship with an Indian tribe.

Tribal roll, for purposes of these regulations, means a list exclusively of those individuals who have been determined by the tribe to meet the tribe's membership requirements as set forth in its governing document. In the absence of such a document, a tribal roll means a list of those recognized as members by the tribe's governing body. In either case, those individuals on a tribal roll must have affirmatively demonstrated consent to being listed as members.

§ 83.2 Purpose.

The purpose of this part is to establish a departmental procedure and policy for acknowledging that certain American Indian groups exist as tribes. Acknowledgment of tribal existence by the Department is a prerequisite to the protection, services, and benefits of the Federal government available to Indian tribes by virtue of their status as tribes. Acknowledgment shall also mean that the tribe is entitled to the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes. Acknowledgment shall subject the Indian tribe to the same authority of Congress and the United States to which other federally acknowledged tribes are subjected.

§ 83.3 Scope.

(a) This part applies only to those American Indian groups indigenous to the continental United States which are not currently acknowledged as Indian tribes by the Department. It is intended to apply to groups that can establish a substantially continuous tribal existence and which have functioned as autonomous entities throughout history until the present.

(b) Indian tribes, organized bands, pueblos, Alaska Native villages, or communities which are already acknowledged as such and are receiving services from the Bureau of Indian Affairs may not be reviewed under the procedures established by these regulations.

(c) Associations, organizations, corporations or groups of any character that have been formed in recent times may not be acknowledged under these regulations. The fact that a group that meets the criteria in § 83.7 (a) through (g) has recently incorporated or otherwise formalized its existing autonomous political process will be viewed as a change in form and have no bearing on the Assistant Secretary's final decision.

(d) Splinter groups, political factions, communities or groups of any character that separate from the main body of a currently acknowledged tribe may not be acknowledged under these regulations. However, groups that can establish clearly that they have functioned throughout history until the present as an autonomous tribal entity may be acknowledged under this part, even though they have been regarded by some as part of or have been associated in some manner with an acknowledged North American Indian tribe.

(e) Further, groups which are, or the members of which are, subject to congressional legislation terminating or forbidding the Federal relationship may not be acknowledged under this part.

(f) Finally, groups that previously petitioned and were denied Federal acknowledgment under these regulations or under previous regulations in part 83 of this title, may not be acknowledged under these regulations. This includes reorganized or reconstituted petitioners previously denied, or splinter groups, spin-offs, or component groups of any type that were once part of petitioners previously denied.

(g) Indian groups whose documented petitions are under active consideration at the effective date of these revised regulations may choose to complete their petitioning process either under these regulations or under the previous acknowledgment regulations in part 83 of this title. This choice must be made by April 26, 1994. This option shall apply to any petition for which a determination is not final and effective. Such petitioners may request a suspension of consideration under § 83.10(g) of not more than 180 days in order to provide additional information or argument.

§ 83.4 Filing a letter of intent.

(a) Any Indian group in the continental United States that believes it should be acknowledged as an Indian tribe and that it can satisfy the criteria in § 83.7 may submit a letter of intent.

(b) Letters of intent requesting acknowledgment that an Indian group exists as an Indian tribe shall be filed with the Assistant Secretary--Indian Affairs, Department of the Interior, 1849 C Street, NW., Washington, DC 20240. Attention: Branch of Acknowledgment and Research, Mail Stop 2611-MIB. A letter of intent may be filed in advance of, or at the same time as, a group's documented petition.

(c) A letter of intent must be produced, dated and signed by the governing body of an Indian group and submitted to the Assistant Secretary.

§ 83.5 Duties of the Department.

(a) The Department shall publish in the Federal Register, no less frequently than every three years, a list of all Indian tribes entitled to receive services from the Bureau by virtue of their status as Indian tribes. The list may be published more frequently, if the Assistant Secretary deems it necessary.

(b) The Assistant Secretary shall make available revised and expanded guidelines for the preparation of documented petitions by September 23, 1994. These guidelines will include an explanation of the criteria and other provisions of the regulations, a discussion of the types of evidence which may be used to demonstrate particular criteria or other provisions of the regulations, and general suggestions and guidelines on how and where to conduct research. The guidelines may be supplemented or updated as necessary. The Department's example of a documented petition format, while preferable, shall not preclude the use of any other format.

(c) The Department shall, upon request, provide petitioners with suggestions and advice regarding preparation of the documented petition. The Department shall not be responsible for the actual research on behalf of the petitioner.

(d) Any notice which by the terms of these regulations must be published in the Federal Register, shall also be mailed to the petitioner, the governor of the state where the group is located, and to other interested parties.

(e) After an Indian group has filed a letter of intent requesting Federal acknowledgment as an Indian tribe and until that group has actually submitted a documented petition, the Assistant Secretary may contact the group periodically and request clarification, in writing, of its intent to continue with the petitioning process.

(f) All petitioners under active consideration shall be notified, by April 16, 1994, of the opportunity under § 83.3(g) to choose whether to complete their petitioning process under the provisions of these revised regulations or the previous regulations as published, on September 5, 1978, at 43 FR 39361.

(g) All other groups that have submitted documented petitions or letters of intent shall be notified of and provided with a copy of these regulations by July 25, 1994.

§ 83.6 General provisions for the documented petition.

(a) The documented petition may be in any readable form that contains detailed, specific evidence in support of a request to the Secretary to acknowledge tribal existence.

(b) The documented petition must include a certification, signed and dated by members of the group's governing body, stating that it is the group's official documented petition.

(c) A petitioner must satisfy all of the criteria in paragraphs (a) through (g) of § 83.7 in order for tribal existence to be acknowledged. Therefore, the documented petition must include thorough explanations and supporting documentation in response to all of the criteria. The definitions in § 83.1 are an integral part of the regulations, and the criteria should be read carefully together with these definitions.

(d) A petitioner may be denied acknowledgment if the evidence available demonstrates that it does not meet one or more criteria. A petitioner may also be denied if there is insufficient evidence that it meets one or more of the criteria. A criterion shall be considered met if the available evidence establishes a reasonable likelihood of the validity of the facts relating to that criterion. Conclusive proof of the facts relating to a criterion shall not be required in order for the criterion to be considered met.

(e) Evaluation of petitions shall take into account historical situations and time periods for which evidence is demonstrably limited or not available. The limitations inherent in demonstrating the historical existence of community and political influence or authority shall

also be taken into account. Existence of community and political influence or authority shall be demonstrated on a substantially continuous basis, but this demonstration does not require meeting these criteria at every point in time. Fluctuations in tribal activity during various years shall not in themselves be a cause for denial of acknowledgment under these criteria.

(f) The criteria in § 83.7 (a) through (g) shall be interpreted as applying to tribes or groups that have historically combined and functioned as a single autonomous political entity.

(g) The specific forms of evidence stated in the criteria in § 83.7 (a) through (c) and § 83.7(e) are not mandatory requirements. The criteria may be met alternatively by any suitable evidence that demonstrates that the petitioner meets the requirements of the criterion statement and related definitions.

§ 83.7 Mandatory criteria for Federal acknowledgment.

The mandatory criteria are:

(a) The petitioner has been identified as an American Indian entity on a substantially continuous basis since 1900. Evidence that the group's character as an Indian entity has from time to time been denied shall not be considered to be conclusive evidence that this criterion has not been met. Evidence to be relied upon in determining a group's Indian identity may include one or a combination of the following, as well as other evidence of identification by other than the petitioner itself or its members.

- (1) Identification as an Indian entity by Federal authorities.
- (2) Relationships with State governments based on identification of the group as Indian.
- (3) Dealings with a county, parish, or other local government in a relationship based on the group's Indian identity.
- (4) Identification as an Indian entity by anthropologists, historians, and/or other scholars.
- (5) Identification as an Indian entity in newspapers and books.
- (6) Identification as an Indian entity in relationships with Indian tribes or with national, regional, or state Indian organizations.

(b) A predominant portion of the petitioning group comprises a distinct community and has existed as a community from historical times until the present.

(1) This criterion may be demonstrated by some combination of the following evidence and/or other evidence that the petitioner meets the definition of community set forth in § 83.1:

- (i) Significant rates of marriage within the group, and/or, as may be culturally required, patterned out-marriages with other Indian populations.
- (ii) Significant social relationships connecting individual members.
- (iii) Significant rates of informal social interaction which exist broadly among the members of a group.
- (iv) A significant degree of shared or cooperative labor or other economic activity among the membership.

(v) Evidence of strong patterns of discrimination or other social distinctions by non-members.

(vi) Shared sacred or secular ritual activity encompassing most of the group.

(vii) Cultural patterns shared among a significant portion of the group that are different from those of the non-Indian populations with whom it interacts. These patterns must function as more than a symbolic identification of the group as Indian. They may include, but are not limited to, language, kinship organization, or religious beliefs and practices.

(viii) The persistence of a named, collective Indian identity continuously over a period of more than 50 years, notwithstanding changes in name.

(ix) A demonstration of historical political influence under the criterion in § 83.7(c) shall be evidence for demonstrating historical community.

(2) A petitioner shall be considered to have provided sufficient evidence of community at a given point in time if evidence is provided to demonstrate any one of the following:

(i) More than 50 percent of the members reside in a geographical area exclusively or almost exclusively composed of members of the group, and the balance of the group maintains consistent interaction with some members of the community;

(ii) At least 50 percent of the marriages in the group are between members of the group;

(iii) At least 50 percent of the group members maintain distinct cultural patterns such as, but not limited to, language, kinship organization, or religious beliefs and practices;

(iv) There are distinct community social institutions encompassing most of the members, such as kinship organizations, formal or informal economic cooperation, or religious organizations; or

(v) The group has met the criterion in § 83.7(c) using evidence described in § 83.7(c)(2).

(c) The petitioner has maintained political influence or authority over its members as an autonomous entity from historical times until the present.

(1) This criterion may be demonstrated by some combination of the evidence listed below and/or by other evidence that the petitioner meets the definition of political influence or authority in § 83.1.

(i) The group is able to mobilize significant numbers of members and significant resources from its members for group purposes.

(ii) Most of the membership considers issues acted upon or actions taken by group leaders or governing bodies to be of importance.

(iii) There is widespread knowledge, communication and involvement in political processes by most of the group's members.

(iv) The group meets the criterion in § 83.7(b) at more than a minimal level.

(v) There are internal conflicts which show controversy over valued group goals, properties, policies, processes and/or decisions.

(2) A petitioning group shall be considered to have provided sufficient evidence to demonstrate the exercise of political influence or authority at a given point in time by demonstrating that group leaders and/or other mechanisms exist or existed which:

- (i) Allocate group resources such as land, residence rights and the like on a consistent basis.
 - (ii) Settle disputes between members or subgroups by mediation or other means on a regular basis;
 - (iii) Exert strong influence on the behavior of individual members, such as the establishment or maintenance of norms and the enforcement of sanctions to direct or control behavior;
 - (iv) Organize or influence economic subsistence activities among the members, including shared or cooperative labor.
- (3) A group that has met the requirements in paragraph 83.7(b)(2) at a given point in time shall be considered to have provided sufficient evidence to meet this criterion at that point in time.

(d) A copy of the group's present governing document including its membership criteria. In the absence of a written document, the petitioner must provide a statement describing in full its membership criteria and current governing procedures.

(e) The petitioner's membership consists of individuals who descend from a historical Indian tribe or from historical Indian tribes which combined and functioned as a single autonomous political entity.

(1) Evidence acceptable to the Secretary which can be used for this purpose includes but is not limited to:

- (i) Rolls prepared by the Secretary on a descendency basis for purposes of distributing claims money, providing allotments, or other purposes;
 - (ii) State, Federal, or other official records or evidence identifying present members or ancestors of present members as being descendants of a historical tribe or tribes that combined and functioned as a single autonomous political entity.
 - (iii) Church, school, and other similar enrollment records identifying present members or ancestors of present members as being descendants of a historical tribe or tribes that combined and functioned as a single autonomous political entity.
 - (iv) Affidavits of recognition by tribal elders, leaders, or the tribal governing body identifying present members or ancestors of present members as being descendants of a historical tribe or tribes that combined and functioned as a single autonomous political entity.
 - (v) Other records or evidence identifying present members or ancestors of present members as being descendants of a historical tribe or tribes that combined and functioned as a single autonomous political entity.
- (2) The petitioner must provide an official membership list, separately certified by the group's governing body, of all known current members of the group. This list must include each member's full name (including maiden name), date of birth, and current residential address. The petitioner must also provide a copy of each available former list of members based on the group's own defined criteria, as well as a statement describing the circumstances surrounding the preparation of the current list and, insofar as possible, the circumstances surrounding the preparation of former lists.

(f) The membership of the petitioning group is composed principally of persons who are not members of any acknowledged North American Indian tribe. However, under certain conditions a petitioning group may be acknowledged even if its membership is composed principally of persons whose names have appeared on rolls of, or who have been otherwise associated with, an acknowledged Indian tribe. The conditions are that the group must establish that it has functioned throughout history until the present as a separate and autonomous Indian tribal entity, that its members do not maintain a bilateral political relationship with the acknowledged tribe, and that its members have provided written confirmation of their membership in the petitioning group.

(g) Neither the petitioner nor its members are the subject of congressional legislation that has expressly terminated or forbidden the Federal relationship.

§ 83.8 Previous Federal acknowledgment.

(a) Unambiguous previous Federal acknowledgment is acceptable evidence of the tribal character of a petitioner to the date of the last such previous acknowledgment. If a petitioner provides substantial evidence of unambiguous Federal acknowledgment, the petitioner will then only be required to demonstrate that it meets the requirements of § 83.7 to the extent required by this section.

(b) A determination of the adequacy of the evidence of previous Federal action acknowledging tribal status shall be made during the technical assistance review of the documented petition conducted pursuant to § 83.10(b). If a petition is awaiting active consideration at the time of adoption of these regulations, this review will be conducted while the petition is under active consideration unless the petitioner requests in writing that this review be made in advance.

- (c) Evidence to demonstrate previous Federal acknowledgment includes, but is not limited to:
- (1) Evidence that the group has had treaty relations with the United States.
 - (2) Evidence that the group has been denominated a tribe by act of Congress or Executive Order.
 - (3) Evidence that the group has been treated by the Federal Government as having collective rights in tribal lands or funds.

(d) To be acknowledged, a petitioner that can demonstrate previous Federal acknowledgment must show that:

- (1) The group meets the requirements of the criterion in § 83.7(a), except that such identification shall be demonstrated since the point of last Federal acknowledgment. The group must further have been identified by such sources as the same tribal entity that was previously acknowledged or as a portion that has evolved from that entity.
- (2) The group meets the requirements of the criterion in § 83.7(b) to demonstrate that it comprises a distinct community at present. However, it need not provide evidence to demonstrate existence as a community historically.
- (3) The group meets the requirements of the criterion in § 83.7(c) to demonstrate that political influence or authority is exercised within the group at present. Sufficient

evidence to meet the criterion in § 83.7(c) from the point of last Federal acknowledgment to the present may be provided by demonstration of substantially continuous historical identification, by authoritative, knowledgeable external sources, of leaders and/or a governing body who exercise political influence or authority, together with demonstration of one form of evidence listed in § 83.7(c).

(4) The group meets the requirements of the criteria in paragraphs 83.7 (d) through (g).

(5) If a petitioner which has demonstrated previous Federal acknowledgment cannot meet the requirements in paragraphs (d) (1) and (3), the petitioner may demonstrate alternatively that it meets the requirements of the criteria in § 83.7 (a) through (c) from last Federal acknowledgment until the present.

§ 83.9 Notice of receipt of a petition.

(a) Within 30 days after receiving a letter of intent, or a documented petition if a letter of intent has not previously been received and noticed, the Assistant Secretary shall acknowledge such receipt in writing and shall have published within 60 days in the Federal Register a notice of such receipt. This notice must include the name, location, and mailing address of the petitioner and such other information as will identify the entity submitting the letter of intent or documented petition and the date it was received. This notice shall also serve to announce the opportunity for interested parties and informed parties to submit factual or legal arguments in support of or in opposition to the petitioner's request for acknowledgment and/or to request to be kept informed of all general actions affecting the petition. The notice shall also indicate where a copy of the letter of intent and the documented petition may be examined.

(b) The Assistant Secretary shall notify, in writing, the governor and attorney general of the state in which a petitioner is located. The Assistant Secretary shall also notify any recognized tribe and any other petitioner which appears to have a historical or present relationship with the petitioner or which may otherwise be considered to have a potential interest in the acknowledgment determination.

(c) The Assistant Secretary shall also publish the notice of receipt of the letter of intent, or documented petition if a letter of intent has not been previously received, in a major newspaper or newspapers of general circulation in the town or city nearest to the petitioner. The notice will include all of the information in paragraph (a) of this section.

§ 83.10 Processing of the documented petition.

(a) Upon receipt of a documented petition, the Assistant Secretary shall cause a review to be conducted to determine whether the petitioner is entitled to be acknowledged as an Indian tribe. The review shall include consideration of the documented petition and the factual statements contained therein. The Assistant Secretary may also initiate other research for any purpose relative to analyzing the documented petition and obtaining additional information about the petitioner's status. The Assistant Secretary may likewise consider any evidence which may be submitted by interested parties or informed parties.

(b) Prior to active consideration of the documented petition, the Assistant Secretary shall conduct a preliminary review of the petition for purposes of technical assistance.

(1) This technical assistance review does not constitute the Assistant Secretary's review to determine if the petitioner is entitled to be acknowledged as an Indian tribe. It is a preliminary review for the purpose of providing the petitioner an opportunity to supplement or revise the documented petition prior to active consideration. Insofar as possible, technical assistance reviews under this paragraph will be conducted in the order of receipt of documented petitions. However, technical assistance reviews will not have priority over active consideration of documented petitions.

(2) After the technical assistance review, the Assistant Secretary shall notify the petitioner by letter of any obvious deficiencies or significant omissions apparent in the documented petition and provide the petitioner with an opportunity to withdraw the documented petition for further work or to submit additional information and/or clarification.

(3) If a petitioner's documented petition claims previous Federal acknowledgment and/or includes evidence of previous Federal acknowledgment, the technical assistance review will also include a review to determine whether that evidence is sufficient to meet the requirements of previous Federal acknowledgment as defined in § 83.1.

(c) Petitioners have the option of responding in part or in full to the technical assistance review letter or of requesting, in writing, that the Assistant Secretary proceed with the active consideration of the documented petition using the materials already submitted.

(1) If the petitioner requests that the materials submitted in response to the technical assistance review letter be again reviewed for adequacy, the Assistant Secretary will provide the additional review. However, this additional review will not be automatic and will be conducted only at the request of the petitioner.

(2) If the assertion of previous Federal acknowledgment under § 83.8 cannot be substantiated during the technical assistance review, the petitioner must respond by providing additional evidence. A petitioner claiming previous Federal acknowledgment who fails to respond to a technical assistance review letter under this paragraph, or whose response fails to establish the claim, shall have its documented petition considered on the same basis as documented petitions submitted by groups not claiming previous Federal acknowledgment. Petitioners that fail to demonstrate previous Federal acknowledgment after a review of materials submitted in response to the technical assistance review shall be so notified. Such petitioners may submit additional materials concerning previous acknowledgment during the course of active consideration.

(d) The order of consideration of documented petitions shall be determined by the date of the Bureau's notification to the petitioner that it considers that the documented petition is ready to be placed on active consideration. The Assistant Secretary shall establish and maintain a numbered register of documented petitions which have been determined ready for active consideration. The Assistant Secretary shall also maintain a numbered register of letters of intent or incomplete petitions based on the original date of filing with the Bureau. In the event that two or more documented petitions are determined ready for active consideration on the same date, the register

of letters of intent or incomplete petitions shall determine the order of consideration by the Assistant Secretary.

(e) Prior to active consideration, the Assistant Secretary shall investigate any petitioner whose documented petition and response to the technical assistance review letter indicates that there is little or no evidence that establishes that the group can meet the mandatory criteria in paragraph (e), (f) or (g) of § 83.7.

(1) If this review finds that the evidence clearly establishes that the group does not meet the mandatory criteria in paragraph (e), (f) or (g) of § 83.7, a full consideration of the documented petition under all seven of the mandatory criteria will not be undertaken pursuant to paragraph (a) of this section. Rather, the Assistant Secretary shall instead decline to acknowledge that the petitioner is an Indian tribe and publish a proposed finding to that effect in the Federal Register. The periods for receipt of comments on the proposed finding from petitioners, interested parties and informed parties, for consideration of comments received, and for publication of a final determination regarding the petitioner's status shall follow the timetables established in paragraphs (h) through (l) of this section.

(2) If the review cannot clearly demonstrate that the group does not meet one or more of the mandatory criteria in paragraph (e), (f) or (g) of § 83.7, a full evaluation of the documented petition under all seven of the mandatory criteria shall be undertaken during active consideration of the documented petition pursuant to paragraph (g) of this section.

(f) The petitioner and interested parties shall be notified when the documented petition comes under active consideration.

(1) They shall also be provided with the name, office address, and telephone number of the staff member with primary administrative responsibility for the petition; the names of the researchers conducting the evaluation of the petition; and the name of their supervisor.

(2) The petitioner shall be notified of any substantive comment on its petition received prior to the beginning of active consideration or during the preparation of the proposed finding, and shall be provided an opportunity to respond to such comments.

(g) Once active consideration of the documented petition has begun, the Assistant Secretary shall continue the review and publish proposed findings and a final determination in the Federal Register pursuant to these regulations, notwithstanding any requests by the petitioner or interested parties to cease consideration. The Assistant Secretary has the discretion, however, to suspend active consideration of a documented petition, either conditionally or for a stated period of time, upon a showing to the petitioner that there are technical problems with the documented petition or administrative problems that temporarily preclude continuing active consideration. The Assistant Secretary shall also consider requests by petitioners for suspension of consideration and has the discretion to grant such requests for good cause. Upon resolution of the technical or administrative problems that are the basis for the suspension, the documented petition will have priority on the numbered register of documented petitions insofar as possible. The Assistant Secretary shall notify the petitioner and interested parties when active

consideration of the documented petition is resumed. The timetables in succeeding paragraphs shall begin anew upon the resumption of active consideration.

(h) Within one year after notifying the petitioner that active consideration of the documented petition has begun, the Assistant Secretary shall publish proposed findings in the Federal Register. The Assistant Secretary has the discretion to extend that period up to an additional 180 days. The petitioner and interested parties shall be notified of the time extension. In addition to the proposed findings, the Assistant Secretary shall prepare a report summarizing the evidence, reasoning, and analyses that are the basis for the proposed decision. Copies of the report shall be provided to the petitioner, interested parties, and informed parties and made available to others upon written request.

(i) Upon publication of the proposed findings, the petitioner or any individual or organization wishing to challenge or support the proposed findings shall have 180 days to submit arguments and evidence to the Assistant Secretary to rebut or support the proposed finding. The period for comment on a proposed finding may be extended for up to an additional 180 days at the Assistant Secretary's discretion upon a finding of good cause. The petitioner and interested parties shall be notified of the time extension. Interested and informed parties who submit arguments and evidence to the Assistant Secretary must provide copies of their submissions to the petitioner.

(j)(1) During the response period, the Assistant Secretary shall provide technical advice concerning the factual basis for the proposed finding, the reasoning used in preparing it, and suggestions regarding the preparation of materials in response to the proposed finding. The Assistant Secretary shall make available to the petitioner in a timely fashion any records used for the proposed finding not already held by the petitioner, to the extent allowable by Federal law.

(2) In addition, the Assistant Secretary shall, if requested by the petitioner or any interested party, hold a formal meeting for the purpose of inquiring into the reasoning, analyses, and factual bases for the proposed finding. The proceedings of this meeting shall be on the record. The meeting record shall be available to any participating party and become part of the record considered by the Assistant Secretary in reaching a final determination.

(k) The petitioner shall have a minimum of 60 days to respond to any submissions by interested and informed parties during the response period. This may be extended at the Assistant Secretary's discretion if warranted by the extent and nature of the comments. The petitioner and interested parties shall be notified by letter of any extension. No further comments from interested or informed parties will be accepted after the end of the regular response period.

(l) At the end of the period for comment on a proposed finding, the Assistant Secretary shall consult with the petitioner and interested parties to determine an equitable timeframe for consideration of written arguments and evidence submitted during the response period. The petitioner and interested parties shall be notified of the date such consideration begins.

(1) Unsolicited comments submitted after the close of the response period established in § 83.10(i) and § 83.10(k), will not be considered in preparation of a final determination.

The Assistant Secretary has the discretion during the preparation of the proposed finding, however, to request additional explanations and information from the petitioner or from commenting parties to support or supplement their comments on a proposed finding. The Assistant Secretary may also conduct such additional research as is necessary to evaluate and supplement the record. In either case, the additional materials will become part of the petition record.

(2) After consideration of the written arguments and evidence rebutting or supporting the proposed finding and the petitioner's response to the comments of interested parties and informed parties, the Assistant Secretary shall make a final determination regarding the petitioner's status. A summary of this determination shall be published in the Federal Register within 60 days from the date on which the consideration of the written arguments and evidence rebutting or supporting the proposed finding begins.

(3) The Assistant Secretary has the discretion to extend the period for the preparation of a final determination if warranted by the extent and nature of evidence and arguments received during the response period. The petitioner and interested parties shall be notified of the time extension.

(4) The determination will become effective 90 days from publication unless a request for reconsideration is filed pursuant to § 83.11.

(m) The Assistant Secretary shall acknowledge the existence of the petitioner as an Indian tribe when it is determined that the group satisfies all of the criteria in § 83.7. The Assistant Secretary shall decline to acknowledge that a petitioner is an Indian tribe if it fails to satisfy any one of the criteria in § 83.7.

(n) If the Assistant Secretary declines to acknowledge that a petitioner is an Indian tribe, the petitioner shall be informed of alternatives, if any, to acknowledgment under these procedures. These alternatives may include other means through which the petitioning group may achieve the status of an acknowledged Indian tribe or through which any of its members may become eligible for services and benefits from the Department as Indians, or become members of an acknowledged Indian tribe.

(o) The determination to decline to acknowledge that the petitioner is an Indian tribe shall be final for the Department.

(p) A petitioner that has petitioned under this part or under the acknowledgment regulations previously effective and that has been denied Federal acknowledgment may not re-petition under this part. The term "petitioner" here includes previously denied petitioners that have reorganized or been renamed or that are wholly or primarily portions of groups that have previously been denied under these or previous acknowledgment regulations.

§ 83.11 Independent review, reconsideration and final action.

(a)(1) Upon publication of the Assistant Secretary's determination in the Federal Register, the petitioner or any interested party may file a request for reconsideration with the Interior Board of Indian Appeals. Petitioners which choose under § 83.3(g) to be considered under previously

effective acknowledgment regulations may nonetheless request reconsideration under this section.

(2) A petitioner's or interested party's request for reconsideration must be received by the Board no later than 90 days after the date of publication of the Assistant Secretary's determination in the Federal Register. If no request for reconsideration has been received, the Assistant Secretary's decision shall be final for the Department 90 days after publication of the final determination in the Federal Register.

(b) The petitioner's or interested party's request for reconsideration shall contain a detailed statement of the grounds for the request, and shall include any new evidence to be considered.

(1) The detailed statement of grounds for reconsideration filed by a petitioner or interested parties shall be considered the appellant's opening brief provided for in 43 CFR 4.311(a).

(2) The party or parties requesting the reconsideration shall mail copies of the request to the petitioner and all other interested parties.

(c)(1) The Board shall dismiss a request for reconsideration that is not filed by the deadline specified in paragraph (a) of this section.

(2) If a petitioner's or interested party's request for reconsideration is filed on time, the Board shall determine, within 120 days after publication of the Assistant Secretary's final determination in the Federal Register, whether the request alleges any of the grounds in paragraph (d) of this section and shall notify the petitioner and interested parties of this determination.

(d) The Board shall have the authority to review all requests for reconsideration that are timely and that allege any of the following:

(1) That there is new evidence that could affect the determination; or

(2) That a substantial portion of the evidence relied upon in the Assistant Secretary's determination was unreliable or was of little probative value; or

(3) That petitioner's or the Bureau's research appears inadequate or incomplete in some material respect; or

(4) That there are reasonable alternative interpretations, not previously considered, of the evidence used for the final determination, that would substantially affect the determination that the petitioner meets or does not meet one or more of the criteria in § 83.7 (a) through (g).

(e) The Board shall have administrative authority to review determinations of the Assistant Secretary made pursuant to § 83.10(m) to the extent authorized by this section.

(1) The regulations at 43 CFR 4.310-4.318 and 4.331-4.340 shall apply to proceedings before the Board except when they are inconsistent with these regulations.

(2) The Board may establish such procedures as it deems appropriate to provide a full and fair evaluation of a request for reconsideration under this section to the extent they are not inconsistent with these regulations.

(3) The Board, at its discretion, may request experts not associated with the Bureau, the petitioner, or interested parties to provide comments, recommendations, or technical

advice concerning the determination, the administrative record, or materials filed by the petitioner or interested parties. The Board may also request, at its discretion, comments or technical assistance from the Assistant Secretary concerning the final determination or, pursuant to paragraph (e)(8) of this section, the record used for the determination.

(4) Pursuant to 43 CFR 4.337(a), the Board may require, at its discretion, a hearing conducted by an administrative law judge of the Office of Hearings and Appeals if the Board determines that further inquiry is necessary to resolve a genuine issue of material fact or to otherwise augment the record before it concerning the grounds for reconsideration.

(5) The detailed statement of grounds for reconsideration filed by a petitioner or interested parties pursuant to paragraph (b)(1) of this section shall be considered the appellant's opening brief provided for in 43 CFR 4.311(a).

(6) An appellant's reply to an opposing party's answer brief, provided for in 43 CFR 4.311(b), shall not apply to proceedings under this section, except that a petitioner shall have the opportunity to reply to an answer brief filed by any party that opposes a petitioner's request for reconsideration.

(7) The opportunity for reconsideration of a Board decision provided for in 43 CFR 4.315 shall not apply to proceedings under this section.

(8) For purposes of review by the Board, the administrative record shall consist of all appropriate documents in the Branch of Acknowledgment and Research relevant to the determination involved in the request for reconsideration. The Assistant Secretary shall designate and transmit to the Board copies of critical documents central to the portions of the determination under a request for reconsideration. The Branch of Acknowledgment and Research shall retain custody of the remainder of the administrative record, to which the Board shall have unrestricted access.

(9) The Board shall affirm the Assistant Secretary's determination if the Board finds that the petitioner or interested party has failed to establish, by a preponderance of the evidence, at least one of the grounds under paragraphs (d)(1)--(d)(4) of this section.

(10) The Board shall vacate the Assistant Secretary's determination and remand it to the Assistant Secretary for further work and reconsideration if the Board finds that the petitioner or an interested party has established, by a preponderance of the evidence, one or more of the grounds under paragraphs (d)(1)--(d)(4) of this section.

(f)(1) The Board, in addition to making its determination to affirm or remand, shall describe in its decision any grounds for reconsideration other than those in paragraphs (d)(1)--(d)(4) of this section alleged by a petitioner's or interested party's request for reconsideration.

(2) If the Board affirms the Assistant Secretary's decision under § 83.11(e)(9) but finds that the petitioner or interested parties have alleged other grounds for reconsideration, the Board shall send the requests for reconsideration to the Secretary. The Secretary shall have the discretion to request that the Assistant Secretary reconsider the final determination on those grounds.

(3) The Secretary, in reviewing the Assistant Secretary's decision, may review any information available, whether formally part of the record or not. Where the Secretary's review relies upon information that is not formally part of the record, the Secretary shall

insert the information relied upon into the record, together with an identification of its source and nature.

(4) Where the Board has sent the Secretary a request for reconsideration under paragraph (f)(2), the petitioner and interested parties shall have 30 days from receiving notice of the Board's decision to submit comments to the Secretary. Where materials are submitted to the Secretary opposing a petitioner's request for reconsideration, the interested party shall provide copies to the petitioner and the petitioner shall have 15 days from their receipt of the information to file a response with the Secretary.

(5) The Secretary shall make a determination whether to request a reconsideration of the Assistant Secretary's determination within 60 days of receipt of all comments and shall notify all parties of the decision.

(g)(1) The Assistant Secretary shall issue a reconsidered determination within 120 days of receipt of the Board's decision to remand a determination or the Secretary's request for reconsideration.

(2) The Assistant Secretary's reconsideration shall address all grounds determined to be valid grounds for reconsideration in a remand by the Board, other grounds described by the Board pursuant to paragraph (f)(1), and all grounds specified in any Secretarial request. The Assistant Secretary's reconsideration may address any issues and evidence consistent with the Board's decision or the Secretary's request.

(h)(1) If the Board finds that no petitioner's or interested party's request for reconsideration is timely, the Assistant Secretary's determination shall become effective and final for the Department 120 days from the publication of the final determination in the Federal Register.

(2) If the Secretary declines to request reconsideration under paragraph (f)(2) of this section, the Assistant Secretary's decision shall become effective and final for the Department as of the date of notification to all parties of the Secretary's decision.

(3) If a determination is reconsidered by the Assistant Secretary because of action by the Board remanding a decision or because the Secretary has requested reconsideration, the reconsidered determination shall be final and effective upon publication of the notice of this reconsidered determination in the Federal Register.

§ 83.12 Implementation of decisions.

(a) Upon final determination that the petitioner exists as an Indian tribe, it shall be considered eligible for the services and benefits from the Federal government that are available to other federally recognized tribes. The newly acknowledged tribe shall be considered a historic tribe and shall be entitled to the privileges and immunities available to other federally recognized historic tribes by virtue of their government-to-government relationship with the United States. It shall also have the responsibilities and obligations of such tribes. Newly acknowledged Indian tribes shall likewise be subject to the same authority of Congress and the United States as are other federally acknowledged tribes.

(b) Upon acknowledgment as an Indian tribe, the list of members submitted as part of the petitioners documented petition shall be the tribe's complete base roll for purposes of Federal

funding and other administrative purposes. For Bureau purposes, any additions made to the roll, other than individuals who are descendants of those on the roll and who meet the tribe's membership criteria, shall be limited to those meeting the requirements of § 83.7(e) and maintaining significant social and political ties with the tribe (i.e., maintaining the same relationship with the tribe as those on the list submitted with the group's documented petition).

(c) While the newly acknowledged tribe shall be considered eligible for benefits and services available to federally recognized tribes because of their status as Indian tribes, acknowledgment of tribal existence shall not create immediate access to existing programs. The tribe may participate in existing programs after it meets the specific program requirements, if any, and upon appropriation of funds by Congress. Requests for appropriations shall follow a determination of the needs of the newly acknowledged tribe.

(d) Within six months after acknowledgment, the appropriate Area Office shall consult with the newly acknowledged tribe and develop, in cooperation with the tribe, a determination of needs and a recommended budget. These shall be forwarded to the Assistant Secretary. The recommended budget will then be considered along with other recommendations by the Assistant Secretary in the usual budget request process.

§ 83.13 Information collection.

(a) The collections of information contained in § 83.7 have been approved by the Office of Management and Budget under 44 U.S.C. 3501 et seq. and assigned clearance number 1076-0104. The information will be used to establish historical existence as a tribe, verify family relationships and the group's claim that its members are Indian and descend from a historical tribe or tribes which combined, that members are not substantially enrolled in other Indian tribes, and that they have not individually or as a group been terminated or otherwise forbidden the Federal relationship. Response is required to obtain a benefit in accordance with 25 U.S.C. 2.

(b) Public reporting burden for this information is estimated to average 1,968 hours per petition, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this collection of information, including suggestions for reducing the burden, to both the Information Collection Clearance Officer, Bureau of Indian Affairs, Mail Stop 336-SIB, 1849 C Street, NW., Washington, DC 20240; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: TYSON PARDEE, MANAGER
INFORMATION TECHNOLOGY DIVISION
BILL LAGRONE, DIRECTOR
PUBLIC SAFETY DEPARTMENT**

**RE: PURCHASE OF COMPUTER UPGRADES FOR PUBLIC SAFETY
DEPARTMENT**

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider the purchase of new workstations and monitors from Dell, utilizing the Western States Contracting Alliance bid, in an amount not to exceed \$14,000, for the Public Safety Department offices.

DISCUSSION

There are 14 computers between the Police Department and Fire Department that are old and becoming unstable. The IT department needs to replace the computers.

FISCAL IMPACT

This was budgeted in the 2016/2017 budget year: (\$18,000 total budget)

100-6310-1601	\$14,000
---------------	----------

RECOMMENDATION

Authorize the purchase of new workstations and monitors from Dell, utilizing the Western States Contracting Alliance bid, in an amount not to exceed \$14,000, for the Public Safety Department offices.

ATTACHMENTS

A - Dell Quotes



Sales Rep: Ana Vaquiz-Lazo | Quote number: 3000000973245.1



Quote 3000000973245.1

CITY OF OROVILLE

Salesperson

Salesperson Name

Ana Vaquiz-Lazo

Salesperson Email

Ana_Vaquiz-Lazo@Dell.com

Salesperson Phone

1(800) 456-3355

Salesperson Extension

5130583

Quote Details

Quote Date

10/10/2016

Quote Validity

11/09/2016

Solution ID

-

Billing Details

Company Name

CITY OF OROVILLE

Customer Number

54457014

Phone Number

1 (530) 5382401

Address

1735 MONTGOMERY ST
OROVILLE
CA
95965-4820
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 5040 SFF	12	\$661.44	\$7,937.28
Dell Stereo Speaker System - AX210 USB	12	\$13.91	\$166.92
Subtotal:			\$8,104.20
Taxable Amount:			\$3,244.80
Non-Taxable Amount:			\$4,859.40
Taxes			\$243.36
Shipping:			\$0.00
Environmental Fees:			\$0.00
Total			\$8,347.56

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Ana Vaquiz-Lazo

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:	RECEIVING DEPT	Subtotal:	\$8,104.20
Shipping Phone No:	1 (530) 5382401	Taxes	\$243.36
Shipping via:	Standard Ground	Shipping:	\$0.00
Shipping Address:	1735 MONTGOMERY ST	Environmental Fees:	\$0.00
	OROVILLE	Total	\$8,347.56
	CA 95965-4820		
	US		

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 5040 SFF	12	\$661.44	\$7,937.28

Estimated Delivery Date: 10/17/2016
Contract Code: WN03AGW
Customer Agreement No: 7-15-70-34-003

338-BHUF	Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)	12	-	-
412-AAGQ	Small Form Factor Processor Heatsink 65 Watt	12	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	12	-	-
630-AAPK	No Productivity Software	12	-	-
370-ACCX	8GB DDR3L 1600MHz (4GBX2)	12	-	-
400-AANO	3.5 inch 500GB 7200rpm Hard Disk Drive	12	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	12	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	12	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	12	-	-
525-0052	Adobe Acrobat Standard DC	12	-	-
658-BBTV	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	12	-	-
620-AALW	OS-Windows Media Not Included	12	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	12	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	12	-	-

634-BENZ	No DDP ESS Software	12	-	-
954-3465	No DDPE Encryption Software	12	-	-
401-AANH	2nd Hard Drive: not included	12	-	-
385-BBCR	No Media Card Reader	12	-	-
555-BBFO	No Wireless	12	-	-
555-BBFO	No Wireless	12	-	-
329-BCRQ	OptiPlex 5040 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	12	-	-
631-AASS	Intel Standard Manageability	12	-	-
340-AJFC	Kickstart Product Registration	12	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	12	-	-
525-BBCL	SupportAssist	12	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	12	-	-
658-BBMQ	Enable Low Power Mode	12	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex	12	-	-
658-BBNH	Waves Maxx Audio	12	-	-
658-BCUV	Dell Developed Recovery Environment	12	-	-
387-BBEZ	ENERGY STAR Version 6.0	12	-	-
998-BZDV	Fixed Hardware Configuration	12	-	-
210-AFCU	OptiPlex 5040 Small Form Factor BTX	12	-	-
389-BHKP	Regulatory Label	12	-	-
340-ASFW	Placemat Documentation	12	-	-
389-BDQH	Print on Demand Label	12	-	-
389-BHIB	Intel(R) Core(TM) i5 Label	12	-	-
329-BBJL	TPM Enabled	12	-	-
696-BBBC	No Special BIOS Setup Required	12	-	-
461-AABF	No CompuTrace	12	-	-
551-BBBJ	No Intel Responsive	12	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	12	-	-
340-ABJI	No Diagnostic/Recovery CD media	12	-	-
340-ARRM	Shipping Material for System, Small Form Factor, DAO	12	-	-
389-BBUU	Shipping Label for DAO	12	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	12	-	-
332-1286	US Order	12	-	-
800-BBIP	Desktop BTS/BTP Shipment	12	-	-
817-BBBC	Not Selected in this Configuration	12	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	12	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	12	-	-
997-8561	ProSupport: Next Business Day Onsite 5 Years	12	-	-
997-8581	ProSupport: 7x24 Technical Support, 5 Years	12	-	-
450-ABBX	No Adapter	12	-	-

Description	Quantity	Unit Price	Subtotal Price
Dell Stereo Speaker System - AX210 USB	12	\$13.91	\$166.92

Estimated Delivery Date: 10/17/2016
Contract Code: WN03AGW
Customer Agreement No: 7-15-70-34-003

313-7362	Dell Stereo Speaker System - AX210 USB	12	-	-
----------	--	----	---	---



Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



Quote 3000000977594.1

CITY OF OROVILLE

Salesperson

Salesperson Name

Ana Vaquiz-Lazo

Salesperson Email

Ana_Vaquiz-Lazo@Dell.com

Salesperson Phone

1(800) 456-3355

Salesperson Extension

5130583

Quote Details

Quote Date

10/10/2016

Quote Validity

11/09/2016

Solution ID

-

Billing Details

Company Name

CITY OF OROVILLE

Customer Number

54457014

Phone Number

1 (530) 5382401

Address1735 MONTGOMERY ST
OROVILLE
CA
95965-4820
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell Latitude E5570	2	\$1,108.38	\$2,216.76
Targus Rolling Laptop Case - Fits Laptops with Screen Size Up to 16-inch	2	\$47.99	\$95.98
Dell USB Slim DVD +/- RW Drive - DW316	2	\$32.99	\$65.98
Dell E-Port Replicator Docking Station with USB 3.0	2	\$93.49	\$186.98
Subtotal:			\$2,565.70
Taxable Amount:			\$1,081.18
Non-Taxable Amount:			\$1,492.52
Taxes			\$81.06
Shipping:			\$0.00
Environmental Fees:			\$8.00
Total			\$2,654.76

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Ana Vaquiz-Lazo

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:	RECEIVING DEPT	Subtotal:	\$2,565.70
Shipping Phone No:	1 (530) 5382401	Taxes	\$81.06
Shipping via:	Standard Ground	Shipping:	\$0.00
Shipping Address:	1735 MONTGOMERY ST	Environmental Fees:	\$8.00
	OROVILLE	Total	\$2,654.76
	CA 95965-4820		
	US		

Description	Quantity	Unit Price	Subtotal Price
Dell Latitude E5570	2	\$1,108.38	\$2,216.76

Estimated Delivery Date: 10/19/2016
Contract Code: WN03AGW
Customer Agreement No: 7-15-70-34-003

379-BCGT	6th Generation Intel(R) Core(TM) i5-6300U (Dual Core, 2.4GHz, 3M cache)	2	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	2	-	-
630-AAPK	No Productivity Software	2	-	-
210-AENT	Dell Latitude E5570, BTX	2	-	-
580-ACLF	Internal Dual Pointing Backlit Keyboard (US-English)	2	-	-
583-BCTJ	Internal Keyboard Shroud 106, E5570	2	-	-
338-BHLN	Intel Core i5-6300U Processor Base, Integrated HD Graphics 520	2	-	-
631-AARO	Intel vPro Technology Advanced Management Features	2	-	-
389-BHHB	Intel Core i5 vPRO Processor Label	2	-	-
370-ACDD	8GB (1x8GB) 2133MHz DDR4 Memory	2	-	-
400-AIIU	500GB (7,200 Rpm) Serial ATA Hard Drive	2	-	-
575-BBFI	HDD/SSD, Bracket for 7MM,PC15/P	2	-	-
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth	2	-	-

555-BCNB	Intel Wireless 8260 Driver	2	-	-
409-BBFX	Intel Rapid Storage Technology	2	-	-
362-BBBB	No Wireless WAN Card	2	-	-
451-BBPV	Primary 4-cell 62W/HR Battery	2	-	-
320-BBPU	Non Touch WWAN HD/FHD LCD Backcover	2	-	-
391-BCDL	39.6cm (15.6") FHD (1920x1080) Non-Touch Anti-Glare LCD with Camera and Mic	2	-	-
346-BBRQ	Smart Card Reader (Dual Pointing) Palmrest	2	-	-
340-ADFZ	Dell Power Manager	2	-	-
340-AJFC	Kickstart Product Registration	2	-	-
340-AQCS	System Shipment, Latitude E5570	2	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	2	-	-
525-BBCL	SupportAssist	2	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	2	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	2	-	-
658-BBNF	Waves Maxx Audio Royalty	2	-	-
658-BCUV	Dell Developed Recovery Environment	2	-	-
430-XXYG	No Resource DVD	2	-	-
620-AAOH	No Media	2	-	-
450-AAEJ	US Power Cord	2	-	-
450-AAYT	65 Watt AC Adaptor	2	-	-
387-BBKF	Energy Star 6.1	2	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	2	-	-
340-ATSN	Quick Reference Guide, Windows 10	2	-	-
389-BEYY	Regulatory Label included	2	-	-
340-ACQQ	No Option Included	2	-	-
332-1286	US Order	2	-	-
389-BCDK	GCC SPL only	2	-	-
340-AAPP	Directship Info Mod	2	-	-
340-AQJX	Smart Select MIN SHIP (DAO)	2	-	-
800-BBGG	Smart Selection Shipment (L)	2	-	-
452-BBSE	No Docking Station	2	-	-
634-BENZ	No DDP ESS Software	2	-	-
954-3465	No DDPE Encryption Software	2	-	-
460-BBEX	No Carrying Case	2	-	-
570-AADK	No Mouse	2	-	-
575-BBCH	No Stand included	2	-	-
998-BZIN	Fixed Hardware Configuration	2	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	2	-	-
997-8317	Dell Limited Hardware Warranty	2	-	-
997-8348	ProSupport: 7x24 Technical Support, 5 Years	2	-	-
997-8349	ProSupport: Next Business Day Onsite, 1 Year	2	-	-
997-8358	ProSupport: Next Business Day Onsite, 4 Year Extended	2	-	-
525-0052	Adobe Acrobat Standard DC	2	-	-

Description	Quantity	Unit Price	Subtotal Price
Targus Rolling Laptop Case - Fits Laptops with Screen Size Up to 16-inch	2	\$47.99	\$95.98

Estimated Delivery Date: 10/14/2016
 Contract Code: WN03AGW
 Customer Agreement No: 7-15-70-34-003

A1475677	Targus Rolling Laptop Case - Fits Laptops with Screen Size Up to 16-inch	2	-	-
----------	--	---	---	---

Description	Quantity	Unit Price	Subtotal Price
Dell USB Slim DVD +/- RW Drive - DW316	2	\$32.99	\$65.98

Estimated Delivery Date: 10/17/2016
 Contract Code: WN03AGW
 Customer Agreement No: 7-15-70-34-003

429-AAUX	Dell USB Slim DVD +/- RW Drive - DW316	2	-	-
----------	--	---	---	---

Description	Quantity	Unit Price	Subtotal Price
Dell E-Port Replicator Docking Station with USB 3.0	2	\$93.49	\$186.98

Estimated Delivery Date: 10/17/2016
 Contract Code: WN03AGW
 Customer Agreement No: 7-15-70-34-003

331-6307	Dell E-Port Replicator Docking Station with USB 3.0	2	-	-
----------	---	---	---	---



Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



Quote 3000000982869.1

CITY OF OROVILLE

Salesperson

Salesperson Name

Ana Vaquiz-Lazo

Salesperson Email

Ana_Vaquiz-Lazo@Dell.com

Salesperson Phone

1(800) 456-3355

Salesperson Extension

5130583

Quote Details

Quote Date

10/10/2016

Quote Validity

11/09/2016

Solution ID

-

Billing Details

Company Name

CITY OF OROVILLE

Customer Number

54457014

Phone Number

1 (530) 5382401

Address

1735 MONTGOMERY ST
 OROVILLE
 CA
 95965-4820
 US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell 22 Monitor - P2217H	14	\$137.99	\$1,931.86
Dell USB SoundBar - AC511	14	\$24.49	\$342.86
Subtotal:			\$2,274.72
Taxable Amount:			\$2,212.00
Non-Taxable Amount:			\$118.72
Taxes			\$165.90
Shipping:			\$0.00
Environmental Fees:			\$56.00
Total			\$2,496.62

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Ana Vaquiz-Lazo

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:	RECEIVING DEPT	Subtotal:	\$2,274.72
Shipping Phone No:	1 (530) 5382401	Taxes	\$165.90
Shipping via:	Standard Ground	Shipping:	\$0.00
Shipping Address:	1735 MONTGOMERY ST	Environmental Fees:	\$56.00
	OROVILLE	Total	\$2,496.62
	CA 95965-4820		
	US		

Description	Quantity	Unit Price	Subtotal Price
Dell 22 Monitor - P2217H	14	\$137.99	\$1,931.86

Estimated Delivery Date: 10/17/2016
Contract Code: WN03AGW
Customer Agreement No: 7-15-70-34-003

210-AIIF	Dell 22 Monitor - P2217H	14	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	14	-	-
806-2763	Dell Limited Hardware Warranty	14	-	-

Description	Quantity	Unit Price	Subtotal Price
Dell USB SoundBar - AC511	14	\$24.49	\$342.86

Estimated Delivery Date: 10/17/2016

Contract Code: WN03AGW
Customer Agreement No: 7-15-70-34-003

318-2885	Dell USB SoundBar - AC511	14	-	-
----------	---------------------------	----	---	---



Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: LEASE AGREEMENT WITH RAY MORGAN COMPANY

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider a sixty (60) month Lease Agreement with Ray Morgan Company, in the monthly amount of \$140.21, for a new Canon Image Runner photocopier/scanner/fax machine, for the Business Assistance and Housing Development Department.

DISCUSSION

The Business Assistance and Housing Development Department (BAHD) has one (1) copier leased from Advanced Document Concepts. The copier has been utilized by BAHD since 2012. The lease on this copier has ended and the BAHD has decided that moving to Ray Morgan Company would be the better option due to the fact that all other copiers are leased through Ray Morgan and it streamlines the usability.

Currently, Ray Morgan Company has a contract with the Shasta Unified School District allowing them to offer the BAHD competitive pricing ("piggyback bid") for one (1) updated Canon Image Runner IR C5535i. The machine includes a color scan solution that will enable staff to create, store, move, manage and access digital files. The proposed machine will easily integrate with the existing infrastructure at City Hall, including existing workstations, servers and network security. This machine performs all functions of the existing machine plus some additional features.

The monthly lease payment includes all toner, parts and labor.

FISCAL IMPACT

There is no General Fund Impact.

Funding is available as part of the 2016/17 adopted budget within the BAHD Department through various grants and revolving loan funds: 221-6270-7011

RECOMMENDATION

Adopt Resolution No. 8548 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 60-MONTH LEASE AGREEMENT, IN THE MONTHLY AMOUNT OF \$140.21, THROUGH A PIGGYBACK BID WITH RAY MORGAN COMPANY FOR THE LEASE OF ONE (1) CANON IMAGE RUNNER PHOTOCOPIER/SCANNER/FAX MACHINE FOR THE BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT DEPARTMENT - (Agreement No.3193).

ATTACHMENTS

Resolution No. 8548
Agreement No. 3193
Quotation and Machine Specifications
Shasta Unified School District Bid

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**CITY OF OROVILLE
RESOLUTION NO. 8548**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 60-MONTH LEASE AGREEMENT, IN THE MONTHLY AMOUNT OF \$140.21, THROUGH A PIGGYBACK BID WITH RAY MORGAN COMPANY FOR THE LEASE OF ONE (1) CANON IMAGE RUNNER PHOTOCOPIER/SCANNER/FAX MACHINE FOR THE BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT DEPARTMENT

(Agreement No. 3193)

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

1. The Mayor is hereby authorized and directed to execute a Lease Agreement with Ray Morgan Company for the lease of a Canon Image Runner photocopier/scanner/fax machine for the Business Assistance and Housing Development Department
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 18, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk



Value Rental
Lease Agreement

AGREEMENT NUMBER

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to Ray Morgan Company. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER STREET ADDRESS
CITY STATE ZIP PHONE FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS
CITY STATE ZIP FEDERAL TAX I.D. # E-MAIL
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Table with 3 columns: MAKE / MODEL / ITEM DESCRIPTION, SERIAL NO., STARTING METER. Row 1: IR C5235, Card Reader.

RENTAL TERMS RENTAL PAYMENT AMOUNT SECURITY DEPOSIT

Term in months: 60 (mos.)
Payments of \$ 198.80 (plus applicable taxes)
Rental Payment Period is Monthly Unless Otherwise Indicated
Security Deposit: \$ Received (plus applicable taxes)
Payment includes 0 Color images per month, 0 B&W images per month
Overages billed monthly at .05 per Color image, .007 per B&W image
Scans billed separately at: per scan

Please select one of the following: Meter readings will be: Monthly Quarterly Other
(if nothing is selected, then Quarterly will be your Meter Reading option.)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.
TERMS AND CONDITIONS THIS AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.

OWNER ACCEPTANCE

DATED: OWNER: SIGNATURE TITLE

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all conditions and terms of this Agreement on this page and on page 2 attached hereto.

DATED: CUSTOMER: SIGNATURE X TITLE
PRINT NAME
DATED: CUSTOMER: SIGNATURE X TITLE
PRINT NAME

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly.

PRINT NAME OF GUARANTOR: SIGNATURE X DATE

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged.

DATED: CUSTOMER: SIGNATURE X TITLE

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supercedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Owner interim rent for the use of the equipment prior to the due date of the first payment. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
2. **RENT:** Rent will be payable in installments, each in the amount of the basic payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums, received from the you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.
3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply. Check one of the following: purchased Has existing Declined and will be responsible for damage caused by not having a surge protector.
4. **OWNERSHIP OF EQUIPMENT:** We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.
5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**
6. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.
7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will pay to us the present value of the total of all unpaid payments for the full term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and applied, at our option, against any loss or damage.
8. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in the amount of the original cost until this agreement is terminated. You also agree to obtain a general public liability insurance policy from someone who is acceptable to us and include us as additional insured on the policy. You shall provide us with certificates evidencing issuance of these policies. Each policy must include a clause requiring the insurer to give us written notice of any alteration or cancellation of the policy. We are under no duty to ascertain the existence of or examine any such policy or to advise you in the event any such policy does not comply with these requirements. If you fail to provide appropriate property damage coverage certificate, we may enroll you in our property coverage insurance program and bill you a monthly property damage surcharge up to .0035 of the equipment cost as a result of our increased administrative costs and credit risks. We may make a profit on this program. As long as you remain current, in the event of a loss (excluding losses resulting from intentional acts), the replacement value of the equipment will be applied against any loss or damage as per paragraph 7. **You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.**
9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.
10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal taxes which we are required to pay as Owner of the Equipment or the remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC Filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us \$79.50 on the day the first payment is due as the origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit.
11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
12. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is more than 5 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and require you to return the equipment to us to a location designated by us at your cost. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for us to recover from you those monies for which you are liable. It is further agreed that your right and remedies are governed exclusively by this Agreement and you waive Customer's rights under Article 2A(508-522) of the UCC.
13. **UCC FILINGS:** You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
14. **SECURITY DEPOSIT:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. **You waive trial by jury in any action between us.**
16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per image and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, the Lease Company may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
17. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.
18. **TRANSITION BILLING:** In order to provide an orderly transaction and a uniform billing cycle, the "Effective Date" of this Agreement will be the twentieth (20th) day of the month following installation of the new products (as example, if the new equipment is installed June 5th (the "Installation Date"), the Effective Date of the agreement will be June 20th). Customer agrees to pay a prorated amount for the period between the Installation Date and the Effective Date. The payment for the transition period will be based on the minimum usage payment prorated on a 30 day calendar month and will be added to the customer's first invoice. In addition, should this agreement replace an existing Ray Morgan Company generated previous equipment lease, a CLOSING BILL on the agreement being replaced, up to the Installation Date, will be sent approximately a week to ten days after delivery of the new equipment. Customer agrees to pay for these CLOSING BILL charges as they represent product and services provided under the prior agreement, up to the Installation Date of the new product(s).
19. **FINANCE LEASE:** This is a "finance lease" as defined in the Uniform Commercial Code warranties ("UCC"). You waive rights under (UCC 2A-303). You may be entitled to the promises and warranties (if any) provided to us by the Supplier, and you may contact the Supplier for a statement thereof. We hereby transfer to you all automatically transferable warranties, if any, made to us by the Supplier. You shall give us access to the Equipment Location to inspect the Equipment, and you agree to pay our related costs.
20. **LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronic copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph #12.

FOR MUNICIPALITIES ONLY

- 20-A. **CUSTOMER COVENANTS:** the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and
 - (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and
 - (3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.
 - (4) Customer has not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.
- 20-B. **SIGNATURES:** Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- 20-C. **NON APPROPRIATION:** In the event Customer is in default under the Agreement because:
 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;
 2. Such non-appropriation did not result from any act or failure to act of customer;
 3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
 4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten(10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

19096 - 12/08/2011

rmcorderpackageV7.6

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	2
A. Purpose of the RFP	2
B. About Shasta Union High School District.....	2
C. Objectives.....	2
D. Issuing Office and Communications Regarding the RFP	2
E. RFP Dates.....	3
F. Submission of Questions	3
G. Addenda to the Request for Proposal.....	3
H. Instructions for Submitting Proposals.....	3
I. Qualification of Responders - Mandatory	4
J. Proposal Format Guidelines	5
1. Statement of Company Background	5
2. Management Overview.....	5
3. Vendor Qualification And Experience	5
4. Vendor Organization and Staffing.....	5
5. Responses To Program Requirements	5
6. Supplemental Information.....	5
7. Price Quotation	6
K. Proposal Evaluation and Contract Award.....	6
L. Rejection of Proposals.....	8
M. Proposal Preparation Costs	8
N. Proposal Acceptance Period.....	9
O. Initial Contract Term.....	9
P. Optional Renewal Term(s).....	9
Q. Errors and Omissions.....	9
SECTION II: FACTS	10
A. Background Information	10
SECTION III: OFFICE EQUIPMENT PROGRAM REQUIREMENTS.....	10
A. Pricing Options	10
B. Required Products.....	11
C. Technical Support.....	11
D. Technology Requirements.....	11
E. Program Management and Administration	12
F. Delivery and Installation.....	12
G. Equipment Maintenance.....	12
H. Training.....	12
I. Service Guarantee Commitments.....	13
J. Reporting.....	13
K. Product Certification	13
L. Minimum Multi-Functional Device, Laser Printer and Accounting/Tracking System Specifications	13
SECTION IV: INVOICING:	17
SECTION V: PRICING.....	17
A. Price Quotation	17
B. Price Protection.....	17

Initials _____

SECTION I: GENERAL INFORMATION

A. Purpose of the RFP

The purpose of this Request for Proposal (the "RFP") is to invite qualified suppliers to prepare and submit a proposal to furnish **office equipment and related technology and services**, which shall mean digital copier products, laser printers and associated service and supplies, along with related software solutions to Shasta Union High School District, in accordance with the requirements defined elsewhere in this RFP.

B. About Shasta Union High School District

The Shasta Union High School District was established in 1899. The District offices are located at the site of the 1927 Shasta Union High School. This historical building was constructed after the original school was outgrown. Currently named the Shasta Learning Center, this site houses various high school programs, one of our two charter schools and the David Marr Auditorium, used widely by all our schools and the community. Other District sites include three comprehensive high schools and other alternative education programs.

Shasta Union High School District is similar to a large company in that it has several sites, many employees, and several divisions within the organization and employee associations headed by the Board of Trustees. The District is proud of the fact that administrative costs are a small percentage of the budget.

C. Objectives

The overall objective of the RFP is to select a supplier to assist Shasta Union High School District in selecting the vendor that can best deliver the most cost effective and efficient procurement program for office equipment and related technology and services while maintaining high standards of quality and service. With that intent Shasta Union High School District is interested in evaluating the costs and benefits of proposals submitted by vendors as a result of this RFP.

D. Issuing Office and Communications Regarding the RFP

This Request for Proposal, and any subsequent addenda to it, is being issued by the Department of Information Technology of the Shasta Union High School District and is the only office authorized to change, modify, clarify, etc., the specifications, terms, and/or conditions of this RFP and any contract(s) awarded as a result of this RFP.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to:

Mr. Michael Vincelli
IT Director,
Email: rfp@suhsd.net

Initials _____

E. RFP Dates

Suppliers interested in submitting proposal responses to this RFP should do so according to the following schedule below (or name the table). A supplier will be disqualified for failing to adhere to the dates and times for performance specified below (all times are Pacific Daylight Time):

Date	Time	Event
4/10/2013		RFP issue date
4/24/2013		Deadline for submission of questions
5/22/2013		Deadline for submission proposals addressed to Shasta Union High School District RFP #A77-2013
TBD		Selected Supplier presentations (1 hour)
6/30/2013		Anticipated award date and time

F. Submission of Questions

Any questions about this RFP should be submitted in writing, via email to, rfp@suhsd.net as indicated in Section 1D.

G. Addenda to the Request for Proposal

Any changes, additions, or deletions to the Request for Proposal will be in the form of written addenda issued by the Shasta Union High School District. Any addenda to this Request for Proposal will be distributed to all participating responders.

H. Instructions for Submitting Proposals

One signed original response must be received by the Shasta Union High School District IT Department no later than **2:00pm (Pacific Daylight Time), 5/22/2013**. Late responses will not be accepted.

A copy of the entire RFP must be returned with your response. Responses must follow the format specified in this RFP (Section 1, J 1-7). **All pages of the RFP must be initialed and or signed by a corporate officer.** Responses must be signed by a company officer authorized to enter into contracts on behalf of the bidding firm. The submission of a signed response will confirm understanding and acceptance of all requirements, terms, and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered.

RFP responses must be submitted directly to Shasta High School District. **Copies of proposal must be complete and include all requirements as stated in the RFP.**

Responders must submit their proposals in compliance with the following instructions:

- 1. Original proposal must be complete and include all requirements as stated in the RFP and specified in Paragraph J (Format Guidelines (1 & 7)).**

Responses must be sealed and marked:

**Office Equipment and Related Technology and Services (RFP SUHSD A77-2013)
Closing Date: 5/22/2013**

Responses sent via facsimile (FAX) or electronically via email will not be accepted.

Initials _____

I. Qualification of Responders - Mandatory

The intent of this solicitation is to provide Shasta Union High School District with a successful implementation of the program for **office equipment and related technology and services** as specified. The school district believes that the supplier's previous experience, financial capability, expertise of its personnel, and related factors are important in assessing the responder's potential to meet the goals and objectives of the program. Accordingly, prospective responders must conform to the following minimum qualification standards and provide the required information in order to be considered for award.

1. For each Response Option specified below, responders must have verifiable successful experience in the last three (3) years in providing the range of products and services specified in this RFP as a primary vendor for at least three (3) accounts of similar size, complexity, and business volume. References are preferred to be accounts that are located within the geographical region (within 100 miles) of Shasta Union High School District. Responders must include with their proposal the company name, address, contact name and phone number, and brief description of reference accounts meeting this criteria as specified in Section III, Paragraph F of the RFP.
2. Responder's proposals must include at least one model for each copier segment as specified in Section III, Paragraph C (Required Products), Paragraph R (Minimum Digital Copier Requirements) and attached Pricing Schedules that meets and/or exceeds minimum requirements for each segment.
3. Responders must submit financial statements for the past two (2) years (or equivalent data) in order to establish its financial capability to provide the required products and services on a long-term contract basis. **Shasta Union High School District will not accept third party financing (this includes copiers).**
 - A. Monthly billing; Electronic data capture utility; Monthly service reporting are all requirements for the contract.
 - B. SUHSD wants a single monthly billing statement per location that shall cover all product segments and shall consist of: (1) A summary of applicable monthly charges; (2) A detailed volume and resulting charge by departmental billing code and by device installed in each site or department (SHASTA UNION HIGH SCHOOL DISTRICT); and (3) An electronic comma delimited file (.csv) containing all of the key information.
4. Responders must be able to demonstrate and show evidence of having the capability to provide the required products and services by possessing adequate available resources, including personnel and warehouse/distribution facilities, product line, order processing and delivery capabilities, maintenance, support systems, organization structure, operation controls, quality control, and other related factors.
5. Responders must be the original equipment manufacturers (OEM) or authorized by the original equipment manufacturer to sell and service the products proposed as a result of this RFP.
6. Responders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP in the state of California.
7. The Responder shall maintain Comprehensive General Liability insurance in the amount of not less than \$1,000,000 Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any sub-Supplier or anyone directly or indirectly employed by either of them. A separate General Aggregate limit shall apply to this project. The Supplier shall maintain Business Automobile Liability Insurance in the amount of not less than \$1,000,000 for each occurrence for bodily injury and property damages. The coverage shall be for "any auto" (including owned, non-owned, and hired vehicles). The certificate of insurance coverage shall name the Shasta Union High School District as additional insured. An original Additional Insured Endorsement signed by

Initials _____

an authorized insurance company representative and certificates of insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work. Certificates shall be kept current for the duration of any resultant Contract.

In addition to the information required above, Shasta Union High School District may request additional information either from the responder or others, and may utilize site visits and responder presentations, as reasonably required by the school district to verify the responder's ability to successfully meet the requirements of this RFP. Shasta Union High School District also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports, for further indications of the responder's ability.

J. Proposal Format Guidelines

Responders must submit their proposals in the format presented in this part. The entire Proposal must be submitted in hard copy, in addition, Pricing Schedules (Attachments 1-4) must be submitted electronically on CD/diskette in Excel as provided. Proposals are to use the same section titles used below for ease of evaluation. Proposals must provide a complete response to all requirements stated in the RFP. Incomplete proposals are subject to disqualification. The Proposal shall be signed by an Officer or employee duly authorized to legally bind the entity submitting the Proposal. Proposals shall be complete, submitted in the prescribed format or on forms provided, and comply with the specifications and all legal requirements. All information furnished on the signed original copy of your response shall be typewritten or written in ink.

1. Statement of Company Background

Responders shall provide an introduction and general description of the company's background, nature of business activities, and experience in providing office equipment and related services.

2. Management Overview

This section should present the responder's understanding of the major objectives of the RFP and the responder's approach to fulfilling the RFP requirements.

3. Vendor Qualification And Experience

This section should contain the required qualification information specified in Qualification of Responder (Paragraph I above). Please describe your capabilities associated as it relates to proposed technologies and how these might benefit Shasta Union High School District.

4. Vendor Organization and Staffing

This section should describe the responder's organization and representation team. The narrative should include the name of staff, their background and qualifications, and their role in providing representation to Shasta Union High School District.

5. Responses To Program Requirements

Responders are to provide a complete response to each of the numbered requirements included in Sections III, IV, and V of the RFP. Responders should be concise in responding to the requirements.

6. Supplemental Information

This section provides responders an opportunity to inform Shasta Union High School District of the other services and/or products that may be relevant.

Initials _____

7. Price Quotation

Responders are to provide a price quotation in the form and format described in Section III.

K. Proposal Evaluation and Contract Award

This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable District policies and State of California law. Shasta Union High School District reserves the right to withdraw this Request for Proposal at any time or not award. All documents submitted to District on behalf of this RFP will become the exclusive property of the Shasta Union High School District and will not be returned.

Any contract resulting from this Request for Proposal will be awarded to the responsive and responsible responder whose proposal, in the opinion of the Shasta Union High School District, offers the greatest benefit to the District when considering the total value, including, but not limited to, the quality of products and service and total cost (including prompt payment discounts, trade-ins, upgrades, available volume discounts, shipping and other miscellaneous charges).

Shasta Union High School District reserves the right to make an award in whole or in part.

Proposals will be evaluated by the District Evaluation team using a quality points system. The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the Districts program requirements for office equipment. In addition to materials provided in the proposals, the office equipment commodity team may utilize site visits, oral presentations, product testing, additional material/ information, or references from the supplier and others.

All products, pricing and services offered in the RFP and by the Contractor shall be made available to the following: all public California educational organizations to include the California Community Colleges (CCC), K-12 Schools Districts and all local government entities at the city and county levels. These organizations have the right to purchase off the winning contract if they wish, but are not obligated to purchase any items in the RFP if they choose not to.

Shasta Union High School District reserves the right to withdraw or modify this RFP before the closing date without cause. All participating responders will be notified in the instance of withdrawal or modification.

All proposals will be reviewed and evaluated on the following:

Phase One Evaluation:

Compliance with submittal requirements including, but not limited to: **0 Points**

- Response proposal submittal date/time
- Minimum content and format

If a proposal fails to meet the above criteria, it may be eliminated from further consideration.

Phase Two Evaluation:

Proposals will be evaluated for overall quality, clarity, and concise presentation. It will be presumed that the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the vendor's overall quality assurance standards to be used in support of the contract.

Proposals will be reviewed, evaluated, and points assigned based on the following criteria:

- A. Vendor Qualifications, Experience, Resources & References 25 Points**

Initials _____

Evaluation considerations will include, but not be limited to:

- How experienced and qualified the vendor is in providing **office equipment and related technology and services**
- Local resources available to implement and support our District's current and future technology needs
- Stability of company
- Customer references

B. Proposed Multi-Functional Devices, Printers and Optional Accounting/Tracking Systems
25 Points

Evaluation considerations will include, but not be limited to:

- How well the proposed devices meet the required and desired specifications
- How well the accounting/tracking system meets the required and desired specifications
- Whether District preferred features and functionality or add-ons are available
- How well the proposed systems integrate with District technology

C. Implementation, Conversion, Transition, Training & Marketing Plans
10 Points

Evaluation considerations will include, but not be limited to:

- How well the proposed implementation, training and marketing plans meet District needs (Initial and on-going)
- How experienced the vendor is in performing like installations, training and marketing
- How well the plans meet the District's timelines

D. On-Going Maintenance and Support for Copiers, Printers & Account/Tracking System, Including Relocation, Placement and Removal of Devices
15 Points

Evaluation considerations will include, but not be limited to:

- How well the proposed maintenance/support meets the needs of the District
- How extensive maintenance and support is
- Response time commitments of vendor
- Resource commitment to Shasta Union High School District (including personnel)

E. Accessibility Compliance
5 Points

Evaluation considerations will include, but not be limited to:

- How compliant vendor's proposed equipment is to Section 508 of the Rehabilitation Act of 1973 requirements
- Commitment of vendor and equipment manufacture in efforts to develop equipment accessible to persons with disabilities

F. Sustainability Compliance
5 Points

Evaluation considerations will include, but not be limited to:

- Use of recycled goods in equipment components
- Capability of equipment to utilize environmentally friendly supplies (e.g. recycled paper, toner packaging made of recycled content, toner that is non-hazardous/non-toxic to environment, etc.)
- EnergyStar rated equipment

G. Costs
25 Points

H. Related Technologies
25 Points

Shasta Union High School District is interested in partnering with a vendor that can supply some or all of the following related technologies. For evaluation purposes the ability to provide these technologies combined with scoring criteria of A-G described above for these technologies, will determine point totals for this section

Initials _____

Shasta Union High School District is looking for vendors to demonstrate their ability to offer other technology solutions that complement the above described core solutions and can benefit Shasta Union High School District such as:

- Tablets
- Monitors
- Digital Displays
- Virtual Desktop Infrastructure (VDI)
- Back Up, Disaster and Recovery (BDR)
- Wide Format Solutions
- Production Solutions
- Document Management
- Other Technology Solutions that would benefit Shasta Union High School District

Phase Three Evaluation

I. Presentation/Demonstration

10 Points

After initial scoring, Shasta Union High School District may, but is not required to, invite the companies receiving the highest points to provide a demonstration of their proposed solutions and answer questions regarding their submittal. The number of companies invited to make a presentation will be at the discretion of the District. The District may also invite district users to provide input on the functionality, ease-of-use of the proposed equipment, etc.

Further reference checks may be made, and additional financial documentation may be requested and evaluated to determine financial responsibility of responders.

TOTAL AVAILABLE POINTS (for all three phases)

145 Points

L. Rejection of Proposals

Shasta Union High School District reserves the right to reject all proposals.

Shasta Union High School District reserves the right to reject proposals, which are non-responsive, including, without limitation, proposals, which contain the following defects:

1. Late or incomplete proposals;
2. Failure to conform to the rules or requirements contained in the Request for Proposal;
3. Failure to sign the proposal;
4. Proof of collusion among responders, in which case all proposals involved in the collusive action will be rejected;
5. Noncompliance with applicable law, unauthorized additions or deletions, conditional responses, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning;
6. Provisions reserving the right to accept or reject an award, or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

M. Proposal Preparation Costs

All costs incurred in the preparation and submission of proposals and related documentation, including responder presentation to Shasta Union High School District, will be borne by the responder.

Initials _____

N. Proposal Acceptance Period

"Acceptance Period" as used in this provision, means the number of calendar days available to the Shasta Union High School District for awarding a contract. All responses shall remain available for the district's acceptance for a minimum of 120 days following the RFP closing date.

O. Initial Contract Term

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of five (5) years.

P. Optional Renewal Term(s)

Shasta Union High School District may, at its option, extend or renew the agreement for an additional five (5) one-year periods
All responses, supporting materials, and related documentation will become the property of the district.

This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by Shasta Union High School District for any purpose other than evaluation of responder's approach, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION"

All information submitted as part of the response must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made.

Should a request be made of the school district for information that has been designated as confidential by the responder and on the basis of that designation, the district denies the request for information, the responder shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

Q. Errors and Omissions

If the responder discovers any discrepancy, error, or omission in this RFP or any Exhibits attached, Shasta Union High School District should be notified immediately and a written clarification/notification will be issued to all responders who have been furnished a copy of this RFP for bidding purposes. No responder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the district was not notified and a response provided.

S. All legal matter pertaining to this contract will be handled in the county where the purchasing organization resides. This includes all copier contracts and/or leases on equipment.

T. Any dispute legal or otherwise in the awarding of this contract will require a \$10,000 deposit to be deposited with the Shasta Union High School District. Upon resolution of the dispute legal or otherwise the deposit will be returned.

Initials _____

SECTION II: FACTS

A. *Background Information*

The SUHSD has the following office equipment, note this information ever changing.

Color Laser Printers	30
B&W Laser printers	283
Multi function	46
Windows servers	65
Copiers B&W	15
Copiers Color	7
PCs	1800
Wireless Access Points	150
10/100/1000 POE Switches	165
Wide Format printers	4
Digital Signage Displays	3

SECTION III: OFFICE EQUIPMENT PROGRAM REQUIREMENTS

This section sets forth specific product and service requirements for Shasta Union High School District program for office equipment and related technology. Responder proposals must address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and the responders approach to fulfilling the requirements.

A. *Pricing Options*

As previously stated, the District wishes to consider alternative methods of acquisition of Office Equipment and Related Technology. The District reserves the right to select for award the Option(s), which is in the sole opinion of Shasta Union School District, in its best interest.

Option 1: Purchase

Shasta Union High School District may buy Multi-Functional Devices, Laser Printers and Accounting/Tracking System (and Related Technologies) from the successful responder. The successful responder will provide its products and services in accordance with the requirements of this RFP. The title for the purchased products will be transferred to the district.

Option 2: Fair Market Value Lease

Shasta Union High School District will lease copiers from the successful responder based on the following lease terms:

- 3-year
- 4-year
- 5-year

Initials _____

The successful responder will provide its products and services in accordance with the requirements of this RFP. Your proposal must include in detail your company's terms and conditions for lease renewal/extensions.

B. Required Products

1. Multi-Functional Devices required within this RFP are categorized based on speed as follows:

- Segment 1 - 11 - 20 cpm (b/w copies per minute)
- Segment 2 - 21 - 30 cpm
- Segment 3 - 31 - 40 cpm
- Segment 4 - 41 - 70 cpm
- Segment 5 - 71 - 90 cpm
- Segment 6 - 91 - 135
- Laser Printers ☐ Various Speeds, with and without network interface
- Wireless Laser printers Various speeds
- Accounting/Tracking System

2. Responders may submit more than one model for each segment in their response. Provide brochures on all products and list any features you believe are unique to your offering.

C. Technical Support

Responders must specify their capability to provide technical support to Shasta Union High School District as follows:

- Assist the district's sites with installation and configuration of hardware/software for networked printing in a timely manner
- Provide description of help desk on-going hardware, software and network support for all products sold
- Specify if this support is in house or outsourced.
- Specify amount of personnel residing within 20 miles of Redding.

D. Technology Requirements

Responders must demonstrate capability to interface with Shasta Union High School District's departmental IT and Network Administrator on an ongoing basis to effectively install and set-up copiers, printers and multi-functional systems on its network and install and set-up appropriate software, drivers and etc. to operate and manage said equipment within individual departmental network environments.

Responders must specify the capability to provide the following requirements to Shasta Union High School District:

- Support TCP/IP V4 and V6
- Capability for connectivity to the following operating systems:
 - Windows
 - Apple systems, including OSX
 - LDAP ☐ for e-mail directory lookup (rfc 2251)
 - Kerberos ☐ for authentication
 - PostScript
 - Concurrent scanning of copy job while print job is being processed

Initials _____

- Scan to SMB Folders
- Scan to e-mail

E. Program Management and Administration

1. Supplier shall provide the following program administration functions:
 - Project manager to coordinate program implementation
 - Account management for on-going contract monitoring and maintenance
 - On-site sales representation on a regular basis to assist in resolving problems, provide unlimited training and other customer services as required for the efficient operation of the program
 - Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns
 - Quarterly review meetings between supplier's account manager and Shasta Union High School District to review the previous quarter performance.

F. Delivery and Installation

1. Supplier will provide a written acknowledgment of equipment delivery and installation.
2. Please describe in detail your company's delivery and installation capabilities.

G. Equipment Maintenance

District may require supplier to coordinate all service calls through a centralized supplier's dispatch desk as follows:

- Machine is experiencing a malfunction
- Customer or remote diagnostics system contact central dispatch
- Dispatch logs call noting make, model, serial # and problem
- A unique ticket number is assigned to the call
- The customer is given the ticket number for reference
- Dispatch places call with appropriate service technician
- Service technician responds back to dispatch upon completion
- Repair and total down time are then calculated
- Problem ticket is then closed
- Credit for service copies
- Monthly reports will be compiled for compliance of standards and exception for credit
- Similar equipment will be furnished to the District on a no charge loan basis within one business days, if equipment covered by the maintenance will be out of service for more than two business days

H. Training

Successful vendor will include the following customer training requirements:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

Initials _____

I. Service Guarantee Commitments

1. List what your company's service guarantee and customer satisfaction commitments for all products proposed are.

J. Reporting

1. At minimum, the following report will be required (hard copy/on-line) on a quarterly basis:
 - Population of digital copiers and Laser printers sorted by:
 - Model
 - Serial Number
 - Location
 - Install date
 - Average Monthly Volume
 - Response time
 - Repair time
 - Uptime
 - Total service calls
 - Operational costs sorted by Department
2. Responders agree to provide other reports as reasonably requested by Shasta Union High School District at no additional cost.

K. Product Certification

The responder certifies and warrants that all products sold to Shasta Union High School District under any agreement resulting from this RFP shall be NEW, recently manufactured from new design and components and never used.

L. Minimum Multi-Functional Device, Laser Printer and Accounting/Tracking System Specifications

CATEGORY 1:

- Volume 100-2,500 copies/month
 - **11 - 20 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
 - Continuous copy meter
 - Document Feeder
 - Bypass tray
 - Minimum of 1 paper tray that holds at least 250 sheets, letter or legal
 - Reduction and enlargement

CATEGORY 2:

- Volume 2,500-6,500 copies/month
 - **21-30 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
 - Continuous copy meter
 - Automatic document feeder-50 sheets minimum
 - Minimum 50 sheet Bypass tray

Initials _____

- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

CATEGORY 3:

-
- Volume 6,500-15,000 copies/month
 - **31-40 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
 - Continuous copy meter
 - Automatic document feeder-50 sheets minimum
 - Minimum 50 sheet bypass tray
 - Minimum of 2 paper trays that hold 500 sheets each.
 - Reduction and enlargement, minimum 25-400%
 - Automatic duplexing
 - Minimum 30 page staple/finisher with electronic sorting
 - Multiple copies: 1-999

CATEGORY 4:

-
- Volume 15,000-50,000 copies/month
 - **41-70 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
 - Continuous copy meter
 - Automatic document feeder-50 sheet minimum with job building
 - Minimum 50 sheet bypass tray
 - Minimum of 2 paper trays that hold 500 sheets each.
 - Reduction and enlargement, minimum 25-400%
 - Automatic duplexing
 - Minimum 50 page staple/finisher with electronic sorting
 - Multiple copies: 1-999

CATEGORY 5:

-
- Volume 50,00-100,000 copies/month
 - **71 - 90 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
 - Continuous copy meter
 - Automatic document feeder 100 sheet minimum with job building
 - Minimum 50 sheet bypass tray
 - Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
 - Reduction and enlargement, minimum 25-400%
 - Automatic duplexing
 - Minimum 50 page staple/finisher with electronic sorting
 - Multiple copies: 1-999

CATEGORY 6:

-
- Volume 50,00-100,000 copies/month
 - **91 - 135 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
 - Continuous copy meter
 - Automatic document feeder 100 sheet minimum with job building
 - Minimum 50 sheet bypass tray
 - Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
 - Reduction and enlargement, minimum 25-400%

Initials _____

- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 1:

- Volume 100-2,500 copies/month
- **11 - 20 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Document Feeder
- Bypass tray
- Minimum of 1 paper tray that holds at least 250 sheets, letter or legal
- Reduction and enlargement

COLOR CATEGORY 2:

- Volume 2,500-6,500 copies/month
- **21-30 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet Bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 3:

- Volume 6,500-15,000 copies/month
- **31-40 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 4:

- Volume 15,000-50,000 copies/month
- **41-70 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 5:

- Volume 50,00-100,000 copies/month
- **71 - 90 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image

Initials _____

- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 6:

- Volume 50,00-100,000 copies/month
- **91 - 135 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

LASER PRINTER CATEGORY 1:

- Low B&W Laser printer with network interface
- Medium B&W Laser printer with network interface
- High B&W Laser printer with network interface
- Low Color Laser printer with network interface
- Medium Color Laser printer with network interface
- High Color Laser printer with network interface
- All Laser printers must be Non Host based printers
- Wireless Laser printers Various speeds

ACCOUNTING/TRACKING SYSTEM

- Track Print, Scan, Copy and Fax usage by User, Device and Department
- Users need to be identified based upon login
- Users able to select Cost Centers for bill back
- Follow me printing
- Please outline any additional features

RELATED TECHNOLOGIES

Shasta Union School District welcomes an offering of any technology that is felt will benefit our School District. Please provide very specific detail on specifications and capabilities and provide in the same pricing schedule as above.

- Tablets
- Monitors
- Digital Displays

Initials _____

- Virtual Desktop Infrastructure (VDI)
- Back Up, Disaster and Recovery (BDR)
- Wide Format Solutions
- Production Solutions
- Document Management
- Other Technology Solutions that would benefit Shasta Union High School District

SECTION IV: INVOICING:

- Describe the various billing options available.

SECTION V: PRICING

A. Price Quotation

1. Please complete the attached Pricing Schedules Attachments 1(A-D) based on specified Shasta Union High School District requirements as defined in this RFP. Please provide your pricing proposal in hard copy and on diskette/CD in Excel.

Responders must provide the following pricing data for Multi-Functional Devices, Printers and Related Technology.

- **Purchase Option** - Net Shasta Union High School District purchase prices listed as provided on the attached Attachments 1(A).
- **Lease Option** - Net Shasta Union High School lease prices as provided on the attached Attachments 1(B). :
 - Buyout based on the fair market value (end of lease term)
 - (36), (48) & (60) months
 - SUHSD shall not be charged any ship-back or return costs

***CPI** - A CPI rate (with no minimum volume requirement) must be supplied with all submissions of Multifunctional Devices and Laser Printers. CPI rate should include all parts, labor & supplies (less paper & staples).

2. Responders must provide a price quotation for all the options included in the Pricing Schedule and detailed in Section III of this RFP.
3. The prices quoted in response to this section shall be the Shasta Union School District net price including the various services to be provided. There shall be no separate charges, fees, handling or other incidental costs. Applicable taxes will be charged in addition to these net prices.
4. Please specify how your company will handle pricing for mid-year introductions of new/replacement models.

B. Price Protection

1. Prices quoted cannot increase during the first 12 months period of the agreement. Price changes after the first 12 months period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require a 45-day written notification and apply only for new lease agreements entered after the time increase is effective. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. In the event that a certain product line has a

Initials _____

significant price increase in excess of five (5) percent, those particular products shall be negotiated individually.

2. Price increases for any renewal periods must be supported by documented evidence of manufacturers' or manufacturers' supplier price increases.

NAME OF RESPONDER: _____

FULL NAME OF ALL PARTNERS OR LEGAL NAME OF CORPORATION:

(TYPE OR PRINT)

AUTHORIZED CONTACT / RESPONSE PREPARER / SALES REPRESENTATIVE: _____

BUSINESS ADDRESS: _____

(TYPE OR PRINT)

TELEPHONE: _____

FAX: _____

BY: _____

(SIGNATURE IN INK)

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

I declare, under penalty of perjury, that the information provided and representations made in this response are true and current and that this declaration was executed on (date) at COUNTY, California.

Corporate Officer w/ Authority to Bind:

(SIGNATURE IN INK)

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

DATED: CORPORATE SEAL: _____

(IF APPLICABLE)

Initials _____

GREGORY P. EINHORN
ATTORNEY AT LAW

854 MANZANITA CT., STE 110, CHICO CA 95926
PHONE: (530) 898-0228 FAX: (530) 898-0877
GREG@EINHORNLAOFFICE.COM

June 2, 2015

Via e-mail (CScarff@raymorgan.com) and US Mail

Mr. Chris Scarff
Executive Vice President – Owner
Ray Morgan Company
3131 Esplanade
Chico, CA 95973

Re: Utilization of Shasta Union High School District Awarded Pricing

Dear Mr. Scarff:

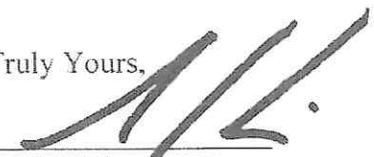
In April of 2013, the Shasta Union High School District (SUHSD) issued a Request for Proposal (RFP) for Office Equipment and Related Technology and Services. The RFP contained a provision whereby products, pricing and services offered in the RFP be made available to public entities at the levels set forth in the RFP. This is a piggy-back provision and enables public entities that otherwise would be required to go to the time and expense of competitive bidding to, instead, use the fruits of another entity's labor.

In July of 2013, the SUHSD Board awarded the RFP as to particular product categories to Ray Morgan. Thus, the Ray Morgan offered pricing as to those categories is available to a broad array of public entities pursuant to the piggy-back clause without the need for competitive bidding on those products by those other entities.

I understand that other entities, such as non-profit groups, religious organizations and government funded medical providers may be interested in utilizing the SUHSD awarded pricing as to the particular product categories successfully bid by Ray Morgan.

I see no reason or basis for concern on the part of SUHSD to agree and consent that such other groups, organizations and medical providers utilize the SUHSD awarded pricing as to the particular product categories successfully bid by Ray Morgan in response to SUHD's RFP.

Very Truly Yours,



Gregory P. Einhorn

/mak



Board of Trustees

*Bev Stupek
Kristen Schreder
James M. Schwerdt
Constance Pepple
Mike Wharton Jr.*

Superintendent

Jim Cloney

Ray Morgan Company
Chico, Ca. 95973

Dear Ray Morgan Company,

This letter is to confirm that your bid was selected and approved by the Shasta Union High School District Board on July 9th 2013. Congratulations on your companies successful bid on the A77-2013 Office Equipment RFP.

Below are the categories in the RFP awarded to your company.

- Categories 1, 2, 3, 4, 5, 6 Black and White copiers award to Ray Morgan Company for Canon and Samsung equipment.
- Categories 1, 2, 3, 4, 5, 6 Color copiers award to Ray Morgan Company for Canon and Samsung equipment.
- Accounting/ Tracking system award to Ray Morgan Company for Canon and Samsung copiers.
- Related Technologies award to Ray Morgan Company.

Once again congratulations on your successful bid.

Sincerely,

Mike Vincelli
Director of IT SUHSD



Unadopted Minutes

July 9, 2013

Trustee Stupek called open session to order at 5:30 p.m. in the Shasta Learning Center Board Room.

At 5:30 p.m., Trustee Stupek announced the Board would adjourn to closed session to discuss the following: 1) Consider recommendation from administration regarding readmission for two students (File Nos. 12-11 and 12-22); 2) Public Employee Discipline/ Dismissal/ Release (G.C. 54957); and, 3) Conference with Labor Negotiator (G.C. 54957.6). Agency designated representatives: Jim Cloney – Superintendent, David Flores – Chief Business Official, and Dana Reginato – Associate Superintendent/ Human Resources. Employee Organizations: Shasta Secondary Education Association (SSEA), Educational Support Professionals Association (ESP), California School Employees Association (CSEA) and Management/Supervisory/Confidential.

CALL FOR REQUESTS FROM THE AUDIENCE TO SPEAK ON CLOSED AGENDA ITEMS:

There were no comments.

The Board reconvened into open session at 6:33 p.m.

Trustee Stupek announced reportable action taken by the Board in closed session.

RES. 13-133 The Governing Board voted unanimously to sustain investigation findings related to a complaint filed pursuant to Administrative Regulation 1312.1. (Motion Pepple, second Schreder, carried 5-0).

Trustee Stupek led the Pledge of Allegiance.

ROLL CALL: Trustees Bev Stupek, Kristen Schreder, Jim Schwerdt, Connie Pepple and Mike Wharton were present. Trustee Stupek presided. Also present: Jim Cloney – Superintendent and Kyle Turner – Associate Superintendent/Instructional Services.

RES. 13-134 That the Board approve the agenda, with the exception of Item 6.8 (proposed revision to Certificated Management Salary Schedule), tabled to the August 13, 2013 Board meeting. (Motion Schreder, second Pepple, carried 5-0).

RES. 13-135 That the Board approve the consent agenda, as presented. (Motion Pepple, second Schreder, carried 5-0).

RES. 13-136 That the Board approve minutes for the June 11, 2013 regular Board meeting. (Motion Pepple, second Schreder, carried 5-0).

RES. 13-137 That the Board approve the District Organization Chart/Lines of Responsibility for 2013-14. (Motion Pepple, second Schreder, carried 5-0).

RES. 13-138 That the Board approve revisions to the Classified Management, Confidential and Supervisory salary schedules, as presented. (Motion Pepple, second Schreder, carried 5-0).

RES. 13-139 That the Board ratify commercial warrants in the amount of \$1,355,779.00 and payroll distributions in the amount of \$3,327,704.16 for the period of 6/1/13-6/30/13. (Motion Pepple, second Schreder, carried 5-0).

RES. 12-140 That the Board adopt a Resolution Allowing Temporary Interfund Transfers. (Motion Pepple, second Schreder, carried 5-0).

- RES. 12-141 That the Board adopt a Resolution Allowing Interfund Transfers. (Motion Pepple, second Schreder, carried 5-0).
- RES. 12-142 That the Board adopt a Resolution Allowing Budget Transfers. (Motion Pepple, second Schreder, carried 5-0).
- RES. 13-143 That the Board approve the 2013-14 Consolidated Application for Funding Categorical Aid Programs. (Motion Pepple, second Schreder, carried 5-0).
- RES. 13-144 That the Board approve a Request to Declare Property as Surplus (I.T. Department). (Motion Pepple, second Schreder, carried 5-0).
- RES. 13-145 That the Board approve recommendations for textbook adoption, as follows: Krugman's Economics for AP, (Ray, Anderson, Krugman, Wells, authors – Worth, publisher); and, Understanding Psychology, (Richard A. Kasschau, Ph.D., author, - Glenco/McGraw Hill, publisher). (Motion Pepple, second Schreder, carried 5-0).
- RES. 13-146 That the Board approve the Human Resources Action Report, as follows: *Certificated – (New Hire, Probationary):* Chris Combs, 5/5 P.E./Earth Science Teacher (EHS), effective August 15, 2013; Jefferson Hunsaker, 5/5 P.E. Teacher (SHS), effective August 15, 2013; (New Hire - Temporary): Martin Reid, 2/5 (EHS) & 2/5 (SHS) English Teacher, effective August 15, 2013; Tom Nagy, 2/5 Music Teacher (FHS), effective August 15, 2013; Sarah Crye, 4/5 P.E. Teacher (SHS), effective August 15, 2013; (Re-Hired Staff, Temporary): Justin Byxbe, 2/5 P.E. Teacher (PHS), effective August 15, 2013; (Re-Hired Staff, Probationary): Tracey Holmes, 5/5 Math Teacher (SHS), effective August 15, 2013; Amy Eiszele, 5/5 Social Science Teacher (SHS), effective August 15, 2013. (Motion Pepple, second Schreder, carried 5-0).
- RES. 13-147 That the Board accept the Quarterly Report on the Williams Uniform Complaints for April 1 to June 30, 2013. (Motion Pepple, second Schreder, carried 5-0).
- RES. 13-148 That the Board approve the recommendation from administration regarding readmission of a student (File 12-11). (Motion Schreder, second Wharton. Ayes: Stupek, Schreder, Schwerdt, Pepple, Wharton. Abstained: None. Opposed: None. Absent: None).
- RES. 13-149 That the Board approve the recommendation from administration regarding readmission of a student (File 12-22). (Motion Wharton, second Schreder. Ayes: Stupek, Schreder, Schwerdt, Pepple, Wharton. Abstained: None. Opposed: None. Absent: None).
- RES. 13-150 That the Board approve a new SUHSD logo. (Motion Pepple, second Schreder, carried 5-0).
- RES. 13-151 That the Board award the bid for office equipment. (Motion Schreder, second Pepple, carried 5-0).
- RES. 13-152 That the Board approve the annual Declaration of Need for Qualified Educators for 2013-14. (Motion Schreder, second Pepple, carried 5-0).
- RES. 13-153 That the Board conduct the annual review and approve the District's Uniform Complaint Policy and Non-Discrimination Policy. (Motion Pepple, second Wharton, carried 5-0).
- RES. 13-154 That the meeting adjourn. (Motion Wharton, second Schreder, carried 5-0).

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY

**RE: ABATEMENT OF BURNED OUT AND ABANDONED
STRUCTURES**

DATE: OCTOBER 18, 2016

SUMMARY

The Council may provide direction on the burned out and abandoned structure ordinances of the City and whether to approve the release of a Request for Proposal (RFP) for the demolition of a burned out and abandoned structures.

DISCUSSION

On April 19, 2016 the Council heard a report from Officer Ron Belser regarding burned out and abandoned structures in the City of Oroville. At the request of Council Members Pittman and Del Rosario, this item is returning to the agenda for further direction. Officer Belser and Officer Goyer will inform the Council of the growing problem of burned out structures and the lack of response from some property owners.

Staff is not requesting any changes to any City ordinances at this time. Staff believes that the appropriate process is in place and will work. There are several barriers that prevent these houses from being abated in a timelier manner. These issues include the lack of staffing, lack of funding and no set contract with a demolition company for the removal of the structure.

Staff is requesting authorization to release a RFP to get estimates on the cost for removal of a burned out or abandoned structure.

FISCAL IMPACT

Unknown at this time.

RECOMMENDATIONS

1. Receive report and provide direction;
2. Authorize the release of Request for Proposal for services relating to the removal of a burned out or abandoned structure;
3. Identify a funding source for the associated cost of this activity.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: REQUEST TO ALLOCATE ADVERTISEMENT SPACE TO THE
OROVILLE AREA CHAMBER OF COMMERCE ON AN EXISTING
DIGITAL DISPLAY SIGN**

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider approving the allocation of 50% of the City's allotted advertisement space on the digital display sign located at the northwest corner of the intersection at Georgia Pacific Road and Feather River Boulevard to the Oroville Area Chamber of Commerce for a total of 900 spots (8 seconds minimum).

BACKGROUND

On November 3, 2015, the City Council adopted a resolution (Resolution No. 8428) executing a lease agreement (Agreement No. 3147) with Stott Outdoor Advertising for the installation, operation, maintenance and marketing of a digital display sign on City owned property located at the northwest corner of the intersection at Georgia Pacific Road and Feather River Boulevard. The sign has since been installed and is currently operational. As part of the lease agreement, Section 4 specifies that Stott Outdoor shall provide at least 1,800 spots (8 seconds minimum) per month to the City.

DISCUSSION

City staff has met with Sandy Linville, PhD, President and CEO of the Oroville Area Chamber of Commerce, to discuss how the City and Chamber can collaborate in economic development efforts. The topic of discussion centered around the City's agreement with Stott Outdoor and the advertising space available to the City. In an effort to help the Chamber's outreach campaign to highlight Oroville's assets, staff is recommending the Council allocate 50% of the City's advertising space on the aforementioned digital display sign for a total of 900 spots (8 seconds minimum).

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Approve the allocation of 50% of the City's allotted advertisement space on the digital display sign located at the northwest corner of the intersection at Georgia Pacific Road and Feather River Boulevard to the Oroville Area Chamber of Commerce for a total of 900 spots (8 seconds minimum).

ATTACHMENTS

- A – Letter from the Oroville Area Chamber of Commerce
- B – Resolution No. 8428 and Agreement No. 3147



May 23, 2016

Don Rust
City of Oroville
1785 Montgomery Street
Oroville, California

Dear Mr. Rust,

The Oroville Area Chamber of Commerce would like to thank you very much for your willingness to collaborate on various ways the City can continue to help support the Chamber of Commerce.

We are grateful for the chance to have met with you to discuss the possibility of the City allotting 50% of the City's monthly allocated digital spots on the digital billboard signs to the Chamber. We believe this will help us in promoting the community as we embark on an outreach campaign to highlight the wonderful assets of Oroville.

Sandy Linville

Sandy Linville, PhD
President and CEO
Oroville Area Chamber of Commerce



CITY OF OROVILLE
RESOLUTION NO. 8428

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH STOTT OUTDOOR ADVERTISING FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND MARKETING OF A DIGITAL DISPLAY SIGN ON CITY OWNED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION AT GEORGIA PACIFIC ROAD AND FEATHER RIVER BOULEVARD

(Agreement No. 3147)

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

1. The Mayor is hereby authorized and directed to execute a Lease Agreement with Stott Outdoor Advertising to lease City-owned property located at the northwest corner of the intersection of Georgia Pacific Road and Feather River Boulevard, just east of the Highway 70 (Caltrans) right-of-way, for the installation, operation, maintenance, and marketing of a digital display sign. A copy of the Agreement is attached to this Resolution.
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 November 3, 2015, by the following vote:

AYES: Council Members Hatley, Pittman, Simpson, Vice Mayor Wilcox

NOES: Council Members Berry, Del Rosario

ABSTAIN: None

ABSENT: Mayor Dahlmeier


Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Donald L. Rust, Acting City Clerk

**CITY OF OROVILLE PUBLIC FACILITY
LEASE AGREEMENT**

This Agreement is made and entered into as of **November 3, 2015**, by and between the **City of Oroville**, a municipal corporation ("CITY") and **Stott Outdoor Advertising** ("LESSEE").

1. **PARTIES:** This lease ("Lease") is made between Stott Outdoor Advertising ("LESSEE"), and the City of Oroville ("CITY"), who agree to the terms of this Lease.
2. **PREMISES LEASED:** LESSEE leases from CITY real property for the installation, operation, maintenance, and marketing of a digital display sign, located at the northwest corner of the intersection of Georgia Pacific Road and Feather River Boulevard, just east of the Highway 70 (Caltrans) right-of-way ("Premises").
3. **TERM:** The Lease's initial term ("Initial Term") shall commence on November 1, 2016 ("Commencement Date"), and shall end on October 31, 2046 ("Ending Date"), provided that all improvements have been completed by LESSEE and operation of the sign has begun. If LESSEE is unable to complete the improvements and begin operations of the digital display sign by the Commencement Date, LESSEE shall still be liable for the annual rent. Any such delay in the project shall not affect the Ending Date.
4. **RENT:** LESSEE shall pay to CITY annual rental payments on or before November 1 of each year following the Commencement Date. During the first year of this Lease, the annual rental payment shall be two thousand-five hundred and 00/100 dollars (\$2,500.00) and shall be due on or before the Commencement Date. The annual rental amount shall be subject to annual adjustment coinciding with the anniversary of the Commencement Date. The new annual rent shall be increased by two percent (2%) each year thereafter. In addition, and as additional rent, LESSEE shall pay 7% of all gross advertising revenue annually to the CITY. In addition, and as additional rent, LESSEE shall provide at least 1800 spots (8 seconds minimum) per month to CITY. LESSEE shall reasonably coordinate with CITY to obtain the content of the advertising desired by CITY. In the event that LESSEE does not, in the first year of the lease, achieve \$210,000 in gross annual advertising revenue, the CITY shall waive, and LESSEE shall not be required to pay, the following: 1) the annual rental payment for the subsequent year; and 2) the CITY's portion of the gross advertising revenue. In the event that LESSEE does not, in each subsequent year of the lease, achieve \$210,000 in gross annual advertising revenue, LESSEE shall not be required to pay the annual rental payment of the subsequent year, however, LESSEE shall pay CITY 3.5% of all gross advertising revenue to CITY, until LESSEE achieves \$210,000 in gross annual advertising revenue. LESSEE shall pay CITY the applicable annual rental amount rent in advance and advertising revenue rent in arrears. All gross advertising revenue rent payable to the CITY pursuant to this Agreement shall be held by LESSEE in trust for the benefit of CITY.

5. **HOLDING OVER:** Upon expiration or termination of the Lease, LESSEE agrees that it will not holdover or continue to occupy the Premises. If LESSEE fails to immediately surrender the Premises or any portion thereof at the expiration or termination of the Lease, then LESSEE shall pay Rent at a rate equal to 200% of the Rent as outlined in Paragraph 4, applicable during the last calendar month of the Lease. Unless otherwise agreed to in writing by the parties, any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month.
6. **TAXES:** Relating to any property owned by LESSEE, LESSEE shall pay all taxes required by Butte County or any other public agency on any taxable interest of LESSEE, including but not limited to possessory interest assessments.
7. **USE AND EXCLUSIVITY:**
 - a. LESSEE shall occupy and use the Premises during the term hereof for the purposes contained in this Lease.
 - b. CITY shall not enter into another agreement for the lease of City property for the installation of a digital display sign measuring greater than 120 square feet for a period of 3 years from the execution date of this Agreement. From year 4 through year 7 of the effectiveness of this Agreement, LESSEE shall have first right of refusal for any agreement for the lease of City property for the installation of a display sign measuring greater than 120 square feet.
8. **EMERGENCY USE:** LESSEE shall immediately make the sign available, at the request of CITY or another qualified public agency, for Amber Alert messages or for other public emergency communication uses.
9. **HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this Lease, LESSEE, at its sole expense, shall ensure the Premises meets the applicable requirements of all Health, Safety, Fire and Building codes, statutes, regulations, and ordinances, in addition to all applicable federal, state, regional and local regulations, including all requirements of the California Department of Transportation. Additionally, LESSEE warrants that any improvements on or in the Premises which have been constructed or installed by LESSEE shall comply with all applicable covenants or restrictions of record and applicable codes, statutes, regulations, and ordinances in effect on the Commencement Date.
10. **MAINTENANCE:**
 - a. Except as specifically provided in subparagraph 10b below, LESSEE, at its sole cost, shall perform such inspections, maintenance, and repairs as

are necessary to ensure that all portions of the Premises and digital display sign including, but not limited to the following, are at all times in good repair and safe condition:

- (1) The structural components of the digital display sign improvements, which structural components include the foundations, sign structure, and digital display;
- (2) The electrical system(s), including, without limitation, those portions of the system(s) owned or controlled by LESSEE lying outside the Premises;
- (3) The grounds, including all access easements and outside lighting, grass, trees, shrubbery, flora and other landscaping and irrigation system(s) installed; and
- (4) LESSEE shall perform maintenance to the digital display sign at a time and in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the CITY and Community.

b. Without in any way affecting LESSEE's duty to operate, maintain, and repair the Premises and the digital display sign and regardless of whether any specific notice of need for maintenance or repair is provided to LESSEE by CITY, CITY may request specific maintenance or repairs. Any such request may be made orally, by telephone or otherwise. LESSEE shall, within a reasonable period of time, provide to CITY a written plan and schedule to perform the required maintenance and/or repairs. LESSEE and a representative of CITY shall meet and confer should the parties disagree as to the reasonableness of the written plan or the time it takes to submit the same to CITY. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

c. LESSEE shall coordinate and receive approval by CITY for the installation of all landscaping and irrigation systems.

11. **ALTERATIONS:** CITY shall not make any structural alterations to the Premises or the digital display sign without LESSEE's consent.
12. **UTILITIES:** LESSEE shall, at its sole expense, furnish to the Premises and pay all service charges and related taxes for all required utilities.
13. **HOLD HARMLESS:** LESSEE agrees to indemnify, defend (with counsel approved by CITY), and hold harmless CITY, its authorized officers, agents, volunteers, and employees, from any and all claims, demands, actions, losses, damages, liability,

and/or for any costs or expenses incurred by CITY arising out of: (a) any improvements constructed by LESSEE pursuant to the Lease; (b) LESSEE's acts and omissions in connection with its control of the property; (c) the use of common areas and leasehold spaces other than the Premises; and (d) toxic waste and environmental contamination caused by LESSEE's activities, except where such indemnification is prohibited by law. LESSEE's indemnification obligation applies to CITY's "active" as well as "passive" negligence, but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. LESSEE's indemnification obligation shall survive the tenancy contemplated by this Lease. The insurance provisions in **Paragraph 14, INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation. LESSEE shall not be liable for the negligence of CITY, its authorized officers, agents, volunteers, and/or employees.

14. INSURANCE:

- a. CITY is a public entity and is self-insured.
- b. Without in any way affecting the indemnity herein provided and in addition thereto, LESSEE or their subcontractors shall secure and maintain throughout the duration of the construction and Lease the following types of insurance, if applicable, with limits as shown:
 - (1) **Workers' Compensation:** A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand and 00/100 dollars (\$250,000.00) limits, covering all persons providing services on behalf of LESSEE and all risks to such persons under this Agreement.
 - (2) **Comprehensive General and Automobile Liability Insurance:** This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million and 00/100 dollars (\$1,000,000.00).
 - (3) **Fire, Hazard, and Liability Insurance:** Standard fire, hazard, liability and extended coverage insurance, with vandalism and malicious mischief endorsements to the extent of the full replacement value of the Premises.
- c. **Additional Named Insured:** All policies, except for Workers' Compensation, shall contain additional endorsements naming CITY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of this Agreement.

- d. **Waiver of Subrogation Rights:** LESSEE shall require the carriers of the above-required coverage to waive all rights of subrogation against CITY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- e. **Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CITY.
- f. **Proof of Coverage:** LESSEE shall immediately furnish certificates of insurance to CITY, evidencing the insurance coverage, including endorsements required above, prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CITY, and LESSEE shall maintain such insurance from the start of the Commencement Date of this Agreement until the Ending Date. Within sixty (60) days of the Commencement Date of this Agreement, LESSEE shall furnish certified copies of the policies and all endorsements.
- g. **Insurance Review:** The above insurance requirements are subject to periodic review by CITY. CITY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of CITY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CITY, inflation, or any other item reasonably related to CITY's risk. Any such reduction or waiver for the entire term of this Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by an amendment to this Agreement.
- h. **Failure to Have Insurance:** In the event CITY receives a notice of cancellation concerning any of the required policies, or should LESSEE fail to have in effect the required coverage at any time during this Lease, CITY may give notice to LESSEE to immediately suspend all LESSEE activities on the Premises and/or notice to reinstate or acquire the affected coverage. Should LESSEE fail to reinstate or acquire the affected coverage within ten (10) days of CITY's notice to reinstate or acquire such coverage, CITY, in its sole discretion, may either; (a) terminate this Lease immediately upon written notice to LESSEE, or (b) reinstate or acquire the affected coverage, in which case LESSEE shall reimburse CITY for the sum paid to reinstate

or acquire the coverage. The sum paid by CITY shall be due from LESSEE to CITY within five (5) days of notice of such sum, and if paid at a later date, shall bear interest at the maximum rate CITY is permitted by law to charge from the date the sum was paid by CITY until CITY is reimbursed by LESSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

- i. CITY shall have no liability for any premiums charged for such coverage(s). The inclusion of CITY as additional named insured is not intended to and shall not make it a partner or joint venture with LESSEE.

15. DESTRUCTION OF PREMISES:

- a. During the term of this Lease, if any casualty renders a portion of the digital display sign unusable for the purpose intended, then LESSEE shall, at LESSEE's expense, restore the digital display sign and repair any damages caused by such casualty as soon as reasonably possible, and this Lease shall continue in full force and effect. If LESSEE does not commence the restoration of the Premises in a substantial and meaningful way within thirty (30) days following LESSEE's receipt of written notice of the casualty, or should LESSEE fail to diligently pursue completion of the restoration of the digital display sign, or if the time required to restore the Premises is estimated to exceed ninety (90) days, CITY may, at its option, terminate this Lease immediately upon written notice to LESSEE. If CITY elects to terminate this Lease pursuant to this provision, CITY shall be discharged of all future obligations under this Lease. Alternatively, if LESSEE fails to commence the restoration of the digital display sign or fails to diligently pursue the completion of the restoration as aforesaid, CITY may, at its option and in its sole discretion, after notice to LESSEE, perform LESSEE's obligations and restore the digital display sign. If CITY elects to restore the digital display sign, CITY shall have the right to be reimbursed for all sums it actually and reasonably expends (including charges for CITY employees and equipment) in the performance of LESSEE's obligations. The sum paid by CITY shall be due from LESSEE to CITY within five (5) days of notice of such sum, and if paid at a later date, shall bear interest at the maximum rate CITY is permitted by law to charge from the date the sum was paid by CITY until CITY is reimbursed by LESSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. For the purposes of this paragraph, the phrase "commence ... in a substantial and meaningful way" shall mean either the unconditional authorization of the preparation of the required plans, the issuance of any required Building Permits or the beginning of the actual work on the Premises.

- b. In the event there is destruction of a portion of the Premises and digital display sign as set out in subparagraph a above, and the Lease is not terminated because of such destruction, LESSEE agrees to use any and all insurance proceeds received for said destruction in the restoration of the Premises.
 - c. In the event LESSEE is required to restore the Premises and digital display sign, as provided in this paragraph, LESSEE shall restore, at LESSEE's expense, any improvements or alterations to the Premises and digital display sign made by CITY pursuant to Paragraph 11, ALTERATIONS, of this Lease.
- 16. **LESSEE'S DEFAULT:** Except where another time limit is specifically provided, LESSEE shall be in default of this Lease if LESSEE fails or refuses to perform any material provisions of this Lease and such failure or refusal to perform is not cured within thirty (30) days following LESSEE's receipt of written notice of default from CITY. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.
- 17. **CITY'S REMEDIES ON LESSEE'S DEFAULT:** CITY, at any time after LESSEE is in default and in CITY's sole discretion, may terminate this Lease immediately upon written notice to LESSEE without any further action or requirement to initiate litigation to have the Lease declared terminated. Alternatively, CITY may elect to cure the default at LESSEE's cost. If CITY at any time, by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum (including charges for CITY's employees and equipment), the sum paid by CITY shall be due from LESSEE to CITY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the CITY is permitted by law to charge from the date the sum was paid by CITY until CITY is reimbursed by LESSEE. Any amount paid by CITY shall remain due and owed by LESSEE even if CITY elects to terminate the Lease pursuant to this paragraph. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.
- 18. **LESSEE'S ACCESS TO PREMISES:** LESSEE and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:
 - a. To determine whether the Premises and digital display sign are in good condition;
 - b. To do any necessary maintenance and to make any restoration to the Premises and digital display sign that LESSEE has the right or obligation to perform;

- c. To serve, post, or keep posted any notices required by law; and
- d. To show the digital display sign to prospective brokers, agents, buyers, tenants, lenders, or persons interested in an exchange, at any time during the term. LESSEE shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to CITY and the community.

19. NOTICES:

- a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) CITY working days from the time of mailing if mailed as provided in this paragraph.

LESSEE's address: Stott Outdoor Advertising
P.O. Box 7209
Chico, CA 95927

CITY's address: City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

- b. If, at any time after CITY accepts the completion of the digital display sign, LESSEE assigns or transfers a non-controlling interest of its rights in the digital display sign to a third party, LESSEE must notify CITY of its action at least fifteen (15) CITY working days prior to completing any such action.
- c. If, at any time after CITY accepts the completion of the digital display sign, LESSEE assigns or transfers a controlling interest of its rights in the digital display sign to a third party, LESSEE must notify CITY of its action at least fifteen (15) CITY working days prior to completing any such action. The new owner must provide CITY with evidence of completion of such action. The parties shall immediately execute an amendment to this Lease stating the change of ownership of the digital display sign.

20. INCORPORATION OF PRIOR AGREEMENT: This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned

in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

21. **WAIVERS:** No waiver by either party of any provisions of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.
22. **AMENDMENTS:** No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor-in-interest, expressing by its terms an intention to modify this Lease.
23. **SUCCESSORS:** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
24. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Lease or any other portion thereof.
25. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
26. **CONSENT:** Whenever consent or approval of either party is required, that party shall not unreasonably withhold, condition, or delay such consent or approval.
27. **LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of California.
28. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in Butte County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be in Butte County Superior Court or in the United States District Court, Eastern District of California. If any action or claim concerning this Lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Butte County Superior Court or the United States District Court, Eastern District of California.
29. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against CITY, including such costs and attorneys' fees payable under Paragraph 13, HOLD HARMLESS, and Paragraph 36, PUBLIC RECORDS DISCLOSURE.

- 30. CAPTIONS, TABLE OF CONTENTS, AND COVER PAGE:** The paragraph captions, table of contents, and the cover page of this Lease shall have no effect on its interpretations.
- 31. SURVIVAL:** Only the obligations of the parties which, by their nature, continue beyond the term of this Lease, will survive the termination of this Lease.
- 32. TERMINATION AND OWNERSHIP OF INSTALLED PROPERTY:** LESSEE may terminate this Agreement, with sixty (60) days notice to CITY, should any entity, public agency or utility requirements make the construction or operation of this project reasonably infeasible for economic reasons, including the obtaining of financing. At all times while this Agreement is in effect, LESSEE shall own all property and equipment constructed and/or installed by LESSEE. Upon termination, LESSEE shall have the right to remove all electronic equipment and signage from the property. Prior to any equipment removal, LESSEE shall give the right of first refusal to CITY to purchase the equipment to be removed by LESSEE pursuant to this paragraph. If CITY does not exercise this right of first refusal, LESSEE may remove electronic equipment and signage that do not affect the structural integrity of the sign. In the event of termination or expiration of the Lease, all improvements, electronics, signage, and other installed items which are not removed by LESSEE shall be deemed real property for purposes of this Agreement and shall become the property of CITY.
- 33. FORMER CITY OFFICIALS:** LESSEE agrees to provide or has already provided information on former CITY administrative officials (as defined below) who are employed by or represent LESSEE. The information provided includes a list of former CITY administrative officials who terminated CITY employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "CITY administrative official" is defined as a member of the City Council or such officer's staff, CITY Administrative Officer or member of such officer's staff, CITY department or group head, assistant department or group head, or any employee in the Exempt Group, or Management Unit.
- 34. BROKER'S COMMISSIONS:** LESSEE is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Lease.
- 35. ESTOPPEL CERTIFICATES:** Each party within thirty (30) days after notice from the other party shall execute and deliver to other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there

are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver the certificate within thirty (30) days shall be conclusive upon the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, and that there are no uncured defaults on the part of the party requesting the certificate.

- 36. PUBLIC RECORDS DISCLOSURE:** All information received by CITY from LESSEE or any source concerning this Lease, including the Lease itself, may be treated by CITY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 *et seq.* (the "Public Records Act"). LESSEE understands that although all materials received by CITY in connection with this Lease are intended for the exclusive use of CITY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LESSEE has reasonably requested CITY to hold in confidence is made to CITY, CITY shall notify LESSEE of the request and shall thereafter disclose the requested information unless LESSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides CITY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold CITY harmless in any/all actions brought to require disclosure. LESSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event CITY fails to notify LESSEE of any such disclosure request and/or releases any information concerning the contract received from LESSEE or any other source.
- 37. MATERIAL MISREPRESENTATION:** If during the course of the administration of this Lease, CITY determines that LESSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to CITY, this Lease may be immediately terminated. If this Lease is terminated according to this provision, LESSEE is entitled to pursue any available legal remedies.
- 38. INTERPRETATIONS:** As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.
- 39. AUTHORIZED SIGNATORS:** Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.

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

CITY OF OROVILLE

STOTT OUTDOOR ADVERTISING

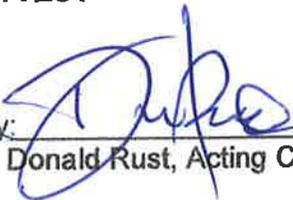
By: 
Linda L. Dahlmeier, Mayor

By: 
Jim Moravec, General Partner

APPROVED AS TO FORM

ATTEST

By: 
Scott E. Huber, City Attorney

By: 
Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: CALRECYCLE TIRE-DERIVED PRODUCT GRANT PROGRAM FY 2014-2015

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider giving staff direction regarding the CalRecycle Tire-Derived Product Grant Program, due to expire on April 1, 2017.

BACKGROUND

On December 16, 2014, the City Council ratified the submission of a Tire-Derived Product Grant application to CalRecycle in the amount of \$36,000, which was subsequently amended on January 6, 2015, to purchase and install cover for the playground areas under and around the playground equipment in Hewitt Park and Rotary Park with 9-12 inches of tire-derived rubber mulch. The City was awarded and Council accepted the 2014/2015 Tire Derived Product Grant from CalRecycle in the amount of \$35,932 on September 15, 2015. Parks & Trees personnel were scheduled to install the mulch with the City's Building Official, who is a Certified Playground Safety Inspector, performing the required inspections as required by CalRecycle. The grant term is for two years and the project must be completed and the final request for reimbursement made to CalRecycle no later than April 1, 2017. This is a reimbursable grant which requires the City fund and complete the project and then apply for reimbursement from CalRecycle, with the successful completion of the project resulting in no impact to the General Fund outside of staff labor for installation and inspection.

DISCUSSION

In November of 2015 the City purchased \$35,897.00 worth of tire-derived product. The product was delivered to the City's corporation yard in 52 super sacks (1,950lbs per sack) for a total of 50.7 tons of product. The vendor was NSP3 out of Redding, CA. Due to the Council's concerns regarding the safety of the product, and the currently inconclusive research surrounding the product's potential impacts to human health, the installation of the product at Hewitt Park and Rotary Park has been put on hold until further direction from the Council.

FISCAL IMPACT

This is a reimbursable grant which requires the City fund and complete the project and then apply for reimbursement from CalRecycle, with the successful completion of the project resulting in no impact to the General Fund outside of staff labor for installation and inspection.

If not installed, the \$35,897.00 expenditure will not be reimbursed. The \$35,897.00 was paid from the Recycling Fund (119-6050-1995 TDR).

113-6430-5051

RECOMMENDATION

Provide direction, as necessary.

ATTACHMENT

A – Product Information



International Mulch Company

Product Specification for NuPlay Nuggets

Name:	NuPlay Nugget
Description:	100% nugget; average size piece is ½" to 1" in length.
Testing:	ASTM 1292, ASTM 1951
Warranty:	10 year warranty against complete color loss
Manufacture:	International Mulch Company 182 Northwest Industrial Court Bridgeton, MO 63044
Colors Available:	Earthtone, Redwood, Black, Forest Green, Caribbean Blue
Composition:	100% recycled rubber, Colorant

IPEMA Certificate of Compliance



To verify product certification, visit www.ipema.org

ISSUE DATE: 1/14/13 -

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1292-09, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1292-09.

MANUFACTURER

International Mulch Company
1 Mulch Lane
Bridgeton, MO 63044

PRODUCT NBR

Nuplay

PRODUCT LINE

NuPlay

DESCRIPTION

Loose Fill Rubber Nuggets

6"/17'

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>



America

MATERIAL SAFETY DATA SHEET

7/24/01 AS OF 7/24/01

INTERNATIONAL MULCH COMPANY
EMERGENCY TELEPHONE: (314) 336-1030

1 MULCH LANE

Page 1
ST. LOUIS, MO 63044
EVENINGS/WEEKENDS: (314) 336-1030

SECTION 1: IDENTIFICATION OF PRODUCT

PRODUCT NAME: RUBBERIZED NUPLAY NUGGETS
LAST REV. DATE: 7/24/01

SECTION 2: HAZARDOUS INGREDIENTS

INGREDIENT	CAS#	%WEIGHT	OSHA PEL	(ACGIHTLY)
VULCANIZED RUBBER COMPOUND		-98%	N/A	N/A
PERSONAL PROTECTION:	HMIS			
QUARTZ	14808-60-7	.0002-.002%	10	0.1 (RESP)
CALCIUM CARBONATE	471-34-1	.02-.06%	15	10

N/A = Not Available ND = No Data

SECTION 3: PHYSICAL DATA

BOILING RANGE: N/A
EVAPORATION RATE: N/A
WEIGHT PER GALLON:
VAPOR DENSITY: N/A
VOLATILE BY WEIGHT: None
VOLATILE BY VOLUME: None
SPECIFIC GRAVITY: 0.95 to 1.40
VOC: None
PHOTOCHEMICAL REACTIVITY:
APPEARANCE: Shredded rubber
ODOR: Slight smell of vulcanized rubber
SOLUBILITY IN WATER: Insoluble

SECTION 4: FIRE AND EXPLOSION HAZARD DATA

FLAMMABILITY CLASSIFICATION

OSHA:

FLASH POINT: Ignition temperature of dust cloud (approx. 320°C (608°F))
LOWER EXPLOSIVE LIMIT (LEL): 0.25 oz/cu. ft.
UPPER EXPLOSIVE LIMIT (UEL): N/A
EXTINGUISHING MEDIA: Water, foam, dry powder (do not use high pressure water)

MATERIAL SAFETY DATA SHEET

7/24/01 AS OF 7/24/01

INTERNATIONAL MULCH COMPANY
EMERGENCY TELEPHONE: (314) 336-1030

24009 I.O. Red, I.O. Yellow, Earthtone
1 MULCH LANE

ST. LOUIS, MO 63044
EVENINGS/WEEKENDS: (314) 336-1030

Page 2

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Dust may be explosive if mixed with air in critical proportions and in the presence of an ignition source. The hazard is similar to that of many organic solids.

SPECIAL FIRE-FIGHTING PROCEDURES:

Noxious gases may be formed under fire conditions, wear NIOSH approved self-contained breathing apparatus.

Estimates based on data for 200 mesh synthetic and crude hard rubber dust,
Information contained in the NFPA Fire Protection Handbook

SECTION 5: HEALTH HAZARD DATA

PRIMARY ROUTE(S) OF ENTRY:

Inhalation

SIGNS AND SYMPTOMS OF OVEREXPOSURE:

Itching of skin, irritation of mucous membranes, sneezing and coughing, irritation of eyes

CARCINOGENICITY:

Rubber is not listed as a carcinogen

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY OVEREXPOSURE:

Not known; however, could potentially aggravate allergies due to dust exposure/inhalation

EMERGENCY AND FIRST AID PROCEDURES:

Normal washing of skin with soap and water. Ordinary means of personal hygiene are adequate.

SECTION 6: REACTIVITY DATA

STABILITY:

Yes

CONDITIONS TO AVOID:

Conditions that will cause burning

INCOMPATIBILITY (MATERIALS TO AVOID):

Avoid strong oxidizing agents

HAZARDOUS DECOMPOSITION OR BY PRODUCTS:

Thermal decomposition may produce carbon monoxide, carbon dioxide, zinc oxide fume/dust, sulfur dioxide, liquid and gaseous hydrocarbons

HAZARDOUS POLYMERIZATION:

Will not occur

MATERIAL SAFETY DATA SHEET

7/24/01 AS OF 7/24/01

INTERNATIONAL MULCH COMPANY
EMERGENCY TELEPHONE: (314) 336-1030

24009 I.O. Red, I.O. Yellow, Earthtone
1 MULCH LANE

Page 3
ST. LOUIS, MO 63044
EVENINGS/WEEKENDS: (314) 336-1030

SECTION 7: SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:

Sweep or vacuum into disposal containers

WASTE DISPOSAL METHOD:

Product not defined as hazardous waste. Dispose of in accordance with federal, state and local regulations

SECTION 8: SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION:

Use any dust and mist respirator for up to 10mg/m³

VENTILATION:

Yes

LOCAL EXHAUST:

Yes, if dusty conditions occur

MECHANICAL:

(General) dust collectors and exhaust fan

PROTECTIVE GLOVES:

Recommended

EYE PROTECTION:

Use safety goggles to prevent dust entry

OTHER PROTECTIVE CLOTHING OR EQUIPMENT:

Enough fresh air should flow past the user to prevent exposure to airborne fibers and particles

WORK/HYGIENE PRACTICES:

Good personal hygiene, frequent washing with soap and water of exposed areas, remove and clean soiled clothing

SECTION 9: SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKE IN HANDLING AND STORAGE:

Do not store near flame or ignition source. Do not store hot material in tube or containers where spontaneous combustion could occur.

OTHER PRECAUTIONS:

If material burns, oil will be released. These must be disposed of in accordance with federal, state, and local regulations.

MATERIAL SAFETY DATA SHEET

7/24/01 AS OF 7/24/01

INTERNATIONAL MULCH COMPANY

EMERGENCY TELEPHONE: (314) 336-1030

24009 I.O. Red, I.O. Yellow, Earthtone

1 MULCH LANE

Page 4
ST. LOUIS, MO 63044

EVENINGS/WEEKENDS: (314) 336-1030

SECTION 10: REGULATORY INFORMATION

TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:	Ingredients are on the TSCA list.
SARA SECTION 312 HAZARD CATEGORIES:	N/A
SARA SECTION 313 STATUS:	N/A
D.O.T. HAZARD CLASS:	N/A

The information contained herein is based on data available to us and is believed to be correct. However, International Mulch Company makes no warranty, express or implied. Consult International Mulch Company for further information.



TESTING SERVICES, INC.
 817 SHOWALTER AVE. • P.O. BOX 2041
 DALTON, GEORGIA 30722-2041
 PHONE: (706) 226-1400 • FAX: (706) 226-6118

TEST REPORT

CLIENT:	International Mulch Company	REPORT NUMBER:	59055
	182 NW Industrial Court	LAB TEST NUMBER:	2563-7588-01
	Bridgeton, MO 63044-1276	DATE:	September 30, 2013
		PAGE:	1 of 1

Test Material	NuPlay Earthtone
---------------	------------------

Discussion: Testing Services Inc was instructed by the client to determine the presence of lead and phthalates present in surface coatings.

Test Method: (1) 16 CFR 1303/CPSIA Title 1 Section 101: Lead in Surface Coatings*
 (2) Phthalates*

Procedure: (1) Lead Content
 Analysis of the colored mulch was performed by Inductively Coupled Plasma Spectroscopy in accordance with 16CFR 1303.
 (2) Phthalates Content
 Analysis of the colored mulch was performed by Gas Chromatography Mass Spectrometry (GCMS)

Test Data: (1) Lead Content

Soluble Lead	Requirement	Comment
< 0.1 ppm	< 600 ppm	Complies

(2) Phthalates Content

Phthalate	Content	Requirement
Bis (2-ethylhexyl)	< 0.025 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Butyl Benzyl	< 0.025 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Di Isodecyl	< 0.050 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Di Isononyl	< 0.050 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Diethyl	< 0.025 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Dimethyl	< 0.025 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Di-n-Butyl	< 0.025 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Di-n-hexyl	< 0.025 %	ASTM F963 < 3.0%, < 0.1% All Other Articles
Di-n-Octyl	< 0.025 %	ASTM F963 < 3.0%, < 0.1% All Other Articles

Comment: Did not exceed limit for:
 ASTM F963-07 (DEHP), < 3 %
 Canada (DEHP & DINP), <0.1 %
 California AB 1108 (DBP, BBP, DEHP, DINP, DnOP, DIDP) <0.1 %
 Proposition 65 Alameda Superior Court Case BG07350969 (DBP, DEHP, BBP, DIDP, DnHP) <0.1 %
 CPSIA (DBP, BBP, DEHP, DnOP, DINP, DIDP for mouthable toys or childcare articles <0.1 %

Note: Tests identified with an asterisk (*) have been subcontracted. The participating laboratory has their accreditations on file and are available upon request.

Approved By:

Erle Miles, Jr VP
 Testing Services, Inc



TESTING SERVICES, INC.
 817 SHOWALTER AVE. • PO BOX 2007
 DALTON, GEORGIA 30721-2007
 PHONE: (706) 226-1430 • FAX: (706) 226-0718

TEST REPORT

CLIENT: International Mulch Company TEST REPORT: 27309
 3585 Tree Court Industrial Blvd
 St Louis MO 63122 LAB NUMBER: 1512-8776
 DATE: May 18, 2004

INTRODUCTION: Mr. Tim Miller, representing the client, submitted *Cypress Chunks*, for testing to ASTM F1951. The *Cypress Chunks* were installed by TSI in a wooden box (44" W x 117" L x 6" Thick).

TEST METHOD: ASTM F 1951-99, *Standard Specification for Determination of Accessibility of Surface Under and Around Playground Equipment*

REQUIREMENT: A surface in place shall have average work per foot (work per meter) values for straight propulsion and for turning less than the average work per foot (work per meter) values for straight propulsion and for turning, respectively, on a hard, smooth surface with a grade of 1:14 (7.1 %).

PROCEDURE: Sample Surface Preparation: Tests were conducted on 5/17/04 indoors at 78F and 85% R.H.

Wheelchair/Operator: The wheelchair used in these tests was manufactured by *Invcare*, model *Action Xtra*, serial Number 98J84142. This wheelchair is totally adjustable, a necessity for these tests. The pneumatic tires were inflated to 60 psi on the rear and 32 psi on the front. The weight of the wheelchair was 32 pounds and the operator's weight was 166 pounds for a total of 198 pounds. His weight distribution was adjusted to 60% on the rear wheels and 40% on the front.

Torque Measuring System: A certified *Dillon Electronic Force Gauge*, Model BFG 500N, S/N 98-2277-07 was used as an interface between a *Micron Laptop* and a certified *Dillon Smart Torque Wrench*, S/N 97-0085-01. Software, also from Dillon, logged the load vs. time and integrated the area under the resulting curve. The adapters and accessories needed to attach the instrumentation were fabricated locally.

TEST RESULTS:

Baseline Straight Propulsion	16.04 lbs. Average Work/ft (Force)	A
IMC System Straight Propulsion	15.96 lbs. Average Work/ft (Force)	B
Baseline Turning Propulsion	10.52 lbs. Average Work/ft (Force)	C
IMC System Turning Propulsion	9.59 lbs. Average Work/ft (Force)	D

CONCLUSION: The system met or exceeded the requirements.

Testing Services Inc

Erle Miles Sr.
 Erle Miles, President

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. THE REPORTS AND LETTERS, AND OUR NAME, OUR SEALS, OR OUR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

INTERNATIONAL MULCH COMPANY
NuPlay® LIMITED WARRANTY

The product listed is intended solely for the purposes described in our catalog, promotional material, on our web site, on the applicable product label, or on any other documentation accompanying such Product.

International Mulch company ("*International Mulch*") warrants to the direct purchaser of NuPlay (the "*Product*") that the Product shall conform to the applicable specifications for such Product contained on the label, our website (www.rubberificmulch.com) or any other documentation accompanying the Product, whichever is most current, and warrants that the Product will resist decolorization due to fading over 100% of the surface for a period of ten (10) years from the date of purchase by the original purchaser (first person or entity) ("*Purchaser*"). This limited warranty is non-transferable and shall apply only to Purchaser that purchased a new Product for personal or business use and not for the purpose of distribution or resale.

Within a reasonable period of time after receipt of a timely notification of eligible warranty claim, International Mulch will, at its option, either replace Product determined to be non-conforming or issue a purchase price credit for such non-conforming Product (on a pro-rated basis). Any replacement or purchase price credit for non-conforming Product is subject to International Mulch's prior examination of the nonconforming Product and its written approval, and is limited by the exclusions set forth below. Any replacement furnished by International Mulch in fulfillment of this limited warranty are warranted only for the unexpired portion of the original warranty. Any replacement product shall carry the same limited warranty as set forth herein from the date it is provided by International Mulch. A color variance may occur between replacement product as a result of normal weathering of the original product and is not considered a material defect.

WHAT IS NOT COVERED BY THIS WARRANTY

International Mulch does not warrant any Product damaged by (a) any misuse, tampering or abuse by Purchaser or any third party; (b) exposure to or application of chemical compounds, including, but not limited to cleaning solvents or landscaping / weed treatment compounds; (c) exposure to abnormal weather conditions; (d) other alterations, improper installation or treatment; or other use contrary to the label or to any instructions provided by International Mulch or normal use restrictions applicable to Product of this type; (e) accident or the negligence of Purchaser or any third party or by disasters such as fire, flood, wind and lightning; (f) shipment; or (g) release at the request of Purchaser prior to an inspection and approval of such Product by International Mulch's quality assurance. International Mulch will not, under any circumstances, be responsible for installation or other similar activities necessary to complete any replacement. It will be the consumer's responsibility to complete all installation or other activities necessary to complete any replacement.

ELIGIBILITY FOR WARRANTY COVERAGE

If Purchaser discovers that the Product does not conform to the applicable specifications within the limited warranty period, Purchaser must promptly notify International Mulch in writing within thirty (30) days of discovery of such defects. Any notification must include proof of purchase, as set forth below. International Mulch will investigate any warranty claims, determine the appropriate course of action as set forth herein and notify Purchaser in writing of such determination. Rights under this warranty shall not be available unless International Mulch receives such written notification of non-compliance from Purchaser within such ten (10) year limited warranty period. Product (nuplay) carries a 50 year impact attenuation warranty with proper maintenance.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH ABOVE, INTERNATIONAL MULCH MAKES NO WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PRODUCT AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST CLAIMS BY ANY THIRD PARTY BY WAY OF INFRINGEMENT, PROPERTY DAMAGE, OR PERSONAL INJURY. BY ACCEPTANCE OF DELIVERY OF THE PRODUCT, THE PURCHASER AFFIRMS THAT IT HAS RELIED ON ITS SKILL AND JUDGMENT IN SELECTING THE PRODUCT AND DETERMINING THEIR SUITABILITY FOR ITS NEEDS.

NO DISTRIBUTOR, SALESPERSON, DEALER, RETAILER OR OTHER REPRESENTATIVE OF INTERNATIONAL MULCH HAS THE AUTHORITY TO MAKE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THESE WARRANTIES EITHER ORALLY OR IN WRITING.

LIMITATION OF REMEDIES

IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL INTERNATIONAL MULCH BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY OF THE PRODUCT OR THEIR USE OR OPERATION, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT OR OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL LIABILITY OF INTERNATIONAL MULCH EXCEED THE TOTAL AMOUNT PAID BY ANY PURCHASER FOR THE PRODUCT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

PROOF OF PURCHASE

International Mulch may require proof of the date of purchase of any Product, so you should retain your sales slip, invoice, purchase order or other evidence indicating date of purchase.

STATE LAW AND OTHER JURISDICTION RIGHTS

Some states and other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

GOVERNING LAW

These limited warranties and performance of International Mulch's obligations shall be governed by the laws of the State of Missouri, without reference to conflicts of law provisions. Purchaser submits to the jurisdiction of and agrees that any lawsuit relating to any matter arising under this limited warranty initiated by or on behalf of Purchaser shall be initiated in a state or federal court in the County of St. Louis, State of Missouri, United States of America. If Purchaser is located outside the United States, the provisions of the United Nations Convention for the International Sale of Goods shall be expressly excluded from the terms of sale.

MISCELLANEOUS

The information contained herein is accurate to the best of International Mulch's knowledge, but is not guaranteed and is subject to change without notice. International Mulch reserves the right to make changes to specifications and descriptions of the Product at any time. For additional and up-to-date information, Purchasers and prospective purchasers are urged to visit International Mulch's website, www.internationalmulch.com. International Mulch hereby rejects any terms or conditions submitted by a Purchaser which are in conflict with or enlarge the terms of this Limited Warranty, whether or not International Mulch actually notifies Purchaser of such rejection or objection.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: BOB MARCINIAK, PROGRAM SPECIALIST
DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PROPOSED ACQUISITION OF THE PIONEER HISTORY
MUSEUM**

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider providing staff with direction regarding a request from the Native Sons of the Golden West to acquire the Pioneer History Museum.

DISCUSSION

Staff is seeking direction regarding a request from the Native Sons of the Golden West (NSGW) to acquire the Pioneer History Museum. From 1932 until 1998 the museum was owned by the Butte County Pioneer Memorial Association (BCPMA) and was staffed by the Native Sons & Native Daughters of the Golden West. In 1998, the BCPMA offered the museum, its artifacts, the property it is situated on and \$100,000 to be used for operating expenses for the first two and one half years, to the City of Oroville. On December 15, 1998, the City officially accepted the museum, its artifacts, the property and the \$100,000 as well as the Covenants and Conditions set forth by BCPMA. On February 25, 1999, the City officially became the owner of the Pioneer Relics House and renamed it the Pioneer Memorial Museum.

The Parks & Trees Department developed a plan and budget to operate the museum including a part-time employee. The \$100,000 was placed in a restricted account for the museum with interest only used to partially off-set the City's expenses. Over the next several years the museum was open on a daily basis and some improvements were made. When the paid employee left the City, the operation of the museum became the responsibility of the Oroville Docents.

The museum currently is staffed by volunteer docents and is only open on Friday, Saturday and Sunday, from Noon to 4:00 P.M. The building is in need of refurbishing including an elevator, or chair lift, to the lower level as well as ADA restroom and access ramp improvements at the front door.

In discussions with representatives of the NSGW, they have indicated that they have the funds to make the needed improvements as well as expanding the museum, increasing the operating hours to the public, and ultimately providing space for special use venues.

FISCAL IMPACT

None at this time

RECOMMENDATION

Provide direction, as necessary.

ATTACHMENT

- A – Chronology of events related to the museum
- B – September 11, 1998 letter from Butte County Pioneer Memorial Association
- C – November 23, 1998 Staff Report regarding assuming ownership
- D – Covenants and Conditions
- E – December 15, 1998 Staff Report regarding ownership & operation of the Butte County Pioneer Memorial Museum with miscellaneous attachments



**Butte County Pioneer Memorial Association
Chronology of events**

<u>Date</u>	<u>Comment</u>
5/12/1932	After several years of formation & construction the museum is opened & dedicated as " The Pioneer Relics House " with an agreement (no copy) with the Native Sons and Daughters of the Golden West, Oroville Parlor to operate the museum
3/6/1950	Frank Boyle representing the Native Sons & Native Daughters advises the City Council that they had purchased ground east of the " Relic Building " on Montgomery Street for future development
9/11/1998	Betty Davis representing the Butte County Pioneer Memorial Association sends letter to the Mayor & City Council requesting consideration to gift the BCPM to the City with various covenants & conditions
11/12/1998	Nancy Price , Facilities Curator review of conditions requested by BCPMA/all ok except #8 (allowing displays/artifacts to disintegrate)
11/12/1998	Lani Fridrich , Park Commissioner re November 4, 1998 tour & concern about creating an inventory & appraisals of artifacts
11/13/1998	Jim Carpenter , Director of Parks & Trees letter to Ms. Betty Davis re review of the covenants & conditions & rotating displays
11/23/1998	Jim Carpenter , Director of Parks & Trees re assuming ownership & operation of the BCPM
12/15/1998	Jim Carpenter , Director of Parks & Trees Staff Report re assuming ownership & operation of the BCPM, proposed budget & funding 50% through RDA funds
12/12/1998	Nancy Price , Facilities Curator re recommendations to assume BCPM
12/15/1998	Minutes from City Council Meeting to accept BCPM, \$100,000 for operating expenses & agreed upon Covenants & Conditions
2/16/1999	Jim Carpenter, Director of Parks & Trees Staff Report for "Funding the Pioneer Museum"
2/16/1999	Resolution #5410 accepting a Grant Deed from the Butte County Pioneer Memorial Association, Inc.
2/24/1999	Grant Deed filed on behalf of BCPM in favor of the City of Oroville transferring title of building, vacant lot with Covenants &

Conditions

- 2/25/1999 **City of Oroville** assumes ownership & full responsibility of operating the BCPM and later begins referring to it as The Pioneer Museum
- 8/4/1999 **BCPM** files statement with State of California re Nonprofit Corporation/annual update
- 10/6/1999 **BCPM** files statement with State of California closing the BCPM Nonprofit Corporation
- 2/25/1999 **City of Oroville** assumes ownership & full responsibility of operating the BCPM and later begins referring to it as The Pioneer Museum
- 1999 (?) budget Pioneer Museum Fund/fund # 380/Department 7400 in 2016-17 Adopted Budget \$101,047 with the following statement, "This fund is restricted. Funds transferred here in 1999 from the Butte County Pioneer Memorial Association from a trust account. The City can appropriate interest only is noted on the Finance Department accounting ledger, however the Staff Report & Covenants and Conditions state the money was to be used for the first 2 1/2 years operating expenses.
- 8/22/2016 Notification from CA Secretary of State re records search no information prior to 1999.

RECEIVED
SEP 14 1998
CITY OF OROVILLE
CITY CLERK

BUTTE COUNTY PIONEER MEMORIAL ASSOCIATION

AN ORGANIZATION FORMED AND SPONSORED BY THE MEMBERS OF
ARGONAUT PARLOR NO. 8, AND GOLD OF OPHIR PARLOR NO. 150,
NATIVE SONS AND DAUGHTERS OF THE GOLDEN WEST, TO PERPETUATE
THE TRADITIONS OF THE EARLY PIONEERS OF CALIFORNIA AND PRESERVE
RELICS, SCENES AND MEMORIES OF BUTTE COUNTY'S HISTORIC PAST



INCORPORATED MARCH 24, 1930

September 11, 1998

P. O. Box 1743
OROVILLE, CALIFORNIA, 95965

Honorable Mayor and Oroville City Council:

We respectfully request the Butte County Pioneer Memorial Museum be placed on the agenda of your next regular meeting, or as soon as possible, to consider acceptance of the Museum as a gift to the City.

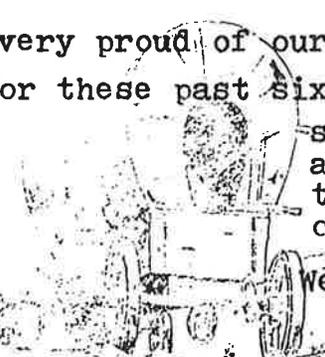
The City of Oroville is doing outstanding work in preserving, caring for, and creating continuous enthusiasm for the Lott Home - Sank Park and the Chinese Temple. The Pioneer Museum will add to Oroville's treasure chest of history. This fine old structure is from 1932 and began at 600 sq. ft. and grew to 6,000 sq. ft of wall-to-wall artifacts of Butte County, with seventy percent, or more, from the Oroville area. It has been acclaimed the finest historical museum in the State north of Sacramento.

In addition to the Museum and it's magnificent array of local history, our gift will include the lot located between the Museum and the Veteran's Memorial Hall. (See plat map included.) This could possibly provide off-street parking, another building site, or addition to the present one, or various other uses. Lastly, we will provide the balance of our bank accounts after all necessary expenditures are paid, which should amount to approximately \$100,000.00. We will make certain covenants and stipulations which we consider reasonable and proper. The structure is in reasonably good repair. Any and all information we have will be willingly provided. We have no liens, no over-due bills. We have the consent of the membership to make this formal gift offer to the City of Oroville.

We are very proud of our Museum project which we have cared for these past sixty six years. But our membership has dwindled and we are anxious to keep this historic treasure chest in capable, caring hands.

We anxiously await your response.

Very truly yours,


BUTTE COUNTY PIONEER MEMORIAL MUSEUM BRD. DIR.
By, Secretary, Betty [Signature]
Enc: Plat Map

CCA13-2

CCA13-3



CITY OF OROVILLE
PARK COMMISSION

TO: Park Commission
FROM: Jim Carpenter, Director of Parks and Trees
SUBJECT: Assuming Ownership and Operation of the Butte County Pioneer Museum
DATE: November 23, 1998

As directed the Facilities Committee met with Mrs. Betty Davis, Curator of the Butte County Pioneer Museum on November 4, 1998, to tour the facility. Also present were Nancy Price and myself.

At the out set of the meeting Mrs. Davis presented a copy of covenants and conditions which are asked to be adhered to if the City were to assume ownership of the Museum. Upon through review of the document following the meeting it was found that item no. eight (8) was in conflict with discussions held during the meeting.

On November 13, 1998 I wrote Mrs. Davis and outlined my concerns pertaining to item eight (8), copy of letter attached. On November 16, 1998 Mrs. Davis presented me with a revised copy of the covenants and conditions, which eliminates item, no. eight (8).

Attached is a list out lining projects which need to be as soon as possible to stabilize and preserve the artifacts on display. The list is extensive and will entail expending a great deal of time by Nancy Price, the docents and crew members.

Structural items that need immediate attention are:

1. Priming and painting the facer boards on the eves.
2. Construct a porch roof over the basement entrance, exit to stop rain from filling the stairwell and flooding the basement.
3. Construct a handrail for the stairway to the basement which meets the building code.
4. Re-construct the photograph display cases.
5. Install new light fixtures in the office.
6. Build a concrete pad at the location of the exterior electrical panel boxes so when service is required it can be accomplished in a safe manner.
7. Remove the piles of sand and rock which were placed by the basement door to detour flooding.

To maintain and operate the Pioneer Museum at the same standard as the Lott Home and Chinese Temple will require addition resources.

10-1

CCA13-4



THE BUTTE COUNTY PIONEER MEMORIAL MUSEUM... COVENANTS AND CONDITIONS

- 1) THE TOTAL MONEY RECEIVED BY THE CITY OF ORVILLE FROM THE BUTTE COUNTY PIONEER MUSEUM ASSOCIATION IS TO BE USED SOLELY FOR THE PIONEER MUSEUM FOR ITS MAINTENANCE, UP_KEEP, ENHANCEMENT. THE MONEY IS NOT TO BE INTERMINGLED WITH OTHER FUNDS, OR PROJECTS OF THE CITY IN ANY WAY. THE FUNDS ARE NOT TO BE "SHORT TERM LOANED" TO ANY OTHER CITY PROJECT.
- 2) THE ORIGINAL ROCKWORK INSIDE AND OUTSIDE IS TO BE RE-TAINED AND MAINTAINED.
- 3) THE FRONT DOORS ARE TO REMAIN IN PLACE, OR ON DISPLAY, THROUGHOUT THEIR EXISTENCE.
- 4) THE PIONEER ROSTER AND THE WELL WISHERS ROSTER LOCATED INSIDE, ARE TO REMAIN IN PLACE.
- 5) THE FOLLOWING ITEMS OUTSIDE ARE TO REMAIN:
 - A. THE 50YEAR ANNIVERSARY PLAQUE
 - B. THE STEPS LEADING INTO THE MUSEUM
 - C. THE TWO PLAQUES IMBEDDED IN THE STEPS
 - D. THE FLAG POLE
 - E. THE FRONT LOADER FROM THE BANNER MINE
- 6) THE "MEMORY BOOK" IS TO BE KEPT, AND CONTINUED, AND BE AVAILABIE FOR REVIEW BY VISITORS. IT IS TO BE ADDED TO, BY ANYONE DESIRING A SPECIAL "NAME" BE PLACED THERE WHETHER ALIVE OR DECEASED, WITH THE DONATION OF \$1.00 OR MORE.
- 7) ALL DISPLAY ITEMS HAVE BEEN ACCEPTED FOR THEIR LIFETIME, WITHOUT ANY PAYMENT TO DONOR. THEY WILL NOT BE RETURNED TO DONOR, OR TO THE FAMILY, NOR ARE THEY ACCEPTED ON LOAN.
- 8) ALL DISPLAYS PRESENTLY SHOWN ARE TO REMAIN FOR VIEWING UNTIL OR UNLESS THEY DISINTEGRATE OR IN SOMEOTHER WAY BECOME DESTROYED BY NATURAL HAPPENING
9. THE MUSEUM IS TO BE KEPT OPEN FOR THE GENERAL PUBLIC AND SPECIAL GROUP TOURS ON TIMES AND DAYS AS DETERMINED BY THE CITY OF OROVILLE.

13/1/98 Ed & Sandy
13/1/98 Betty & Russ
Roland & Sandy
1/14/98 Eden J. Brown 11/14/98
Patricia A. Foster 11/15/98

Agreement to eliminate #8



TO: MAYOR AND COUNCIL MEMBERS

FROM: JIM P. CARPENTER, DIRECTOR OF PARKS AND TREES

RE: ASSUMING THE OWNERSHIP AND OPERATION OF THE BUTTE COUNTY PIONEER MUSEUM

DATE: DECEMBER 15, 1998

SUMMARY

The Council will consider a proposal from the Butte County Pioneer Memorial Association for the City to assume ownership and operations of the Butte County Pioneer Museum.

BACKGROUND

On October 6, 1998, the Council considered a letter dated September 11, 1998, from Betty Davis, Secretary of the Butte County Pioneer Memorial Association expressing their desire to gift the Pioneer Museum to the City of Oroville. Upon recommendation from the City Administrator and The Director of Parks and Trees the issue was referred to the Park Commission for a recommendation.

DISCUSSION

At their meeting held on October 26, 1998, the Park Commission directed that the Facilities Committee, Commissioner Fridrich and Mahlum meet with Betty Davis at the Pioneer Museum and report back to the Commission with the Committees findings. The results of the meeting are detailed in the attached memo to the Park Commission from the Director of Parks and Trees dated November 23, 1998. Also attached is a proposed budget for a years operation of the facility. Sixty seven (67%) percent of the budget is related to personnel.

Account 5120 speaks to the proposal of an addition full time Park Maintenance Technician to be assigned to the facility for fifty(50%) percent of his/her work time which would be in the Fall, Winter and early spring months. The other fifty (50%) percent of his/her work will be assigned to the maintenance of Highway 70 landscaping of which we assumed maintenance for on October 27, 1998. The remaining fifty (50%) percent of the \$44,000.00 for the Park Maintenance Technician would be funded through the RDA from which there is now a budget established but would have to be adjusted.

Account 5150 relates to the need to expand the hours by thirty- three and a third (33 1/3%) percent for Nancy Price, Facilities Curator. Nancy now works nineteen hours per

week as a part-time employee. We would expand her hours to thirty (30) hours per week. Mrs. Price now receives retirement benefits. Consideration has been given to establishing a contractual arrangement so as not to interfere with her retirement.

The remaining portion of the budget is maintenance and operation.

On November 23, 1998 the Park Commission meet and reviewed the proposal along with Staff input. The Facilities Committee submitted a recommendation to the Commission to recommended to the Council that they accept the offer of the Pioneer Museum as a gift and establish the submitted budget for its maintenance and up keep. The Commission voted to approve the recommendation.

FISCAL IMPACT

Within the proposal from the Butte County Pioneer Memorial association there is approximately \$100,000.00 to be given to the City if you are to accept the Museum. This money will fund the proposed budget for operations for two and one half (2 1/2) years. An unknown addition amount of income will be derived from donations and admissions.

The RDA Budget will require adjusting upward from \$9,000.00 for a temporary employee to \$22,000.00 for fifty percent of a full time employee.

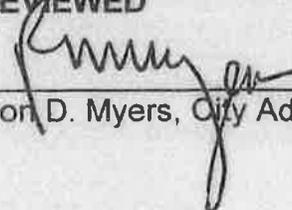
RECOMMENDATION

Accept the gift of the Pioneer Museum and the approximately \$100,000.00 from the Butte County Pioneer memorial Association to the City of Oroville and agree to the covenants and conditions as presented as Exhibit "A"

ATTACHMENT(S)

- BCPMA - Letter dated September 11, 1998
- Memo to Park Commission dated November 23, 1998
- Proposed budget for Pioneer Museum
- Memo from Nancy Price date November 12, 1998
- Proposed work list for Pioneer Museum,
- Letter to Betty Davis dated November 13, 1998
- Covenants and Conditions
- Letter from Commissioner Fridrich dated November 12, 1998

REVIEWED



Ron D. Myers, City Administrator

CCA13-2

PROPOSED BUDGET
FOR
BUTTE COUNTY PIONEER MUSEUM

5120	FULL TIME SALARY - 50% OF A PARK MAINTENANCE EMPLOYEE	\$22,000.00
5150	PART TIME SALARY - 10 HOURS PER WEEK FOR CULTURAL FACILITIES COORDINATOR (CURATOR)	\$ 6,000.00
6000	OFFICE SUPPLIES - SUPPLIES TO MAINTAIN AN OFFICE AT THE FACILITY	\$ 400.00
6050	SPECIAL DEPARTMENTAL SUPPLIES - TICKETS - BROCHURES - MATERIALS TO CLEAN, MAINTAIN AND STABILIZE DISPLAYS	\$ 2,000.00
7000	ALARM SERVICES - BURGLAR ALARM SYSTEM	\$ 1,100.00
7200	UTILITIES - PG&E, CALIFORNIA WATER SERVICE, ETC.	\$ 8,000.00
7250	TELEPHONE SERVICE	\$ 500.00
7510	BUILDING MAINTENANCE - MATERIALS TO ACCOMPLISH STRUCTURAL REPAIRS AS OUTLINED	\$ 1,500.00
	TOTAL	\$41,500.00

Nancy Price now works nineteen (19) hours per week as a part-time employee. For her to over see the projects for the displays her work week will have to be increased to no less than thirty (30) hours per week.

By extending Nancy's hours beyond nineteen (19) hours per week she becomes a benefitted employee. She would receive all benefits afforded a full time employee. Nancy has indicated she does not wish to become a benefitted employee as it may reduce her present benefits from other sources. As such we are investigated her becoming a Contractual Employee. In a contractual capacity her earnings will increase an estimated \$6,000.00 per year.

For the structural maintenance of the building and the lifting and climbing involved with the display renovation, I propose that one additional Parks Maintenance person be added to our crew.

Fifty (50) percent of the additional employees time would be charged against the museum (50%) would be charged against the Highway 70 Landscape Project, of which we assumed maintenance of effective October 27, 1998.

The following is a proposed budget for maintenance and operation of the Pioneer Museum. As I do not have an experience factor to use as a guide I have used portion of the Lott Home and Chinese Temple budgets as references.

WORK TO BE DONE AT PIONEER MUSEUM

1. Take down all photographs
 - a. sort as to subject matter
 - b. take to CSU for copying
 - c. plan display and equipment to be ordered

2. Remove all washable garments, linens, bedding, etc and launder same - mend where needed
 - a. plan for proper display of above

3. Take down quilts and spreads from walls
 - a. air and clean
 - b. spray where necessary
 - c. pack in acid free boxes until ready to rehang

I have listed these jobs first as they are the ones which require TLC as soon as possible.

4. Inventory all museum articles
 - a. determine criteria for acceptance & display
 - b. determine assessment and code to be used
 - c. mark and identify all items

5. Transfer Chinese artifacts to Chinese Temple

6. Exchange Lott Home original pieces for period pieces at Lott Home

7. Thoroughly clean museum
8. Go through stored items which have never been unpacked / now stored in office and basement room
9. Contact Dr. Kieth Johnson as to possible assignment of CSU interns to help at museum

THINGS TO BE DONE BEFORE PIONEER MUSEUM CAN BE REOPENE

1. Decide days and hours to be open
2. Order tickets to be printed
 - a. fee should be same as Lott Home and Temple
3. Have brochures designed and printed
4. Work with Amelia to plan reopening and publicity
5. Recruit and train new docents
 - a. Have Betty Davis take all docents through the museum on thorough tour and briefing
 - b. Encourage all docents to become involved in:
cleaning
marking and identifying
history of artifacts
office work as filing, cardex, phones, etc
gift shop

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: 2017 STATE OF THE CITY ADDRESS AND SAMUEL J. NORRRIS
AWARD FOR EXCELLENCE PRESENTATION VENUE**

DATE: OCTOBER 18, 2016

SUMMARY

The Council may consider venue options for the 2017 State of the City Address and presentation of the Samuel J. Norris Award for Excellence.

DISCUSSION

On April 1, 2016, the Mayor presented the community with a State of the City Address at the Oroville State Theatre. The Address was given at three different times throughout the day: 1:00 p.m., 3:00 p.m. and 5:00 p.m. in collaboration with the Oroville Downtown Business Association's (ODBA) First Friday events.

Staff would like to suggest the same type of venue for the 2017 State of the City Address and presentation of the Samuel J. Norris Award for Excellence, to be held on either Friday, February 3, 2017 or March 3, 2017, in collaboration with the ODBA's First Friday events. As attendance levels varied last year, staff would like to also suggest that the State of the City be presented at 6:00 p.m. to allow for ample attendance. In addition, staff also suggests that the Mayor present the State of the City at a morning event for the business community.

FISCAL IMPACT

None at this time.

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

None

Memo

Date: September 29, 2016
To: Member Agencies
From: Scott Koch
RE: SC-OR Regional Facility Charge Resolution

Enclosed is a copy of Resolution 06-16 which sets the Regional Facility Charge at \$6,638.00 per EDU; there is no change from the previous year. The Board adopted this resolution at their regular meeting on September 28, 2016

ljp

Enclosure

RESOLUTION 06-16

SEWERAGE COMMISSION - OROVILLE REGION

RESOLUTION FIXING THE REGIONAL FACILITY CHARGE IN ACCORDANCE WITH RESOLUTION 6-77

WHEREAS, the Sewerage Commission - Oroville Region (SC-OR) is a Joint Powers Agency (JPA) formed in 1973 and comprised of three member entities: the City of Oroville, Thermalito Water and Sewer District, and Lake Oroville Area Public Utilities District; and operates pursuant to a Joint Powers Agreement executed the 31st day of October 1973 and amended from time to time; and

WHEREAS, the Sewerage Commission - Oroville Region provides wastewater treatment and disposal for the greater Oroville area; and

WHEREAS, the Sewerage Commission - Oroville Region has determined that the Regional Facility Charge (RFC) shall be set annually in accordance with the JPA; and

WHEREAS, CH2M Hill conducted an Upgrade/Expansion Master Planning Project Study, and determined that the projected growth rates, which are based on historical growth rates and amended as needed, along with continued increases in inflow and infiltration (I&I), will require a treatment plant upgrade/expansion for the purpose of higher peak and daily flow capacities; and

WHEREAS, CH2M Hill determined that additional regulatory requirements may be imposed by the State of California upon issuance of SC-OR's NPDES permit renewal, and addresses such impacts in the upgrade/expansion study; and

WHEREAS, the study also addresses the financial needs to meet the costs of the upgrade/expansion in accordance with Exhibits A & B, which are attached hereto and incorporated herein by this reference as set forth in full.

NOW, THEREFORE, BE IT RESOLVED by the Sewerage Commission - Oroville Region as follows:

1. The Regional Facility Charge will to be calculated at \$6,638 per EDU. Accordingly, the rate of the Regional Facility Charge shall be adjusted annually as set forth in Item No. 2 below.
2. The adjustment of the Regional Facility Charge (RFC) shall be made on an annual basis each September, and will become effective the following November of each year. Any adjustment to the RFC shall be based on a review by SC-OR staff and consultants, who will base any changes to the RFC on the issues of growth rates and/or construction cost indexes, the guidelines for which are set forth in Exhibits A & B.

This Resolution supersedes Resolution 07-15.

PASSED AND ADOPTED this 28th day of September 2016 at the regular meeting of the Sewerage Commission - Oroville Region, duly noticed and conducted in the SC-OR offices, by the following vote:

AYES: Commissioners Dahlmeier, Kiely, Hatley

NOES: None

ABSTAIN: None



T.C. Dennis, Chairman

ATTEST:

Scott J. Koch, Clerk

Exhibit A (Resolution 10-08)
Sewerage Commission - Oroville Region
Connections to Sewer System by Agency (EDUs)
Present and Projected through FY 2030

Fiscal Year	City of Oroville			Lake Oroville Area PUD			Thermalito Water and Sewer District			Industrial			Total		
	Number of EDUs ^a	Yearly Change	Percent Change	Number of EDUs ^a	Yearly Change	Percent Change	Number of EDUs ^a	Yearly Change	Percent Change	Number of EDUs	Yearly Change	Percent Change	Number of EDUs	Yearly Change	Percent Change
2009	8,743			5,935			2,682			437			17,797		
2010	8,830	87	1.0%	5,994	59	1.0%	2,709	27	1.0%	437	0	0.0%	17,970	173	1.0%
2011	8,918	88	1.0%	6,054	60	1.0%	2,736	27	1.0%	437	0	0.0%	18,145	175	1.0%
2012	9,007	89	1.0%	6,115	61	1.0%	2,763	27	1.0%	437	0	0.0%	18,322	177	1.0%
2013	9,097	90	1.0%	6,176	61	1.0%	2,791	28	1.0%	437	0	0.0%	18,501	179	1.0%
2014	9,188	91	1.0%	6,238	62	1.0%	2,819	28	1.0%	437	0	0.0%	18,682	181	1.0%
2015	9,280	92	1.0%	6,300	62	1.0%	2,847	28	1.0%	437	0	0.0%	18,864	182	1.0%
2016	9,373	93	1.0%	6,363	63	1.0%	2,875	28	1.0%	437	0	0.0%	19,048	184	1.0%
2017	9,467	94	1.0%	6,427	64	1.0%	2,904	29	1.0%	437	0	0.0%	19,235	187	1.0%
2018	9,562	95	1.0%	6,491	64	1.0%	2,933	29	1.0%	437	0	0.0%	19,423	188	1.0%
2019	9,658	96	1.0%	6,556	65	1.0%	2,962	29	1.0%	437	0	0.0%	19,613	190	1.0%
2020	9,755	97	1.0%	6,622	66	1.0%	2,992	30	1.0%	437	0	0.0%	19,806	193	1.0%
2021	9,853	98	1.0%	6,688	66	1.0%	3,022	30	1.0%	437	0	0.0%	20,000	194	1.0%
2022	9,952	99	1.0%	6,755	67	1.0%	3,052	30	1.0%	437	0	0.0%	20,196	196	1.0%
2023	10,052	100	1.0%	6,823	68	1.0%	3,083	31	1.0%	437	0	0.0%	20,395	199	1.0%
2024	10,153	101	1.0%	6,891	68	1.0%	3,114	31	1.0%	437	0	0.0%	20,595	200	1.0%
2025	10,255	102	1.0%	6,960	69	1.0%	3,145	31	1.0%	437	0	0.0%	20,797	202	1.0%
2026	10,358	103	1.0%	7,030	70	1.0%	3,176	31	1.0%	437	0	0.0%	21,001	204	1.0%
2027	10,462	104	1.0%	7,100	70	1.0%	3,208	32	1.0%	437	0	0.0%	21,207	206	1.0%
2028	10,567	105	1.0%	7,171	71	1.0%	3,240	32	1.0%	437	0	0.0%	21,415	208	1.0%
2029	10,673	106	1.0%	7,243	72	1.0%	3,272	32	1.0%	437	0	0.0%	21,625	210	1.0%
2030	10,780	107	1.0%	7,315	72	1.0%	3,305	33	1.0%	437	0	0.0%	21,837	212	1.0%
2031	10,888	108	1.0%	7,388	73	1.0%	3,338	33	1.0%	437	0	0.0%	22,051	214	1.0%

^aProjection of EDUs estimated using approximate historic growth rate of 1 percent per year.

Exhibit B (revised 4/30/12)
Sewerage Commission - Oroville Region
Proposed Projects
Preliminary Cost Estimates (2009 Dollars)

Existing EDUs ¹	Phase	Trigger ⁷	UNIT PROCESS	ESTIMATED PROJECT COST (2009 DOLLARS)			PROJECTED CAPACITY (EDUs) ²
				Phase	Upgrade	Expansion	
17,797			EXISTING FACILITIES				20,703
18,148	1	Odor ³	FLOW EQUALIZATION (complete)	\$400,000		\$200,000	
			RECUPERATIVE THICKENING (to reduce odors)	\$880,000	\$3,460,000	\$880,000	\$200,000
			WEST INTERCEPTOR PHASE 1 (complete)	\$2,200,000		\$0	\$0
			RAG REMOVAL BIOFILTER (as req'd for mitigation)	\$500,000		\$1,100,000	\$1,100,000
	2	20,300 EDU ⁴	CHEMICALLY ENHANCED PRIMARY TREATMENT	\$700,000	\$8,700,000	\$500,000	\$0
			WEST INTERCEPTOR PHASE 2	\$7,500,000		\$0	\$700,000
			ELECTRICAL	\$1,200,000		\$3,500,000	\$4,000,000
			AERATION BASINS PHASE 1	\$5,900,000		\$600,000	\$600,000
	3	20,700 EDU ⁵	BLOWER BUILDING	\$4,300,000	\$15,100,000	\$2,950,000	\$2,950,000
			UV DISINFECTION	\$3,200,000		\$2,150,000	\$2,150,000
			I & C	\$500,000		\$1,800,000	\$1,600,000
			PRIMARY CLARIFIER	\$2,000,000		\$0	\$500,000
			FILTRATION	\$700,000		\$0	\$2,000,000
	4	20,900 EDU ⁶	PRIMARY EFFLUENT DISTRIBUTION BOX	\$500,000	\$7,200,000	\$0	\$700,000
			ADMIN. & LABORATORY EXPANSION	\$4,000,000		\$0	\$500,000
			Total	\$34,460,000	\$34,460,000	\$13,460,000	\$21,000,000

Notes:

- ¹ Weighted EDUs used to calculate RFC in September 2009 (also used existing capacity of 20,540 EDU).
- ² Capacity of the existing plant is determined to be 20,703 EDUs.
- ³ Odor complaints from future nearby businesses will trigger mitigation of odors from digester decanting operation.
- ⁴ Biofilter at Rag Removal facility will be triggered by odor complaints from future nearby businesses. West Interceptor Phase 2 is triggered when peak flow from FRPS nears 4.0 mgd. Collection system lining program is anticipated to reduce peak wet weather flow; however, FRPS flows must be reviewed to quantify the net reduction. The 20,300 EDU trigger provides approximately two years to plan, design, and construct the project assuming approximately 1 percent annual growth rate (at the time these estimates were made the 20,300 EDU level was projected to be met by the end of 2021. The 20,703 EDU level is estimated to be met around the end of 2023).
- ⁵ Phase 3 is not tied directly to an EDU level but is required for subsequent phases. Other than providing facilities necessary for the subsequent phase, this phase may be triggered by regulatory requirements (e.g., a more stringent nitrogen limit). An EDU trigger of 20,700 was chosen to give a reasonable time period prior to the subsequent phase.
- ⁶ The 20,900 EDU trigger gives approximately three years to plan, design, and construct the project assuming approximately 1 percent growth (at the time these estimates were made, the 20,900 EDU level was projected to be met in 2025).
- ⁷ The EDU triggers for the phases of this project are somewhat impacted by the annual growth rate. For example, if the growth rate averages 0.5 percent per year the trigger of 20,300 EDU for the second phase will occur around the year 2034. There are many factors that may impact what improvements are needed by then in addition to the proposed changes. In comparison, if the growth rate averages 1.5 percent per year the 20,300 EDU trigger will be reached in year 2018 with the subsequent triggers coming the following year. Therefore, it is important to monitor the annual growth rate and if it is substantially above 1 percent for several years, a review and potential revision of the project phasing plan would be prudent. Also, if the growth rate does not increase, it would still be prudent to revisit the capacity study and phased improvement plan in approximately five years (2017).

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
FEDERAL PROGRAMS BRANCH

Community Development Block Grant Program

2020 W. El Camino Ave, Suite 500
Sacramento, CA 95833
P. O. Box 952054, MS 500
Sacramento, CA 94252-2054
(855) 333-CDBG (2324) / FAX (916) 263-2762



October 4, 2016

Ms. Linda L. Dahlmeier, Mayor
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

RE: CDGB #14 – CDBG - 9893
Clearance of General Conditions – 030 – Fire Station/Equipment

Dear Ms. Dahlmeier:

Congratulations, the City of Oroville (City) has satisfied all General Conditions for the **Fire Station/Equipment** activity referenced above with the submittal of the General Conditions Clearance Checklist.

Effective as of this date, the City has submitted all required documentation and is authorized to expend program income on this activity.

Please have a member of your staff review the webinar online at www.hcd.ca.gov to learn about new CDBG requirement for setup and completion reports.

The Department looks forward to assisting you with the implementation of the activity. You may contact your CDBG Contract Representative, Connie Mallavia, at (916) 263-2711 or connie.mallavia@hcd.ca.gov with any questions or comments.

Sincerely,

Janet Haynes
CDBG Contract Management Manager

cc: Amy Bergstrand, City of Oroville
Donald Rust, Acting City Administrator, City of Oroville ✓
Connie Mallavia, CDBG Contract Representative



Experimental Aircraft Association
Oroville chapter 1112
Oroville Foundation of Flight
1112 Wes Barrett Lane
Oroville, CA 95965

City of Oroville
OCT 12 2016
Administration

October 10, 2016

Mayor Linda Dahlmeier
and Council Members
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Dear Mayor Dahlmeier & Council Members:

It has come to the attention of Experimental Aircraft Association Chapter 1112 that the City no longer has an Airport Manager. As active participants in the services of the Oroville Airport we understand the importance of having someone who is familiar with the aircraft world to take care of necessary things at the airport.

Our Chapter would like to make a unanimous recommendation for the appointment of Rick Farley who is currently employed by the City and has the qualifications necessary to handle the job. Rick took his flying lessons at Oroville Airport, and when he owned a Cessna 150 it was kept at the airport. He spent 25 years in Army Aviation and retired as an enlisted Master Aviator.

Sincerely,


Jay Gamble, President

✓ Cc: Don Rust, Interim City Administrator