



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

NOVEMBER 15, 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. 5)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Presentation by *Oroville Economic Alliance* regarding *City-funded Site Readiness Project*.

Presentation by *Snyder Real Estate Holding, LLC* relating to the *Gateway Project*

Presentation by *Carole Kloss* regarding *Indian Heritage Month*

CONSENT CALENDAR

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

Finance Department

2. **PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION OF ASSESSMENT DISTRICTS** – staff report

The Council may consider a Proposal for Professional Services Agreement with Harris & Associates, in the amount of \$9,000 annually, to provide annual administration services for the City's Landscape and Lighting Maintenance Assessment District, Benefit Assessment District and Community Facilities Districts, for fiscal years 2017/2017, 2018/2019 and 2019/2020. **(Ruth Wright Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8554 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT HARRIS & ASSOCIATES, IN THE AMOUNT OF \$9,000, ANNUALLY, FOR THE ANNUAL ADMINISTRATION OF THE CITY'S LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, BENEFIT ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS, FOR FISCAL YEARS 2017/2018, 2018/2019, AND 2019/2020 – (Agreement No. 3196).**

Community Development Department

3. **RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE** – staff report

The Council will receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2017. **(Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

4. **DONATIONS TO THE CHINESE TEMPLE & MUSEUM COMPLEX** – staff report

The Council may consider accepting a collection of various items to the Chinese Temple Complex. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Accept the collection of various items to the Chinese Temple & Museum Complex, as indicated in the November 15, 2016 staff report.**

Business Assistance and Housing Development Department

5. **2017 ANNUAL LONG-TERM MONITORING REPORTS FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS** – staff report

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, in the amount of \$10,000, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development Department)**

Council Action Requested: **Adopt Resolution No. 8555 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$10,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS - (Agreement No. 3197).**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Community Development Department

6. REQUEST FROM THE OROVILLE YMCA TO USE ONE OF THE SIX CITY EVENTS FOR REHERSAL OF THEIR PRODUCTION – staff report

The Council may consider a request from the Oroville YMCA, for the use of one of the six events available for the City's use at the State Theater, at no rental cost per the Master Agreement with State Theatre Artists' Guild (STAGE). **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

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

7. REQUEST FROM BUTTE COUNTY OFFICE OF EDUCATION, CALKIDZ, TO PARTNER WITH THE CITY TO SUBMIT A PROPOSAL FOR CITIES COMBATING HUNGER THROUGH AFTERSCHOOL AND SUMMER MEAL PROGRAMS (CHAMPS) – staff report

The Council may consider a request from the Butte County Office of Education, CalKidz to partner in the submission of a proposal, with the City as the lead, for the Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS). **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

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

8. PRELIMINARY ENERGY ASSESSMENT PROGRAM PRESENTATION AND OVERVIEW BY ABM BUILDING SOLUTIONS, LLC – staff report

The Council will hear a presentation from ABM Building Solutions, LLC and may consider their request to partner with the City of Oroville and PG&E to reduce the cities operating expenses, upgrade aging infrastructure, improve the environment for building and facility occupants, generate revenue, and help stimulate the economy. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

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

9. CHANGE ORDERS AND PROPOSED PROJECT MODIFICATION RELATING TO THE TABLE MOUNTAIN ROUNDABOUT PROJECT – staff report *(Continued from November 1, 2016)*

The Council may consider change orders and proposed project modifications to the Table Mountain Roundabout Project. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the change orders and proposed project modifications to the Table Mountain Roundabout Project.**

10. 2016/2017 LEAF PICKUP PROGRAM – staff report

The Council will receive an update on the City's 2016/2017 Leaf Pickup Program. **(Donald Rust, Director of Community Development)**

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

Business Assistance and Housing Development Department

11. 17th ANNUAL ECONOMIC FORECAST CONFERENCE SPONSORSHIP - staff report

The Council may consider sponsoring the 17th Annual Economic Forecast Conference, in the amount of \$1,500. *(Funding would be paid through the Cal Recycle Recycling Development Zone grant funds. There would be no impact to the City's General Fund).* **(Rick Farley, Enterprise Zone & Business Assistance Coordinator)**

Council Action Requested: **Approve the \$1,500 "Silver" level sponsorship in support of the 17th Annual Economic Forecast Conference, to be held January 19, 2017, at the Gold Country Event Center.**

12. 2017 INTERNATIONAL COUNCIL OF SHOPPING CENTERS EVENT – staff report

The Council may consider allowing two (2) staff members to attend the International Council of Shopping Centers Monterey Idea Exchange event, to be held March 8th – 9th, 2017, in Monterey, California. **(Rick Farley, Enterprise Zone & Business Assistance Coordinator)**

Council Action Requested: **Authorize two (2) staff members to attend the International Council of Shopping Centers Monterey Idea Exchange event, to be held March 8th – 9th, 2017, in Monterey, California.**

13. COMMERCIAL LEASE AGREEMENT WITH GOLDEN STATE STONWORKS, LLC – staff report

The Council may consider a Commercial Lease Agreement with Golden State Stoneworks, LLC, for the rental of a commercial property located at 2075 Baldwin Avenue, Oroville. **(Rick Farley, Enterprise Zone and Business Assistance Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8556 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH GOLDEN STATE STONWORKS, LLC, FOR 2075 BALDWIN AVENUE, OROVILLE – (Agreement No. 3198).**

Finance Department

14. FISCAL YEAR 2015/2016 YEAR-END REVIEW – staff report

The Council will receive information regarding the projected surplus for the 2015/2016 year-end review. **(Ruth Wright, Director of Finance)**

Council Action Requested:

1. **Transfer \$134,182 to the City's Debt Service Fund to eliminate the deficit and the remainder of the surplus to the City's Reserve balance per the reserve policy; or**
2. **Provide direction, as necessary.**

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

- State of California Alcoholic Beverage Control – The Exchange
- Butte County Treasurer-Tax Collector

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, December 6, 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
NOVEMBER 1, 2016 – 5:00 P.M.**

The agenda for the November 1, 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 Thursday, October 27, 2016, at 2:43 p.m.

The November 1, 2016 regular meeting of the Oroville City Council was called to order by Vice Mayor Chan Wilcox at 5:03 p.m.

ROLL CALL

Present: Council Members Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox
Absent: Council Member Berry (excused), Mayor Dahlmeier (excused)

Staff Present:

Donald Rust, Director of Community Development	Allen Byers, Assistant Police Chief
Ruth Wright, Director of Finance	Jamie Hayes, Assistant City Clerk
Scott Huber, City Attorney	Karolyn Fairbanks, Treasurer
Gary Layman, Chief Building Official	Dawn Nevers, Assistant Planner
Wade Atteberry, Public Works Supervisor	Gil Zarate, Police Lieutenant
Farley, Enterprise Zone & Business Asst. Coordinator	Rick

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Gary Layman, Chief Building Official.

PROCLAMATION / PRESENTATION

Vice Mayor Chan Wilcox presented Emily Bateman, Program Manager for Youth For Change, with a Proclamation recognizing November 2016 as Homeless and Runaway Youth Awareness Month.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Council Member Del Rosario, to approve the following Consent Calendar, with exception to Item No. 2:

- 1. APPROVAL OF THE MINUTES OF THE A OCTOBER 18, 2016 REGULAR MEETING AND OCTOBER 18, 2016 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**

Business Assistance and Housing Development Department

2. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

Administration Department

3. **NOMINATIONS FOR THE 2017 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT** – staff report

The Council considered approving the nomination period for the 2017 Samuel J. Norris Award for Excellence. (**Jamie Hayes, Assistant City Clerk and Donald Rust, Director of Community Development**)

Council Action Requested: **Authorize the open nomination period for the 2017 Samuel J. Norris Award for Excellence for new nominations between the dates of December 1, 2016 through January 3, 2017.**

4. **RESOLUTION FOR INDUSTRIAL DISABILITY RETIREMENT** – staff report

The Council considered a resolution approving an industrial disability retirement for Police Officer, David Bryning. (**Bill LaGrone, Director of Public Safety and Liz Ehrenstrom, Human Resource Manager**)

Council Action Requested: **Adopt Resolution No. 8552 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DELEGATING INDUSTRIAL DISABILITY FINDINGS AND AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE THE RESOLUTION UNDER PUBLIC EMPLOYEES' RETIREMENT LAW, GOVERNMENT CODE SECTION 21023.6.**

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

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. **CONTRACT FOR SERVICES AGREEMENT WITH EVAN'S APPRAISAL SERVICES, INC. AND SALE OF 2075 BALDWIN AVENUE** – staff report

The Council considered a Contract for Services Agreement with Evan's Appraisal Services, Inc., in an amount not to exceed \$3,000, for appraisal services relating to the sale and City-owned property located at 2075 Baldwin Avenue. (**Rick Farley, Enterprise Zone & Business Assistance Coordinator**)

This item was removed from the Consent Calendar at the request of a public speaker.

Tom Turk made comments relating to the appraisal and sale of City-owned property located

at 2075 Baldwin Avenue.

Following discussion, a motion was made by Council Member Hatley, seconded by Council Member Simpson, to:

1. **Adopt Resolution No. 8550 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR THEIR DESIGNEE TO EXECUTE A CONTRACT FOR SERVICES AGREEMENT WITH EVAN’S APPRAISAL SERVICES, INC, IN AN AMOUNT NOT TO EXCEED \$3,000, FOR APPRAISAL SERVICES RELATING TO THE SALE OF CITY-OWNED PROPERTY LOCATED AT 2075 BALDWIN AVENUE, OROVILLE – (Agreement No. 3195).**

2. **Adopt Resolution No. 8551 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF CITY-OWNED PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBER 012-160-071 OR 2075 BALDWIN AVENUE, OROVILLE, CALIFORNIA, BE SOLD FOR THE APPRAISED VALUE OR MORE.**

The motion was passed by the following vote:

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

PUBLIC HEARINGS

Community Development Department

5. **UPDATED PUBLIC DRAFT OF THE PARKS, TRAILS & OPEN SPACE MASTER PLAN (CONTINUED FROM 09.06.2016) – staff report**

The Council conducted a public hearing to review the completed public draft of the Parks, Trails & Open Space Master Plan. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Vice Mayor Chan Wilcox opened the Public Hearing for comments and questions from the public. Hearing no comments or questions, Vice Mayor Chan Wilcox closed the Public Hearing.

A motion was made by Council Member Pittman, seconded by Council Member Del Rosario, to:

Adopt Resolution No. 8553 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FINAL DRAFT OF THE PARKS, TRAILS & OPEN SPACE PLAN PLANNING DOCUMENT.

The motion was passed by the following vote:

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

Public Safety Department

6. ORDINANCE RESTRICTING THE RESALE AND POSSESSION OF BUTANE PRODUCTS – staff report

The Council conducted a public hearing regarding an Ordinance of the City Council of the City of Oroville, California, adding Chapter 9.04.190 relating to butane resale regulations, to Title 9, Public Peace and Welfare, of the Oroville City Municipal Code. **(Bill LaGrone, Director of Public Safety)** Director LaGrone was absent, the presentation was provided by Assistant Police Chief Allen Byers.

Vice Mayor Chan Wilcox opened the Public Hearing for comments and questions from the public. Hearing no comments or questions, Vice Mayor Chan Wilcox closed the Public Hearing.

Following discussion, a motion was made by Council Member Hatley, seconded by Council Member Pittman, to:

Waive the first reading and introduce, by title only, Ordinance No. 1817 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADDING CHAPTER 9.04.190, RELATING TO BUTANE RESALE REGULATIONS, TO TITLE 9, PUBLIC PEACE AND WELFARE, OR THE OROVILLE CITY MUNICIPAL CODE.

The motion was passed by the following vote:

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

REGULAR BUSINESS

Public Safety Department

7. CHANGE ORDERS AND PROPOSED PROJECT MODIFICATION RELATING TO THE TABLE MOUNTAIN ROUNDABOUT PROJECT – staff report

The Council may consider change orders and proposed project modifications to the Table

Mountain Roundabout Project. **(Donald Rust, Director of Community Development)**

This item was continued to the November 15, 2016 regular City Council meeting, therefore; no action was taken on the following:

Approve the change orders and proposed project modifications to the Table Mountain Roundabout Project.

Administration Department

8. APPROVAL OF THE JOB DESCRIPTION FOR THE POSITION OF CITY ENGINEER/DIRECTOR OF PUBLIC WORKS, SALARY SCHEDULE AND RECRUITMENT PROCESS – staff report

The Council considered approving the job description for the position of City Engineer/Director of Public Works Director, adopting a salary range for the position, and starting the recruitment process. **(Donald Rust, Acting City Administrator)**

A motion was made by Council Member Hatley, seconded by Council Member Del Rosario, to:

- 1. Approve the changes to the job description for the position of City Engineer/Director of Public Works Director.**
- 2. Adopt the salary schedule or the position of City Engineer/Director of Public Works Director.**
- 3. Authorize staff to begin the recruitment process for the position of City Engineer/Director of Public Works Director.**

The motion was passed by the following vote:

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

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS - None

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Donald Rust, Director of Community Development, reported on the following:

- Final Development Agreement between the City of Oroville and Oro Dam Auto completed
- Potential award of State of California Department of Transportation (CalTrans) Active Transportation Program funding, in the amount of \$3,451,000, for State Route 162 Pedestrian/Bicycle/Disabled Mobility and Safety Improvements Project.

- Federal Aviation Administration request for modifications to the Westside Public Safety Project Scope
- Replacement of Montgomery Street roundabout railings
 - Staff to return to Council with solutions for speeding and railing decorum
- Retirement of Assistant Fire Chief Dean Hill, Jr.

CORRESPONDENCE

- State of California Department of Beverage Control

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

August Lincoln acknowledged receipt of responses to questions asked at the October, 2016 City Council meeting. In addition, Mr. Lincoln asked question relating to the Table Mountain Roundabout Project.

Steve Christensen made comments relating to Measure R, a proposed sales tax measure to be voted upon at the November 8, 2016 General Municipal Election.

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.

Vice Mayor Chan Wilcox 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, November 15, 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: RUTH WRIGHT, FINANCE DIRECTOR

**RE: PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT WITH
HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION OF
ASSESSMENT DISTRICTS**

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider a Proposal for Professional Services Agreement with Harris & Associates, in the amount of \$9,000 annually, to provide annual administration services for the City's Landscape and Lighting Maintenance Assessment District, Benefit Assessment District and Community Facilities Districts, for fiscal years 2017/2017, 2018/2019 and 2019/2020.

DISCUSSION

In May of 2010, the City completed a Request for Proposal (RFP) process for assessment district administrative services. Of the two responses, the City selected the service agreement with R. Clark Consulting (R. Clark) for the term of one year. R. Clark's bid was 48% less than the other proposal at that time. The term was only for one year to evaluate the services provided to the City. After the first year, the City was pleased with the services provided and entered into a two-year term with R. Clark to continue providing these services. Since that time the City has entered into Agreement's in two year increments. The first two-year term was April 5, 2011, then May 7, 2013, and the last one was on June 2, 2015.

While the City is still working with R. Clark, the company name has been changed to Harris & Associates. Harris & Associates has submitted a proposal to the City for a three-year term for the following fiscal years: 2017/18, 2018/19, and 2019/20.

It should be noted, that the cost of providing these services has not increased since the original agreement in 2010.

The Scope of Work provided to the City is detailed in the attached proposal.

FISCAL IMPACT

Annual fee is \$9,000. The cost for these services are paid by the property owners in the various districts. Billings are twice per year at 50% after each tax roll is assessed. Allocation of costs per assessment is attached.

RECOMMENDATION

Adopt Resolution No. 8554. - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT HARRIS & ASSOCIATES, IN THE AMOUNT OF \$9,000, ANNUALLY, FOR THE ANNUAL ADMINISTRATION OF THE CITY'S LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, BENEFIT ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS, FOR FISCAL YEARS 2017/2018, 2018/2019, AND 2019/2020 – (Agreement No. 3196).

ATTACHMENTS

Resolution No. 8554
Agreement No. 3196
Payment Allocation

**CITY OF OROVILLE
RESOLUTION NO. 8554**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT HARRIS & ASSOCIATES, IN THE AMOUNT OF \$9,000, ANNUALLY, FOR THE ANNUAL ADMINISTRATION OF THE CITY'S LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, BENEFIT ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS, FOR FISCAL YEARS 2017/2018, 2018/2019, AND 2019/2020

(Agreement No. 3196)

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

- a. The Mayor is hereby authorized and directed to execute a Proposal for Professional Services between the City of Oroville and Harris & Associates. A copy of the Agreement is attached hereto as Exhibit "A."
- b. 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 15, 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

October 31, 2016

Mr. Donald Rust
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: Proposal for Professional Services for the Annual Administration for the City of Oroville's Landscape and Lighting District, Benefit Assessment District and Community Facilities Districts, for Fiscal Years 2017/18, 2018/19 & 2019/20

Don,

The following is a proposal for the annual administration of the Landscaping and Lighting, Benefit Assessment and Community Facilities Districts for the City of Oroville (the "City").

This proposal outlines our scope of work for the annual administration of the City's districts, our project team and their related experience, and the proposed fees.

SCOPE OF WORK

A. Landscape and Lighting and Benefit Assessment Districts

Annual District Administration Services. Provisions of the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 will be used in completing the work. This scope of work is based on the assumption that there will be no increases in assessment rates as defined by Article XIID of the California Constitution (Prop. 218) and the Prop 218 Omnibus Implementation Act.

- A.1 **Initiation.** Review last year's assessments and any corrections to assessments which the City has identified, receive budgets and confirm schedule.
- A.2 **Review Assessment District Budgets.** Review City Budgets for the upcoming fiscal year to verify that all appropriate components have been included in the proposed Assessment District Budget.
- A.3 **Preliminary Assessment Calculations.** Determine assessment rates for each zone of benefit based on the new budgets, and any changes to the districts.
- A.4 **Prepare Engineer's Report.** Prepare the Engineer's Report setting the annual assessment rates for the next fiscal year based on budget estimates from City. Furnish the draft Report for review and comment. (The Engineer's Report will be prepared and signed by a Registered Civil Engineer.)

A.5 **Resolution of Intention and Public Hearing.** Attend (if requested) to provide technical support and answer questions.

A.6 **Auditor's Report.** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the accepted Assessment Roll to the City.

B. Community Facilities Districts

Annual District Administration Services. Provisions of the Community Facilities District Act of 1982 will be used in completing the work.

B.1 **Initiation.** Review last year's special taxes and any corrections which the City has identified and confirm yearly schedule.

B.2 **Update Special Tax Rolls.** Update the Special Tax Rolls with information on new building permits issued over the previous year. Include any changes on the Special Tax Rolls before submitting to County.

B.3 **Prepare Annual SB 165 Reports.** Prepare and deliver the required SB 165 Reports for Council approval.

B.4 **Public Hearing.** Attend (if requested) to provide technical support and answer questions.

B.5 **Auditor's Report.** After confirmation of special tax amounts, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of special taxes on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the accepted Special Tax Roll to the City.

Extended Services

1. Attendance at meetings in addition to those specified in the Scope of Services.
2. Noticing/Balloting services, if assessments or fees are increased.
3. Assisting with the establishment of any new District.
4. Testimony in court or time preparing for a court suit of any kind.
5. Any other services requested and authorized by the City.

Responsibilities of the City

1. Provide the parcels that have developed since the prior year.
2. Provide qualified legal counsel to provide legal advice to City staff and to the Assessment Engineer, as required.
3. Provide access to records and data resulting in subdivision of land affecting the Districts.

SCHEDULE

An estimated timeline for the annual District renewal process for the FY 2016/17 assessment levy will be provided when appropriate, usually in the February/March timeframe.

PROJECT TEAM

Project Manager – Rick Clark, will be the Senior Project Manager and will be responsible for coordinating all aspects of the project, maintaining a close liaison with the City and ensuring the City’s satisfaction with the services. Mr. Clark has over 20 years of assessment district administration experience consulting to cities, counties and special districts throughout the State of California. He has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIIIID of the California State Constitution (Proposition 218). He has also performed annual administration services for Mello-Roos Community Facilities Districts, and various other fee and special tax districts.

Project Engineer- K. Dennis Klingelhofer, PE, will be the Project Engineer. Mr. Klingelhofer is a registered Professional Engineer in the State of California and has over 30 years of assessment and financial engineering experience consulting to cities, counties and special districts throughout the State of California. He has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIIIID of the California State Constitution (Proposition 218). He has also performed annual administration services for 1913/1915 Act Bond Districts, Mello-Roos Community Facilities Districts, Maintenance and Operations Districts (such as the Landscaping and Lighting Act of 1972) and various fee and special tax districts. Throughout his 30 years of experience, Mr. Klingelhofer has developed a reputation for providing complete and thorough reports, and meeting project deadlines and legally required timeframes.

FEES

Based on our knowledge and understanding of the City’s Districts and the Standard Services outlined herein under Scope of Work, Harris & Associates will provide the annual administration services for the following fees for FY 2017-18, FY 2018-19 and FY 2018-19:

A. Consolidated LLMD	\$4,200 lump sum per year
B. Consolidated BAD	\$2,800 lump sum per year
C. CFD 2006-1	\$1,000 lump sum per year
D. CFD 2006-2	\$1,000 lump sum per year
Total Fee for all Districts.....	\$9,000

Attendance at meetings as described in the Scope of Work and indirect expenses (such as mileage, duplicating and postage) are included in the lump sum fee. Total Fee shown shall not have an annual C.P.I. inflator during term of contract.

Mr. Donald Rust
City of Oroville
October 31, 2016
Page 4

Compensation for any extended services will be authorized for a mutually agreed upon fee in accordance with the consultants schedule of hourly rates current at the time of providing the services.

Invoices for these services will be submitted quarterly for services provided in the previous quarter and shall be paid within 30 days of receipt in accordance with a mutually agreeable contract.

Our team is excited about the opportunity to develop a working relationship with the City of Oroville. Please let us know if you have any questions or need any additional information.

Sincerely,

Harris & Associates



K. Dennis Klingelhofer, P.E.
Vice President, Municipal Services



Richard K. Clark
Senior Project Manager, Public Finance

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

By: _____

ASSESSMENT DISTRICT ANNUAL PAYMENT ALLOCATION

FUND	ACCOUNT	BUDGET		Assessment District	Total	1st	2nd
		UNIT				Tax Roll	Tax Roll
170	6360	6001		GRANDVIEW ESTATES	199.49	99.74	99.74
170	6360	6011		THE BUTTES	334.24	167.12	167.12
170	6360	6021		DEER CREEK	521.85	260.92	260.92
170	6360	6031		CALLE VISTA	293.29	146.64	146.64
170	6360	6041		CHEROKEE ESTATES	0.00	0.00	0.00
170	6360	6051		SHERWOOD ESTATES	262.02	131.01	131.01
170	6360	6061		GRAYHAWK ESTATES	43.70	21.85	21.85
170	6360	6071		CHEROKEE PHASE I	492.41	246.20	246.20
170	6360	6081		LINKSIDE I	731.02	365.51	365.51
170	6360	6091		FOOTHILL	190.53	95.26	95.26
170	6360	6101		CALLE VISTA II	320.90	160.45	160.45
170	6360	6111		VISTA DEL ORO	287.44	143.72	143.72
170	6360	6121		MISSION OLIVE	481.80	240.90	240.90
170	6360	6131		J RICHTER SUB LA CRESENTA	41.32	20.66	20.66
					<u>4,200.00</u>	<u>2100.00</u>	<u>2100.00</u>
190	6360	6201		LINKSIDE I	580.98	290.49	290.49
190	6360	6211		FOOTHILL ESTATES	334.53	167.27	167.27
190	6360	6221		CALLE VISTA II	464.78	232.39	232.39
190	6360	6231		VISTA DEL ORO	794.42	397.21	397.21
190	6360	6241		MISSION OLIVE	433.21	216.60	216.60
190	6360	6251		MARTIN RANCH	0.00	0.00	0.00
190	6360	6261		J RICHTER SUB LA CRESENTA	192.08	96.04	96.04
					<u>2,800.00</u>	<u>1400.00</u>	<u>1400.00</u>
200	6360	6301		WESTSIDE PUBLIC SAFETY FACILITY	1,000.00	500.00	500.00
200	6360	6311		PUBLIC SAFETY SERVICES	1,000.00	500.00	500.00
					<u>\$ 9,000.00</u>	<u>4,500.00</u>	<u>4,500.00</u>

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION AND
DISPOSAL OF SOLID WASTE**

DATE: NOVEMBER 15, 2016

SUMMARY

The Council will receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2017.

DISCUSSION

The intent of this Staff Report is to inform the Council of a rate increase that will become effective January 1, 2017. Recology, the City's contractor for the collection and disposal of solid waste, has submitted to the City pursuant to Section 6.1 of the Franchise Agreement between the City and Recology, their proposed rate increase for solid waste collection services effective January 1, 2017. In 1993 the City entered into a franchise agreement (Agreement No. 474) with what is now Recology, for collection and disposal of solid waste and recyclable materials generated by homes and businesses in the City limits, which has been subsequently amended five times.

Section 6.1 of the Agreement specifies that the fees collected by Recology shall be indexed to the United States Consumer Price Index (CPI) for all urban consumers and shall be adjusted each year to reflect the yearly changes, if any, in the cost of living as shown in the CPI for all urban consumers. These increases are to be in addition to any other increases that may be allowed by the Agreement. Additionally, Section 6.2 specifies that in addition to the cost of living increases in Section 6.1, Recology shall be entitled to pass through to customers any increases incurred by increases in fees at the Neal Road Landfill, or caused by acts of any governmental body. Section 6 of the Agreement specifies that rates and increases, with the exception of the increases in Section 6.1 and 6.2 as identified herein, may not be altered without a Council action.

The rate adjustment formulas consist of two components, the base rate CPI component which increased 1.06%, and the landfill/disposal component which increased 1.92%. The rate increase for residential service ranges between 1.24% and 1.32%. The increase for commercial service ranges between 1.14% and 1.27%, and the increase for debris box services ranges between 1.28% and 1.37%.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

For informational purposes only.

ATTACHMENTS

A – Recology Rate Increase Letter

B – City of Oroville Rates



September 26th 2017

City of Oroville
Donald L. Rust
Director of Community Development
1735 Montgomery Street
Oroville, California 95965-4820

RE: Waste Collection Service Rate Increase Effective January 1 2017

Dear Mr. Rust,

Please accept this letter and supporting documentation as our written request for a rate increase for solid waste and recyclables collections services per Article 6.1 of our agreement for 2017.

Attached are rate sheets for the City of Oroville. The rate adjustment formulas consist of two components; the base rate Consumer Price Index component which increased 1.06%, and the disposal component which increase 1.92%.

The rate increase for residential service ranges between 1.24% and 1.32%. The increase for commercial service range between 1.14% and 1.27%, and the increase for debris box services range between 1.28% and 1.37%.

The increase for 2017 will be effective January 1 2017.

Sincerely,


Salvatore M. Coniglio
General Manager

EXHIBIT
B

**Consumer Price Index
All Urban Consumers
U. S. City Average
Applicable to City of Oroville**

<u>Applies to Rate Year Beginning</u>	<u>Index Date (Month of:)</u>	<u>U.S. City Average</u>	
		Index	Per Cent Change
January 1, 2017	August 2016	240.853	
January 1, 2016	August 2015	238.316	
Index Increase: August 2015 to August 2016		2.537	1.0646%

Rounded to 4 decimal places **1.060%**

CITY OF OROVILLE
RATE YEAR 2017
For Rates in Effect from January 01, 2017 to December 31, 2017
Cost Factors & Components

Increase Components

Factor	Year	
	Current	Prior
Cost of Living	1.06%	0.00%
Other	0.00%	0.00%
Other	0.00%	0.00%
Total Increase	1.06%	0.00%

Landfill / Disposal Component

New Landfill Rate Component	\$39.85 per ton
Old Landfill Rate Component	\$39.10
Landfill Increase	
\$	\$0.75 per ton
%	1.92%

Franchise Fee

Actual	10.00%
Calc Factor	10.00%

Densities & Weights

	Old		New	
	Lbs.	Lbs/Cu Yd	Lbs.	Lbs/Cu Yd
Residential				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Cans & Carts				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Bins				
Regular Service Bin		150		150
Single Service / Pull Bin		500		500
Debris Box & Roll Off				
Box - General MSW		275		275
C & D		300		300
Wood		345		345
Compactors				
Box - General MSW		600		600

Gate Rates - Transfer Station Increase 1.06%

Fixed Amount Increases

Base Rate	Increase	Total Rate
Current	0.00	\$0.00 /HH/Mo
Effective 5/1/04	0.00	0.00 /HH/Mo
Effective 1/1/05	0.00	0.00 /Mo

Curbside Recycling	Increase	Total Rate
Effective 1/1/04	\$0.00	\$0.00 /HH/Mo
Effective 5/1/04	0.85	0.85 /HH/Mo
Effective 1/1/05	0.87	1.72 /HH/Mo
Effective 1/1/06	0.87	2.59 /HH/Mo

Increase By Biz. Unit Component

Residential

Basic Service	1.06%
Disposal	1.92%
Recycling (All)	1.06%
HHaz Waste	1.06%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Senior Citizen Discount	0.00%
Other	0.00%

Commercial

Basic Service	1.06%
Disposal	1.92%
Recycling (All)	1.06%
HHaz Waste	1.06%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Debris Box

Basic Service	1.06%
Disposal	1.92%
Recycling (All)	1.06%
HHaz Waste	1.06%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Compactors

Basic Service	1.06%
Disposal	1.92%
Recycling (All)	1.06%
HHaz Waste	1.06%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Public Dumping Rates

Basic Service	1.06%
Disposal	1.92%
Recycling (All)	1.06%
HHaz Waste	1.06%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Current Rates
January 01, 2016
December 31, 2016

New Rates
January 01, 2017
December 31, 2017

**City of Oroville
Residential Rates**

CURRENT RESIDENTIAL RATES

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
1 x 32 - gallon can	\$13.00	\$3.19	\$0.00	\$2.37	\$18.56	\$2.14	\$0.45	\$0.25	\$0.00	\$21.40
2 x 32 - gallon can	18.46	3.19	0.00	4.74	26.39	3.01	0.45	0.25	0.00	30.10
3 x 32 - gallon can	21.72	3.19	0.00	7.11	32.02	3.64	0.45	0.25	0.00	36.36
1 x 64 -gallon cart	16.30	3.19	0.00	5.51	25.00	2.86	0.45	0.25	0.00	28.56
1 x 96 -gallon cart	17.15	3.19	0.00	6.35	26.69	3.04	0.45	0.25	0.00	30.43
1 Additional Can w/ 96-gal Cart	5.95			2.37	8.32	0.92	-	-	0.00	9.24
Back Yard Service	7.05			-	7.05	0.78	-	-	0.00	7.83
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)	-	-	0.00	(1.06)

**PROPOSED RATES - EFFECTIVE January 01, 2017
RESIDENTIAL RATES**

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
1 x 32 - gallon can	\$13.14	\$3.22	\$0.00	\$2.42	\$18.78	\$2.16	\$0.45	\$0.25	\$0.00	\$21.64
2 x 32 - gallon can	18.66	3.22	0.00	4.84	26.72	3.05	0.45	0.25	0.00	30.47
3 x 32 - gallon can	21.95	3.22	0.00	7.26	32.43	3.68	0.45	0.25	0.00	36.81
1 x 64 -gallon cart	16.47	3.22	0.00	5.61	25.30	2.89	0.45	0.25	0.00	28.89
1 x 96 -gallon cart	17.33	3.22	0.00	6.48	27.03	3.08	0.45	0.25	0.00	30.81
1 Additional Can w/ 96-gal Cart	6.01			2.42	8.43	0.94			0.00	9.37
Back Yard Service	7.12			-	7.12	0.79			0.00	7.91
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)			0.00	(1.06)

**City of Oroville
Commercial Can & Cart Rates**

CURRENT COMMERCIAL CAN & CART RATES

One Pickup per Week	Monthly Rate							Total Charge
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	
1 x 32 - gallon can	\$13.01	\$2.37	\$15.38	\$1.74	\$0.00	\$0.25	\$0.00	\$17.37
2 x 32 - gallon can	18.48	4.74	23.22	2.61	0.00	0.25	0.00	26.08
3 x 32 - gallon can	21.73	7.11	28.84	3.23	0.00	0.25	0.00	32.32
1 x 64 -gallon cart	16.31	5.51	21.82	2.45	0.00	0.25	0.00	24.52
1 x 96 -gallon cart	17.17	6.35	23.52	2.64	0.00	0.25	0.00	26.41
1 Additional Can w/ 96-gal Cart	5.95	2.37	8.32	0.92			0.00	9.24

PROPOSED RATES - EFFECTIVE January 01, 2017

COMMERCIAL CAN & CART RATES

One Pickup per Week	Monthly Rate							Total Charge
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	
1 x 32 - gallon can	\$13.15	\$2.42	\$15.57	\$1.76	\$0.00	\$0.25	\$0.00	\$17.58
2 x 32 - gallon can	18.68	4.84	23.52	2.64	0.00	0.25	0.00	26.41
3 x 32 - gallon can	21.96	7.26	29.22	3.27	0.00	0.25	0.00	32.74
1 x 64 -gallon cart	16.48	5.61	22.09	2.48	0.00	0.25	0.00	24.82
1 x 96 -gallon cart	17.35	6.48	23.83	2.68	0.00	0.25	0.00	26.76
1 Additional Can w/ 96-gal Cart	6.01	2.42	8.43	0.94			0.00	9.37

**City of Oroville
Commercial Bin Rates**

**CURRENT
COMMERCIAL BIN RATES**

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	\$84.39	\$156.36	\$228.36	\$300.30	\$372.28	\$485.33
Disposal	12.71	25.42	38.12	50.83	63.54	76.25
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$97.10	\$181.78	\$266.48	\$351.13	\$435.82	\$561.58
Franchise Fee	10.79	20.20	29.61	39.01	48.42	62.40
TOTAL	\$107.89	\$201.98	\$296.09	\$390.14	\$484.24	\$623.98
1.5 Cu Yd						
Base Rate	\$102.42					
Disposal	19.06					
Other	0.00					
Sub Total	\$121.48					
Franchise Fee	13.50					
TOTAL	\$134.98					
2.0 Cu Yd						
Base Rate	\$121.15	\$218.10	\$315.06	\$412.02	\$509.03	\$664.82
Disposal	25.42	50.83	76.25	101.66	127.08	152.49
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$146.57	\$268.93	\$391.31	\$513.68	\$636.11	\$817.31
Franchise Fee	16.29	29.88	43.48	57.08	70.68	90.81
TOTAL	\$162.86	\$298.81	\$434.79	\$570.76	\$706.79	\$908.12
3.0 Cu Yd						
Base Rate	\$157.87	\$279.86	\$401.82	\$523.84	\$645.80	\$844.10
Disposal	38.12	76.25	114.37	152.49	190.61	228.74
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$195.99	\$356.11	\$516.19	\$676.33	\$836.41	\$1,072.84
Franchise Fee	21.78	39.57	57.35	75.15	92.93	119.20
TOTAL	\$217.77	\$395.68	\$573.54	\$751.48	\$929.34	\$1,192.04
4.0 Cu Yd						
Base Rate	\$194.63	\$341.61	\$488.60	\$635.56	\$782.52	\$1,023.46
Disposal	50.83	101.66	152.49	203.32	254.15	304.98
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$245.46	\$443.27	\$641.09	\$838.88	\$1,036.67	\$1,328.44
Franchise Fee	27.27	49.25	71.23	93.21	115.19	147.60
TOTAL	\$272.73	\$492.52	\$712.32	\$932.09	\$1,151.86	\$1,476.04
6.0 Cu Yd						
Base Rate	\$268.17	\$465.10	\$662.11	\$859.08	\$1,056.45	\$1,382.18
Disposal	76.25	152.49	228.74	304.98	381.23	457.47
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$344.42	\$617.59	\$890.85	\$1,164.06	\$1,437.68	\$1,839.65
Franchise Fee	38.27	68.62	98.98	129.34	159.74	204.41
TOTAL	\$382.69	\$686.21	\$989.83	\$1,293.40	\$1,597.42	\$2,044.06

City of Oroville Commercial Bin Rates

RATES EFFECTIVE January 01, 2017

COMMERCIAL BIN RATES

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	\$85.28	\$158.02	\$230.78	\$303.48	\$376.23	\$490.47
Disposal	12.95	25.90	38.85	51.81	64.76	77.71
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$98.23	\$183.92	\$269.63	\$355.29	\$440.99	\$568.18
Franchise Fee	10.91	20.44	29.96	39.48	49.00	63.13
TOTAL	\$109.14	\$204.36	\$299.59	\$394.77	\$489.99	\$631.31
1.5 Cu Yd						
Base Rate	\$103.51					
Disposal	19.43					
Other	0.00					
Sub Total	\$122.94					
Franchise Fee	13.66					
TOTAL	\$136.60					
2.0 Cu Yd						
Base Rate	\$122.43	\$220.41	\$318.40	\$416.39	\$514.43	\$671.87
Disposal	25.90	51.81	77.71	103.61	129.51	155.42
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$148.33	\$272.22	\$396.11	\$520.00	\$643.94	\$827.29
Franchise Fee	16.48	30.25	44.01	57.78	71.55	91.92
TOTAL	\$164.81	\$302.47	\$440.12	\$577.78	\$715.49	\$919.21
3.0 Cu Yd						
Base Rate	\$159.54	\$282.83	\$406.08	\$529.39	\$652.65	\$853.05
Disposal	38.85	77.71	116.56	155.42	194.27	233.12
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$198.39	\$360.54	\$522.64	\$684.81	\$846.92	\$1,086.17
Franchise Fee	22.04	40.06	58.07	76.09	94.10	120.69
TOTAL	\$220.43	\$400.60	\$580.71	\$760.90	\$941.02	\$1,206.86
4.0 Cu Yd						
Base Rate	\$196.69	\$345.23	\$493.78	\$642.30	\$790.81	\$1,034.31
Disposal	51.81	103.61	155.42	207.22	259.03	310.83
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$248.50	\$448.84	\$649.20	\$849.52	\$1,049.84	\$1,345.14
Franchise Fee	27.61	49.87	72.13	94.39	116.65	149.46
TOTAL	\$276.11	\$498.71	\$721.33	\$943.91	\$1,166.49	\$1,494.60
6.0 Cu Yd						
Base Rate	\$271.01	\$470.03	\$669.13	\$868.19	\$1,067.65	\$1,396.83
Disposal	77.71	155.42	233.12	310.83	388.54	466.25
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$348.72	\$625.45	\$902.25	\$1,179.02	\$1,456.19	\$1,863.08
Franchise Fee	38.75	69.49	100.25	131.00	161.80	207.01
TOTAL	\$387.47	\$694.94	\$1,002.50	\$1,310.02	\$1,617.99	\$2,070.09

City of Oroville
Commercial Bin Rates, viz.:
Extra Pickup Rates

CURRENT EXTRA PICKUP RATES

Container Size	Charge per Pickup							Total Rate
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
1.0 Cubic Yard Bin	\$20.06	\$9.78	\$29.84	\$3.32	\$0.00	\$0.00	\$0.00	\$33.16
1.5 Cubic Yard Bin	21.84	\$14.66	36.50	4.06	0.00	0.00	0.00	\$40.56
2.0 Cubic Yard Bin	24.77	\$19.55	44.32	4.92	0.00	0.00	0.00	\$49.24
3.0 Cubic Yard Bin	30.48	\$29.33	59.81	6.65	0.00	0.00	0.00	\$66.46
4.0 Cubic Yard Bin	36.17	\$39.10	75.27	8.36	0.00	0.00	0.00	\$83.63
6.0 Cubic Yard Bin	47.87	\$58.65	106.52	11.84	0.00	0.00	0.00	\$118.36

PROPOSED RATES - EFFECTIVE January 01, 2017

EXTRA PICKUP RATES

Container Size	Charge per Pickup							Total Rate
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
1.0 Cubic Yard Bin	\$20.27	\$9.96	\$30.23	\$3.36	\$0.00	\$0.00	\$0.00	\$33.59
1.5 Cubic Yard Bin	22.07	\$14.94	37.01	4.11	0.00	0.00	0.00	41.12
2.0 Cubic Yard Bin	25.03	\$19.93	44.96	5.00	0.00	0.00	0.00	49.96
3.0 Cubic Yard Bin	30.80	\$29.89	60.69	6.74	0.00	0.00	0.00	67.43
4.0 Cubic Yard Bin	36.55	\$39.85	76.40	8.49	0.00	0.00	0.00	84.89
6.0 Cubic Yard Bin	48.38	\$59.78	108.16	12.02	0.00	0.00	0.00	120.18

Weight Allowances for Bins

Weight included in Charges above	Maximum Wt. / Bin		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
1.0 Cubic Yard Bin	500	0.250	\$0.0246	\$49.20
1.5 Cubic Yard Bin	750	0.375	0.0246	49.20
2.0 Cubic Yard Bin	1,000	0.500	0.0246	49.20
3.0 Cubic Yard Bin	1,500	0.750	0.0246	49.20
4.0 Cubic Yard Bin	2,000	1.000	0.0246	49.20
6.0 Cubic Yard Bin	3,000	1.500	0.0246	49.20

**City of Oroville
Debris Box Rates**

CURRENT DEBRIS BOX RATES - SINGLE PULL

Debris Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
3 Cubic Yards	\$116.80	\$16.13	\$132.93	\$14.77	\$0.00	\$0.00	\$0.00	\$147.70
6 Cubic Yards	141.99	32.26	174.25	19.36	0.00	0.00	0.00	193.61
15 Cubic Yards	227.74	80.64	308.38	34.26	0.00	0.00	0.00	342.64
20 Cubic Yards	249.39	107.53	356.92	39.66	0.00	0.00	0.00	396.58
22 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
25 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
30 Cubic Yards	325.72	161.29	487.01	54.11	0.00	0.00	0.00	541.12
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	377.89	215.05	592.94	65.88	0.00	0.00	0.00	658.82
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.34		48.34	5.37	0.00	0.00	0.00	\$53.71

PROPOSED RATES - EFFECTIVE January 01, 2017

DEBRIS BOX - Single Pull Rates

Debris Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
3 Cubic Yards	\$118.04	\$16.44	\$134.48	\$14.94	\$0.00	\$0.00	\$0.00	\$149.42
6 Cubic Yards	143.50	\$32.88	176.38	19.60	0.00	0.00	0.00	195.98
15 Cubic Yards	230.15	82.19	312.34	34.70	0.00	0.00	0.00	347.04
20 Cubic Yards	252.03	\$109.59	361.62	40.18	0.00	0.00	0.00	401.80
22 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
25 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
30 Cubic Yards	329.17	\$164.38	493.55	54.84	0.00	0.00	0.00	548.39
35 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	381.90	\$219.18	601.08	66.79	0.00	0.00	0.00	667.87
50 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.85	\$0.00	48.85	5.43	0.00	0.00	0.00	\$54.28

Weight Allowances for Debris Boxes

Weight allowed in Charges above	Maximum Weight		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
3 Cubic Yards	825	0.413	\$0.0246	\$49.20
6 Cubic Yards	1,650	0.825	0.0246	49.20
15 Cubic Yards	4,125	2.063	0.0246	49.20
20 Cubic Yards	5,500	2.750	0.0246	49.20
22 Cubic Yards	6,050	3.025	0.0246	49.20
25 Cubic Yards	6,875	3.438	0.0246	49.20
30 Cubic Yards	8,250	4.125	0.0246	49.20
35 Cubic Yards	9,625	4.813	0.0246	49.20
40 Cubic Yards	11,000	5.500	0.0246	49.20
50 Cubic Yards	13,750	6.875	0.0246	49.20

**City of Oroville
Compactor Rates**

CURRENT COMPACTOR RATES - SINGLE PULL CHARGE PER LOAD

Bin / Box Size	Charge per Pull							Total Charge
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
4 Cubic Yards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n / a
6 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
15 Cubic Yards	194.90	175.95	370.85	41.21	0.00	0.00	0.00	\$412.06
20 Cubic Yards	226.06	234.60	460.66	51.18	0.00	0.00	0.00	\$511.84
22 Cubic Yards	288.62	258.06	546.68	60.74	0.00	0.00	0.00	\$607.42
25 Cubic Yards	373.73	293.25	666.98	74.11	0.00	0.00	0.00	\$741.09
30 Cubic Yards	382.36	351.90	734.26	81.58	0.00	0.00	0.00	\$815.84
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	509.37	469.20	978.57	108.73	0.00	0.00	0.00	\$1,087.30
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.34		48.34	5.37	0.00	0.00	0.00	\$53.71

PROPOSED RATES - EFFECTIVE January 01, 2017

COMPACTOR - Single Pull Rates

Bin / Box Size	Charge per Pull							Total Charge
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
4 Cubic Yards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n / a
6 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
15 Cubic Yards	196.97	\$179.33	376.30	41.81	0.00	0.00	0.00	418.11
20 Cubic Yards	228.46	\$239.10	467.56	51.95	0.00	0.00	0.00	519.51
22 Cubic Yards	291.68	\$263.01	554.69	61.63	0.00	0.00	0.00	616.32
25 Cubic Yards	377.69	\$298.88	676.57	75.17	0.00	0.00	0.00	751.74
30 Cubic Yards	386.41	\$358.65	745.06	82.78	0.00	0.00	0.00	827.84
35 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	514.77	\$478.20	992.97	110.33	0.00	0.00	0.00	1,103.30
50 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.85	\$0.00	48.85	5.43	0.00	0.00	0.00	\$54.28

Weight Allowances for Compactor Boxes

Weight allowed in Charges above	Maximum Weight		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
4 Cubic Yards	2,400	1.200	\$0.0246	\$49.20
6 Cubic Yards	3,600	1.800	0.0246	49.20
15 Cubic Yards	9,000	4.500	0.0246	49.20
20 Cubic Yards	12,000	6.000	0.0246	49.20
22 Cubic Yards	13,200	6.600	0.0246	49.20
25 Cubic Yards	15,000	7.500	0.0246	49.20
30 Cubic Yards	18,000	9.000	0.0246	49.20
35 Cubic Yards	21,000	10.500	0.0246	49.20
40 Cubic Yards	24,000	12.000	0.0246	49.20
50 Cubic Yards	30,000	15.000	0.0246	49.20

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT PLANNER
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: DONATIONS TO THE CHINESE TEMPLE & MUSEUM COMPLEX

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider accepting a collection of various items to the Chinese Temple & Museum Complex.

DISCUSSION

In 2015, the City received a donation containing:

- 1 “Familie Rose” altar set (3 covered jars, 2 vases) of the Yongzheng Period (1723-1736)
- *Chinese Porcelain and Hard Stones*, Edgar Gorner & J. F. Blacker, Vol. I & II (with acknowledgements and artworks of donated pieces)
- *Pottery & Porcelain Marks*, Hooper & Phillips (1896)
- Accompanying documentation (e.g. M.H. de Young Memorial Museum (1959) & Stanford University Art gallery & Museum (1954) exhibit loan documents, hand-written history of how the items were acquired, and a hand-written document describing the assumed value.

The donations have been reviewed by Thil Chan Wilcox, Lead Docent of the Oroville Docents Association and Docent of the Chinese Temple, and has been deemed acceptable to add to the collection. The altar set is dated prior to the desired collection period but still considered in compliance with Park Commission Policies & Procedures No. 20, which calls for items accepted and placed in the Chinese Temple to have particular emphasis on the years 1863 through 1936 due to the quality and rarity of the altar set. Additionally, the books and documents are in compliance with Park Commission Policies & Procedures No. 20.

A professional appraisal of the donated items was conducted in February of 2016, courtesy of the Friends of the Parks. The valuation of the Yongzheng period (1723 – 1736) Famille Rose Five-Piece Garniture altar vases is placed at \$37,000, and the value

of the Chinese Porcelain & Hardstone books was valued at \$15,500. What was taken into consideration was the unique provenance of the exact Famille Rose Five-Piece Garniture referenced within the book (“Chinese Porcelain and Hardstones”). The items were reviewed and accepted with recommendation for approval by City Council at the Park Commission meeting on September 14, 2015. The appraisal was conducted at the Chinese Temple and Museum Complex on January 27, 2016, in the presence of Dawn Nevers, Assistant Planner, Thil Chan Wilcox, Vice Mayor and Lead Docent for the Temple Complex, Wade Atteberry, Public Works Supervisor, and Janice Clay, Temple Complex Docent. The full appraisal report was received by the City on October 19, 2016, causing the delay of the full acceptance of the donation.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Accept the collection of various items to the Chinese Temple & Museum Complex, as indicated in this staff report.

ATTACHMENT(S)

- A - Appraisal
- B - Summary & Research
- C - Temporary Receipt
- D - Deed of Gift
- E – Donation Object History Form

Appraisal Report

Prepared for G. Loren Gill

Appraisal ID: OrovilleTempledonation



Report Date: October 19, 2016

Object ID: 1

Fair Market Value: \$37,000.00

Category: Asian Antiques

Description: A Yongzheng period (1723 – 1736) Famille Rose Five-Piece Garniture
Comprising two beaker vases and three baluster vases and covers, each applied with colorful flowers and blossoming vines on a all over white and dusty rose ground. Sizes ranging 11 1/4 inches
Condition: Overall condition of fair to good showing signs of old repair and minor chip to rim

Provenance: Formally in the collection of Mrs. Paul Nelke, London England.
Note: Illustrated EDGAR GORER AND J.F. BLACKER, CHINESE PORCELAIN AND HARDSTONES, VOLS I-II, LONDON, QUARITCH, 1911. Plate/Figure 206.
Note: Exhibited in 1959 at the M.H. de Young Memorial Museum San Francisco "Collectors Choice Exhibition"

Comparables: Christie's Sale: Mandarin & Menagerie: The Sowell Collection and Chinese Export Art From Various Owners
26 January 2015, New York, Rockefeller Plaza
A LARGE FAMILLE ROSE FIVE-PIECE GARNITURE
QIANLONG PERIOD 1735-1796
Price Realised USD 60,000
Christie's Sale: Mandarin & Menagerie: The Sowell Collection and Chinese Export Art From Various Owners
26 January 2015, New York, Rockefeller Plaza
A FAMILLE ROSE FIVE-PIECE GARNITURE
CIRCA 1740
Price Realised USD 10,000

Narrative: Although the above comparables vary greatly in value (from \$10,000 - 60,000), they do offer similar attributes to the subject property. The strongest argument for added value is the subject property's unique provenance -- namely, that it is the exact example illustrated in 1911 reference book "Chinese Porcelain and Hard Stones," Volume I & II, Edgar Gorer & J. F. Blacker, published by Bernard Quaritch (plate/figure 206). Therefore, taking this into consideration, the fair market value conclusion for this item is \$37,000.

Images for Object ID 1



Appraisal Report

Prepared for G. Loren Gill

Appraisal ID: OrovilleTempleDonation

Report Date: October 19, 2016

Object ID: 2

Fair Market Value: \$15,500.00

Category: Asian Antiques

Description: GORER, Edgar and J.F. BLACKER. Chinese Porcelain and Hard Stones. London: Quaritch, 1911.
Chinese Porcelain and Hard Stones, Volume I & II Hardcover Books, Edgar Gorer & J. F. Blacker, published by Bernard Quaritch, 1911. Two volumes, quarto, folio, 388 colour plates total, Limited Edition

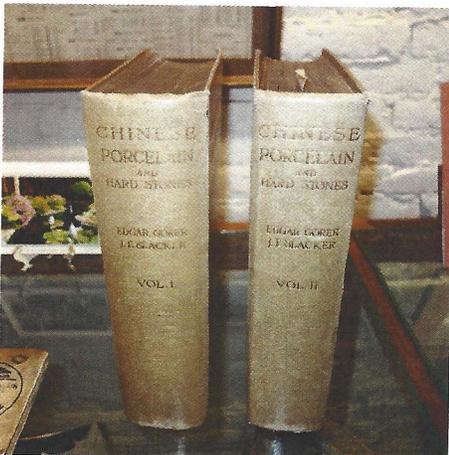
Condition: Overall condition good

Provenance: Formally in the collection of Mrs. Paul Nelke, London England.

Comparables: Christie's 2011 New York, Rockefeller Plaza
Lot 883: GORER, Edgar and J.F. BLACKER. Chinese Porcelain and Hard Stones. London: Quaritch, 1911.
Price Realised USD 12,000
Christie's 2012 New York, Rockefeller Plaza
Lot 883: GORER, Edgar and J.F. BLACKER. Chinese Porcelain and Hard Stones. London: Quaritch, 1911.
Price Realised USD 40,000
Sotheby's: 2014 THE JULIAN THOMPSON STUDY COLLECTION
EDGAR GORER AND J.F. BLACKER, CHINESE PORCELAIN AND
HARDSTONES,
VOLS I-II, LONDON, QUARITCH,
Price Realised USD 12,431

Narrative: The above comparables for the most part are in a range around \$12,000. The \$40,000 example, although impressive, was deemed as an anomaly and left out of the value calculation for this subject property. What was taken in consideration was the unique provenance of both the reference book ("Chinese Porcelain and Hard Stones"), which illustrates exactly item number one of this appraisal the (Yongzheng period [1723 - 1736] Famille Rose Five-Piece Garniture). Therefore, taking this into consideration, the fair market value conclusion for this item is \$15,500.

Images for Object ID 2



Appraisal Report

Prepared for G. Loren Gill

Appraisal ID: OrovilleTempledonation

Report Date: October 19, 2016

Report Totals

Fair Market Value:

\$52,500.00



November 5, 2015

Subject: Multiple items donated to the Chinese Temple & Museum Complex

- 1 “Famille Rose” altar set (3 covered jars, 2 vases) of the Yonzheng Period (1723-1736)
- *Chinese Porcelain and Hard Stones*, Edgar Gorner & J. F. Blacker, Vol. I & II (with acknowledgements and artworks of donated pieces)
- *Pottery & Porcelain Marks*, Hooper & Phillips (1896)
- Accompanying documentation (e.g. M.H. de Young Memorial Museum (1959) & Stanford University Art gallery & Museum (1954) exhibit loan documents, hand-written history of how the items were acquired, and a hand-written document describing the assumed value.

Donor & Contact: G. Loren Gill (530) 990-5494

Complied by: Dawn Nevers, Administrative Assistant

Summary:

The donor has requested that the 1 “Famille Rose” altar set (3 covered jars, 2 vases) of the Yung-Ching Period (1723-1735), and additional items noted above, be placed in the Chinese Temple museum. The altar set has been reviewed by Thil Wilcox, Lead Docent of the Oroville Docents Association and Docent of the Chinese Temple, and has been deemed acceptable to add to the collection. Additionally, the donated item is dated prior to the desired collection period but still considered in compliance with Park Commission Policies & Procedures #20 which calls for items accepted and placed in the Chinese Temple to have particular emphasis on the years 1863 to 1936 due to the quality and rarity of the altar set.

The donated item is reflective of the Yung-Ching Period (1723-1735), though a short period of reign, it was noteworthy because of the Emperor’s personal interest in the Imperial factories and the attention to the quality and detail of the porcelain. The “famille rose” collections are considered to be of high value to oriental China porcelain collectors because of their quality and vivid decoration. Approximate value is unknown at this time.

In addition to the altar set, the Mr. Gill has donated a set of books with acknowledgements and artworks of donated altar set: *Chinese Porcelain and Hard Stones*, Edgar Gorner & J. F. Blacker, Vol. I & II. The approximate value is \$1500 - \$2000. A third book, *Pottery & Porcelain Marks*, Hooper & Phillips (1896), is not rare and in poor condition but will prove useful in determining the age and origin of museum artifacts.

Lastly, documentation (e.g. M.H. de Young Memorial Museum (1959) & Stanford University Art gallery & Museum (1954) exhibit loan documents, a hand-written history of how the items were acquired, and a hand-written document describing the assumed value. The donor has not placed a value on the items.

CITY OF OROVILLE Museums
DEPARTMENT OF PARKS AND TREES
TEMPORARY RECEIPT

Tracking Number: _____

Permanent Accession number <u>2015-07</u> <small>Number assigned after acceptance</small>
--

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of the Chinese Temple. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of City Museums. The Parks Commission cannot guarantee that any objects by donation will be displayed or exhibited in the museum. No employee of the City of Oroville can undertake to appraise or attach a value to any object.

Received from: G. LOREN Gill Phone: 990 5494Address: 1673 BALD ROCK RD. BERRY CREEK City/Zip: 95916Description of Item(s) (continue on back):1 - ALTER SET, FAMILLE ROSE - 5 PICES

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this object(s) the object(s) must be removed from the Museum within 30 days of notification. Any object not removed by this deadline shall automatically become the property of the City of Oroville and shall be subject to disposal.

Final acceptance or rejection of this gift will be made at the next meeting of the Oroville Parks Commission, on _____.

The Museum shall exercise the same care with respect to the object(s) covered by this receipt as it does with respect to its own property of similar kind or nature, **however**, object(s) left for consideration to the collection are left at your own risk.

The object(s) will be returned to the donor/authorized agent, upon surrender and signature of this receipt. If object(s) are not accepted into the collection of the Museum, do you want the object(s) returned?

YES, return the object(s) **NO**, do not return the object(s). Disposition to be appropriate.

I have read and agreed to the conditions stated:

Donor: G. LOREN GILL Date: 9-8-15

Received by: _____ Date: _____

City of Oroville Museums
Department of Parks & Trees

ATTACHMENT D

Deed of Gift

Accession Number _____

Donor: G. LOREN Gill

Phone: 990-5494

Address: 1673 BALD ROCK RD - BERRY CREEK 95916

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

1. 1 altar set, famille rose, medallions of flower in overglaze enamel Yung-Cheng of five pieces. (documentation from M. H. de Young Memorial Museum, Stanford University Art Gallery & Museum & History)
2. Chinese Porcelain and Hard Stones, Edgar Gorer & J.F. Blocker VOL. I&I
3. Pottery & Porcelain Marks, Hooper & Phillips (1896)

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

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

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

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

Signature of Donor G. Loren Gill

Date 11 9-8-15

Accepted by _____

Date _____

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

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

Donor Name: G. LOREN Gill Phone: 990 5494
 Address: 673 BALD ROCK RD. City: BERRY CREEK State: CA Zip: 95916
 Object Name: 1 SET ALTER - M FAL FAMILLE ROSE - 5-PIECES

This box to be filled out by Museum Staff

Accession Number: 2015-07 Catalog Number: _____

1. How did the object come into their possession? Was it:

A. In the family?

I. What was the family name? GILL

II. What was the family relationship to the donor? MOTHER

III. Where did the family live? OAKLAND CA.

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

B. Purchased?

I. From whom?

II. Where? _____ When? _____

III. How much was paid? 0

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

C. Given to donor?

I. When? 25 years ago Where? _____

II. By whom? MOTHER

III. What was the relationship to the donor?

IV. Why was it given?

D. Found?

I. When? NA. Where? _____

II. Any unusual circumstances surrounding the find?

2. Use of the object:

- a. How was the object used? (Describe action: ex. "John held it in his left hand and pumped it with his foot.")
- b. Who used or wore the object?
- c. When was it used? (Every day/ holidays/ in the winter, spring, etc/ during a certain time period/ for a certain situation) DISPLAY
- d. Where was it used? (Exact locations - In kitchen/ in barn/ in California)
- e. What did its use signify?
- f. Why has this object survived or been saved? FAMILY

3. Manufacture of the object:

- a. Who made it?
- b. When was it made? 1723 - 1736 c. Where was it made? CHINA
- d. Why was it made?
- e. How does it / did it work?
- f. Who altered or repaired it?
- g. When was it altered or repaired? Where?
- h. Why was it altered or repaired?

4. Are there any photographs of the object? BOOK CHINESE PORCEUNE & HARD STONE
a. Showing use of location? TWO VOLUMES.

b. Related photos or people or places?

5. Are there any interesting stories connected with the object? (Please attached separate paper if necessary)

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

- a. Oroville History
- b. Butte County History
- c. California History
- d. United States History
- e. World History

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
DONALD RUST, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: 2017 ANNUAL LONG-TERM MONITORING REPORTS FOR
HOME MULTI-FAMILY RENTAL HOUSING PROJECTS**

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, in the amount of \$10,000, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects.

DISCUSSION

The City of Oroville, as a State recipient, is responsible to State Department of Housing and Community Development (HCD) for long-term monitoring of HOME-assisted rental projects for the entire period of affordability. HCD, as a participating jurisdiction, is responsible to the federal Department of Housing & Urban Development (HUD) to ensure that State Recipients are monitoring appropriately for continued compliance with federal and state regulations. Any State Recipient which fails to maintain the affordability requirements for HOME-assisted rental housing projects will be required to repay the Department in full (including any required interest). The City, as a State Recipient, must have sufficient written policies and procedures to monitor HOME-assisted rental projects to ensure continued compliance with federal regulations by confirming that the monitoring staff is following established policies and procedures; and verifying that monitoring, recordkeeping, and retention is in compliance with the HOME Final Rule.

The City multi-family projects are listed below:

1. Oroville Manor, Grant No. 03-HOME-0684 (71 units)
2. Oroville Family Housing, Grant No. 94-HOME-0102 (50 units)
3. Hillview Ridge I, Grant No. 06-HOME-2407 (71 units)
4. Hillview Ridge II, Grant No. 08-STBG-4482 (51 units)

In order to comply with the long-term monitoring of the City's four grant funded multi-family rental projects the City staff requested quotes from six (6) organizations; receiving only two (2) responses:

Consultant	Quote Amount
R. L. Hastings and Associates, LLC	\$10,000
JoAnn Anders	Did not submit proposal due to workload

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

FISCAL IMPACT

Funding is available in the HOME Grant Funds Account No. 7021-6360-HOME15GA and HOME Program Income Account No. 7091-6360-4558455, in the amount of \$10,000.

RECOMMENDATION

Adopt Resolution No. 8555 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$10,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS - (Agreement No. 3197).

ATTACHMENTS

Resolution No. 8555
Agreement No. 3197

**CITY OF OROVILLE
RESOLUTION NO. 8555**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH R.L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$10,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS

(Agreement No. 3197)

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement between the City of Oroville and R. L. Hastings & Associates, LLC. A copy of the Agreement is attached hereto as Exhibit "A."
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 15, 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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **November 15, 2016** by and between the **City of Oroville**, a municipal corporation (“City”) and **Roy L. Hastings & Associates, LLC, 1765 Carson Rd., Placerville, CA 95667** (“Consultant”).

RECITALS

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

AGREEMENT

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

Consultant shall complete the Annual Home Project Compliance Report for Assisted Rental Projects: 1) Housing Authority of Butte County, Hammon Park (50 units), 2) HPD Oroville Manor, CA LP, Oroville Manor (71 units) and Hillview Ridge 1 (71 units), 4) Hillview Ridge II (51 units).

The Scope of Work entails the completion of all required documentation including the following six (6) documents for each project and their submittal on behalf of the City of Oroville to the California Department of Housing and Community Development by March 1, 2017:

Agreement No. 3197

- The Original Annual Monitoring Report;
 - A Copy of the Annual Project Compliance Report;
 - A Copy of a completed Form HUD-52667 “Allowances for Tenant Furnished Utilities and Other Services”;
 - A Copy of the last long-term monitoring Summary Letter
 - A Copy of the last long-term monitoring Clearance Letter;
 - A Copy of the Annual Affirmative Marketing Analysis Report.
2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by June 30, 2017.
 3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: In no event shall Consultant’s compensation exceed the amount of Ten Thousand Dollars (\$10,000.00). Payment by City under this agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
 4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant’s invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.
 5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant

shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

Agreement No. 3197

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

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

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee

Agreement No. 3197

of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. CONSULTANT'S BOOKS AND RECORDS.

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

Agreement No. 3197

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

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

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

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

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

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

Agreement No. 3197

agents, employees or volunteers.

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

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

If to Consultant:

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

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
 21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
 22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all
- Agreement No. 3197**

rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
 24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
 25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
 26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
 27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing
- Agreement No. 3197**

litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
 29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
 30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or
- Agreement No. 3197**

violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable **Agreement No. 3197**

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

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

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed,
Agreement No. 3197

sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
 - c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.
35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any **Agreement No. 3197**

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

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

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under **Agreement No. 3197**

any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

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

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other **Agreement No. 3197**

agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or
- Agreement No. 3197**

applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

CONSULTANT

Roy L. Hastings, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT PLANNER
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: REQUEST FROM THE OROVILLE YMCA TO USE ONE OF THE
SIX CITY EVENTS FOR REHERSAL OF THEIR PRODUCTION**

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider a request from the Oroville YMCA, for the use of one of the six events available for the City's use at the State Theater, at no rental cost per the current Master Agreement with State Theatre Artists' Guild (STAGE).

DISCUSSION

The Oroville YMCA has requested the use of the historic State Theater for their production of *Misplaced Toys* to be held on December 10th and 11th, 2016. The Oroville YMCA has also reserved the State Theater for two days to rehearse on December 8th and 9th, 2016. The YMCA has reserved a total of four days; two rehearsal days and two event days. Due to the mounting rental costs, the Oroville YMCA is requesting support from the City with the use of one City event day, per the agreement with STAGE, to cover the cost of the two rehearsal days.

The agreement stipulates that STAGE will allow a maximum of six events for the City's internal use at the Theatre at no rental cost. Additional stipulations include the City providing all support needed including technical, coordination and clean-up of the theater after the event. The Oroville YMCA has worked out an agreement with STAGE to handle any needed support.

Current events requested by the City of Oroville include the State of the City Address (February 2017) and the Veterans Film Festival (November 2016), leaving four unreserved events for the year.

FISCAL IMPACT

None at this time.

RECOMMENDATIONS

Provide direction, as necessary.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT PLANNER
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: REQUEST FROM BUTTE COUNTY OFFICE OF EDUCATION,
CALKIDZ, TO PARTNER WITH THE CITY TO SUBMIT A
PROPOSAL FOR CITIES COMBATING HUNGER THROUGH
AFTERSCHOOL AND SUMMER MEAL PROGRAMS (CHAMPS)**

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider a request from the Butte County Office of Education (BCOE), CalKidz to partner in the submission of a proposal, with the City as the lead, for the Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS).

DISCUSSION

In January 2012, with support from the Walmart Foundation, the National League of Cities (NLC) Institute for Youth, Education, and Families and the Food Research and Action Center (FRAC) launched a project to help local leaders reduce child hunger in their communities by expanding participation in the federal Afterschool and Summer Meal Programs. Grants from \$5,000 to \$40,000 are available for cities that demonstrate a strong commitment to launch or expand local efforts to provide afterschool and summer meals utilizing the federal nutrition programs. The project's grant period will run from June 2016 through December 2017.

The CalKidz, BCOE (CalKidz) is a Summer Food Service Program for the prevention of child food insecurity by providing nutritious meals to children in low income areas when they are out of school for 15 or more continuous days. The CalKidz Summer Food Service Program was available at 10 sites in Oroville in the summer of 2016 and served more than 28,700 meals to children 18 years and younger. The 10 sites referenced were all open to the community and they could walk in during serving times and eat for free.

CalKidz is requesting to partner with the City of Oroville to prepare and submit a proposal, with the City as the lead for the project. The submission requires the

City to directly sponsor new meal programs and/or to promote and expand summer and afterschool programs that already serve meals to children in the city in order to increase participation. Strategies may include, but are not limited to:

- City agencies becoming sponsors of new summer and afterschool meal sites;
- Increasing the capacity of key Afterschool and Summer Meal Program providers that partner with the city;
- Developing or strengthening existing infrastructure that supports the Afterschool and Summer Meal Programs and provides healthy meals to low-income children year-round;
- Conducting intensive outreach and promotion of the availability of afterschool and summer meals, such as city-sponsored events for families, flyers and other promotional materials, and online or social media campaigns; and
- Testing new and creative strategies to increase participation.

Should the Council approve moving forward with a proposal for the CHAMPS program, staff will begin working with the CalKidz staff and Patrice Chamberlain, Director of California Summer Meal Coalition a program of the Institute of Local Government, to develop a program to provide afterschool and summer meals in coordination with the existing CalKidz Program. A multi-faceted marketing campaign will be developed, in English and Spanish, to increase the overall program awareness.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Provide direction, as necessary.

ATTACHMENT(S)

- A - CHAMPS Request for Proposal
- B - CalKidz, BCOE Summer Food Service Program
- C - Oroville Districts 14-15 Free Reduced Rates Chart
- D - CHAMPS 2016-2017 Cohort Project Highlights
- E - Providence Playbook Example final



REQUEST FOR PROPOSALS

Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS)

An initiative to help city agencies reduce child hunger in their communities by expanding participation in the federal Afterschool and Summer Meal Programs

Grant Period: June 2016 – December 14, 2017

Proposals Due: Application will be accepted and funded on a rolling basis until December 14, or until funds run out.

- We encourage cities with existing meal programs to submit proposals as early as possible before funds run out.
 - To learn more about the project, listen to this informational webinar held on May 23:
<https://attendee.gotowebinar.com/recording/viewRecording/3863180658157753348/1337902616145022467/hansene@usd204.net>
-

With Support from the Walmart Foundation

Request for Proposals Cities Combating Hunger through the Afterschool and Summer Meal Programs

Deadline: December 14, 2016

***Applications will be considered on a rolling basis
through December 14 or until funds run out.***

Background

In January 2012, with support from the Walmart Foundation, the National League of Cities (NLC) Institute for Youth, Education, and Families and the Food Research and Action Center (FRAC) launched a project to help local leaders reduce child hunger in their communities by expanding participation in the federal Afterschool and Summer Meal Programs. The Cities Combating Hunger through the Afterschool and Summer Meal Programs (CHAMPS) initiative has drawn upon the NLC's deep experience supporting city efforts that improve local afterschool programs and connect their residents with federal benefits, as well as FRAC's expertise in advancing best practices and policies for reducing hunger in communities across the country. The project has had great success in engaging municipal government in promoting and supporting federally-reimbursed meal programs and reducing hunger among children in local communities. A total of 44 cities have participated in the CHAMPS project thus far.

Now in its fifth year, NLC's CHAMPS initiative seeks to work with cities on a state-based approach in partnership with local anti-hunger organizations and state municipal leagues. These organizations in three states – Alabama, California, and Kansas – will work with city leaders and city agencies to increase participation in both the Afterschool and Summer Meal Programs. Our collective goal is for cities in these states to provide meals to at least 30,000 new children. To reach this goal, city agencies will be encouraged to directly sponsor new meal programs and/or to promote and expand summer and afterschool programs that already serve meals to children in the city in order to increase participation.

All cities that sign up to be a part of the CHAMPS project will receive the following opportunities, resources, and support from NLC and FRAC:

- An opportunity to apply for grant funding (with this RFP)
- Targeted technical assistance and project support from a leading anti-hunger organization in your state.
- Resources on meal program implementation, including best practices gained from our experience working with city agencies since 2012 to increase participation and add sites.
- Peer-learning and sharing opportunity through monthly technical assistance calls with other cities throughout your state similarly working on implementing meal programs.
- Assistance and guidance developing and implementing plans to increase program participation through one-on-one interaction, as needed, with NLC and FRAC staff throughout the duration of the grant period.
- Participation in 2 statewide convenings to share successes with, as well as learn from, other cities across the state.
- Recognition through NLC, FRAC, and state municipal league newsletters, websites, and social media of your contributions to the statewide success in increased participation in both Afterschool and Summer Meal Programs.

Request for Proposals

Cities Combating Hunger through the Afterschool and Summer Meal Programs

Funding Opportunity

As part of this initiative, cities in the three states have the opportunity to apply for grants to create year-round, coordinated feeding efforts that expand participation in both the federal Afterschool and Summer Meal Programs.

Grants from \$5,000 to \$40,000 are available for cities that demonstrate a strong commitment to launch or expand local efforts to provide afterschool and summer meals utilizing the federal nutrition programs. The project's grant period will run from June 2016-December 2017.

NLC and FRAC will select up to 10 cities in each of the three states that we are working in (Alabama, California, and Kansas) to receive grant funding using the selection criteria described below. Whether or not a city receives funding, all cities that sign up to participate in CHAMPS will receive technical assistance, access to best practices and national experts, and opportunities for peer learning and exchange as they develop strategic approaches for their city to increase utilization of the Afterschool and Summer Meal Programs.

Proposed strategies for grant funding can support a city-wide campaign or effort to increase meal program participation, or they can support specific city sponsored meal program sites in ways that will increase participation. Strategies may include, but are not limited to:

- City agencies becoming sponsors of new summer and afterschool meal sites;
- Increasing the capacity of key Afterschool and Summer Meal Program providers that partner with the city;
- Developing or strengthening existing infrastructure that supports the Afterschool and Summer Meal Programs and provides healthy meals to low-income children year-round;
- Conducting intensive outreach and promotion of the availability of afterschool and summer meals, such as city-sponsored events for families, flyers and other promotional materials, and online or social media campaigns; and
- Testing new and creative strategies to increase participation.

NLC and FRAC will give preference to city-led projects with demonstrated commitment and capacity to expand access to meals through existing citywide afterschool and summer programming initiatives that could incorporate schools, parks and recreation centers, human services departments, churches, and nonprofit-run afterschool and summer programs in the community.

Request for Proposals

Cities Combating Hunger through the Afterschool and Summer Meal Programs

Proposal Instructions

Only city agencies located in Alabama, California or Kansas will be considered for a CHAMPS grant. We will review applications for this grant on a rolling basis beginning May 15 through December 14. We encourage cities with existing meal programs to submit proposals as early as possible. **Only cities who work on both the Summer and Afterschool Meal Program will be considered for the grant funds.**

To apply for a grant, please submit the following:

- 1) **Cover page** (see page 8)

- 2) A **narrative** (3-4 pages) which includes the following information:
 - a) ***Description of the Prevalence of Child Hunger and Food Insecurity in your City:***
Please describe the prevalence of child hunger and food insecurity in your city, including participation rates in the federal National School Lunch Program (NSLP), and any other information that demonstrates your city's need for support in launching or expanding the Afterschool and Summer Meal Program participation.

 - b) ***Afterschool Meal Programs in your City:*** Please provide an overview of the current state of Afterschool Meal Programs in your city. If your city has not yet begun an afterschool meal program, as part of this project **cities are expected to begin implementation of the Afterschool Meal Program in fall of 2016.** Please share as much information as you have about the sponsors of these programs, including:
 - i. Number of existing sites
 - ii. Number of children served by those sites (or average daily participation (ADP))
 - iii. Total number of meals served
 - iv. What are some barriers that have prevented children from participating in these programs?

 - c) ***Summer Meal Programs in your City:*** Please provide an overview of the current state of Summer Meal Programs in your city. Please share as much information as you have about the sponsors of these programs, including:
 - i. Number of existing SFSP sites
 - ii. Number of children served by those sites (or ADP)
 - iii. Total number of meals served
 - iv. What are some barriers that have prevented children from participating in these programs?

 - d) ***Project Goals:*** Please describe your city's goals to reduce hunger with funding from the CHAMPS project. Please include your specific goals for adding meal sites and the number of children you hope to reach with meals for **both the Afterschool and Summer Meal Programs.**

Request for Proposals
Cities Combating Hunger through the Afterschool and Summer Meal Programs

PROJECT METRIC	CITY GOAL
Existing CACFP Sponsor (s)	
Projected increase in CACFP participation (# of children or average daily participation (ADP))	
Projected increase in # of CACFP sites	
Projected increase in total meals served	
Existing SFSP Sponsor (s)	
Projected increase in SFSP participation (# of children or average daily participation (ADP))	
Projected increase in # of SFSP sites	
Projected increase in total meals served	

- e) **Scope of Work:** Please detail how you will create or expand the Afterschool and Summer Meal Programs in your community. Please include:
- i. **Participating City Representative:** What city agency and/or city representative is taking the lead for this project? Please describe why this agency/representative is interested in this effort and the role that the person leading this effort will play in helping to achieve the project goals.
 - ii. **Proposed Strategies:** Describe the steps the city will take to achieve the project’s goals:
 - Describe any plans for the city to directly sponsor meal programs;
 - Explain how you propose to increase family participation in meal programs;
 - Share how you will track program participation and project efforts;
 - Describe any specific technical assistance you need from NLC and your anti-hunger organization that could help you reach your goals.
 - iii. **Key Partners and Their Roles:** Please describe the partners you would like to work with to achieve your project goals – both confirmed and anticipated.
 - iv. **Timeline:** Please outline key milestones with dates for your scope of work.
- f) **Demonstrated Commitment and Role of Local Elected Officials:** Please describe how any local elected officials in your city have supported the goal to reduce child hunger. How will the elected official(s) and other city representatives engage in this effort to increase participation in both Afterschool and Summer Meal Programs in your city – e.g. speaking engagements, convening high level stakeholders, producing written communications, issuing city proclamations supporting the program, etc.?
- g) **Relationship with State Agency and Anti-hunger Organization:** Please describe any relationship you or others in the city have with the agency within your state department of education that is responsible for overseeing the federal Afterschool and Summer Meal Programs. Also, if you have a relationship with any anti-hunger groups in your state, please describe that here. A state-based anti-hunger organization in each of the three states will help provide technical assistance to cities in that state, including

Request for Proposals

Cities Combating Hunger through the Afterschool and Summer Meal Programs

the Alabama Food Bank Association (Alabama), the California Summer Meal Coalition (California), and Kansas Appleseed (Kansas).

- h) Sustainability:* Please include a short description of how the programs will be sustained past December 2017 and any plans to continue work to expand participation after the grant period ends.
- i) Budget:* Please include a detailed budget and description of proposed use(s) of grant funds including any key dates for planned expenditures.

Allowable Use of Funds

While not intended to reflect all possible options, the following list contains examples of allowable expenditures*:

- Use of project consultant(s) or staff to develop and implement local strategies that increase utilization of the Afterschool and Summer Meal Programs (if funds will be used for new staff, please indicate how, if at all, staffing will be sustained after the grant ends);
- Reimbursement of start-up costs or provision of financial incentives to help existing afterschool and summer programs participate in the Afterschool and Summer Meal Programs or to increase the number of children served;
- Outreach and communications efforts (e.g., public service advertising, promotional materials, community events) designed to support increased use of the meal programs;
- Travel to attend CHAMPS statewide convenings. We will reimburse up to \$600 per person per convening, with a maximum of 2 city representatives per convening. We anticipate 2 convenings over the project period. Please include a maximum of \$2,400 in travel costs for the CHAMPS convenings.
- Data collection and/or analysis to determine the number of children currently served by the Afterschool and Summer Meal Programs and inform decisions to target specific neighborhoods or groups; and
- Minor equipment purchases necessary to facilitate the provision of meals, including coolers or cambros.

**Funds cannot be used to purchase food, including supplementary items to meals served as part of the federal nutrition programs or for infrastructure improvements.*

Eligibility and Selection Criteria

Applicant organizations must be a city agency and will be selected to receive grants based on the following criteria:

- A strong commitment by city leaders to launch or expand local efforts to provide afterschool and summer meals to low-income children year-round through the federal nutrition programs;
- Clearly defined goals that reflect the impact the grant will have on children in the community and specifically the increased participation of children in the meal programs;
- Involvement and leadership of city staff to spearhead or collaborate with a lead partner in implementing the project;
- Demonstration of knowledge about local Afterschool and Summer Meal Programs;

Request for Proposals

Cities Combating Hunger through the Afterschool and Summer Meal Programs

- A clear plan of action to reach more children through the Afterschool and Summer Meal Programs and to sustain the program when the grant period ends;
- Significant need (measured by food insecurity and food hardship data, poverty estimates, and federal nutrition program participation rates);
- A budget that clearly shows how the funds would be spent in alignment with key partners and the program goals.

Timeline and City Expectations

The project will run through December 2017 and cities may expend funds through that time period. Throughout the grant period, selected cities will keep NLC staff apprised of progress, including setbacks or unexpected challenges, and program participation data.

- *Technical Assistance:* Cities will participate fully in the technical assistance opportunities provided to them, including conference calls, webinars, and state convenings.
- *Progress Reports:* Project cities will be asked to provide two short progress updates to NLC in December 2016 and June 2017.
- *Final Report:* A final report on progress and outcomes of the project should be submitted to NLC in mid-December 2017, describing progress to date and how funds were spent. All reports must include quantitative data on program participation, including the number of new sites as well as the number of children and meals served. NLC will provide a short template for the final report.
- *State Convenings:* All cities will also be expected to participate in 2 CHAMPS meetings in your state. The location for this meeting will be determined at a later date.

Project Timeline

CHAMPS Grants RFP released	May 15
Applications due	December 14 Applications will be accepted on a rolling basis from May 15 until December 14
Cities selected and funded for grants	On a rolling basis
CHAMPS technical assistance project	June – December 2017
1 st interim report due to NLC	December 2016
2nd interim report due to NLC	June 2017
CHAMPS statewide convenings	(dates and location TBD)
Final report due to NLC	December 15, 2017
Project ends	December 2017

Application Submission

- If you have questions or would like more information, contact Jamie Nash at 202-626-3160. **Please submit all application materials prior to December 14 (funds may run out, so please submit as soon as possible!) via email to Jamie Nash at nash@nlc.org.**
- Listen to an [informational webinar](#) that was held May 23 for more information.

**Request for Proposals
Cities Combating Hunger through the Afterschool and Summer Meal
Programs**

Application Cover Page

City: _____ **State:** _____

Population: _____ **Mayor:** _____

Total Amount Requested (\$5,000-\$40,000): _____

PROJECT CONTACT: *(The lead for this project should be a staff member within city government)*

Title: _____ **City Department/ Agency:** _____

Email: _____ **Phone Number:** _____

GRANT CONTACT: *(If different than project contact)*

Title: _____ **City Department/ Agency:** _____

Email: _____ **Phone Number:** _____

If you have questions or would like more information, contact Jamie Nash at nash@nlc.org or 202-626-3160



CalKidz, BCOE



Summer Food Service Program Sponsor

Travis Sanchez- Food & Nutrition Administrator, tsanchez@bcoe.org, 530-532-5633

Purpose: To prevent child food insecurity by providing nutritious meals to children in low income areas when they are out of school for 15 or more continuous days.

Program Structure: USDA's Food and Nutrition Service funds the program nationally. The California Department of Education's Nutrition Services Division administers the program. Butte County Office of Educations CalKidz division sponsors feeding sites and are able to operate breakfast, lunch, snack, and supper (select sites) programs during the summer months. CalKidz receives funding as meals served at USDA reimbursement rates.

Eligibility: Determined on a per site basis. The site is determined to be eligible if the nearest school has at least 50% of its school year enrollment approved for free and reduced price meals, or if 50% of the children in attendance are "identified migrant", or a tribal authority certified letter stating that the location is on a tribal reservation/trust land. Summer Food program sites can be anywhere (school, church, park, bus stop, city pool, library, low income housing complex) in a community where the 50% low income criteria is met and where children can be supervised while eating. If the site is approved as a "migrant" then up to 3 meals (breakfast, lunch, and dinner) could be served. Sites that are not "migrant" will qualify for up to 2 meals (Breakfast and Lunch).

Summer 2016 Results: BCOE, CalKidz was the sponsor for 47 sites in 13 counties. We served a total of 49,378 breakfast meals, 74,361 lunch meals, 757 snacks and 2,053 dinners. CalKidz totaled 126,549 meals served to over 3,500 children daily when all sites were open during the months of June, July and August.

Combined Results of Summer 2015 & 2016: CalKidz was the sponsor for 62 sites in 13 counties serving over 260,969 Meals to over 7,000 Children.

Participation: Children 18 years of age or younger can participate at all "open" sites. The majority of our programs are "open" however we do sponsor some "closed" sites where only students enrolled at the site can participate, these are the colleges and camps. The program exists to feed children in low income areas and adults are not allowed to eat for free. At some sites we are set up to allow the purchase of adult meals but that is the exception not the rule.

Rules and Regulations: Required by USDA and each site must be in compliance to serve

- Training is required for staff directly involved in the preparation/service of meals
- Post the nondiscrimination and site rules posters
- Hang the Free Lunch banner advertising to the community at large
- Follow all State and local health and safety standards for meal preparation and service
- Serve the meal/s only during the assigned/posted time period
- Serve each child all the components of a reimbursable meal
- Count each child as they receive their meal and record at end of meal service
- Count second meals separately and record separately
- Supervise children and ensure meals are eaten in the designated eating area
- Encourage children to try new foods, and minimize waste
- Daily records of food prepared and served must be completed and turned in for review

"This institution is an equal opportunity provider."

EXHIBIT
C

District Name	School Name	District Type	School Type	Low Grade	High Grade	Enrollment (K-12)	Free Meal Count (K-12)	Percent (%) Eligible Free (K-12)	FRPM Count (K-12)	Percent (%) Eligible FRPM (K-12)
Oroville City Elementary	Bird Street Elementary	Elementary	Elementary Schools (Public)	K	5	182	168	92.3%	174	95.6%
Oroville City Elementary	Wyandotte Avenue Elementary	Elementary	Elementary Schools (Public)	K	6	308	261	84.7%	284	92.2%
Oroville City Elementary	Nonpublic, Nonsectarian Schools	Elementary	N/A			4	3	75.0%	3	75.0%
Oroville City Elementary	Oakdale Heights Elementary	Elementary	Elementary Schools (Public)	K	6	423	313	74.0%	362	85.6%
Oroville City Elementary	Central Middle	Elementary	Elementary Schools (Public)	K	8	282	191	67.7%	209	74.1%
Oroville City Elementary	Ishi Hills Middle	Elementary	Intermediate/Middle Schools (Public)	6	8	278	188	67.6%	220	79.1%
Oroville City Elementary	Stanford Avenue Elementary	Elementary	Elementary Schools (Public)	K	6	503	339	67.4%	395	78.5%
Oroville City Elementary	Ophir Elementary	Elementary	Elementary Schools (Public)	K	6	430	222	51.6%	261	60.7%
Oroville Union High	Oroville High Community Day	High School	District Community Day Schools	9	12	19	16	84.2%	17	89.5%
Oroville Union High	Prospect High (Continuation)	High School	Continuation High Schools	9	12	150	114	76.0%	124	82.7%
Oroville Union High	Oroville High	High School	High Schools (Public)	9	12	982	631	64.3%	692	70.5%
Oroville Union High	Las Plumas High	High School	High Schools (Public)	9	12	1,112	612	55.0%	694	62.4%
Palermo Union Elementary	Nonpublic, Nonsectarian Schools	Elementary	N/A			1	1	100.0%	1	100.0%
Palermo Union Elementary	Palermo Union Community Day (K-	Elementary	District Community Day Schools	K	7	1	1	100.0%	1	100.0%
Palermo Union Elementary	Palermo Union Community Day (5-	Elementary	District Community Day Schools	5	8	4	4	100.0%	4	100.0%
Palermo Union Elementary	Honcut	Elementary	Elementary Schools (Public)	K	2	11	10	90.9%	10	90.9%
Palermo Union Elementary	Helen M. Wilcox Elementary	Elementary	Elementary Schools (Public)	K	3	569	433	76.1%	489	85.9%
Palermo Union Elementary	Golden Hills Elementary	Elementary	Elementary Schools (Public)	4	5	279	197	70.6%	227	81.4%
Palermo Union Elementary	Palermo	Elementary	Intermediate/Middle Schools (Public)	6	8	410	283	69.0%	324	79.0%
Thermalito Union Elementa	Heritage Community Day	Elementary	District Community Day Schools	4	8	11	9	81.8%	9	81.8%
Thermalito Union Elementa	Sierra Avenue Elementary	Elementary	Elementary Schools (Public)	K	5	463	368	79.5%	412	89.0%
Thermalito Union Elementa	Plumas Avenue Elementary	Elementary	Elementary Schools (Public)	K	5	281	220	78.3%	237	84.3%
Thermalito Union Elementa	Nelson Avenue Middle	Elementary	Intermediate/Middle Schools (Public)	6	8	414	316	76.3%	348	84.1%
Thermalito Union Elementa	Pioneer Community Day	Elementary	District Community Day Schools	3	6	4	3	75.0%	3	75.0%
Thermalito Union Elementa	Poplar Avenue Elementary	Elementary	Elementary Schools (Public)	K	5	235	171	72.8%	186	79.1%
						7,356	5,074	69%	5,686	77%

City	State	Meal Program Sponsor	Key Strategies to Increase Participation in Meal Programs	Project Lead
Alabaster	AL	Alabaster City Schools	<ul style="list-style-type: none"> Utilize a mobile meal strategy in the summer that will deliver to neighborhoods, city parks and churches Issue a mayoral proclamation 	Karen Fillingim, Executive Assistant to the Mayor, City of Alabaster Kfillingim@cityofalabaster (205) 664-6831
Huntsville	AL	Huntsville City Schools	<ul style="list-style-type: none"> Incorporate more produce into their meals by partnering with the Food Bank of North Alabama Increase meals served to sports teams and other students afterschool Purchase an additional truck to serve mobile meals Develop an MOU that creates a partnership between the City of Huntsville and Huntsville City Schools to help share information about meal programs on city website, social media and other public formats 	Michelle Jordan, Planning Director Planning Dept., City of Huntsville (256) 427-5411 michelle.jordan@huntsvilleal.gov
Mobile	AL	SFSP: Mobile County Public Schools, CACFP/SFSP: Feeding the Gulf Coast Food Bank	<ul style="list-style-type: none"> Utilize a mobile meal strategy Educate local elected leaders about meal program work and the ways they can become involved and share opportunities with their constituents. 	Matthew Capps, Senior Director, City of Mobile Parks & Recreation, mcapps@cityofmobile.org
Tuskegee	AL	City of Tuskegee Parks & Recreation	<ul style="list-style-type: none"> Implement a mobile meal strategy by purchasing two vans to reach sports teams and other kids in the community Serving meals on weekends Improve Parks & Recreation facility in order to serve meals, purchase chairs/tables, purchase equipment such as refrigerator, freezer, and ice machine. 	AD Drew, Director, City of Tuskegee Parks & Recreation, tuckegeerec@gmail.com, (334) 539-2086

Glendale	CA	SFSP: City of Glendale Library, CACFP: City of Glendale Library and Glendale Unified School District	<ul style="list-style-type: none"> • Serve meals to parents and kids at library sites • The Glendale Youth Alliance will provide student workers to help with marketing materials for summer program 	Theresa Robinett Senior Library Supervisor, Glendale Library, Arts & Culture, trobinett@glendaleca.gov, (818) 548-2036
Riverside	CA	Riverside Unified School District	<ul style="list-style-type: none"> • Integrate enrichment into meal program sites • Implement a mobile meal program utilizing taco carts • Implement parent meals after holding stakeholder meetings to develop a work plan 	Eddy Jara, Community Wellness Coordinator, Mayor's Office, ejara@riversideca.gov, (951) 826-5813
Stockton	CA	Stockton Unified School District	<ul style="list-style-type: none"> • Public health advocates will assist in summer meal program site recruitment • Engage a PR firm, develop promotional campaign in multiple languages, host a back-to-school event and pre-summer event • Provide enrichment and wrap-around programs (parent education, literacy skills, health and nutrition). Complete enrichment assessment • Work with school district, and San Joaquin County Human Services Agency to determine site eligibility 	John Alita, Director, City of Stockton Community Services, john.alita@stocktonca.gov (209) 937-8373
Kansas City	KS	Kansas City Unified Schools	<ul style="list-style-type: none"> • Utilizing Healthy Communities Wyandotte coalition and the focus on nutrition in the HCWC Plan • Promoting mayoral proclamations through PSAs and statements to advertise the new sites • Promote mobile meal van • Provide an incentive to parents to bring their kids to the site, and track with meal participation cards 	Alyssa Carodine, Coordinator, Unified Gov't Public Health Dept., acarodine@wycokck.org, (913) 573-6751

CITIES STRONG TOGETHER

Lawrence	KS	Lawrence City Schools, CACFP: Boys and Girls Club	<ul style="list-style-type: none"> • Utilize GIS analysis of current and potential sites • Work with a focus group to asses perceived barriers to the participation • Expand partnerships with inter-faith organizations • Improve program promotion by focusing on middle school and high school youth, develop youth centered focus group through the KU Workgroup for Community Health 	Michael Showalter, Health Promotion Specialist, Lawrence-Douglas County Health Dept., mshowalter@ldchealth.org
Wichita	KS	City of Wichita Parks & Recreation	<ul style="list-style-type: none"> • Promotion through PSAs and social media • The Kansas Food Bank Warehouse will help deliver and store the meals 	John E. Hall, Director, City of Wichita Housing and Community Services, jehall@wichita.gov, (316) 462-3795



SUMMER FOOD SERVICE PROGRAM

Summary/Overview: The City of Providence, Rhode Island has experienced many successes while expanding participation in the Summer Food Service Program (SFSP) while also increasing engagement of elected officials around the issue of child nutrition over the past several years. Despite the high need of children in the city – almost 90 percent of Providence’s public school children are eligible to receive free and reduced-priced meals– it’s estimated that only 12 percent of the city’s youth participated in the SFSP in 2013.

By developing strong relationships with stakeholders from a variety of disciplines, including public health providers, city agencies, schools, child-care providers, and local non-profits, the city created a collective message and vision that was spread throughout the community by utilizing a comprehensive marketing campaign. This marketing campaign was so successful that it is now being used across the State of Rhode Island.

Process/Method/Strategy:

City Role: The Healthy Communities Office (HCO) focuses on healthy living policies, community coordination, and systems change throughout the City of Providence. As a city agency working behalf of Mayor Jorge Elorza and his administration, the HCO has been able to successfully promote the summer meal program as a valuable resource for children and youth in their communities. This work is done in close collaboration with the Department of Parks and Recreation, who administers the summer meals program. Mayor Elorza supported the call to action in Providence and was a keynote speaker at the [Summer Meals Kickoff event](#) during the first week of service.

Funding: The Healthy Communities Office has received funding from the National League of Cities, National Recreation and Parks Association and the Rhode Island Community Food Bank to support expansion of SFSP.

Partners: The [Healthy Communities Office](#) is partnering with the [Providence Parks and Recreation Department](#), USDA, Rhode Island Department of Education, Rhode Island Department of Human Services, Rhode Island Department of Health, Governor’s Office, United Way of Rhode Island, New England Dairy and Food Council, University of Rhode Island SNAPED, [Providence Public School District](#), Partnership for Providence Parks, Providence PlayCorps, YMCA of Greater Providence, [Rhode Island Food Bank](#), Rhode Island Kids Count, [Sodexo](#), and many local media partners.

Outcomes: Utilizing their pass-through grant funds, the team developed a multi-faceted marketing campaign, in both English and Spanish, designed to spread the word about the availability of free summer meals for kids and teens 18 and under. The messages appear around the city on printed banners, posters, police cars, city street lights, and door hangers, and appear on flags outside of the summer meal sites. In addition to printed materials, the city is making use of local English and Spanish radio stations and TV commercials to deliver the message to parents about where their kids can access free meals this summer.

2015 Summer Meal Program Successes:

Providence has addressed issues of meal quality, staff training, customer service, site visibility, and dramatically increased overall program awareness over the past three years and as a result has increased participation by the following:

- 103 SFSP sites, increased from 98 in 2013

- 5,071 kids served on average per day, increased by 135% from 2013
- 172,000 meals served, increased by 36% from 2013

Contact Information:

Azade Perin
Program Manager
Healthy Communities Office
25 Dorrance Street
Providence RI 02903
401.421.7740
Aperin@providenceri.com

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT PLANNER
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PLELIMINARY ENERGY ASSESSMENT PROGRAM
PRESENTATION AND OVERVIEW BY ABM BUILDING
SOLUTIONS, LLC**

DATE: NOVEMBER 15, 2016

SUMMARY

The Council will hear a presentation from ABM Building Solutions, LLC (ABM) and may consider their request to partner with the City of Oroville and PG&E to reduce the cities operating expenses, upgrade aging infrastructure, improve the environment for building and facility occupants, generate revenue, and help stimulate the economy.

DISCUSSION

Beginning in April of 2016, staff has met with John Burdette, and the ABM Director of Bundled Energy Solutions team, and toured multiple City facilities. ABM documented all of the systems that consume energy and water, and interviewed staff to gain an understanding of the use and operation of the facilities. Additionally, ABM has worked with PG&E to collect the energy and natural gas consumption cost data to analyze and compare to other cities to identify opportunities for savings. Within the attached preliminary assessment, ABM has identified a total of \$282,345 spent on natural gas and electric for fiscal year 2015-2016. The program proposed by ABM will save the City of Oroville \$260,226 annually, in today's dollars. ABM's program is a blend of energy conservation, demand response, and renewable energy generation measures that will bring the City close to Zero Net Energy (ZNE).

At this time, ABM is requesting to partner with the City of Oroville and PG&E to reduce the cities operating expenses, upgrade aging infrastructure, improve the environment for building and facility occupants, generate revenue, and help stimulate the economy.

FISCAL IMPACT

The City may consider entering into an agreement with ABM in an amount not to exceed \$28,000, if the City Council decides to move forward in a partnership between the City, AMB and PG&E to provide energy savings to the City.

RECOMMENDATION

Provide direction, as necessary.

ATTACHMENT(S)

A - Preliminary Energy Assessment



City of Oroville

Preliminary Energy Assessment (PEA)

November 7th, 2016



Presented by:

ABM Building & Energy Solutions

Sacramento, CA

The information enclosed in this document is the property of ABM and is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged materials. Any review, retransmission, dissemination and other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

This page intentionally left blank

Table of Contents

Table of Contents	1
Section 1: Executive Summary	2
Section 2: Company and Team Overview	5
Section 3: Building Descriptions.....	8
Section 4: Program Overview	19
Section 5: Baseline Energy Consumption	21
Section 6: Savings & Revenue Generation Potential	23
Section 7: Energy Conservation Measures (ECMs)	24
ECM-1: Interior Lighting.....	25
ECM-2: External Lighting	27
ECM-3: HVAC System Replacement.....	28
ECM-4: Variable Speed HVAC Controls	29
ECM-5: Building/Energy Management Controls System	30
ECM-6: Solar Photovoltaics (PV)	31
ECM-7: Water Conservation	32
ECM-8: PG&E QM Preventative Maintenance Program	33
ECM-9: Energy Storage	34
ECM-10: Street Lighting LED Upgrade	35
ECM-11: Lift Station and Pumping Upgrades	36
Environmental Impact / Climate Action Plan	37
Section 8: Appendix	38



This page intentionally left blank

Section 1: Executive Summary

This Preliminary Energy Assessment (PEA) serves as a follow up to the City of Oroville's Climate Action Plan (CAP). This document will highlight ABM's Bundled Energy Solutions (BES) Program which will provide a mechanism to realize the Green House Gas (GHG) reductions and sustainability enhancements as noted in the CAP while also significantly reducing the City of Oroville's operating expenses.

ABM's BES Team, consisting of energy and water conservation specialists has performed a Preliminary Energy Assessment (PEA), of the facilities for the City of Oroville, California along with significant participation from Donald Rust, Luis Topete and Dawn Nevers from the City. This analysis was offered as part of ABM's Program at no cost to the City of Oroville to qualify and determine if the City of Oroville would benefit from an Energy Savings Performance Contract (ESPC) offered through ABM's BES Program.

Over the last three months, ABM toured and documented all systems that consume energy and water at every city owned facility. Our team has interviewed staff at length to fully understand how the facilities are used and operated. We have worked intimately with Pacific Gas & Electric (PG&E) collecting the city's electrical and natural gas consumption and costs. We have benchmarked your facilities and have compared them to other cities across California to identify where the greatest opportunities for savings can be found.

ABM follows the California Energy Commissions (CEC) Loading Order, which states that municipalities must first tackle Energy Conservation Measures (ECM) to reduce electrical and natural gas consumption. Then the CEC states municipalities should tackle Demand Response (DR) to shift or shed their load to times when power is in less demand and available at a lower cost, and then size Renewable Energy Generation (REG) systems, such as solar, to generate the remaining energy requirements for the City. This approach minimizes the amount of solar generation the City of Oroville would require. This approach completely aligns with the city's Climate Action Plan.

In addition to the CEC Loading order, we have also developed a multi-phased approach for the City of Oroville as there are near term savings opportunities that we can act on to implement right away to secure significant savings, and a long-term strategy that will help the City of Oroville generate new revenue from renewable energy generation at the superfund site which has been struggling to attract new development over the past decade.

As part of our Preliminary Assessment you will see in the following pages that the City of Oroville has spent \$282,345.00 for natural gas and electricity use for fiscal year 2015-16. This preliminary energy assessment details a program that will save the City of Oroville approximately \$260,226.00 annually in today's dollars. The savings compounds over time as electricity and natural gas have historically escalated at higher rates than normal inflation of money. The 30-year historical average of utility escalation in the State of California is 6%.



We have determined a blend of Energy Conservation Measures, Demand Response, and Renewable Energy Generation Measures that will bring the City of Oroville close to Zero Net Energy (ZNE). ZNE is a term used when a municipality generates exactly that same amount of energy they consume over a one-year period. This program will result in significant savings that will help the City of Oroville reduce the current budget shortfall and become more fiscally sustainable.

The city's CAP calls for benchmarking the city's facilities to begin tracking progress towards energy efficiency and GHG reductions. Benchmarking is a key metric in this document and leads us down a path to optimize current assets. ABM's current BES Energy Conservation Program is a turnkey program from start to finish. We engineer and directly implement the conservation measures, secure all grants, rebates and incentives, arrange for funding solutions and guarantee post project performance. *There is no risk and no capital required out of the City's General Fund as performance is guaranteed*

We have reviewed the preliminary recommendations of the program with the City of Oroville's Staff and Management. The next step of the process is to enter into a Letter of Intent (LOI) with the City of Oroville. The LOI is required in order to cover a larger commitment of resources that ABM will undertake moving into the Investment Grade Audit (IGA) phase of the project. In this phase, we have hard engineering and project development costs that add up very quickly. The ABM BES Energy Conservation Program offers a shared risk model for these services.

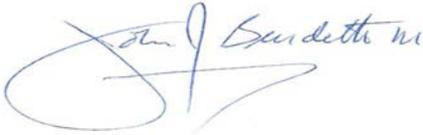


1. If we meet our savings projections and funding solutions per the LOI, the City of Oroville moves ahead with the implementation of the program, all engineering and development fees are waived!
2. If ABM energy engineering determines that we can't save the amounts of energy that we originally stated in the LOI, there is no charge to the City of Oroville for our services.
3. If for some reason, ABM meets the savings projections as originally presented in the LOI, but the City of Oroville decides not to move forward, then ABM would ask that the City of Oroville reimburse ABM for the engineering and project development costs incurred. That amount is predetermined and clearly stated in the LOI.



In summary, ABM looks forward to partnering with the City of Oroville and PG&E to help reduce the cities greenhouse gas emissions in line with the City's Climate Action Plan while also reducing operating expenses, upgrading aging infrastructure, improving the environment for building and facility occupants, potentially generating revenue and to help stimulate the local economy. Please feel free to give me a call should you have any questions or concerns.

Sincerely,



John J. Burdette III, C.E.M, C.D.S.M, LEED AP
Director, Bundled Energy Solutions - Sacramento COS

5725 Alder Avenue
Sacramento, California 95828

Mobile: +1-530-368-7886
Email: john.burdette@abm.com

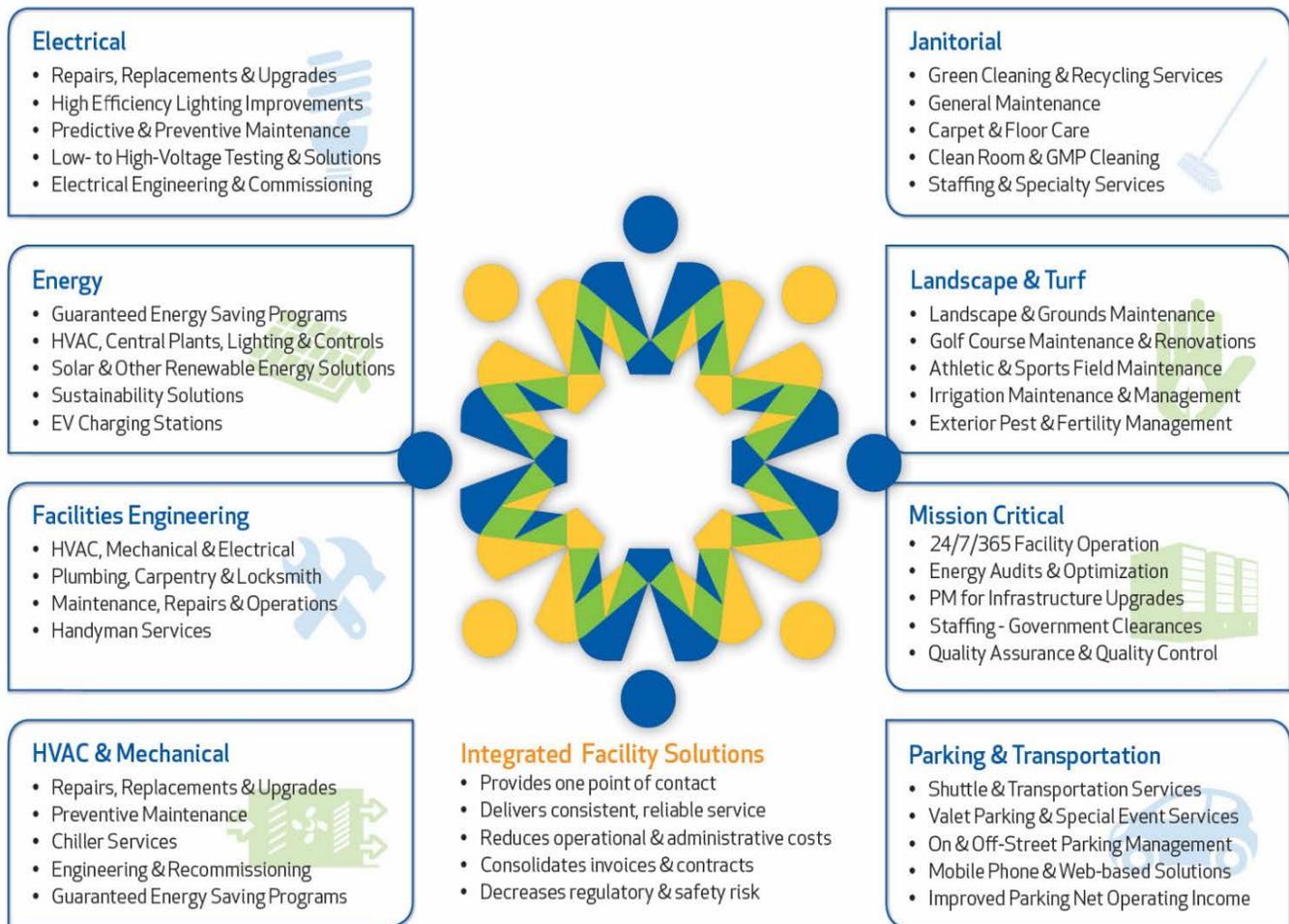


This page intentionally left blank

Section 2: Company and Team Overview

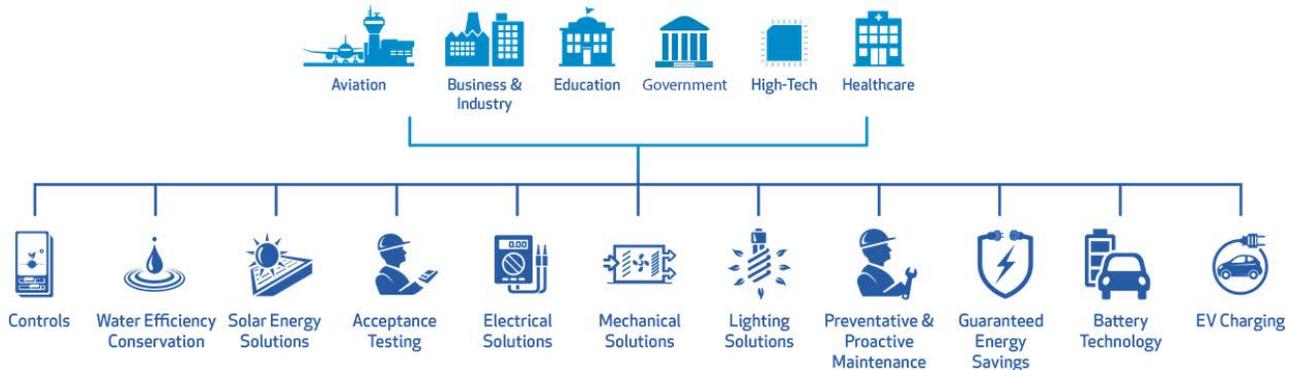
ABM (NYSE: ABM) is a leading provider of facility solutions with revenues of approximately \$5.0 billion and over 100,000 employees in 300+ offices deployed throughout the United States and various international locations. ABM's comprehensive capabilities include electrical & lighting, energy solutions, facilities engineering, HVAC & mechanical, janitorial, landscape & turf, mission critical solutions and parking, provided through stand-alone or integrated solutions. ABM provides custom facility solutions in urban, suburban and rural areas to properties of all sizes — from schools and commercial buildings to hospitals, data centers manufacturing plants and airports. ABM Industries Incorporated, which operates through its subsidiaries, was founded in 1909. For more information, visit www.abm.com.

Services We Deliver



ABM Building & Energy Solutions

ABM Building & Energy Solutions provides commercial, industrial, federal, educational and institutional building owners and facility managers with reliable, cost-effective solutions through HVAC and mechanical, electrical and lighting, electrical power, performance contracting, EV charging and solar photovoltaic services.



ABM Bundled Energy Solutions

Within ABM Building & Energy Solutions division is our Bundled Energy Services offering, which is a high-efficiency conservation, facility modernization and technical service program that addresses both the facility upgrades and funding needs of clients. This program combines ABM Building & Energy Solutions services in a cost-effective way for building owners and managers to make necessary energy and infrastructure improvements which typically reduce general fund expenditures. Bundled Energy Services (BES) projects are designed for each customer's specific requirements that result in:

- Capital Generation for the replacement of inefficient assets
- Guaranteed energy and operating cost savings
- Increased staff productivity
- Implementing Climate Action Plans
- Reduced environmental impact
- Improved occupant comfort and safety
- No Increased Burden to Taxpayers!

Developing financial solutions by reducing energy consumption and upgrading infrastructure have been an integral part of ABM's offering for over 35 years. We have performed over \$500 Million worth of energy performance contracts across more than 150 projects. Our experience in performance contracting allows us to guide clients from initial concept to completion of the project, all the while helping them avoid pitfalls a less-experienced company may struggle to recognize. Our Bundled Energy Solutions include:

- Initial Feasibility Analysis and Measurement & Verification
- Engineering Calculations & Design; Planning & Construction of Projects
- Identification and Processing of Utility Rebates and EPA Tax Incentives
- Structuring Financing Terms to Generate Positive Cash Flow
- Commissioning and On-Site Training



Firm Location and Description

Corporate Office

ABM Industries, Inc.
551 Fifth Avenue, Suite 300
New York, NY 10176

Local Office

ABM Building & Energy Solutions, LLC
5725 Alder Avenue
Sacramento, CA 9582

Firm Detail

- ✓ **Founded in San Francisco in 1909**
- ✓ **\$1.5 billion in revenue in California**
- ✓ **20,000 + customers and approximately 21,000 employees in the state**
- ✓ **Multiple offices throughout the State of California**
- ✓ **Ability to implement guaranteed energy savings projects across the entire state**



Licensing Information

ABM Building Solutions, LLC, CSLB license number #976012 for Sacramento, Benicia and Irvine locations.

ABM Building Services, LLC, CSLB license number #991748 for our San Diego location.

*Picture from <http://www.cslb.ca.gov/>

Classifications

- ◆ [C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING](#)
- ◆ [B - GENERAL BUILDING CONTRACTOR](#)
- ◆ [C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING](#)
- ◆ [C-61 / D62 - AIR AND WATER BALANCING](#)
- ◆ [C36 - PLUMBING](#)
- ◆ [C38 - REFRIGERATION](#)
- ◆ [C-7 - LOW VOLTAGE SYSTEMS](#)
- ◆ [C10 - ELECTRICAL](#)
- ◆ [C43 - SHEET METAL](#)
- ◆ [C-61 / D65 - WEATHERIZATION AND ENERGY CONSERVATION](#)



Firm Associations and Participation

- ✓ **Member of the National Association of Energy Savings Corporations - NAESCO**

- ✓ **State of California Preapproved ESCO**
 - Department of General Services
 - California Department of Corrections
 - Government Services Administration

- ✓ **California Energy Commission & California Department of Education Prop. 39 Experience**

- ✓ **Utility Rebate & Administration Alliance**
 - Pacific Gas & Electric (PGE)
 - Sacramento Municipal Utility District (SMUD)
 - Southern California Edison (SCE)
 - San Diego Gas & Electric (SDG&E)
 - Southern California Gas (SCG)

- ✓ **First Zero Net Energy (ZNE) School District – Newcastle Elementary School District**
 - *Zero Net Energy is a designation applied to buildings or communities when annual energy use is roughly equal to the renewable energy created on or near that location. With rapidly falling renewable generation and energy storage prices, ZNE facilities are able to economically outperform non-ZNE facilities, with competitive (100% financeable) ROI.

- ✓ **Financing Made Easy**
 - ABM works with several lenders to bring a custom financing solution. We will offer several viable types of financing. Further into the project development, when, scope, costs and savings are finalized the goal of the financing program will be to capitalize the program offering and repay the entire financial obligation out of realized savings. We provide a financial solution that, at a minimum, meets the following requirements:
 - Compliance with all applicable state statutes and procurement requirements,
 - No initial capital costs to be paid by the City of Oroville
 - Achievement of significant long-term guaranteed savings and
 - A budget-neutral or positive net cash flow realized by the project.



Project Team Overview

Please see full resumes in the Appendix section.

Team Member	Title	Role
Account Management		
John Burdette, CEM, LEED	<i>Bundled Energy Solutions Account Executive</i>	Point of Contact
Kecia Davison	<i>Vice President, Energy Solutions</i>	Bundled Energy Solutions Program Oversight
Troy Dobson	<i>Senior Program/Project Manager</i>	Program Manager/Site Safety Office
Dave O'Connor	<i>Account Executive</i>	HVAC / Mechanical / Plumbing Specialist
Paul Chapling	<i>Account Executive</i>	Energy Management / Facility Controls System Specialist
Josh Toves	<i>Preventive Maintenance Executive</i>	Preventive Maintenance & Service
Engineering		
Todd Havelaar, PE	<i>Director of Engineering</i>	Energy Program Engineer
Tyler Givens, PE	<i>Energy Engineer</i>	Energy Program Engineer
Brian Walker	<i>Director of Measurement & Verification</i>	M&V Management
Kevin Brown, PE, CEM, LEED, GBE	<i>Vice President, Engineering & Technical Solutions</i>	Oversight of Energy Savings and Engineering Team
Lighting		
Mark Fisher	<i>Senior Lighting Specialist</i>	Oversight of Lighting Installation
Operations Oversight		
Greg Gordon	<i>Operations Manager</i>	Cost, Service and Operations Oversight
Executive Oversight		
Tod Truettner	<i>Safety Manager</i>	Safety Management
Rick Cooke	<i>Vice President/General Manager - Sacramento</i>	General Project Delivery & Office Management
Joe Murnin	<i>Vice President, ABM Electrical & Lighting - Northern California</i>	Lighting Oversight
Rick Goetz	<i>Vice President of Operations</i>	Operations Oversight
William Maurer	<i>Senior Vice President, Energy Solutions</i>	Program Oversight
Ted O'Shea	<i>Senior Vice President, Solar Solutions</i>	Solar Program Oversight
Tom Bowen	<i>Senior Vice President, ABM Building & Energy Solutions</i>	Branch & Program Oversight



Section 3: Building Descriptions

Building Name: City Hall & Council Chambers	
General Description	
Address	1735 Montgomery Street, Oroville, CA 95965
Year Built	TBD during IGA Phase
Age of Building	TBD during IGA Phase
Gross Area	5,600
# of Floors	1
Space Type	Office Space
Utilities	Electricity, Natural Gas, Water, Sewer
Operating Hours	6:00 AM – 6:00 PM
Additions/Renovation	After hours when the Council Chambers are being used.
Building Envelope	
Exterior	Wood and Concrete
Windows	Single Pane Glass
Lighting	
Interior	The primary lighting in City Hall includes recessed cans with compact fluorescent lamps, linear fluorescent fixtures with T8 Lamps and Electronic Ballasts and a handful of fixtures with screw in incandescent lamps.
Exterior	The exterior fixtures at City Hall Building include wall packs and canopy light fixtures equipped with both high pressure sodium lamps and compact fluorescent lamps.
Mechanical Systems	
	Building 1 – 6 furnaces + 2 wall mounted cooling units
	Building 2 – 1 mini split HVAC and 4 roof top mounted hvac units
Controls System	
	HVAC – Thermostat Lighting - The Lighting in most spaces throughout City Hall is currently controlled with local occupancy sensors.



Building Name: Municipal Auditorium	
General Description	
Address	1200 Myers Street, Oroville, CA 95965
Year Built	1912
Age of Building	104 years
Gross Area	7,664
# of Floors	1
Space Type	Auditorium
Utilities	Electricity, Natural Gas, Water, Sewer
Operating Hours	Various
Additions/Renovation	New HVAC Units – Climate Wizard’s on Roof
Building Envelope	
Exterior	Wood and Concrete
Windows	Single Pane Glass
Lighting	
Interior	The primary lighting at the municipal auditorium includes linear fluorescent fixtures with T8 Lamps and Electronic Ballasts and a handful of fixtures with screw in incandescent lamps.
Exterior	The exterior fixtures at the Municipal include wall packs and decorative coach fixtures equipped with high pressure sodium lamps of various wattages ranging from 70 - 200 Watts.
Mechanical Systems	
	Climate Wizard Advanced Evaporative Cooling / Indirect Fired Natural Gas Heaters
Controls System	
	HVAC – Thermostat Lighting – Approximately 50% of the rooms are currently controlled with local occupancy sensors.



Building Name: Centennial Cultural Center	
General Description	
Address	1931 Arlin Rhine Memorial Drive, Oroville, CA 95965
Year Built	TBD during IGA
Age of Building	TBD during IGA
Gross Area	5,025
# of Floors	1
Space Type	Office Space
Utilities	Electricity, Natural Gas, Water, Sewer
Operating Hours	M-F 6:00 AM – 6:00 PM
Additions/Renovation	
Building Envelope	
Exterior	Block wall construction
Windows	Dual Pane
Lighting	
Interior	The primary lighting at the Centennial Cultural Center includes linear fluorescent fixtures with T8 Lamps and Electronic Ballasts and a handful of fixtures with screw in incandescent lamps.
Exterior	The exterior fixtures at the Centennial Cultural Center include wall packs equipped with compact fluorescent lamps.
Mechanical Systems	
	5 Packaged Roof Top HVAC Heating and Cooling Units
Controls System	
	HVAC – Thermostat Lighting - 50% of the rooms are currently controlled with local occupancy sensors.



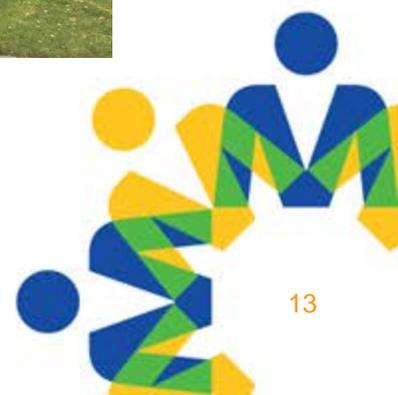
Building Name: Oroville State Theater and Performing Arts Center	
General Description	
Address	1489 Myers Street, Oroville, CA 95965
Year Built	1928
Age of Building	78
Gross Area	15,120
# of Floors	2
Space Type	Theater and Mixed Use Retail
Utilities	Electricity, Natural Gas, Water, Sewer
Operating Hours	Various
Additions/Renovation	Various
Building Envelope	
Exterior	Wood and Concrete
Windows	Single Pane
Lighting	
Interior	The Theatre is undergoing a large rehab project. The only lighting we evaluated was located in the lobby area and exterior canopy. The theater has decorative chandeliers with keyless compact fluorescent lamps. The staff asked us to address issues they are having with Track Lighting.
Exterior	Exterior Fixtures include recessed can lights with Halogen Incandescent Lamps.
Mechanical Systems	
	2 large Trane HVAC Units (Theater), 2 packed HVAC units (stage), 6 package HVAC units (1st Floor Retail)
	5 packaged HVAC Units (hallway), 1 mini split HVAC unit
Controls System	
	HVAC - Thermostat Lighting - There are not many occupancy controls at the site. The historic nature of the building may prohibit the installation of controls.



Building Name: City Corporation Yard	
General Description	
Address	1275 Mitchell Street, Oroville, CA 95965
Year Built	TBD in IGA
Age of Building	TBD in IGA
Gross Area	TBD in IGA
# of Floors	1 (3 small buildings)
Space Type	Warehouse and Repair Facilities with small office space
Utilities	Electrify, natural gas, water, sewer, fuel for vehicles
Operating Hours	M-F 6:00 AM – 6:00 PM
Additions/Renovation	
Building Envelope	
Exterior	Wood Frame
Windows	Single Pane
Lighting	
Interior	Lighting throughout the corporation yard includes linear fluorescent fixtures with both T8 Lamps w/ Electronic Ballasts and T12 Lamps w/ magnetic ballasts. The Mechanics shop also includes 2L & 4L T5HO High Bay Fixtures.
Exterior	The exterior fixtures at the corporation yard include wall packs, flood lighting and pole fixtures equipped with both high pressure sodium lamps and metal halide lamps.
Mechanical Systems	
	1 evaporative cooler, 4 gas heaters, 2 window AC units
Controls System	
	HVAC - Thermostat and Time Clock Lighting - The Lighting in most spaces throughout the corporate yard is currently controlled with local occupancy sensors.



Building Name: Oroville Chinese Temple and Garden Museum	
General Description	
Address	1500 Broderick Street, Oroville, CA 95965
Year Built	1863
Age of Building	153
Gross Area	6,972
# of Floors	1
Space Type	Museum
Utilities	Electricity, Natural Gas, Water, Sewer
Operating Hours	12:00PM – 4:00 PM
Additions/Renovation	
Building Envelope	
Exterior	Brick wall construction
Windows	TBD in IGA
Lighting	
Interior	The primary lighting at the Pioneer Museum includes linear fluorescent fixtures with T8 Lamps w/ Electronic Ballasts.
Exterior	Exterior Fixtures include a combination of High Pressure Sodium Wall Pack and Flood Light Fixtures.
Mechanical Systems	
	7 packaged HVAC units (5 on Building #1, 1 on Building #2) 1 on Building #3
Controls System	
	HVAC – Thermostat Lighting - There are not many occupancy controls at the site. The historic nature of the building may prohibit the installation of controls.



Building Name: Pioneer Museum	
General Description	
Address	1650 Broderick Street, Oroville, CA 95965
Year Built	1856
Age of Building	160
Gross Area	4,232
# of Floors	1
Space Type	Museum
Utilities	Electricity, Natural Gas, Water and Sewer
Operating Hours	M-Su 12:00 PM – 4:00 PM
Additions/Renovation	
Building Envelope	
Exterior	Rock Wall and Wood Frame
Windows	Single Pane
Lighting	
Interior	The primary lighting at the Pioneer Museum includes linear fluorescent fixtures with T8 Lamps w/ Electronic Ballasts and T12 Lamps w/ Magnetic Ballasts. There are also large number fixture with screw in incandescent and screw in compact fluorescent lamps. Many of the fixtures are original to the building and of historical significance.
Exterior	2 external eve lights
Mechanical Systems	
	1 packaged HVAC Unit
Controls System	
	HVAC - Thermostat Lighting - Many of the spaces in the Pioneer Museum are currently controlled with local occupancy sensors.



Building Name: C.F. Lott Home Museum	
General Description	
Address	1067 Montgomery Street, Oroville, CA 95965
Year Built	1856
Age of Building	160
Gross Area	7,500
# of Floors	2
Space Type	Home operating as museum + 2 small detached buildings
Utilities	Electricity, Natural Gas, Water and Sewer
Operating Hours	M-Su 9:00 AM – 9:00 PM
Additions/Renovation	
Building Envelope	
Exterior	Wood Frame
Windows	Single Pane
Lighting	
Interior	TBD in IGA Phase
Exterior	TBD in IGA Phase
Mechanical Systems	
	House split HVAC system, swamp cooler and window AC unit. Detached Building 1 – window AC unit, Detached Building 2 – Split HVAC System
Controls System	
	HVAC – Thermostat Lighting – TBD in IGA Phase



Building Name: Bolt's Antique Tool Museum	
General Description	
Address	1650 Broderick Street, Oroville, CA 95965
Year Built	TBD during IGA
Age of Building	TBD during IGA
Gross Area	4,440
# of Floors	1
Space Type	Museum
Utilities	Electricity, Natural Gas, Water and Sewer
Operating Hours	M-S 10:00 AM - 3:45 PM, Su 11:45 AM - 3:45 PM
Additions/Renovation	
Building Envelope	
Exterior	Wood frame construction
Windows	Double Pane
Lighting	
Interior	The primary lighting at the Bolt Antique Tool Museum includes linear fluorescent fixtures with T8 Lamps and Electronic Ballasts.
Exterior	Not Applicable - No Exterior Lighting
Mechanical Systems	
	2 split HVAC Systems
Controls System	
	HVAC - Thermostats Lighting - Most of the spaces in the Pioneer Museum are currently controlled with local occupancy sensors.



Building Name: Public Safety Facility (Police and Fire)	
General Description	
Address	2055 Lincoln Street, Oroville, CA 95965
Year Built	TBD during IGA
Age of Building	TBD during IGA
Gross Area	8,040
# of Floors	2
Space Type	Police and Fire Department
Utilities	Electricity, Natural Gas, Water and Sewer
Operating Hours	Su-S 24/7 365
Additions/Renovation	
Building Envelope	
Exterior	Block wall construction
Windows	Double Pane
Lighting	
Interior	The primary lighting at the Police & Fire Building includes recessed cans with compact fluorescent lamps, linear fluorescent fixtures with T8 Lamps and Electronic Ballasts and a handful of fixtures with screw in incandescent lamps.
Exterior	The exterior fixtures at the Police & Fire Building include wall packs and shoebox fixtures equipped with high pressure sodium lamps of various wattages ranging from 70 - 400 Watts.
Mechanical Systems	
	13 Packaged HVAC units, 1 refrigeration unit.
	One of the packaged HVAC units serves a computer room
Controls System	
	The lighting in about 50% of the rooms is currently controlled with local occupancy sensors.



Building Name: Oroville Municipal Airport	
General Description	
Address	225 Chuck Yeager Way, Oroville, CA 95965
Year Built	TBD during IGA
Age of Building	TBD during IGA
Gross Area	6,400
# of Floors	1
Space Type	Airport Office, Pilot Lounge, Repair Shop
Utilities	Electricity, Natural Gas, Water, Sewer
Operating Hours	24/7/365
Additions/Renovation	
Building Envelope	
Exterior	Metal Building Construction
Windows	Dual Pane
Lighting	
Interior	The primary lighting in the terminal includes recessed cans with compact fluorescent lamps, and linear fluorescent fixtures with T8 Lamps and Electronic Ballasts. The maintenance shop includes 4 Lamp T5HO High Bay fixtures.
Exterior	The exterior fixtures at the airport were recently upgraded with induction fluorescent lamps and ballasts.
Mechanical Systems	
	1 packaged HVAC Unit
Controls System	
	HVAC – Thermostat Lighting - 50% of the rooms is currently controlled with local occupancy sensors.



This page intentionally left blank

Section 4: Program Overview

Our Approach

ABM has performed a preliminary site inspection which included a physical preliminary examination of the; lighting, mechanical, electrical, plumbing, structural and controls systems. As part of this process we reviewed your past energy consumption (natural gas, electric & water) patterns. While observing the operation and condition of the existing building HVAC/mechanical equipment, existing lighting technology, and the existing water consuming devices, ABM had discussions with facility staff regarding the operating systems, recent modifications or renovations, planned changes, and normal operating hours of the facility. Using the information provided by The City of Oroville and utility bill history from PG&E we have developed your Preliminary Assessment (PA).

The following Table 4.0 shows Oroville’s current “baseline” consumption per square foot contrasted with the “Post Project” or the potential new baseline, after the “Energy Conservation Measures” (ECM’s) have been installed. At this stage The City of Oroville could achieve a 27.1% savings improvement on energy consumed on a square foot basis (kBtu/ft²).

Table 4.0

	Energy and Water Indices (Sites)		
	Energy kBtu/ft ²	Water Ga/ft ²	Cost \$/ft ²
Baseline	58.9	0	\$1.70
Post Project	27.6	0	\$1.26
% Savings	53.1%	26.8%	13.2%

ABM performed a preliminary evaluation as to the feasibility of moving forward with the ECM's as outlined in greater detail in section 7. The recommended ECMs will reduce the energy and water costs associated with operating the facilities, provide better comfort to the building occupants, often while eliminating future capital replacement needs.

These ECMs were evaluated from the standpoint of how they would reduce energy usage while meeting the overarching facility goals for The City of Oroville. The water and sewer savings were not evaluated at the time of the Preliminary Energy Assessment, however, we can typically save 26%+ for municipalities. The water conservation measures will be further evaluated during the Investment Grade Audit (IGA).

The tables that follow will provide an overview of the detailed information that was used in this preliminary audit.



Table 4.1

Project Phase	Project Summary				
	Electricity		Fossil Fuels	Water	Energy
	Energy Use <i>kWh</i>	Actual Demand <i>kW</i>	Energy Use <i>Mbtu</i>	Energy Use <i>kGal</i>	Total Cost \$
Baseline	1,264,309	150	27,332	0	\$282,345
Site Energy Conservation Measures	(121,085)	(13)	(7,220)		(31,581)
Solar PV	(1,143,224)				(228,645)
Post Project	-	137	20,112	0	\$22,119
Projected Savings, Units	1,264,309	13	7220	0	\$260,226
Projected Savings, %	100.0%	8.7%	26.4%	0.0%	92.2%

For fiscal year 2015-16 The City of Oroville spent \$282,345 for electricity and natural gas use!

Table 4.1 above demonstrates the benefit and cost reduction of installing solar PV which would save the city \$228,645 annually. The ECM's will save an estimated additional \$31,581 for a total potential savings for the city of \$260,226, which is a 92.2% savings from where the city currently operates today.



Section 5: Baseline Energy Consumption

Table 5.0

Baseline Energy Consumption - Per Site (2015-2016)						
Site Name	Energy Use kWh	Electricity		Natural Gas		Energy Total
		Peak Demand kW	Total Cost \$	Energy Use Therms	Total Cost \$	Total Cost \$
City Hall	30,707	0	\$9,666.72	3,356	\$3,429.56	\$13,096.28
Municipal Auditorium	26,280	28	\$8,450.28	1,212	\$1,364.15	\$9,814.43
Centennial Cultural Center	25,356	15	\$5,748.61	-	\$98.40	\$5,847.01
State Theater	92,328	0	\$24,362.76	9,110	\$9,160.95	\$33,523.71
City Corporation Yard	24,345	0	\$2,183.70	3,928	\$3,979.06	\$6,162.76
Chinese Temple Museum	11,713	9	\$2,574.01	2,027	\$2,147.62	\$4,721.63
Pioneer Museum	15,664	0	\$4,615.13	832	\$917.11	\$5,532.24
Lott Home Museum	12,875	15	\$2,770.70	1,986	\$1,877.61	\$4,648.31
Bolt Antique Tool Museum	12,956	12	\$3,147.37	884	\$1,001.23	\$4,148.60
Public Safety Facility	163,494	0	\$24,603.15	3,466	\$3,531.75	\$28,134.90
Oroville Municipal Airport	23,276	15	\$5,288.42	14	\$107.74	\$5,396.16
Total	438,994		\$93,410.85	26,815	\$27,615.18	\$121,026.03

Table 5.0 above lists the eleven City of Oroville facilities that were audited and can achieve meaningful savings from this program. Each building's square footage and annual energy consumption for 2015-2016 fiscal year were used in this preliminary energy analysis.

Table 5.1

Baseline Annual Energy Summary - Per Site (2015-2016)							
Site Name	Area sqft	Energy KBtu	Total		Usage Intensities		
			Total Water kGal	Cost \$	EUI Use kBtu/sqft	WUI Demand /sqft	Cost \$/sqft
City Hall	5,600	440,372	0	\$13,096.28	78.6	0	\$2.34
Municipal Auditorium	7,664	210,867	0	\$9,814.43	27.5	0	\$1.28
Centennial Cultural Center	5,025	86,515	0	\$5,847.01	17.2	0	\$1.16
State Theater	15,120	1,226,023	0	\$33,523.71	81.1	0	\$2.22
City Corporation Yard	-	475,865	0	\$6,162.76	0.0	0	\$0.00
Chinese Temple Museum	6,972	242,665	0	\$4,721.63	34.8	0	\$0.68
Pioneer Museum	4,232	136,646	0	\$5,532.24	32.3	0	\$1.31
Lott Home Museum	7,500	242,530	0	\$4,648.31	32.3	0	\$0.62
Bolt Antique Tool Museum	4,440	132,606	0	\$4,148.60	29.9	0	\$0.93
Public Safety Facility	8,040	904,442	0	\$28,134.90	112.5	0	\$3.50
Oroville Municipal Airport	6,400	80,818	0	\$5,396.16	12.6	0	\$0.84
Total	70,993	4,179,348	0	\$121,026.03	58.9	0	\$1.70

Tables 5.0 and 5.1 detail the buildings that were included in this preliminary audit and were the sites where we have considered several ECM's.



Table 5.2

Baseline Energy Consumption - All Accounts (2015-2016)								
Month	Electricity			Natural Gas		Energy Total		
	Energy Use kWh	Billed Demand kW	Total Cost \$	Energy Use Therms	Total Cost \$	Energy Use kWh	Billed Demand kW	Total Cost \$
July	115,228	131	\$39,151.75	303	\$503.18	115,228	131	\$39,654.93
August	115,916	140	\$15,601.64	306	\$489.92	115,916	140	\$16,091.56
September	114,414	134	\$16,431.36	336	\$554.24	114,414	134	\$16,985.60
October	112,932	137	\$16,145.19	320	\$505.40	112,932	137	\$16,650.59
November	99,512	114	\$14,216.48	339	\$517.79	99,512	114	\$14,734.27
December	108,404	105	\$13,426.10	4,112	\$4,024.02	108,404	105	\$17,450.12
January	109,681	95	\$23,370.23	7,828	\$7,560.30	109,681	95	\$30,930.53
February	104,303	114	\$39,113.25	7,207	\$7,314.18	104,303	114	\$46,427.43
March	99,519	118	\$15,065.70	4,101	\$4,389.93	99,519	118	\$19,455.63
April	91,435	111	\$14,599.12	1,742	\$1,574.34	91,435	111	\$16,173.46
May	88,711	124	\$21,139.12	517	\$669.77	88,711	124	\$21,808.89
June	104,254	150	\$25,516.22	221	\$465.97	104,254	150	\$25,982.19
	1,264,309		\$253,776.16	27,332	\$28,569.04	1,264,309		\$282,345.20

Table 5.2 above represents the total amount the City of Oroville is spending in electricity and gas consumption. While Table 5.0 and 5.1 detail the eleven city buildings and their potential savings from ECM's, you can see that the total gas and electricity from these eleven sites is \$121,026, however, the city spends \$282,345/annually on natural gas and electrical costs (as noted in table 5.2).

The differential of \$161,319 comes from a multitude of street lighting, pumps, lift stations and miscellaneous loads throughout the city. In the next phase ABM will further investigate the feasibility of purchasing the PG&E owned street lights and upgrading them to LED's. We will also provide a financial model to validate the feasibility of this measure.

Pumping and lift stations are also may offer large energy savings. There are numerous pumps and lift stations throughout the City of Oroville. We will also investigate energy savings opportunities for this measure during the Investment Grade Audit (IGA) phase as well.

This table is significant because the total annual amount of \$282,345K could be offset or potentially eliminated by the installation of a solar array, which would yield average annual savings of \$228,645, as noted in Table 4.1



Section 6: Savings & Revenue Generation Potential

Savings and Revenue

Table 6.0

Site Name	Annual Utility Savings - Per Site					Total Cost \$
	Electricity Energy Use kWh	Actual Demand kW	Solar PV Reduced kWh	Natural Gas Energy Use Therms	Water Actual Use kGal	
City Hall	11448	1.6	19,259	1376	0	\$3,693
Municipal Auditorium	6820	0.2	19460	497	0	\$1,871
Centennial Cultural Center	10436	2.6	14920	0	0	\$2,087
State Theater	9004	2	83324	3736	0	\$5,612
City Corporation Yard	5963	0	18382	1611	0	\$2,836
Chinese Temple Museum	3752	0.2	7961	0	0	\$750
Pioneer Museum	5471	1.1	10193	0	0	\$1,094
Lott Home Museum	4978	0.7	7897	0	0	\$996
Bolt Antique Tool Museum	6106	1	6850	0	0	\$1,221
Public Safety Facility	48860	2.4	114634	0	0	\$9,772
Oroville Municipal Airport	8247	1.2	15029	0	0	\$1,649
Total	121,085	13	317,909	7,220	0	\$31,581

Table 6.0 details where the individual building savings will be achieved across the different buildings. These savings projections are based solely on the avoided energy costs. There are additional operational and maintenance savings that will be realized along with capital avoidance from the general fund for future equipment replacements and repairs. These savings will be detailed further in the Investment Grade Audit (IGA).



This page intentionally left blank

Section 7: Energy Conservation Measures (ECMs)

ECM Matrix	
ECM-01	Internal LED Lighting Upgrade
ECM-02	External LED Lighting Upgrade
ECM-03	HVAC Replacements
ECM-04	Variable Speed HVAC Modifications
ECM-05	Building / Energy Management Controls System
ECM-06	Solar Photovoltaics
ECM-07	Water Conservation
ECM-08	PG&E Quality Maintenance Program
ECM-09	Energy Storage
ECM-10	Street Lighting LED Upgrade
ECM-11	Lift Station and Pumping Upgrades

- ECM 10 and 11 will be further evaluated during the Investment Grade Audit (IGA) Phase due to the number of units that the City of Oroville owns and operates.
- ABM will also investigate the feasibility of replacing old inefficient transformers in the Investment Grade Audit (IGA) Phase of our program.



ECM-1: Interior Lighting

ECM Narrative Description

Primary Fixture Types

The predominant interior lighting systems at the City of Oroville facilities include linear fluorescent fixtures with T8 and T12 lamps and electronic ballasts. These fixtures are moderately efficient and have an average lifespan of approximately 20,000 hours. In total there are 780 Linear Fluorescent Fixtures at the City Facilities.

Additional Fixture Types

The city facilities also include a large number of light fixtures with keyless socket bases. We noted that approximately 50% of these fixtures had been re-lamped with Compact Fluorescent Lamps while the others still contained incandescent and halogen lamps. Compact fluorescent lamps tend to be moderately efficient with an average lifespan of approximately 12,000 hours. The Halogen and Incandescent Lamps are inefficient with low lifespans averaging 1,500 – 5,000 Hours. There are also recessed downlight fixtures located throughout the city buildings with compact fluorescent plug in lamps. These compact fluorescent lamps are also moderately efficient with an average lifespan of approximately 12,000 hours. The Airport and Corporation Yard have some T5HO High Bay Fixtures. T5HO Technology is fairly efficient with a moderate lifespan of 24,000 – 50,000 hours.

Benefits

While the current interior fixtures appear to be generally in good condition, the fluorescent lamps could feasibly be replaced with high efficiency, long life LED replacement lamps. With this plan of action, a small number of existing fixtures will be replaced, but most interior fixtures will be upgraded by replacing them with LED lamps. This will save the City of Oroville in both energy and maintenance cost.

Plan of Action

ABM recommends that the city moves forward with this ECM.

Linear Fluorescent Fixtures

The existing linear fluorescent fixtures will be significantly enhanced with an upgrade to lineal LED tube lamp operation. Lineal LED tube lamps will be installed as direct replacements for existing fluorescent lamps. The LED lamps we are recommending do not require an external ballast or driver but instead run on line voltage. This strategy eliminates future maintenance costs associated with replacing defective ballasts/ drivers as they fail. The latest lineal LED replacement lamps are remarkably efficient, have excellent color, and life expectancy of 50,000 hours (more than double that of older fluorescent technologies found in the typical city fixtures).



Screw Base Incandescent and Compact Fluorescent Lamps

Fixtures with screw base incandescent and compact fluorescent lamps will be re-lamped with new LED Lamps. The LED lamps will reduce wattage by 50 – 80% and greatly reduce maintenance costs by increasing lamp life from 5,000 – 12,000 hours to 25,000+ Hours.

Recessed Downlight Installation

Pin-based CFL lamps in existing downlight fixtures will be replaced with new LED Retrofit Kits. These LED retrofit kits are extremely efficient with high quality light and an excellent lifespan (25,000+ hours).

T5HO Fixture Replacement

T5HO Fixtures will be removed and replaced with super high efficient LED High Bay Fixtures. The latest LED high bay fixtures are extremely efficient, have excellent color, and life expectancy of 50,000 hours. They also allow for the addition of on board occupancy sensor and daylighting controls giving them the ability to dim depending on existing conditions.



ECM-2: External Lighting

ECM Narrative Description

Primary exterior lighting is provided by wall pack and parking lot fixtures with High Intensity Discharge HPS and Metal Halide Lamps. HPS and Metal Halide lamps are very inefficient with low quality light and an average lifespan of 12,000 – 24,000 hours. There are also CFL and halogen/ incandescent flood lights and downlights. The Halogen and Incandescent Lamps are inefficient with low lifespans averaging 1,500 – 5,000 Hours. The CFLs are moderately efficient with an average lifespan of approximately 12,000 hours. The Airport was recently update with new induction fixtures. Induction fixtures are moderately efficient and have an excellent lifespan of 100,000 hours.

Benefits

For the primary wall pack and parking lot fixtures, an immediate energy reduction is obtainable through conversion to LED fixtures or retrofit lamps. The beam spread of LED fixtures allow light to be focused more efficiently and maintenance costs will be reduced due to the longer life expectancy of the LED technology. This retrofit was selected because the latest LED fixtures and retrofit kits are remarkably efficient, have excellent color, and provide an excellent return on investment. We would not recommend doing anything with the induction fixtures at the airport as they are already pretty efficient and have a lot of useful life left in them.

Plan of Action

Exterior HID/CFL Fixture Replacement

Wallpack, downlight and shoebox fixtures containing HID & CFL Lamps will be removed and replaced with new LED Fixtures. The latest LED fixtures are extremely efficient, have excellent color, and life expectancy of 50,000 hours. They also allow for the addition of on board occupancy sensor and daylighting controls giving them the ability to dim depending on existing conditions.

Exterior HID Retrofit Lamp – Decorative Fixtures

There are a handful of decorative HID fixtures throughout the city. We'll install new LED lamps that operate on line voltage in lieu of replacing the entire fixture. This allows us to maintain the existing decorative look of the fixtures while upgrading them with highly efficient long life LED technology. This strategy eliminates future maintenance costs associated with replacing defective ballasts/ drivers as they fail. The latest LED replacement lamps are remarkably efficient, have excellent color, and life expectancy of 50,000 hours (more than double that of older fluorescent technologies found in the typical city fixtures).

Screw Base Incandescent and Compact Fluorescent Lamps

Exterior Flood Light Fixtures and Downlights with screw base incandescent and compact fluorescent lamps will be re-lamped with new LED Lamps. The LED lamps will reduce wattage by 50 – 80% and greatly reduce maintenance costs by increasing lamp life from 5,000 – 12,000 hours to 25,000+ Hours.

ECM-3: HVAC System Replacement

ECM Narrative Description

Currently, many of the HVAC Systems in the facilities are at or past their useful life according to the American Society of Heating, Air Conditioning and Refrigeration Engineers (ASHRAE). The newer HVAC units can be up to 5 times more efficient than what is currently in place. This ECM targets HVAC units that are near or at the end of their useful life.

Benefits

Replacing old HVAC units will reduce the electricity and natural gas consumption and cost. Newer HVAC units also improve occupant comfort in the spaces the units are serving.

Plan of Action

A detailed list of city owned HVAC units over 15 years old will be scheduled for replacement. The detailed costs for the replacements will be estimated in the Investment Grade Audit (IGA) phase.



ECM-4: Variable Speed HVAC Controls

ECM Narrative Description

The Variable Speed HVAC Controls shall be installed on existing and new HVAC units. This solution is a control package designed for rooftop HVAC unit retrofits. The technology was developed for use on single zone packaged rooftop units with either gas/electric heat or air source heat pump configurations. Using load matching technology, the controls can turn a constant volume constant capacity unit into a variable capacity system. Studies indicate that implementation of this system can result in a 40% to 60% average reduction in energy consumption and 30% to 60% decline in demand. These savings are created by modulating the speed of both the compressor(s) and indoor fan. Due to the lowered capacity, this solution reduces unit cycling, creating spaces that have more controlled humidity levels.

Benefits

This ECM will provide immediate electrical consumption and peak demand savings while also increasing the life expectancy of the equipment.

Plan of Action

ABM recommends moving forward with this conservation measure.



ECM-5: Building/Energy Management Controls System

ECM Narrative Description

Currently the City of Oroville operates their facilities with manual timeclocks, programmable thermostats, or localized unit controllers. Many of these components are beyond their useful life and the stand-alone nature of these devices requires a high degree of human interaction to keep the systems operational.

ABM will install a new web based, nonproprietary, building automation system enabling the City of Oroville to remotely adjust conditions of all HVAC and Lighting systems within the selected facilities. This control system will be password protected and can be viewed and altered at any location.

Benefits

Optimizing energy and managing city facilities requires an efficient building management system, a high level of organization and a precise workflow. The benefits of an integrated web based Building Automation System are;

- **Constant access:** A cloud-based service can be accessed on any mobile or web device. This gives you 24x7 remote access and control over all buildings. Last-minute schedule changes or override previous settings with a click.
- **Time Savings:** Save 5-15 minutes per event and decrease extra costs by regulating building conditioning and energy consumption.
- **Worry-free settings:** Set up your HVAC settings in advance through software. This ensures event facilities will be the correct temperature when attendees arrive, then will automatically activate an energy-saving “coast” mode as the event winds down to a close.
- **Know now:** Constant access gives you real-time status updates. Everything is documented, so you can easily look up cancellations, events, overrides, and more building data.
- **System optimization and energy management made easy with built in algorithms.**

Plan of Action

ABM recommends moving forward with this conservation measure.



ECM-6: Solar Photovoltaics (PV)

ECM Narrative Description

ABM evaluated Solar Photovoltaics (PV) Renewable Energy Generation for all sites at the City of Oroville. Solar PV generates clean renewable electricity from the sun. We suggest two phases of solar pv development for the City of Oroville.

Benefits

Solar PV renewable energy generation is at the heart of the project. The energy that we are not able to reduce or conserve, we can generate at a lower cost than PG&E is currently charging. There are also a number of environmental benefits that also come along with this measure and will lower the City of Oroville's carbon footprint.

Plan of Action

Phase 1: Solar PV to offset City's Electrical Usage with Solar PV.

This first phase approach can be implemented fast as the solar array will be located on city owned property. It will also offset retail electric rates that the city currently pays to PG&E. This will generate a higher ROI for the City of Oroville due to the fact that we are offsetting retail electric rates which are higher than the wholesale electric rates that municipalities can get when generating power and selling it to the utility and/or residents.

Phase 2: Community Choice Generation for City Residents

This second phase takes a longer period of time to develop, however, the City of Oroville can generate electricity and sell it to its residents through the PG&E grid and generate revenue. This takes a bit longer to develop and the ROI's are a little lower because the City would be selling the power at wholesale rates. The Solar PV project could be developed on the Koppers Superfund Site. The site has had challenges over the years attracting development. Our proposed development is perfect for this site as the solar can be installed over the superfund site and our project would have very low occupancy at the site, just for basic maintenance.

ABM recommends the City of Oroville move forward with this ECM.



ECM-7: Water Conservation

ECM Narrative Description

Installation of water savings plumbing fixtures in all city owned facilities. Plumbing fixtures that we evaluated include urinals, toilets, sinks and showers. Urinals and toilets will be replaced with low flow fixtures and flush valves. Sink faucets may be replaced with units that turn off by themselves to prevent the faucet from being left on. Sink faucets that are not replaced will be modified with low flow aerators.

Benefits

This ECM will provide immediate and sustainable savings through reduction of purchased water and reduced sewer charges. It also will help the City of Oroville comply with the Governor's Executive Order to reduce water consumption in all publicly owned facilities by a minimum of 25%. The reduced operating expenses from the conservation measures will fund this conservation measure.

Plan of Action

ABM recommends moving forward with this conservation measure. This measure will be further evaluated in the Investment Grade Audit (IGA) phase to ensure feasibility.



ECM-8: PG&E QM Preventative Maintenance Program

ECM Narrative Description

The PG&E Quality Maintenance (QM) Program is a Preventative Maintenance Service Program for the City’s HVAC equipment. PG&E over the years has conducted many studies that have proven the energy efficiency benefits of properly maintained HVAC equipment. The California Public Utilities Commission (CPUC). In this measure, PG&E will provide rebates and incentive money for the city to enter into a three year service contract to operate and maintain the HVAC equipment to the ACCA 180 industry standard.

Benefits

Energy savings, longer HVAC equipment life and better indoor air quality for occupants.

Estimated PG&E Rebates

Qualifying Locations	Address	3 Year Rebate Total
City Hall	1735 Montgomery Street	\$2,948
Municipal Auditorium	1200 Myers Street	\$2,813
Centennial Cultural Center	1931 Arlin Rhine Memorial Drive	\$3,938
State Theater	1489 Myers Street	\$10,395
Chinese Temple Museum	1500 Broderick Street	\$3,330
Pioneer Museum	2332 Montgomery Street	\$619
Bolt Antique Tool Museum	1650 Broderick Street	\$1,238
Oroville Municipal Airport	225 Chuck Yeager Way	\$985
Public Safety Facility	2055 Lincoln Street	\$18,491
Total Qualifying Rebates		\$44,757

Plan of Action

ABM recommends that the City of Oroville move forward with this measure. Cost and program details to be finalized during the Investment Grade Audit (IGA).



ECM-9: Energy Storage

ECM Narrative Description

ABM evaluated implementation of an energy storage system at The City of Oroville's Facilities to reduce peak demand. A lithium-ion intelligent battery storage system was evaluated which monitors facility loads on a second-by-second basis, predicts and manages variable building loads, and dispatches available battery capacity at targeted times to create a leveled load profile and drive significant energy bill savings.

Benefits

The current PG&E electric rates for demand are very high. In addition, demand is not billed on an on-peak/off-peak structure. Because of this rate structure, energy storage does not provide a viable economic benefit.

Plan of Action

ABM recommend this EEM due to the low utility rates at this facility. No action will be taken at this time.



ECM-10: Street Lighting LED Upgrade

ECM Narrative Description

ABM evaluated upgrading the street lights to new LED street lights in the City of Oroville. During our investigation, we have determined that PG&E owns a number of the street lights in the City of Oroville. These lights are old technology and are consuming a large amount of electricity. The ABM team requested a detailed inventory list from PG&E on the exact quantity and types of fixtures that are currently deployed in the City of Oroville and who owns them. The City of Oroville could save substantial energy costs if these fixtures were upgraded to new LED technology.

Benefits

New LED street light fixtures would reduce the city's operating costs, provide better lighting and light rendering and also reduce operation and maintenance costs, as the new LED lights have a 10-20 year lifespan and do not require replacement as often as the existing fixture types.

Plan of Action

ABM recommends that the City continue to investigate this ECM further in the Investment Grade Audit (IGA) Phase of the project. Some cities that we have worked with in the past found it financially viable to purchase the streetlights from PG&E, upgrade them to LED, while still provide an attractive Return on Investment (ROI) and general relief from the general funds



ECM-11: Lift Station and Pumping Upgrades

ECM Narrative Description

ABM evaluated upgrading the lift pumping stations that are deployed around the City of Oroville to move waste water to the waste water treatment facility. These pumping or lift stations are deployed around the city and are in remote and hard to get locations. Various smaller ECM's such motor replacements, controls, variable frequency drives and power factor correction.

Benefits

New LED street light fixtures would reduce the city's operating costs, provide better lighting and light rendering and also reduce operation and maintenance costs, as the new LED lights have a 10-20 year lifespan and do not require replacement as often as the existing fixture types.

Plan of Action

ABM recommends that the City continue to investigate this ECM further in the Investment Grade Audit (IGA) Phase of the project. Some cities that we have worked with in the past found it financially viable to purchase the streetlights from PG&E, upgrade them to LED, while still provide an attractive Return on Investment (ROI) and general relief from the general funds



Environmental Impact / Climate Action Plan

	Environmental Benefits		
	Fuel	Electric	Total
Baseline Emission (Tons CO2e)	160	979	1139
Post Emission (Tons CO2e)	118	0	118
Total Savings (Tons CO2e)	42	979	1,021

CO² Emissions Equivalencies



ABM's Bundled Energy Solutions (BES) Program is in complete alignment with the City of Oroville's Climate Action Plan (CAP) prepared by PG&E and Sierra Business Council in 2014. The City of Oroville's Climate Action Plan (CAP) benchmarked the Greenhouse Gas Emissions from the City of Oroville's operations. This report stated that the Total Municipal Operations contributed 1,252 metric tons of CO₂e emissions into the environment. This value excludes the Total Community Emissions and only reflects the operations of the City of Oroville.

As you can see from the information above, ABM's BES Program will offset approximately 1,021 metric tons of CO₂e into the environment which equates to a reduction of 81.5%! Not only will the City of Oroville reduce operating costs short term and long term, this project will help the City of Oroville, community members and stake holders reduce the carbon emissions and significantly reduce the City's Carbon Footprint and taking a HUGE bite out of the city's Greenhouse Gas Emissions.

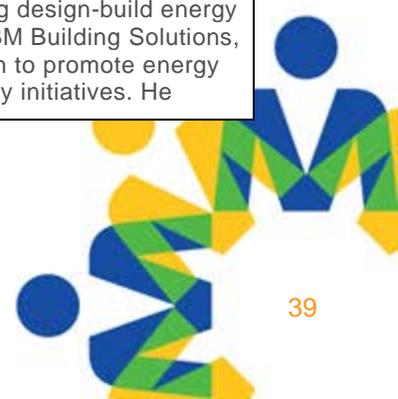


Section 8: Appendix

Team Resumes (Expanded)

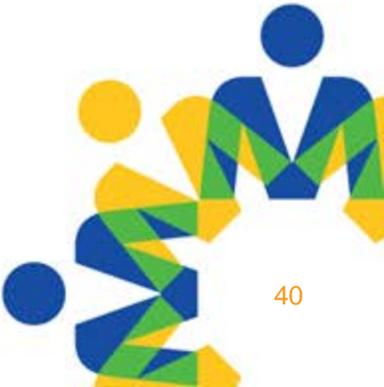
Project Team Member: John J. Burdette III, LEED AP, CEM, CDSM	
Current Job Title: Job responsibilities: Primary Office Location:	<p>Account Executive Mr. Burdette has over 20 years of experience developing and implementing turnkey, comprehensive energy and water conservation projects. He is skillful in the art of finance and grant writing and often identifies additional grants, rebates and incentives that can leverage funding sources that have already been identified. He excels at compiling the right team</p> <p>He is the State of California Proposition 39 Leader for ABM and has experience in providing turnkey, Prop 39 Energy Expenditure Planning Services for his clients which maximize the award allocations.</p> <p>20+ Years Sacramento, California</p>
Employment History: Primary job responsibilities: Number of years with firm:	<p>2015 - Present ABM Building Solutions, LLC Account Executive – Bundled Energy Solutions Identify, develop and implement comprehensive energy projects for our clients in the Northern California market place. Provide turnkey energy and financing solutions.</p> <p>2012-2014 Southland Energy, a division of Southland Industries Regional Account Executive – Energy Solutions Developed ESCO business strategy for Southwestern Region Developed comprehensive energy solutions for higher education clients including universities, community colleges and K-12 school districts.</p> <p>2005-2012 Ingersoll Rand / Trane US Inc. CA District Business Development Leader – Energy Solutions Leader of the Performance Contracting Division for California Trane including Northern, Nevada. Founder of the Trane Utilities Solutions Group Hybrid Rooftop Unit Development</p> <p>2000 - 2005 Norman S. Wright Mechanical Equipment Corp. Hydronic Equipment Sales Manager Managed Profit & Loss</p> <p>1995 - 2000 United Technologies / Carrier Corp. Area Sales Manager Managed P&L for Carrier Buildings Systems & Service (BSS) Managed Applied Distribution Sales Channels Managed Controls & Service Departments</p>
Educational Background List all academic degrees, certifications,	<p>Bachelor of Science (BS) '95 Interdisciplinary Engineering & Management (IE&M) Clarkson University, Potsdam, New York LEED Accredited Professional (L.E.E.D. A.P.) Certified Energy Manager (C.E.M.)</p>

<p>PE registration number and state, professional affiliations, relevant publications and technical training. Professional Development Courses</p>	<p>Certified Demand-Side Manager (C.D.S.M.)</p> <p>Affiliations: (ACBO) Association of Chief Business Officials (AEE) Association of Energy Engineers (APPA) Leadership in Educational Facilities (ASHRAE) American Society of Heating, Refrigeration, & Air Conditioning Engineers (BOMA) Building Owners and Managers Association (CASH) Coalition for Adequate School Housing (CCFC) Community College Facility Coalition (CSHE) California Society of Healthcare Engineers (FCCC) Foundation of California Community Colleges (NAESCO) National Association of Energy Services Companies (USGBC) United States Green Building Council</p> <p>LINC Associates Degree</p>
<p>List all energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.</p>	<p>John has been involved in \$100+ million of Energy Savings Performance Contracts. Below are a few that are worth highlighting:</p> <p><u>Chabot Las Positas Community College District</u> Pleasanton & Hayward, CA Secured Phase 1 Prop 39 Funded Project which included the replacement of DX HVAC units to Roof Top Chilled Water Air Handling Units, replacement of pneumatic controls and VAVs to electric DDC controls, and internal / external lighting replacements at both the Las Positas and Chabot College campuses. Project cost \$1,200,000 and achieved \$120,000 annual energy savings while securing over \$100,000 in utility rebates.</p> <p><u>Kings Canyon Unified School District</u> Reedley, CA District-wide energy efficiency upgrades to K-12 school buildings. Improvements included: new Energy Management Controls systems and T-12 & T-8 internal lighting retrofit, and LED external lighting retrofit. Project cost \$1,100,000 and achieved annual savings of \$110,000, and utilized the zero-percent PG&E on-bill financing program.</p> <p><u>Salida Union School District</u> Salida, CA District-wide energy efficiency upgrades to K-12 school buildings. Improvements included: solid waste recycling, 750 kW of Solar PV, HVAC Replacement, controls replacement, Smart Boards for classrooms, T-12 & T-8 lighting retrofit, replaced 86 RTU's, external lighting retrofit, and water conservation.</p> <p><u>Newcastle Elementary School District</u> Newcastle, CA District-wide energy efficiency upgrades to K-8 school buildings. Improvements include: 150 kW Solar PV, HVAC Replacements, New Energy Management Building Controls System, Water Conservation, Sola Tube Daylighting Measures, Internal and External Lighting Retrofits, Cool Roof, Dry Rot Repair, Central Kitchen Upgrades and Zero Net Energy (ZNE).</p>
<p>Describe the specific role and responsibilities this individual had for each listed project:</p>	<p>John was the team leader and director for each project listed above.</p>
<p>Provide a detailed description of the role and responsibilities this individual will have for the duration of this project:</p>	<p>Mr. Burdette is responsible for identifying, developing, and leading design-build energy projects and managing relationships with customers within the ABM Building Solutions, Bundled Energy Solutions Organization in the Sacramento Region to promote energy efficiency, demand response, renewable energy, and sustainability initiatives. He</p>

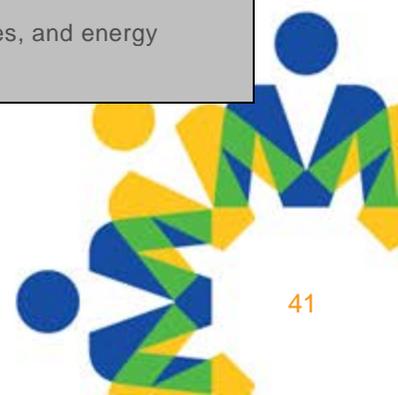




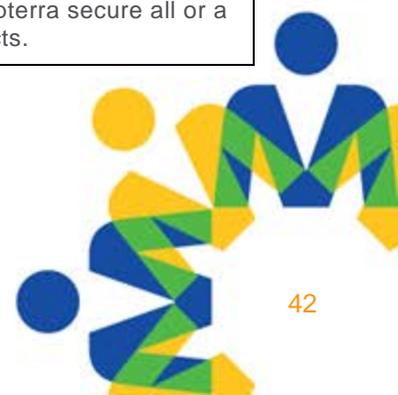
	specializes in turnkey solutions for medium to large facilities, campuses and municipalities.
Describe any other relevant technical experience:	HVAC, Lighting, Energy Management Building Controls Systems, Measurement & Verification, Solar Photovoltaics, Solar Thermal, Waste to Energy, Landfill Avoidance, Biomass, Cogeneration / Combined Heat and Power, Lighting, Energy Management Controls Systems, Mission Critical Facilities, Building Envelope, Daylighting and Zero Net Energy.
Indicate the total years of relevant energy-related experience for this individual:	20+ Years of energy efficiency, mechanical, demand response, renewable & distributed energy generation, funding solutions and turnkey contracting experience.



Project Team Member: Kecia Davison	
Current Job Title:	Vice President of Energy
Job responsibilities:	Manage ABM's Energy Solution business across California
Number of years with ESCO:	4 Years
Primary Office Location:	Irvine, CA
Employment History	ABM Facility Solutions: 2012-Present Vice President of Sales
Company Name:	Johnson Controls; 2010-2012
Primary job responsibilities:	Regional Sales Manager – Energy Solutions State Gov & High Ed
Number of years with firm:	Conservation Services Group 2007-2010 West Region Vice President
	Trane 2003 -2007 Account Executive
	McKinstry 1999-2003 Project Manager
Educational Background: List all academic degrees, certifications, PE registration number and state, professional affiliations, relevant publications and technical training:	University of Washington/ Sociology Wharton: High Potential Leaders Certificate UCLA: Conflict & Negotiating Certificate United Association of Plumbers & Pipefitters -Journeyman pipefitter UA Certified Welder
List all energy performance contracting projects this individual has been involved with during past 5 years.	Kecia has been involved in over \$300M worth of Energy Performance Contracts for State Governments, cities, Hi Ed, and school districts. Below are some highlights: Salida Unified School District Prop 39 - \$3.35M Newcastle School District – Prop 39 \$1.3M Westwood School District Prop 39 – \$1.13M Dept. of Transportation – State of Hawaii 2012 \$150M Dept of Corrections – State of Louisiana 2012 - \$30M Dept of Corrections - State of Georgia 2012 - \$5M Dept of General Services – State of CA 2012 \$22M Dept of Corrections – State of West Virginia 2011 -\$18M Univ of Hawaii/ UHCC- Hawaii 2011 - \$12M
Describe the specific role and responsibilities this individual had for each listed project.	As a regional sales manager Kecia's team of account executives, engineers, and project managers was responsible to develop, price and sell each project.
Describe any other relevant technical experience.	Financial Modeling / Energy Savings Analysis Design Build Mechanical Contracting; Hospitals, clean rooms, High Rise Buildings, industrial plants, data centers, and central plants. Heavy civil works construction; tunnels, bridges, waste-water treatment plants, pump stations, landfills, water-mains, Prudhoe Bay natural gas & oil field pipeline experience.
Indicate the total years of relevant energy-related experience for this individual.	Over 27 years of mechanical and civil contracting, facility services, and energy performance contracting background.



Project Team Member: Paul Chapling	
Current Job Title:	Account Executive
Job responsibilities:	Primary Function: Redeem annual booking plan in assigned markets and territory at company approved pricing standards. Maintain assigned key accounts at planned booking levels
Number of years with ESCO:	Less than one year
Primary Office Location:	ABM Building Solutions, LLC 5725 Alder Avenue Sacramento, CA 95828
Employment History:	ABM Building Solutions, LLC 2014 - Present Account Executive Responsibilities include: Qualifying prospects, Account Expansion, Surveys and Pricing, Market Development, Customer and Company Relations, Sales Strategy, Knowledge of Industry, Purchasing, Documentation, Project Booking, Time Management and closing.
Company Name:	Airco Mechanical Inc. 1988 – 2015
Primary job responsibilities:	Director of Automation, Superintendent, Journeyman HVAC Service Technician, Sheet Metal/HVAC Apprentice Service Tech.
Number of years with firm:	Qualifying prospects, Account Expansion, Surveys and Pricing, Market Development, Customer and Company Relations, Sales Strategy, Knowledge of Industry, Purchasing, Documentation, Project Booking, Time Management and closing. Field responsibilities included interaction with agreement and spot customers, trouble calls, preventive maintenance and project installations.
Educational Background:	
List all academic degrees, certifications, PE registration number and state, professional affiliations, relevant publications and technical training:	Sheetmetal/Service Local 162 Sheet Metal/HVAC Service Technician Apprenticeship 5 year program
List a sample of the energy performance contracting projects you have been a part of in the past five years:	Thunder Valley Casino & Resort Casino Green Project Sutter Hospitals – Energy monitoring and integration with existing building automation systems Multiple Locations Thunder Valley Casino Green
Describe the specific role and responsibilities this individual had for each listed project:	Customer interaction, surveys, pricing, start-up meetings, bonding, purchasing, project management assistance, design assistance, change orders and scheduling assistance. Sutter Hospitals Energy monitoring and integration with existing building automation systems Customer interaction, project development assistance, survey's, pricing, negotiating the final scope and costs, start-up meetings, bonding, submittals, purchasing, project management assistance, change orders and scheduling assistance.
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project:	Customer interaction, project development assistance, surveys, pricing, assistance with their ongoing negotiations with the school districts regarding the final HVAC scope and costs for the projects. Emphasis placed on helping Opterra secure all or a portion of the HVAC scope in their overall bundled energy projects.

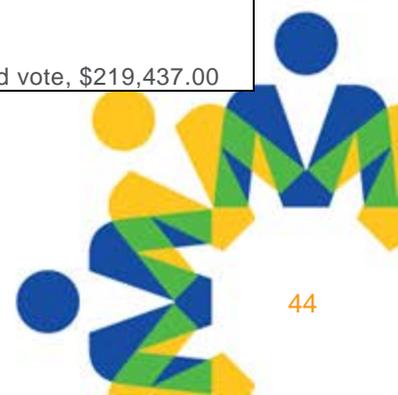




	Once closed, I will participate in start-up meetings, bonding, submittals, purchasing, project management assistance, change orders if required and scheduling assistance.
Describe any other relevant technical experience:	Twenty six years of mechanical and HVAC systems experience and fifteen years of building automation systems.
Indicate the total years of relevant energy-related experience for this individual:	Over 26 years of Mechanical System related experience in the field and in the office as a project sales representative.



Project Team Member: Troy Dobson	
Current Job Title:	Construction Manager
Job responsibilities:	Manage projects through proper placement of staff in order to redeem operating unit gross profit objectives while meeting contractual commitments to customers in a timely, high quality manner.
Primary Office Location:	Sacramento, CA
Employment History:	<p>Project/Safety Manager ABM Building Solutions, LLC February 2013 – Present Primary Function: Manage projects through proper placement of staff in order to redeem operating unit gross profit objectives while meeting contractual commitments to customers in a timely, high quality manner.</p> <p>Service/Projects Technician Journeyman with Sheet Metal Workers Local 162 Airco Commercial Services, Inc. February 2011 – February 2013</p> <p>Primary job responsibilities: Special Project & Facilities Projects Lead, Foreman, Project Manager</p> <p>Number of years with firm: Journeyman with Sheet Metal Workers Local 162 IES March 2003 – January 2011 Special Projects Lead and Service Technician Aircon Energy Journeyman with Stationary Engineers Local 39 May 1998 – March 2003 Hanley & Sons, General Contractor January 1993 – May 1998 Residential remodel and new construction, HVAC mechanical, electrical, plumbing installation</p>
Educational Background List all academic degrees, certifications, PE registration number and state, professional affiliations, relevant publications and technical training.	<p>Universal Refrigerant Safety Certification Hilti Qualified Operator AC&R R-410A Classes 0405 Operator OSHA 30 Hour Safety and Health Training</p> <p>Linc University Bachelor's Degree – Project Management Linc University Courses: LINC2204 Agreement Startup Form (FN) LINC2201 Auditing the Service Report ACCT2302 Understanding Linc Financial Reports LINC2320 Analyzing the Field Labor Vehicle Report</p>
List all energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.	<p>Chevron Energy Solutions County of Sutter – HVAC Equipment Replacements Multiple Locations, Yuba City, CA – 2014 \$1,291,176.00 Completed</p> <p>Opterra Energy Services, Unit Retrofit, DDC Controls City of Yuba City, CA – 2015 In Progress \$219,332.00</p> <p>Opterra Energy Services, HVAC Equipment Replacements Patterson USD, Patterson, CA – 2014 – 2015 Opterra negotiating with USD, 1st round with the reduced project scope, \$246,730.00</p> <p>Opterra Energy Services, HVAC Equipment Replacements Hughson USD, Hughson, CA – 2014 – 2015 Opterra negotiating with USD, last meeting prior to school board vote, \$219,437.00</p>

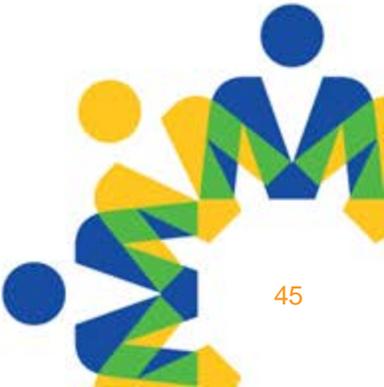




Opterra Energy Services, HVAC Equipment Replacements
Huron/Coalinga USD, Huron/Coalinga CA – 2015
Proposed 3/12/15, \$482,679.00

Indicate the total years of relevant energy-related experience for this individual.

22+ Years of energy and mechanical system related experience



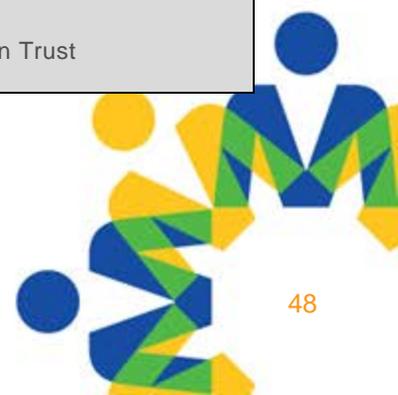
Project Team Member: Todd Havelaar, CEM, LEED AP	
Current Job Title:	Director of Engineering West
Job responsibilities:	Business Development, Business Support, Project Development, Energy Calculations
Number of years with ESCO:	2.5 years (28 years in Energy Industry)
Primary Office Location:	Fort Worth, Texas
Employment History:	2013– Present ABM – Director of Engineering West Develop energy conservation measures for projects and define scope of work with project engineering staff. Calculate energy savings from recommended solutions to determine financial payback. Develop project measurement and verification processes. Support Business development process and growth in West Region. Coordinate with project management staff to define equipment selection criteria to ensure final product meets or exceeds customer expectations. Manage project workflow and Regional resources to ensure solution development needs are satisfied for West Region
Company Name:	
Primary job responsibilities:	
Number of years with firm:	1988 1988-2013 Honeywell, Inc. – Performance Contracting Engineer Assess energy savings opportunities at customer facilities and identify risk factors associated with energy performance guarantees. Interact with onsite technical personnel to understand specific challenges and co-develop solutions. Coordinate subcontractors for electrical, mechanical, plumbing, and controls disciplines. Analyze existing energy usage and define original operating characteristics via measurement of existing equipment efficiencies. Model and calculate energy savings, define cost of project, and develop measurement and verification plan.
Educational Background:	Bachelor of Science - Electrical Engineering South Dakota State University, Brookings, SD
List all academic degrees, certifications, PE registration number and state, professional affiliations, relevant publications and technical training:	Certifications: E.I.T – South Dakota LEED Accredited Professional (LEED-AP) Certified Energy Manager (CEM) Energy Management Professional (EMP) Associations: Member American Society of Heating, Refrigeration, and Air-Conditioning Engineers; ASHRAE Member United States Green Building Council; USGBC Member American Water Works Association; AWWA Member Association of Energy Engineers; AEE
List a sample of the energy performance contracting projects you have been a part of in the past five years:	Todd has been involved in over \$70 million worth of Energy Performance Contracts in the past 5 years. Below are some that are worth highlighting: Arnot Ogden Medical Center, Elmira NY – 2014, \$8 million Anderson County School District #3, Anderson , SC – 2014, \$5 million Jeff Davis County School District, Hazlehurst, GA – 2014, \$4 million Altar Valley School District, Altar Valley, AZ – 2014, \$500K McCamey Independent School District, McCamey, TX – 2010, \$1 million Iraan-Sheffield Independent School District, Iraan, TX – 2010, \$5 million



	<p>Hazleton City Authority – Hazleton, PA \$980,000 Performance Contract Western VA Water Authority – Roanoke, VA \$22 Million Performance Contract</p>
Describe the specific role and responsibilities this individual had for each listed project:	<p>Business Development – Project Level Technical Solutions Development Energy Savings Calculations Project Review – Risk Analysis Establish Measurement and Verification plan</p>
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project:	<p>Business Development – Project Level Technical Solutions Development Energy Savings Calculations Project Review – Risk Analysis Establish Measurement and Verification plan</p>
Describe any other relevant technical experience:	<p>Financial and Technical Expertise – analyzing the best solution for the specific application. With over 25 years of experience specializing in existing buildings, Todd's approach is to recommend solutions that maximize energy savings while delivering the desired performance, and minimizing the disruption to building operations.</p>
Indicate the total years of relevant energy-related experience for this individual:	<p>28+ Years of energy and mechanical system related experience.</p>



Project Team Member:	Richard Cooke
Current Job Title: Job responsibilities: Number of years with current ESCO: Primary Office Location:	Vice President Full P/L & Growth responsibility for ABM Building Solutions, LLC Sacramento, CA since 2014
Employment History: Company Name: Primary job responsibilities:	<p>2014 - Present ABM Building Solutions – Vice President Full P/L responsibility for ABM Building Solutions-Sacramento Meet planned growth, profit, maintenance base and customer retention goals through leadership and management of staff. Implement the Linc System® while redeeming customer obligations in a timely, cost effective, high quality manner. Redeem annual booking plan through staff while adhering to company policies.</p> <p>2005 – 2014 Aircor Commercial Services – Vice President & General Manager Full P/L responsibility for Aircor Commercial Services-Sacramento, San Diego and Spokane, WA Meet planned growth, profit, maintenance base and customer retention goals through leadership and management of staff. Implement the Linc System® while redeeming customer obligations in a timely, cost effective, high quality manner. Redeem annual booking plan through staff while adhering to company policies.</p> <p>1990 – 2005 Aircor Commercial Services - Operations Manager Redeem operating unit gross profit objectives through leadership and management of staff while meeting contractual commitments to customers in a timely, high quality manner.</p>
Educational Background:	2009 SMACNA Business Management Graduate Program Financial Management Certificate 2008 & 2016 SMACNA Business Management University 1984 - 1988 American River College Sheet Metal Workers Local 162 Service Apprenticeship 1979 - 1984 Sacramento City College Mechanical-Electrical Technology Graduation Certificate 2001 – Present Sacramento Valley SMACNA - Board of Directors ***Past President 2011 - Present Northern California Sheet Metal Workers Health Care Plan - Board of Trustees 2011 – Present Sheet Metal Workers Local 162 Defined Contribution Retirement Plan - Board of Trustees 2011 – 2014 Sheet Metal Workers Northern California Pension Trust Board of Trustees





<p>List all academic degrees, certifications, PE registration number and state, professional affiliations, relevant publications and technical training:</p>	<p>2008-2013 Disability Supplemental Trust for Sheet Metal Workers Local 162 Board of Trustees 1995 – 2010 Northern California Sheet Metal Industry Apprentice & Mechanic Training Fund - Board of Trustees 1995 – 2010 Northern California Valley Sheet Metal Workers Joint Apprenticeship Committee – Board of Directors *** Past Chairman of the Board 2000 – 2002 School Board Member Sacred Heart School - Sacramento, CA 2008 – Present ASHRAE Member State of Idaho - Division of Building Safety HVAC Licensing Bureau # HVC-C-10335 - Contractor 925 L Street - Sacramento, CA – 2010</p>
<p>List a sample of the energy performance contracting projects you have been a part of in the past five years:</p>	<p>Oversight of pricing, surveys, start-up, commissioning, scheduling and design of Chiller retrofit. \$500,000 California Technology Agency - Rancho Cordova, CA - 2011 Oversight of pricing, surveys, start-up, commissioning, scheduling and design of Chiller efficiency retrofit project. \$1,200,000 QTS - Sacramento, CA – 2014 Oversight of pricing, surveys, start-up, commissioning, scheduling and design of Chiller Plate & Frame/Controls retrofit project. \$500,000 Chevron Energy Solutions – Yuba City, CA 2014 Oversight of pricing, surveys, start-up, commissioning, scheduling HVAC Equipment Replacements. \$1,300,000 Salida Union School District – Salida, CA - 2015-16 Oversight of pricing, surveys, start-up, commissioning, scheduling and design of HVAC unit replacement, cool roof installation, PV solar installation, water conservation measures, \$3,300,000 Newcastle Elementary School District Newcastle, CA District-wide energy efficiency upgrades to K-8 school buildings. Improvements include: 150 kW Solar PV, HVAC Replacements, New Energy Management Building Controls System, Water Conservation, Sola Tube Daylighting Measures, Internal and External Lighting Retrofits, Cool Roof, Dry Rot Repair, Central Kitchen Upgrades.</p>
<p>Describe the specific role and responsibilities this individual had for each listed project:</p>	<p>Approval, resource management & oversight of the project, Ensuring delivery and the ultimate satisfaction of the client.</p>
<p>Provide a detailed description of the role and responsibilities this individual will have for the duration of this project:</p>	<p>Approval, resource management & oversight of the project, Ensuring delivery and the ultimate satisfaction of the client.</p>
<p>Describe any other relevant technical/energy experience:</p>	<p>32+ years of mechanical/electrical systems operations, maintenance, energy efficiency, design, installation, fabrication, test & balance, building automation & controls.</p>



Name of Project Team Member:	Mark Fisher
Current Job Title: Job responsibilities: Number of years' Experience: Primary Office Location:	Sr. Consultant – ABM Electrical & Lighting Solutions Project Development, Presentation & Financial Analysis 4 Years Pleasanton, CA
Employment History: Company Name: Primary job responsibilities: Number of years with firm:	2012 – Present ABM Electrical & Lighting Solutions – Sr. Sales Consultant Develop technical & financial solutions for current and future customers Assess energy savings opportunities at facilities New business growth strategies Model and calculate energy savings, define project cost Quality control/Customer Expectations Project Development processes 2004 – 2012 OSRAM Sylvania – Executive Major Account Representative Responsible for developing customer relationships and maximizing account penetration and customer retention Worked with National Accounts to develop proactive maintenance, project and system retrofit sales using cost justification based on owning and operating cost reduction Provide technical support to the service/project team
Educational Background: List all academic degrees, certifications, PE registration number and state, professional affiliations, relevant publications and technical training:	Bachelor Degree in International Economics California State University Chico BOMA Member IFMA Member
List a sample of the energy performance contracting projects you have been a part of in the past five years:	Sun City Lincoln Hills, Lincoln CA – 2012 Million Dollar Exterior LED Project (2000+ exterior LED Fixt) Fairfield Unified School District, Fairfield, CA – 2012 Genetech Inc, South San Francisco CA - 2012 San Jose Police Department – San Jose \$300k Energy Efficient Lighting Fixtures with Controls Treat Towers Garage, Walnut Creek, CA - 2013 \$140k New LED fixtures with occupancy/day-lighting controls City of San Jose – San Jose CA – March 2016 \$2.5M Installation of Over 18,000 LED Streetlights Fairfield Unified School District, Fairfield CA –August 2013 \$130K Lighting Efficiency Project Genentech Inc. South San Francisco CA – August 2012 \$2.5 Million Energy Efficient Lighting Fixtures with Controls BAY Area Rapid Transit – S.F. Bay Area 2010 – 2015 Lighting Upgrade Projects at 5 BART Stations Treat Towers Garage, Walnut Creek CA – September 2013 \$140K New LED fixtures with occupancy/day-lighting controls
Describe any other relevant technical experience:	Technical Solutions Development Energy Savings review Project Review – Risk Analysis



Glossary of Terms

Btu – British Thermal Units: A measurement of energy consumption. More specifically, the quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit. *MBtu = 1,000 Btu; MMBtu = 1,000,000 Btu*

ECM – Energy and Water Conservation Measure: any measure that will save energy or water including but not limited to: Lighting retrofit, air conditioning/heating repair or replacement, adding or upgrading HVAC controls, or replacing toilets or urinals with low-flow fixtures.

EMS – Energy Management System: the controls that are used to operate the HVAC and/or lighting equipment. Also may be referred to as Building Automation System (BAS).

Emissions: The Greenhouse Gas Protocol divides emission standards into 3 categories:

- Scope 1 – **Direct** – emissions from the combustion of fuel in stationary equipment such as boilers, furnaces, and power generators. Also included are emissions from refrigerant used in mechanical cooling.
- Scope 2 – **Indirect** – emissions from the use of procured energy that is generated off-site such as electricity, district chilled water, and district steam.
- Scope 3 – **Other Indirect** – emissions from the consumption of energy in non-stationary equipment such as air travel, campus vehicles, commuters, or farm animals.

ESCO - Energy Services Company: Companies that contract with private and public sector energy users to provide cost-effective energy efficiency retrofits across a wide spectrum of client facilities, from college campuses to water treatment plants.

GHG tons – Greenhouse Gas tons: These are the equivalent carbon tons of carbon dioxide, methane, and nitrous oxide emissions from burning fuels on site or using electricity.

- 1 ton of carbon dioxide = 1 carbon ton;
- 1 ton of methane = 23 carbon tons;
- 1 ton of nitrous oxide = 1 carbon ton.

Emissions based on electricity generation are dependent upon the utility provider's fuel source for generating electricity, which varies by region.

HVAC – Heating/Ventilation/Air Conditioning: also referred to as mechanical equipment.

kW – Kilowatt: Unit of measurement for electrical consumption. One kWh is equivalent to the energy consumed by ten 100-watt light bulbs burning for one hour.

LOI – Letter of Intent: The Letter of Intent is the commitment required to move to the Investment Grade Audit.

PEA – Preliminary Energy Assessment: This can also be called the Preliminary Audit or Preliminary Analysis.

PG&E - Pacific Gas and Electric Company: The Pacific Gas and Electric Company PG&E is an investor-owned electric utility (IOU) with publicly traded stock that is headquartered in the Pacific Gas & Electric Building in San Francisco. PG&E provides natural gas and electricity to most of the northern two-thirds of California, from Bakersfield almost to the Oregon border which represents 5.2 million households.[4]:27[5] PG&E is overseen by the California Public Utilities Commission.

PPA: Power Purchase Agreement

PV: Photovoltaic

REC – Renewable Energy Credit: This is the environmental value of the energy produced by a solar PV system or other recognized renewable technology. RECs are gaining popularity, and in many places these credits have valuable financial value.

ROM – Rough order of magnitude typically +/-30%

SMUD – Sacramento Municipal Utility District: As the nation's sixth-largest community-owned electric service provider, SMUD has been providing low-cost, reliable electricity for more than 65 years to Sacramento County (and small adjoining portions of Placer and Yolo Counties).

Therm – A unit of heat equal to 100,000 British thermal units (btu's).

Ton (T) – One ton is equivalent to 12,000 Btu/hr. A ton of refrigeration produces the same amount of cooling energy as one ton of ice melting in a 24-hour period



ITEM NO. 9

**CHANGE ORDERS AND
PROPOSED PROJECT
MODIFICATION RELATING
TO THE TABLE MOUNTAIN
ROUNABOUT PROJECT**

**MAY BE RECEIVED
UNDER SEPARATE
COVER**

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

RE: 2016/2017 LEAF PICKUP PROGRAM

DATE: NOVEMBER 15, 2016

SUMMARY

The Council will receive an update on the City's 2016/2017 Leaf Pickup Program.

DISCUSSION

Historically, the City has provided leaf pickup for residential areas in the City, including areas where no, or very few, City owned trees are present. Last year, the City's leaf pickup program ran from November 2, 2015 through February 2, 2016. Due to low staffing levels and the City's current finances, the scope of the City's Leaf Pickup Program is currently infeasible and the program needs to be scaled back while still providing services in areas where City-owned trees are concentrated to ensure streets, storm drains and gutters remain clean.

This year the City staff is suggesting to limit the Leaf Pickup Program to the historic downtown area starting December 1, 2016 through January 2, 2017, and will not be providing services for leaf pickup in the foothill areas where City owned trees are either minimal or nonexistent. The historic downtown area is the location within the City with the highest concentration of City-owned trees. The City may also provide additional leaf pickup, as necessary, in areas outside of the historic downtown where large concentrations of City-owned trees may be present.

FISCAL IMPACT

Savings/reallocation of staff time and equipment related to the leaf pickup program (fuel cost, use of street sweeper and haul trucks, etc.).

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

A – Map of Historic Downtown Oroville

Historic Downtown Oroville

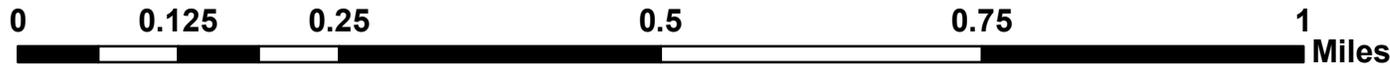
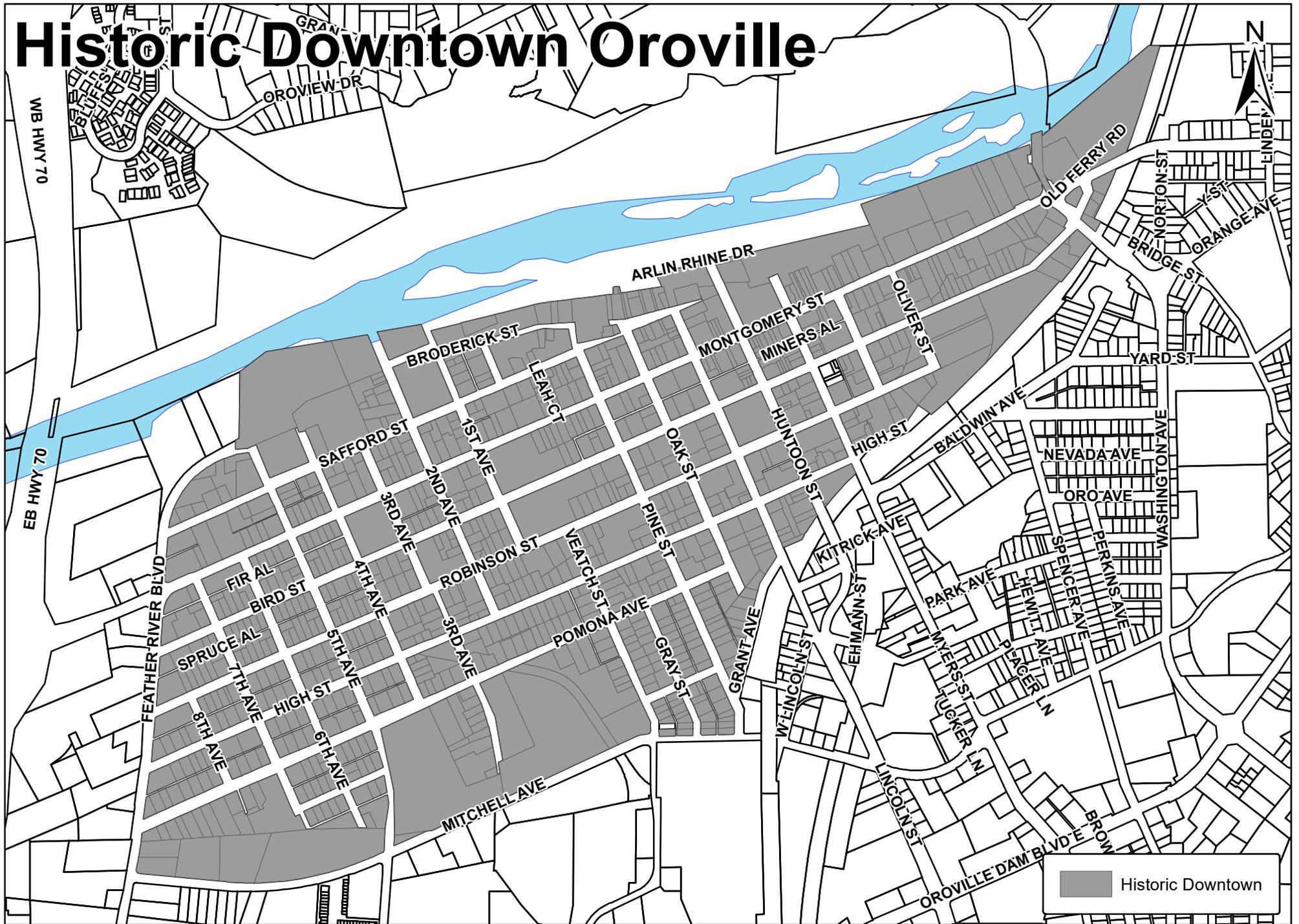


EXHIBIT
A



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE AND BUSINESS ASSISTANCE
COORDINATOR (530) 538-4307
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPT.**

RE: 17th ANNUAL ECONOMIC FORECAST CONFERENCE SPONSORSHIP

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider sponsoring the 17th Annual Economic Forecast Conference, in the amount of \$1,500. *(Funding would be paid through the Cal Recycle Recycling Development Zone grant funds. There would be no impact to the City's General Fund)*

DISCUSSION

The City of Oroville has participated in the CSU Chico Center for Economic Development's Annual Economic Forecast Conference for many years, and as a sponsor since 2008. Prior to 2014, the City had been a Silver level sponsor (\$5,000) through the Enterprise Zone (EZ) budget that was funded by the Redevelopment Agency (RDA). Four years ago, the state of California eliminated both the RDA and the EZ which eliminated the funding sources. In 2014, the City and RMDZ did a \$5,000 sponsorship, funding \$1,000 from the Oroville RMDZ Zone Incentive Funds (ZIF) and \$4,000 from the City. CalRecycle did not provide ZIF funding from the state budget last year but they have approved using \$1,500 from the RMDZ ZIF market grant this year to fund a \$1,500 Silver level sponsorship this year. This \$1,500 would be from an Oroville City Council approved ZIF grant of \$13,500 over three fiscal years, 2015-2017. **No General Fund money will be used.** Funding from the City and Oroville businesses is critical to keeping the conference in Oroville. The conference was held in Chico prior to it coming to Oroville four years ago. If support for the conference is not provided, it will very likely be moved back to Chico and Oroville will not have this great opportunity to get these 500 business and government leaders to the Oroville area.

The 17th annual Economic Forecast Conference being held on January 19, 2017 at Gold Country Casino will provide an in-depth and candid look at actionable and relevant economic trends. This year's conference will look at a variety of regional economic drivers, emphasizing opportunities for growth, development and prosperity.

The key advantages of the City of Oroville “Silver” level conference sponsor are:

- The opportunity to be a key player in one of the region’s “must-attend” business events
- Recognized support of the excellent line up of professional speakers
- Recognition in the conference marketing materials and literature
- **Over 500 attendees** – bankers, government officials, business people, influential community leaders coming to the Oroville area
- 10,000 postcards and flyers distributed to individuals and businesses throughout the north state region
- Media and newspaper coverage
- Supporting economic development efforts

In addition, the Oroville RMDZ will be:

- Listed in the conference program
- Introduced at the conference and thanked for the support
- The Oroville RMDZ name and logo will be posted on the Web site and linked to our City web site
- The Oroville RMDZ marketing materials will be inserted into the attendance packets
- The Oroville RMDZ banner will be displayed at the conference

The Silver level sponsorship also includes a tradeshow location for the Oroville RMDZ/City booth at no additional cost.

The RMDZ/City will receive three complimentary tickets and additional tickets may be available at a discounted price. The registration fee includes breakfast, lunch and attendance at the breakout sessions.

The Silver Sponsorship at \$1,500 includes:

- Three conference tickets
- One networking dinner invitation
- One tradeshow location
- Acknowledgement on conference materials

FISCAL IMPACT

The \$1,500 for Silver level sponsorship is available in the Reimbursable ZIF grant of \$13,500. \$13,000 of the grant amount is unspent at this time. CalRecycle has approved this \$1,500 expenditure and the City will be reimbursed when the event is over.

Recycle Fund 113-6360-5051 \$1,500

RECOMMENDATION

Approve the \$1,500 "Silver" level sponsorship in support of the 17th Annual Economic Forecast Conference, to be held January 19, 2017, at the Gold Country Event Center.

ATTACHMENT(S)

A - 17th Annual Economic Forecast Conference Sponsorship Opportunities Flyer
B - Payment Invoice

EXHIBIT - A

Rick C. Farley

From: Center for Economic Development (CED) <dan@cedcal.ccsend.com> on behalf of Center for Economic Development (CED) <dripke@csuchico.edu>
Sent: Wednesday, October 26, 2016 12:17 PM
To: Rick C. Farley
Subject: Early Bird Registration Special and Speaker Updates

Having trouble viewing this email? [Click Here.](#)

Hi, just a reminder that you're receiving this email because you have expressed an interest in Center for Economic Development - Northeastern California SBDC. Don't forget to add dripke@csuchico.edu to your address book so we'll be sure to land in your inbox!

You may [unsubscribe](#) if you no longer wish to receive our emails.



Visit Our Website

Gold Country Event Center
4020 Olive Hwy
Oroville, CA 95966

Thursday, January 19, 2017
8:00 AM – 4:30 PM



**BUILDING
PUBLIC-PRIVATE
PARTNERSHIPS**



Early Bird Registration Special:

- **Individual:** \$115
- **Table of 8:** \$805
- **Chamber of Commerce Table of 8:** \$700
- **Elected County Board of Supervisors:** \$85
- **Tradeshow Booth:** \$500

****Early Bird Registration ends December 25, 2016.****

Register Now

All Conference Tickets Include: Breakfast & Lunch, Access to Tradeshow & Raffle, Three Main Speakers, and Two Breakout Session Panels.



Speaker Updates

Keynote Speaker:

Peter Luchetti

Managing Partner, Table Rock Capital

[Website](#)

Peter Luchetti is the founder of Table Rock Capital LLC ("TRC") an infrastructure fund that invests in transportation, energy, social infrastructure, water & waste, and

communications. From 1994 to 2004, Mr. Luchetti was Global Head of Project Finance for Banc of America where he managed a 140- person team working in 32 countries around a \$5.5 billion portfolio of private debt and equity covering all infrastructure sectors. Mr. Luchetti was appointed by the Governor of California to the Board of the California Infrastructure Bank in October 2013 where he serves as Vice Chair. Mr. Luchetti also serves on the Board of the Bay Area Council Economic Institute ("BAEI") as well as the portfolio companies that comprise the TRC portfolio. He has completed 5 white papers on infrastructure and played a central role in the formation of the Marin Energy Authority ("MEA") the first Community Choice Aggregation enterprise in California.

Bill Watkins Ph.D.

*Associate Professor and Executive Director,
Center for Economic Research and Forecasting
California Lutheran University*

[Website](#)

Bill Watkins, Ph.D., is Executive Director of the CLU Center for Economic Research and Forecasting and an associate professor of economics. Since joining the CLU community in June 2009, he has helped launch CLU's new master of science in economics - a program that focuses on forecasting and applied research. Prior to coming to CLU, Watkins served as the Executive Director of the University of California, Santa Barbara, Economic Forecast Project. Previously, he served as an economist in the Monetary Affairs Division of the Board of Governors of the Federal Reserve System in Washington, D.C. He is quoted regularly by news organizations throughout the world on the issues of demographic trends, economic development, workforce issues, equity, and California economics.

Speaker Information

Breakout Session Topics:

- | Building Better Broadband | North State Public-Private Partnerships |
- | Commercial Real Estate | Regional Economic Development |
- | Small Business Financing Sources |
- | Recreation & Ag. Tourism | Water & Agriculture |
- | Workforce Development |

Thank You For Sponsoring the Conference!



Rabobank



Shasta College
Agriculture

Shasta College Small
Business DSN

Center for Economic Development - Northeastern California SBDC,
California State University, Chico, Chico, CA 95929-0765

[SafeUnsubscribe™ farleyrc@cityoforoville.org](mailto:SafeUnsubscribe™_farleyrc@cityoforoville.org)

[Forward this email](#) | [Update Profile](#) | [About our service provider](#)

Sent by dripke@csuchico.edu in collaboration with



Try it free today



Remit Payment to:
The University Foundation
California State University, Chico
SSC 230
Chico, CA 95929-0242
(530) 898-5245

To: Oroville Recycling Market Development Zone
Date: 08/23/2016
c/o Rick Farley
1735 Montgomery Street
Oroville, CA 95965

Invoice #: 2017ECONFORECONF
Amount Due: \$1,500.00

(Please detach and return this portion with payment)

Amount Paid: _____

PAYMENT REQUEST

Description:
Silver Sponsorship of the 2017 Economic Forecast Conference

**Make checks payable to:
The University Foundation**

Total Due: \$1,500.00

Foundation use only:
SSC - Project 06695

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE & BUSINESS ASSISTANCE
COORDINATOR
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: 2017 INTERNATIONAL COUNCIL OF SHOPPING CENTERS EVENT

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider allowing two (2) staff members to attend the International Council of Shopping Centers (ICSC) Monterey Idea Exchange event, to be held March 8th – 9th, 2017, in Monterey, California.

DISCUSSION

City staff believes that this specific ICSC event will help to market the opportunities that are available in the Oroville community. Attending this event should help staff to stimulate new and exciting economic development growth and projects for the community. Specifically, the 2017 Monterey Idea Exchange event provides for educational, networking and deal making opportunities to be developed. This two-day regional meeting provides an opportunity to gain information about current industry issues and trends, meet and interact with colleagues doing business in the same region and make deals in the Northern California region. This event will be held on Wednesday and Thursday, March 8 and 9, 2017, in Monterey, CA. The attendees would travel on Tuesday afternoon, stay over on Tuesday and Wednesday nights and return Thursday evening.

DESCRIPTION	COST	2 EMPLOYEES
Registration Fee (ICSC Members) *	\$ 250.00	\$ 250.00
CISC Membership for one person	\$ 100.00	\$ 100.00
Hotel accommodations for 2 nights	\$ 420.00	\$ 840.00
Meals (Per Diem)	\$ 203.50	\$ 407.00
Travel – City Vehicle gasoline	\$ 120.00	\$ 120.00
TOTAL COST		\$ 1,717.00

- The registration fee can be reimbursed from the Recycling Market Development (RMDZ) Zone Incentive Fund(ZIF) grant. This reduces the City's cost to \$1,467.

City Administration requests the Council consider that the Community Development Director and the Enterprise Zone and Business Assistance Coordinator attend this specific event. The Council may also wish to assign a council member to attend the event to help support and provide information regarding Oroville opportunities.

FISCAL IMPACT

The Monterey event will cost approximately \$733.50 per attendee for a total fee of \$1,467.00, after the \$250 reimbursement from CalRecycle. The cost includes registration, hotel, meals and travel to the event.

Planning	2201-6480	\$733.50
Building	2301-6480	\$733.50

RECOMMENDATIONS

Authorize two (2) staff members to attend the International Council of Shopping Centers Monterey Idea Exchange event, to be held March 8th – 9th, 2017, in Monterey, California.

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE & BUSINESS ASSISTANCE
ASSISTANCE COORDINATOR
DONALD L. RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: COMMERCIAL LEASE AGREEMENT WITH GOLDEN STATE
STONEWORKS, LLC**

DATE: NOVEMBER 15, 2016

SUMMARY

The Council may consider a Commercial Lease Agreement with Golden State Stoneworks, LLC, for the rental of a commercial property located at the 2075 Baldwin Avenue, Oroville.

DISCUSSION

The City obtained the commercial property at 2075 Baldwin Avenue in August, 2016, as a result of a foreclosure on a City business loan client. Golden State Stoneworks, LLC, was occupying the building at the time the foreclosure was completed and has approached the City requesting to enter into a month-to-month rental agreement for the property until it is sold. Mr. Daniel Rhodes and Mr. Jim Hagerty are the owners of Golden State Stoneworks, LLC. They took over the operations from Lake Oroville Monument Company that went out of business in December, 2015. The rental agreement would also cover the use of the equipment.

A summary of the Agreement is as follows:

Premises: 2075 Baldwin Street approximately 7,320 sq. ft. (\$0.14 per sq. ft.)

Lease Term: Month-to-month

Rent: \$1,000.00 per month

Security Deposit: \$1,000

The tenant has indicated that no tenant improvements are currently proposed. Any future alterations, additions, or improvements made by or on behalf of tenant to the unit shall be subject to the City's prior written consent.

FISCAL IMPACT

The tenant will provide monthly rental payments in the amount of \$1,000 to the City's Business Loan Fund Revenue Acct. 7071-XXX-4538453 for the term of the Agreement.

RECOMMENDATIONS

Adopt Resolution No. 8556 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH GOLDEN STATE STONEWORKS, LLC, FOR 2075 BALDWIN AVENUE, OROVILLE – (Agreement No. 3198)

ATTACHMENTS

Resolution No. 8556
Agreement No. 3198
Commercial Property Plat Map

**CITY OF OROVILLE
RESOLUTION NO. 8556**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH GOLDEN STATE STONeworks, LLC FOR THE COMMERCIAL PROPERTY LOCATED AT 2075 BALDWIN AVENUE, OROVILLE

(Agreement No. 3198)

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

1. The Mayor is hereby authorized and directed to execute a Commercial Lease Agreement with Golden State Stoneworks, LLC to rent the commercial property located at 2075 Baldwin Avenue. 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 15, 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

**CITY OF OROVILLE PUBLIC FACILITY
LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 15th day of November, 2016, between the City of Oroville ("Landlord"), and Golden State Stoneworks, LLC ("Tenant").

BUSINESS TERMS

Landlord: **CITY OF OROVILLE**

Tenant: **GOLDEN STATE STONEWORKS, LLC**

Premises: APN: 012-160-071-000
approximately 7,320 sq. ft. and 1.21 acres

Permitted Use: See Table 26-34.020-1 of the Oroville Municipal Code
"Allowed Uses in Mixed-Use Districts"

Current Zoning: Downtown Mixed-Use (MXD)

Term: Month-to-month.

Renewal Option: Subject to negotiation.

Base Rent: \$1,000.00 per month

Deal NPV N/A

Percentage Rent: NONE

Net Lease: Tenant is to pay pro rata share for all taxes, insurances, and common area maintenance charges as subject to Paragraphs 6, 8, and 9.

The tenant is responsible for all occupancy costs for the Premise as subject to Paragraph 7.

Security Deposit: \$1,000

Security Deposit is held to mitigate damage that may result to the Premise from business operations as subject to Paragraph 5. Deposit is returned in full with no interest when Premise has been vacated and inspected by the City of Oroville to assess its condition.

Rent Commencement: Rent, as subject to Paragraph 4, shall commence upon execution of this Lease Agreement. Tenant shall pay Landlord its pro-rata share of rent for the first month rent commences for the Premise.

Possession: At execution of Lease Agreement by all parties, which requires approval of the City Council.

Condition of Premises: Notwithstanding the "Construction Allowance" section, the Landlord is to provide Tenant the Premises in its "as is" condition as subject to Paragraph 2. Tenant is willing to take the Premises in "as is" condition.

If any work is to be performed by the tenant, A Tenant Improvement Plan shall be submitted to the City for approval prior to work being performed.

Construction Allowance: Not applicable.

Building Signage: Signage shall be in conformance with the Zoning Code, all applicable sign regulations, and approved by the Landlord prior to installation or placement. All signage shall be at Tenant's expense.

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Except as provided in Paragraph 11, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility under Paragraph 11.

3. **Use.** The Premises shall be used only for the purpose of manufacturing, receiving, storing, shipping and selling of products, materials and merchandise made and/or distributed by Tenant and for such other lawful purposes as may be incidental thereto. Tenant must comply with the City Zoning Code and all applicable portions of the City Municipal Code. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Tenant will use the Premises in a careful, safe and proper manner and

will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements") unless such Legal Requirements are met due to their "grandfathered" nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their "grandfathered" nature. Tenant must receive Landlord's written authorization and approval for all alteration or modifications to the Premises.

4. **Base Rent.** Tenant shall pay Base Rent in the amount set forth above. The first month's Base Rent, the Security Deposit, and the first monthly installment of estimated Operating Expenses (as hereafter defined) shall be due and payable on the date hereof, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month succeeding the Commencement Date. Payments of Base Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at the City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in any monthly installment of Base Rent for more than 5 business days, Tenant shall pay to Landlord on demand a late charge equal to 5 percent of such delinquent sum. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Security Deposit.** Tenant shall deposit with the Landlord the sum set forth above as "Security Deposit" in one installment of \$1,000. The security deposit shall be due concurrently with the execution of this Lease. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be

necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within 10 days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund, but may commingle the security deposit with its own funds. The failure of Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

6. **Operating Expense Payments.** Intentionally Omitted.

7. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. The interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

8. **Taxes.** If any such tax or excise is levied or assessed directly against Tenant, including but not limited to possessory tax, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

TENANT INITIALS _____

9. **Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed

in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

10. **Construction Allowance.** Not applicable.

11. **Landlord's Duties.** Landlord makes no express or implied warranties regarding the structural soundness of the Premises. Landlord does not warrant that the Premises will be maintained in good repair nor is it the responsibility of Landlord to maintain the Premises.

12. **Tenant's Duties.** Tenant accepts the Premises "as is", subject to the terms in Paragraph 11. Tenant shall bear the full cost of any repair or replacement to any part of the Building or Premise that results from damage caused by Tenant, its agents, contractors, or invitees and any repair that benefits only the Premises.

13. **Tenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent. Tenant shall cause, at its

expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval. Landlord may monitor construction of the Tenant-Made Alterations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any such items or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Tenant shall repair any damage caused by such removal.

Tenant, at its own cost and expense and without Landlord's prior approval, may paint interior spaces, erect such shelves, bins, machinery and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal.

14. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

15. **Parking.** Off-street parking is provided by Landlord on the Premises.

16. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the

Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

17. **Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Premise, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

18. **Assignment and Subletting.** Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease in an amount not to exceed \$1,500. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of

the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

It shall be reasonable for the Landlord to withhold its consent to any assignment or sublease in any of the following instances: (i) an Event of Default has occurred and is continuing that would not be cured upon the proposed sublease or assignment; (ii) the assignee or sublessee does not have a net worth which is consistent with net worth of other tenant's which Landlord is entering into leases with in the Premise; (iii) the intended use of the Premises by the assignee or sublessee is not consistent with the use provision herein; (iv) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate an agreement binding upon Landlord with regard to the identity of tenants, usage in the Premise, or similar matters; (v) the identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Premise; (vi) the assignment or sublet is to another tenant in the Premise and is at rates which are below those charged by Landlord for comparable space in the Premise and Landlord has space available in the Premise to accommodate the tenant's needs; (vii) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; (viii) the proposed assignee or sublessee is a governmental agency; or (ix) there is vacant space in the Premise suitable for lease to the proposed sublessee or assignee. Tenant and Landlord acknowledge that each of the foregoing criteria are reasonable as of the date of execution of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may request.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings). In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefore or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent

set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

19. **Indemnification.** Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premise and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 19.

20. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

21. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

22. **Surrender.** Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 16 and 17 excepted. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

23. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to 150 percent the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 23 shall not be construed as consent for Tenant to retain possession of the Premises. For purposes of this Paragraph 23, "possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has complete and total dominion and control over the Premises, and Tenant has completely fulfilled all obligations required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises.

24. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of 5 business days from the date such payment was due.

(ii) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(iv) Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the

Premises will be properly maintained after such vacation. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

(v) There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after Tenant's receipt of notice of any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

25. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of 18 percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as

used in clauses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)." Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Premise before reletting the Premises). Landlord shall not be liable, nor

shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

26. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premise, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

27. **Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

28. **Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premise or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

29. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in

favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

30. **Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

31. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premise by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by

Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premise), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 31, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

32. **Rules and Regulations.** Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises. The current rules and regulations are attached hereto. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

33. **Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Premise, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

34. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental

restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord ("Force Majeure").

35. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

36. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

38. **Notices and Termination.** Tenant shall be given written notice of rent changes or changes in the terms of the tenancy not less than thirty (30) days in advance of the day the rent is due. Both Tenant and Landlord shall give thirty (30) days written notice in the event that the rental is to be vacated. In the event that Tenant has occupied the rental for more than one year, Landlord shall give the renter no less than sixty (60) days written notice to terminate the tenancy. This notice period may be lengthened or shortened by written agreement.

39. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand-delivery addressed to the parties at their addresses below, and with a copy sent to Landlord at City of Oroville, Attn: City Administrator, 1735 Montgomery Street, Oroville, California, 95965. Either party may by notice

given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(e) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(h) Any amount not paid by Tenant within 5 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 15 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Premise is located, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(m) In the event the total square footage and/or the footprint of the Leased Premises is modified by Landlord for purposes of practicality in compliance with any state or federal law, including but not limited to the Americans with Disabilities Act, Tenant agrees to accept such modifications without compensation. In the event Tenant reasonably believes such modifications prevent Tenant's Use of the Premises, as outlined in Paragraph 3, Tenant's sole remedy is to meet and confer with Landlord to seek voluntary modification of the Lease.

40. **Landlord's Lien/Security Interest.** Tenant hereby grants Landlord a security interest, and this Lease constitutes a security agreement, within the meaning of and pursuant to the Uniform Commercial Code of the state in which the Premises are situated as to all of Tenant's property situated in, or upon, or used in connection with the Premises (except merchandise sold in the ordinary course of business) as security for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay rent. Such personality thus encumbered includes specifically all trade and other fixtures for the purpose of this Paragraph and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. In order to perfect such security interest, Tenant shall execute such financing statements and file the same at Tenant's expense at the state and county Uniform Commercial Code filing offices as often as Landlord in its discretion shall require; and Tenant hereby irrevocably appoints Landlord its agent for the purpose of executing and filing such financing statements on Tenant's behalf as Landlord shall deem necessary.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**CITY OF OROVILLE
LANDLORD**

**GOLDEN STATE STONEWORKS, LLC
TENANT**

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Print: James Hagerty

ATTEST

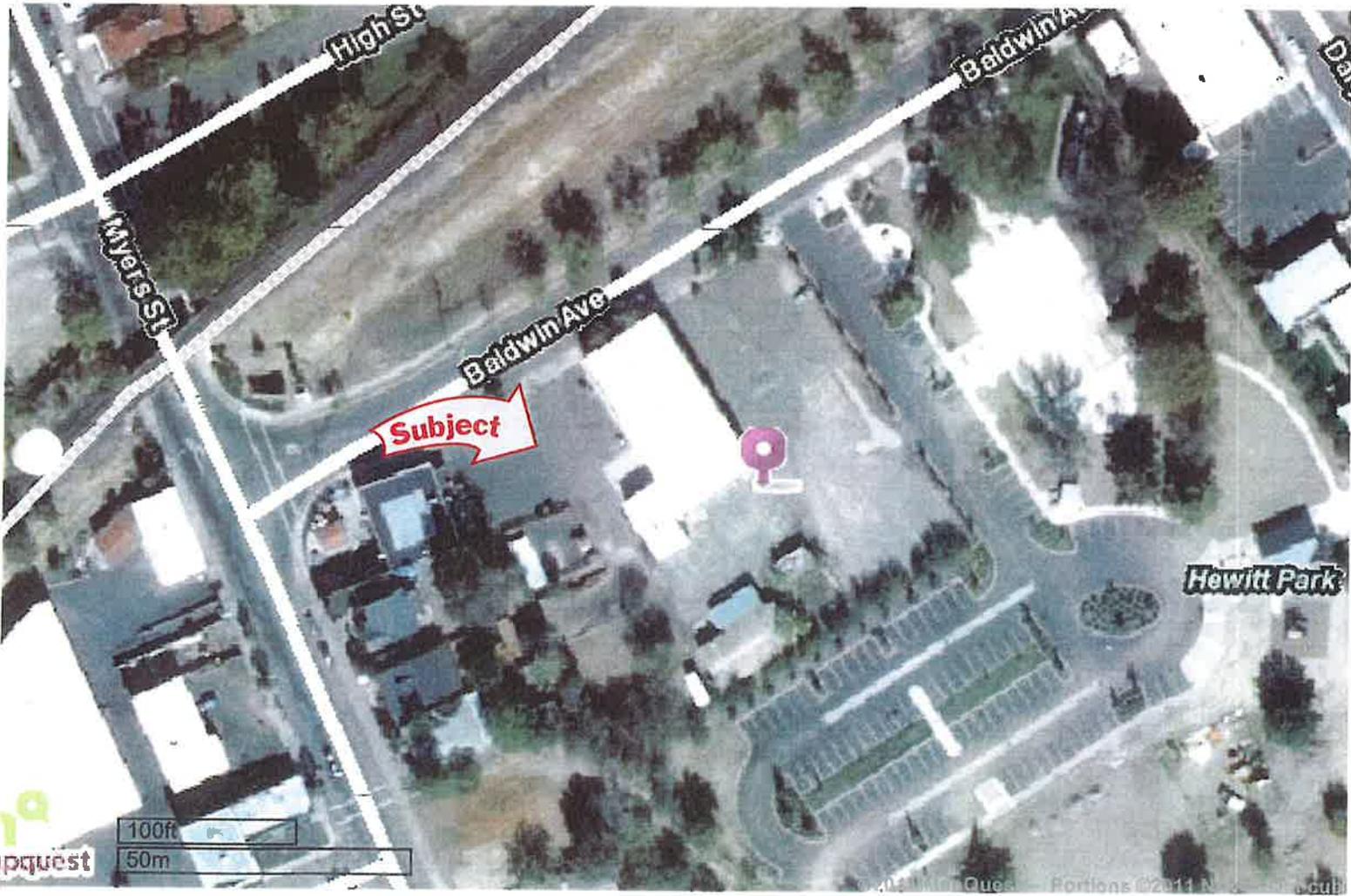
By: _____
Donald Rust, Acting City Clerk

By: _____
Print: Daniel Rhodes

APPROVED AS TO FORM

BUSINESS LICENSE NO.

By: _____
Scott E. Huber, City Attorney



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RUTH WRIGHT, FINANCE DIRECTOR

RE: FISCAL YEAR 2015/2016 YEAR-END REVIEW

DATE: NOVEMBER 15, 2016

SUMMARY

The Council will receive information regarding the projected surplus for the 2015/2016 year-end review.

DISCUSSION

Fiscal Year 2015/2016 ended June 30, 2016, with a projected surplus of \$594,005. This surplus amount is due to one-time revenues received during the fiscal year. At the time the 2015-16 budget was prepared, there was a projected budget shortfall. One-time revenues of \$738,500 were included into the budget to balance the shortfall. Of the budgeted \$738,500, only \$682,000 was received due to unforeseen State cutbacks.

During the fiscal year, the Council approved three Fund closures that created one-time transfers to the General Fund. Fund 100, Community Promotions Fund, was transferred back to the General Fund as the General Fund has a budget that is basically used for the same purpose. Fund 165, Contingency Fund, was closed and the balance was transferred to the General Fund and designated as Reserves. Fund 276, OAD Debt Svc Fund, was inactive for eight years and was no longer needed for debt servicing. This amount was also transferred to the General Fund. Transfers due to Fund closures were Fund 100 - \$60,200, Fund 165 - \$272,568 and Fund 276 - \$118,378 respectively, for a total of \$451,146.

One-time revenues used to balance the budget at the beginning of the year included \$682,000 and the Fund closures of \$451,146 amounting to \$1,133,146 in one-time revenues.

The exact amount may change due to any possible adjustments recommended by our auditors. The Council will receive an exact amount when the annual financial statements are completed.

FISCAL IMPACT

Projected annual surplus for the year ended June 30, 2015 of \$594,005 for the City's General Fund.

RECOMMENDATIONS

1. Transfer \$134,182 to the City's Debt Service Fund to eliminate the deficit and the remainder of the surplus to the City's Reserve balance per the reserve policy; or
2. Provide direction, as necessary.

ATTACHMENTS

City Revenue and Expense for June 30, 2016 compared to the prior year
City Revenue and Expense for June 30, 2016 compared to the budget for same year

CITY OF OROVILLE
REVENUES AND EXPENDITURES
GENERAL FUND

	Prior Year Actual 14-15	Current Year Actual 15-16	Difference Increase (Decrease)
REVENUES			
Taxes:			
Property taxes	1,920,182	1,069,274	(850,908)
Sales and use taxes	2,897,928	3,356,969	459,041
Sales and use taxes in-lieu	2,231,317	1,890,523	(340,794)
Transient occupancy taxes	469,311	523,926	54,615
Utility Users taxes	1,630,983	1,769,229	138,246
Franchise taxes	656,824	646,327	(10,497)
Other taxes	69,097	35,448	(33,649)
License and permits	418,128	487,658	69,530
Fines and forfeitures	59,945	72,235	12,290
Interest, rents and concessions	28,986	46,188	17,202
Intergovernmental revenues	319,163	536,037	216,874
Charges for services	369,358	263,421	(105,937)
Other revenues	375,602	1,238,540	862,938
TOTAL REVENUES	11,446,824	11,935,775	1,012,800
EXPENDITURES			
Current:			
General Government	2,642,410	2,292,007	(350,403)
Public Safety	7,287,019	8,649,872	1,362,853
Public Works	181,030	174,574	(6,456)
Streets and Storm Drains	633,223	874,720	241,497
Parks and Leisure	708,163	757,382	49,219
Planning & Community Development	310,554	242,389	(68,165)
Capital Outlay	137,536	0	(137,536)
TOTAL EXPENDITURES	11,899,935	12,990,944	1,091,009
Excess (Deficiency) of Revenues over Expenditures	(453,111)	(1,055,169)	
OTHER FINANCING SOURCES (USES)			
Transfers in	1,531,061	1,807,654	276,593
Transfers out	(146,989)	(158,480)	(11,491)
TOTAL OTHER FINANCING SOURCES (USES)	1,384,072	1,649,174	
NET INCREASE IN FUND BALANCE	930,961	594,005	336,956
FUND BALANCE BEGINNING	2,849,097	3,780,058	
FUND BALANCE ENDING	3,780,058	4,374,063	

**CITY OF OROVILLE
REVENUES AND EXPENDITURES
GENERAL FUND**

	Budget 15-16	Actual 15-16	Difference
REVENUES			
Taxes:			
Property taxes	1,506,463	1,069,274	(437,189)
Sales and use taxes	3,214,018	3,356,969	142,951
Sales and use taxes in-lieu	2,140,166	1,890,523	(249,643)
Transient occupancy taxes	454,057	523,926	69,869
Utility users taxes	1,607,448	1,769,229	161,781
Franchise taxes	673,879	646,327	(27,552)
Other taxes	40,157	35,448	(4,709)
License and permits	487,000	487,658	658
Fines and forfeitures	51,000	72,235	21,235
Interest, rents and concessions	28,809	46,188	17,379
Intergovernmental revenues	275,649	536,037	260,388
Charges for services	296,013	263,421	(32,592)
Other revenues	1,000,282	1,238,540	238,258
TOTAL REVENUES	11,774,941	11,935,775	160,834
EXPENDITURES			
Current:			
General Government	2,517,029	2,292,007	(225,022)
Public Safety	8,617,703	8,649,872	32,169
Public Works	178,229	174,574	(3,655)
Streets and Storm Drains	913,928	874,720	(39,208)
Parks and Leisure	826,693	757,382	(69,311)
Planning & Community Development	254,978	242,389	(12,589)
Capital Outlay	0	0	0
TOTAL EXPENDITURES	13,308,560	12,990,944	(317,616)
Excess (Deficiency) of Revenues over Expenditures	(1,533,619)	(1,055,169)	
OTHER FINANCING SOURCES (USES)			
Transfers in	1,642,099	1,807,654	165,555
Transfers out	(158,480)	(158,480)	0
TOTAL OTHER FINANCING SOURCES (USES)	1,483,619	1,649,174	
NET INCREASE IN FUND BALANCE	(50,000)	594,005	
FUND BALANCE BEGINNING	2,849,097	2,849,097	
FUND BALANCE ENDING	2,733,804	3,748,318	

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 1900 CHURN CREEK RD
 STE 215
 REDDING, CA 96002
 (530) 224-4830

File Number: **573843**
 Receipt Number: **2394516**
 Geographical Code: **0404**
 Copies Mailed Date: **October 26, 2016**
 Issued Date:

DISTRICT SERVING LOCATION: **REDDING**

First Owner: **BROWN, JESSE JAMES**
 Name of Business: **EXCHANGE, THE**
 Location of Business: **1975 MONTGOMERY ST**
OROVILLE, CA 95965

County: **BUTTE**

Is Premise inside city limits? **Yes** Census Tract **0028.00**

Mailing Address: **26 APICA AVE**
 (If different from premises address) **OROVILLE, CA 95966**

Type of license(s): **47**

Transferor's license/name: Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
47 - On-Sale General Eating	ANNUAL FEE	P0	N	1	10/26/16	\$572.00
47 - On-Sale General Eating	ORIGINAL FEES	NA	Y	0	09/20/16	\$13,800.00
NA	FEDERAL FINGERPRINTS	NA	N	2	10/26/16	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	10/26/16	\$78.00
Total						\$14,498.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **BUTTE**

Date: **September 20, 2016**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

BROWN, JESSE JAMES

See 211 Signature Page

MILLS, DEBORAH MARIE



Treasurer – Tax Collector

Peggy Moak, Treasurer-Tax Collector

Property Tax Division

25 County Center Drive, Suite 125
Oroville, California 95965-3384

T: 530.538.7701
F: 530.538.6551

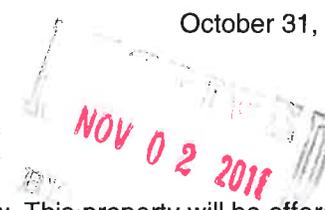
buttecounty.net/ttc

NOTICE OF SALE OF TAX-DEFAULTED PROPERTY

City of Oroville
Building/Code/Fire Prevention
1735 Montgomery Street
Oroville, CA 95965-4897

October 31, 2016

IMPORTANT NOTICE TO PARTIES OF INTEREST



Our records indicate that you may have a legal interest in the property described below. This property will be offered for sale at auction to the highest bidder, at the place, date and time indicated. The proposed sale is for the purpose of satisfying unpaid taxes, penalties and costs. The amount currently required for redemption is shown below. The right of redemption will terminate at the close of business on the last business day prior to the date the sale begins

THIS PROPERTY WILL BE OFFERED FOR SALE AT A SEALED BID AUCTION TO THE HIGHEST BIDDER UNLESS PAYMENT IS RECEIVED BY THE BUTTE COUNTY TREASURER-TAX COLLECTOR BY 5:00 P.M. ON MONDAY, JANUARY 9, 2017.

Assessor's Parcel Number: 012-240-012-000
Last Assessee: DONNELLY PATRICK J & GRAVELLE DAN D
Situs Address: 2272 TUCKER LN, CITY OF OROVILLE
Redemption amount: \$169818.85 if paid before 5:00 p.m. on Monday, January 9, 2017.
Note: *Payment must be made in the form of cash, cashier's check, or money order*

Place of sale if not redeemed: Auditor/Treasurer's Conference Room, 25 County Center Drive, Oroville CA 95965
Time of sale: Sealed bids will be opened at 10:00 a.m.

If the property is not sold, the right of redemption will revive up to the close of business on the last business day prior to the next scheduled sale. If no bids were received during the initial offering, the property will be re-offered and sealed bids will opened on March 1, 2017 at 10:00 a.m. in the Auditor/Treasurer's Conference Room, 25 County Center Drive, Oroville CA 95965.

If the property was damaged, and not substantially repaired, within the last five years due to a local, state, or federally declared disaster, it cannot be offered for sale until it has been tax-defaulted for five years from the date of the disaster. If the property falls into this category, contact the Butte County Tax Collector's Office immediately at (530) 538-7701. Documentation may be requested by the tax collector that the property was damaged as a result of a declared disaster and the date the damage occurred.

RIGHTS OF PARTIES OF INTEREST AFTER SALE

If the property is not redeemed, and it is sold, you may have the right to claim excess proceeds remaining after the tax and assessment liens and costs of sale are satisfied. To claim the excess proceeds you must be a "party of interest" as defined by Section 4675 of the Revenue and Taxation Code. A claim for excess proceeds must be filed **within one year** after the tax collector's deed to the purchaser is recorded. The law protects parties of interest by requiring that any assignment to another person of the right to claim excess proceeds can be made only by means of a dated, written document. The document must specifically state that the right to claim excess proceeds is being assigned and that each party to the transaction has informed the other of the value of the right being assigned.

If you have any questions concerning redemption, the proposed sale of the property, or your right to claim excess proceeds, call the Butte County Tax Collector's Office at (530) 538-7701 between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

PTN. SEC. 17, T.19N., R.4E. M.D.B.&M.

12-24

