



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

JULY 18, 2017
REGULAR MEETING
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:30 P.M.
AGENDA

CLOSED SESSION (5:30 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 5)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:30 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

- *FAA Airport Conference* - Rick Farley, Oroville Airport Manager

CONSENT CALENDAR

1. **APPROVAL OF THE JULY 11, 2017 REGULAR MEETING OF THE OROVILLE CITY COUNCIL –**
minutes attached

Community Development Department

2. **AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS FOR A REALLOCATION OF FUNDS BETWEEN TASKS AND ALLOCATION OF UNUSED GRANT FUNDS FROM THE U.S. EPA 2014 SITE-SPECIFIC BROWNFIELDS ASSESSMENT GRANT – staff report**

The Council may consider an amendment to the Professional Services Agreement (Agreement No. 3102) with SCS Engineers for the purpose of transferring funds between tasks and allocating unused grant funds. **(Donald Rust, Assistant City Administrator)**

Council Action Requested: **Adopt Resolution No. 8625 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS FOR A REALLOCATION OF FUNDS BETWEEN TASKS AND ALLOCATION OF UNUSED GRANT FUNDS FROM THE U.S. EPA 2014 SITE-SPECIFIC BROWNFIELDS ASSESSMENT GRANT – (Agreement No. 3102-3)**

PUBLIC HEARINGS

3. **BUNDLED ENERGY SOLUTIONS (BES) PROGRAM WITH ABM BUILDING SOLUTIONS, LLC – staff report**

The Council may consider finalizing the contract with ABM Building Solutions, LLC, to participate in the Bundled Energy Solutions (BES) Program and enter into an Energy Solutions Project Agreement, Section 4217, as well as an Annual Energy Unit Savings Agreement. **(Dawn Nevers, Assistant Planner)**

Council Action Requested: **Adopt Resolution No. 8626 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH ABM BUILDING SOLUTIONS, LLC, TO PARTICIPATE IN THE BUNDLED ENERGY SOLUTIONS (BES) PROGRAM AND ENTER INTO AN ENERGY SOLUTIONS PROJECT AGREEMENT, SECTION 4217, AS WELL AS AN ANNUAL ENERGY UNIT SAVINGS AGREEMENT IN THE AMOUNT OF \$3,203,338.24 (Energy Solutions Project Agreement & Annual Energy Unit Savings Agreement).**

REGULAR BUSINESS

Finance

4. **ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1-8– staff report**

The Council may consider approving the Annual Assessment Report for the Oroville Consolidated Benefit Assessment District for Fiscal Year (FY) 2017/2018. **(Ruth Right, Director of Finance)**

Council Action Requested:

1. **Adopt Resolution No. 8627 - A RESOLUTION OF THE CITY COUNCIL APPROVING THE ANNUAL ASSESSMENT REPORT AND FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2017/2018; and**
2. **Authorize any necessary budget adjustments to the Annual Assessment Report.**

5. **ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 1-17 – staff report**

The Council may consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 1-17, for Fiscal Year 2017/2018. **(Ruth Right, Director of Finance)**

Council Action Requested:

1. **Adopt Resolution No. 8628 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2017/2018; and**
2. **Authorize any necessary budget adjustments to the Annual Assessment Report.**

Business Assistance and Housing Development Department

6. **OROVILLE ECONOMIC ALLIANCE ANNUAL BBQ RECYCLING DEVELOPMENT ZONE BOOTH SPONSORSHIP – staff report**

The Council may consider sponsoring an Oroville Recycling Development Zone (RMDZ) booth at the Oroville Economic Alliance Annual BBQ, in the amount of \$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 and Business Assistance Coordinator)**

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

Community Development Department

7. **HIGHLAND APARTMENT PARKING LOT REPAIRS DUE TO TRAFFIC BYPASSING THROUGH DURING TABLE MOUNTAIN ROUNDABOUT CLOSURE– staff report**

The Council may consider approving City staff to perform repairs of the Highland Apartment Parking Lot due to impacts from the Table Mountain Roundabout Construction. **(Donald Rust, Assistant City Administrator)**

Council Action Requested: **Approve project approach and costs and direct staff to begin work to procure materials and repair.**

8. **PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE PROPERTIES LOCATED AT 730 AND 750 MONTGOMERY STREET – staff report**

The Council may consider a proposal from SCS Engineers to provide Environmental Consulting Services for the properties located at 730 and 750 Montgomery Street. **(Donald Rust, Assistant City Administrator)**

Council Action Requested: **Adopt Resolution No. 8629 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE PROPERTIES LOCATED AT 730 AND 750 MONTGOMERY STREET – (Agreement No. 3226)**

9. **LANDOWNER RESPONSIBILITY AND LIABILITY FOR STREET TREES AND SIDEWALK SAFETY AND MAINTENANCE – staff report**

The Council may consider directing staff to draft an ordinance for either cost sharing or passing the full obligation for maintenance/repairs of parking strips and public landscaping (trees, shrubs, etc.), sidewalks, curbs and gutters onto adjacent property owners. **(Donald Rust, Assistant City Administrator)**

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

10. AMERICAN PLANNING ASSOCIATION CALIFORNIA CONFERENCE AND LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO 2017 – staff report

The Council may consider approving the attendance of City staff, elected and appointed officials to the American Planning Association California Conference and League of California Cities Annual Conference and Expo for 2017. **(Donald Rust, Assistant City Administrator)**

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

11. PLANNING COMMISSION REVIEW OF “ROADWAY” PROJECTS – staff report

The Council may consider a request from the Planning Commission to be granted the authority to provide review and prioritization recommendations to the City Council regarding certain “roadway” improvement projects. **(Donald Rust, Assistant City Administrator)**

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

12. AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM – AFFORDABLE FAMILY HOUSING DEVELOPMENT – staff report

The Council may discuss and consider applying for the 2016-2017 Affordable Housing and Sustainable Communities (AHSC) Program to develop a 70-unit affordable family housing project north of the Starbucks/Panda Express development in partnership with Jamboree Housing Corporation. **(Donald Rust, Assistant City Administrator)**

Council Action Requested:

Adopt Resolution No. 8630 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING VARIOUS FUNDING RELATED ACTIONS FOR AN AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM GRANT APPLICATION INCLUDING AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN OPTION AGREEMENT WITH VALLEY STAR PARTNERS, LLC FOR THE PURCHASE OF THE PROPERTY IDENTIFIED AS 2355 FEATHER RIVER BOULEVARD (APN: 035-030-099) - (Agreement No .3227).

Adopt Resolution No. 8631 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT WITH JAMBOREE HOUSING CORPORATION MUTUALLY AGREEING TO ENTER INTO NEGOTIATIONS CONCERNING THE PROPOSED HOUSING DEVELOPMENT PROJECT SHOULD THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM GRANT BE AWARDED (Agreement No. 3228)

Administration Department

13. AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH COTA COLE & HUBER, LLP – staff report

The Council will consider an Amendment to the Legal Services Agreement with Cota Cole & Huber, LLP for City Attorney Services. **(Donald Rust, Assistant City Administrator)**

Council Action Requested: **Adopt Resolution No. 8632 - A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH COTA COLE & HUBER, LLP FOR CITY ATTORNEY LEGAL SERVICES – (Agreement No. 2004-4).**

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

1. AT&T – Notice of Price Increase
2. Certificate of Appreciation, presented to the City of Oroville from Butte County Office of Education, Regional Occupational Program

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 54956.9(d)(4), the Council will meet with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to Oroville Spillway Incident).
3. Pursuant to Government Code section 54956.95, the Council will meet with the Acting City Administrator, Personnel Officer and City Attorney relating to Worker's Compensation Claim No. OWCA-22392.
4. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Acting City Administrator and City Attorney regarding potential exposure to litigation – one case.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, August 1, 2017, at 5:30 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at

(530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

**CITY COUNCIL MEETING MINUTES
JULY 11, 2017 – 5:30 P.M.**

The agenda for the July 11, 2017, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Friday, July 7, 2017, at 1:03 p.m.

The July 11, 2017 regular meeting of the Oroville City Council was called to order by Vice Mayor Goodson at 5:33 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson,

Absent: Hatley, Thomson, Dahlmeier (arrived for Closed Session)

Staff Present:

Donald Rust, Assistant City Administrator
Bill LaGrone, Director of Public Safety
Scott E. Huber, City Attorney
Liz Ehrenstrom, Human Resource Manager

Ruth Wright, Director of Finance
Karolyn Fairbanks, Treasurer
Amy Bergstrand, Management Analyst III
Dawn Nevers, Assistant Planner

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 5) 5:34 p.m.

RECOVENE TO OPEN SESSION 6:36 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier

Absent: Hatley(excused), Thomson (excused)

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION

None

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

- John Snyder, the developer of the Gateway Development project (Highway 70 & Montgomery Street) provided an update on the project on property previously owned by the former Oroville Redevelopment Agency.
- Steve Orsillo, future of the water contract, small businesses and issues with dealing with the City of Oroville
- Tasha Levinson, DWR Settlement Agreement & Cal Water Study
- August K. Lincon, trees over gas lines at the new Walmart and McDonalds, traffic lights at Grand Avenue and Table Mountain Blvd. Cal Water Study
- Teri Tata Neighborhood Watch Meeting, last Tuesday of each month at 6:30 p.m. at the Oroville Public Library

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

John Mitchell, Item No. 2

Sandy Linville, Item No.16

CONSENT CALENDAR

A motion was made by Vice Mayor Goodson, seconded by Council Member Berry to approve the following Consent Calendar with the exception of item No. 4:

1. **APPROVAL OF THE JUNE 20, 2017 REGULAR MEETING AND JUNE 27, 2017 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Community Development Department

2. **AMENDMENTS TO THE REGULATIONS REGARDING THE ISSUANCE OF PREFERENTIAL PARKING PERMITS AND GUEST PASSES** – staff report (*2nd Reading*)

The Council may consider amendments to Sections 10.16.290 and 10.16.300 of the Oroville Municipal Code regarding the issuance of preferential parking permits and guest passes. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Waive the second reading, and adopt by title only, Ordinance No. 1822 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING AMENDMENTS TO SECTIONS 10.16.290 AND 10.16.300 OF THE OROVILLE MUNICIPAL CODE REGARDING THE ISSUANCE OF PREFERENTIAL PARKING PERMITS AND GUEST PASSES.**

3. **ZONING CHANGE 17-02: MINOR VARIANCE AND MINOR USE PERMIT REGULATIONS** – staff report (*2nd Reading*)

The Council may consider amendments to the Zoning Ordinance to include the addition of provisions regarding Minor Variances and Minor Use Permits. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Waive the second reading, and adopt by title only, Ordinance No. 1823 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING AMENDMENTS TO TITLE 17 OF THE OROVILLE**

MUNICIPAL CODE TO ADD REGULATIONS REGARDING MINOR USE PERMITS AND MINOR VARIANCES.

4. SHORT TERM SERVICE AGREEMENTS WITH DEWEY PEST CONTROL FOR CITY LOCATIONS – staff report

The Council will receive a report regarding the treatment of flea infestation of the Lott Home Museum, Sank Park, Chinese Temple office, City Corporation Yard and the preventative treatment of City Hall. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

Administration Department

5. AMENDMENT TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AGREEMENT REGARDING EMPLOYEES SHARING ADDITIONAL COSTS - staff report (2nd Reading)

The Council may consider an amendment to the California Public Employees' Retirement System (CalPERS) Agreement for employees sharing additional costs. **(Liz Ehrenstrom, Human Resource Manager)**

Council Action Requested: **Waive the second reading, and adopt by title only, Ordinance No. 1824 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.**

6. AMENDMENT TO THE JOINT POWERS AGREEMENT WITH THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS – staff report

The Council may consider an Amendment to the Joint Powers Agreement with Butte County Association of Governments, approving a ten-year extension. **(Donald Rust, Assistant City Administrator)**

Council Action Requested: **Adopt Resolution No. 8617 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN EXTENSION OF THE TERM OF THE JOINT POWERS AGREEMENT ESTABLISHING THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS.**

7. REAPPOINTMENT TO THE OROVILLE PARK COMMISSION – staff report

The Council may consider reappointing Scott Lawrence, a City resident, to continue serving on the Oroville Park Commission for an additional 4-year term. **(Jamie Hayes, Assistant City Clerk)**

Council Action Requested: **Reappoint Scott Lawrence to continue serving on the Oroville Park Commission for an additional 4-year term, ending June 30, 2021.**

8. REAPPOINTMENTS TO BUILDING CODE AND DISABLED ACCESSIBILITY APPEALS BOARD – staff report

The Council may consider the reappointment of Scott G. Gibson, Chairperson and Neil Graber, Vice Chairperson to the Building Code and Disabled Accessibility Appeals Board for additional three-year terms, ending June 30, 2020. **(Jamie Hayes, Assistant City Clerk)**

Council Action Requested: **Reappoint Scott G. Gibson, Chairperson and Neil Graber, Vice Chairperson, to the Building Code and Disabled Accessibility Appeals Board for additional three-year terms, ending June 30, 2020.**

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

Ayes: Council Members Berry, Del Rosario, Draper, , Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Members Hatley, Thomson

PUBLIC HEARINGS

Business Assistance and Housing Development Department

9. SUBMITTAL OF A NEW COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME REUSE PLAN – staff report

The Council will conduct a public hearing regarding the submittal of a new Community Development Block Grant Program Income Reuse Plan. **(Amy Bergstrand, Management Analyst III)**

Mayor Dahlmeier opened the Public Hearing. Public Comment was made by Ed Gredvig (YMCA).

Following discussion, a motion was made by Council Member Draper, seconded by Vice Mayor Goodson to:

Adopt Resolution No. 8618– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME REUSE PLAN.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Members Hatley, Thomson

REGULAR BUSINESS

Business Assistance and Housing Development Department

10. FORECLOSURE OF CITY PROPERTY LOCATED AT 3027 FLORENCE AVENUE – staff report

The Council may consider initiating foreclosure proceedings related to the City of Oroville's security interest in the Deed of Trust against the property located at 3027 Florence Avenue, Oroville. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Adopt Resolution No. 8619 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 3027 FLORENCE AVENUE, OROVILLE (APN 013-225-013).**

After discussion, a motion to adopt Resolution No. 8619 was made by Vice Mayor Goodson, seconded by Councilmember Del Rosario:

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Members Hatley, Thomson

11. FORECLOSURES FOR CITY PROPERTY LOCATED AT 134 MORNINGSTAR AVENUE – staff report

The Council may consider initiating foreclosure proceedings related to the City of Oroville's security interest in the Deed of Trust against the property located at 134 Morningstar Avenue. **(Amy Bergstrand, Management Analyst III)20**

Council Action Requested: **Adopt Resolution No. 8620 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR AND/OR ACTING CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTIES LOCATED AT 134 MORNINGSTAR AVENUE, OROVILLE (APN 031-340-038).**

After discussion, a motion to adopt Resolution No. 8619 was made by Vice Mayor Goodson, seconded by Councilmember Draper.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None

Absent: Council Members Hatley, Thomson

Finance

12. ADOPTION OF THE FISCAL YEAR 2017-2018 ANNUAL BUDGET – staff report

The Council may consider the adoption of the Fiscal Year 2017-2018 Annual Budget. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8621 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2017-2018.**

After discussion, a motion to adopt Resolution No. 8621 was made by Councilmember Berry seconded by Councilmember Del Rosario.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Members Hatley, Thomson

13. PLACEMENT OF DELINQUENT GARBAGE BILLS ON THE 2017-2018 PROPERTY TAX ROLL – staff report

The Council may consider the placement of delinquent garbage bills to Recology on the 2017-2018 property tax roll. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8622 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT GARBAGE BILLS FOR FISCAL YEAR 2016-2017 ON THE 2017-2018 PROPERTY TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.**

After discussion, a motion to adopt Resolution No. 8622 was made by Vice Mayor Goodson seconded by Councilmember Draper.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Members Hatley, Thomson

14. ANNUAL SANITARY SEWER SERVICE RATES – staff report

The Council may consider a Resolution certifying that the Sewer Service charges to be levied on the 2017-18 tax roll are in compliance with Proposition 218. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8623 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATIONS OF TAX BILL LEVY FOR FISCAL YEAR 2017-18 SEWER SERVICE CHARGES**

After discussion, a motion to adopt Resolution No. 8623 was made by Councilmember Berry seconded by Vice Mayor Goodman.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Members Hatley, Thomson

Community Development Department

15. PROFESSIONAL SERVICES AGREEMENT WITH GHIRARDELLI ASSOCIATES, INC. – FINAL PAYMENT – staff report

The Council may consider an Amendment to the Professional Services Agreement with Ghirardelli Associates, Inc. (Consultant), in the amount of \$58,920 final payment, for providing qualified professional civil engineering services for the City's Table Mountain Boulevard and Nelson Avenue Round-a-bout project. **(Donald Rust, Assistant City Administrator)**

Council Action Requested: **Adopt Resolution No. 8624 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT NO.3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GHIRARDELLI ASSOCIATES, INC., IN THE AMOUNT OF \$58,920 FOR FINAL PAYMENT, TO PROVIDE PROFESSIONAL CIVIL ENGINEERING AND INSPECTION SERVICES FOR THE CITY'S ENGINEERING DIVISION – (Agreement No. 3191-3).**

After discussion, a motion to adopt Resolution No. 8624 was made by Vice Mayor Goodson seconded by Councilmember Draper.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Members Hatley, Thomson

16. LETTER TO THE FEDERAL ENERGY REGULATORY COMMISSION REGARDING THE OROVILLE DAM SPILLWAY INCIDENT – staff report

The Council may consider sending a letter to the Federal Energy Regulatory Commission (FERC) regarding the recent Oroville Dam spillway incident (**Continued from the June 20, 2017 meeting**).

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

Staff requested that this item be brought back to the next Council Meeting after revisions from several councilmembers. After discussion and hearing comments from the public, staff was directed to bring this item back to the August 1, 2017 Council Meeting.

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS

Vice Mayor Goodson reported her attendance at the Oroville Community Concert 4th of July program that was held at the Historic State Theatre.

Councilmember Del Rosario reported that she and Vice Mayor Goodson attended and participated in the South Oroville Meet and Greet that was recently held.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS - None

CORRESPONDENCE – Pacific Gas & Electric Company

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 54956.9(d)(4), the Council met with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to Oroville Spillway Incident).

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

ADJOURNMENT

The meeting was adjourned at 8:35 p.m. A special meeting of the Oroville City Council will be held

on Tuesday, July 18, 2017 at 5:30 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
SCS ENGINEERS FOR A REALLOCATION OF FUNDS BETWEEN
TASKS AND ALLOCATION OF UNUSED GRANT FUNDS FROM THE
U.S. EPA 2014 SITE-SPECIFIC BROWNFIELDS ASSESSMENT GRANT**

DATE: JULY 18, 2017

SUMMARY

The Council may consider an amendment to the Professional Services Agreement (Agreement No. 3102) with SCS Engineers for the purpose of transferring funds between tasks and allocating unused grant funds.

BACKGROUND

At the January 20, 2015 City Council meeting, the Council adopted Resolution No. 8323 executing a Professional Services Agreement with SCS Engineers for an amount not to exceed \$287,500 for the scope of work detailed in their proposal for the City awarded U.S. EPA 2014 Site-Specific Brownfields Assessment Grant (Agreement No. 3102). On March 17, 2015, the Council approved an amendment to this agreement in the amount of \$30,000 for work associated with an updated Phase I Environmental Site Assessment, GIS collaboration and scoping meeting attendance, and additional Phase II Environmental Site Assessment activities. On March 21, 2017, a second amendment to the professional services agreement was approved by the Council for the purpose of extending the expiration date of the agreement and transferring funds between tasks in the amount of \$16,057.

DISCUSSION

The total award of the grant amount was for a total of \$350,000, with \$344,000 currently allocated. The proposed amendments include allocating the \$6,000 of currently unallocated funds for contractual work by the consultant in addition to a \$5,219 reallocation of funds for community outreach efforts by the City to fund community outreach efforts by the consultant. The additional reallocation of funds is a result of comments from the City's U.S. EPA Project Officer on the previous contract amendment to ensure the City is satisfying the terms of the Cooperative Agreement and a requested transfer of funds from the City's consultant for completion of the remaining work tasks.

FISCAL IMPACT

Current Work Plan Budget

	Task 1	Task 2	Task 3	Task 4	Task 5	Total
	Project Management	Community Outreach	Phase II – Soil Investigation	Cleanup Plans	Reporting	
Personnel	\$ 7,000	\$ 7,000			\$ 7,000	\$ 21,000
Fringe						
Travel	\$ 5,000					\$ 5,000
Supplies		\$ 500				\$ 500
Equipment						
Contractual	\$ 12,200	\$ 35,057	\$ 231,443	\$ 30,000	\$ 8,800	\$ 317,500
Construction						
Other						
Indirect						
Grant Total	\$ 24,200	\$ 42,557	\$ 231,443	\$ 30,000	\$ 15,800	\$ 344,000

Proposed Adjustment to the Work Plan Budget

Task \$ Increases

- Increase in Task 1 (Project Management) in the amount of \$3,000.
- Increase in Task 3 (Phase II – Soil Investigation) in the amount of \$11,557.
- Increase in Task 4 (Cleanup Plans) in the amount of \$2,500.
- Increase in Task 5 (Reporting) in the amount of \$5,000.

Task \$ Reductions

- Reduction in Task 2 (Community Outreach) in the amount of \$10,838. (Contractual)
- Reduction in Task 2 (Community Outreach) in the amount of \$5,219. (Personnel)

	Task 1	Task 2	Task 3	Task 4	Task 5	Total
	Project Management	Community Outreach	Phase II – Soil Investigation	Cleanup Plans	Reporting	
Personnel	\$ 7,000	\$ 1,781			\$ 7,000	\$15,781
Fringe						
Travel	\$ 5,000					\$ 5,000
Supplies		\$ 500				\$ 500
Equipment						
Contractual	\$ 15,200	\$ 24,219	\$ 243,000	\$ 32,500	\$ 13,800	\$ 328,719
Construction						
Other						
Indirect						
Grant Total	\$ 27,200	\$26,500	\$ 243,000	\$ 32,500	\$ 20,800	\$ 350,000

All work is paid for solely by the grant and there will be no impact to the General Fund. Of the reallocation, \$6,000 of previously unallocated funds are proposed to be allocated for contractual work and \$5,219 is being reallocated from community outreach efforts by the City to fund community outreach efforts by the consultant.

RECOMMENDATION

Adopt Resolution No. 8625 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS FOR A REALLOCATION OF FUNDS BETWEEN TASKS AND ALLOCATION OF UNUSED GRANT FUNDS FROM THE U.S. EPA 2014 SITE-SPECIFIC BROWNFIELDS ASSESSMENT GRANT – (Agreement No. 3102-3)

ATTACHMENTS

- A – Resolution No. 8625
- B – Agreement No. 3102-3

**CITY OF OROVILLE
RESOLUTION NO. 8625**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS FOR A REALLOCATION OF FUNDS BETWEEN TASKS AND ALLOCATION OF UNUSED GRANT FUNDS FROM THE U.S. EPA 2014 SITE-SPECIFIC BROWNFIELDS ASSESSMENT GRANT

(Agreement No. 3102-3)

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement with SCS Engineers for the purpose of transferring funds between tasks and allocating unused grant funds.
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 July 18, 2017, 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

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND SCS ENGINEERS FOR THE U.S. EPA 2014 SITE-SPECIFIC BROWNFIELDS ASSESSMENT GRANT

This Third Amendment (Amendment) dated July 18, 2017, is to Agreement No. 3102 between the City of Oroville ("City") and SCS Engineers ("Consultant").

In consideration of the terms and conditions herein, the City and Consultant agree that Agreement No. 3102 shall be amended as follows:

1. This action shall amend the work plan budget as follows:

Current Work Plan Budget

	Task 1	Task 2	Task 3	Task 4	Task 5	Total
	Project Management	Community Outreach	Phase II – Soil Investigation	Cleanup Plans	Reporting	
Personnel	\$ 7,000	\$ 7,000			\$ 7,000	\$ 21,000
Fringe						
Travel	\$ 5,000					\$ 5,000
Supplies		\$ 500				\$ 500
Equipment						
Contractual	\$ 12,200	\$ 35,057	\$ 231,443	\$ 30,000	\$ 8,800	\$ 317,500
Construction						
Other						
Indirect						
Grant Total	\$ 24,200	\$ 42,557	\$ 231,443	\$ 30,000	\$ 15,800	\$ 344,000

Proposed Adjustment to the Work Plan Budget

Task \$ Increases

- Increase in Task 1 (Project Management) in the amount of \$3,000.
- Increase in Task 3 (Phase II – Soil Investigation) in the amount of \$11,557.
- Increase in Task 4 (Cleanup Plans) in the amount of \$2,500.
- Increase in Task 5 (Reporting) in the amount of \$5,000.

Task \$ Reductions

- Reduction in Task 2 (Community Outreach) in the amount of \$10,838. (Contractual)
- Reduction in Task 2 (Community Outreach) in the amount of \$5,219. (Personnel)

	Task 1	Task 2	Task 3	Task 4	Task 5	Total
	Project Management	Community Outreach	Phase II – Soil Investigation	Cleanup Plans	Reporting	
Personnel	\$ 7,000	\$ 1,781			\$ 7,000	\$15,781
Fringe						
Travel	\$ 5,000					\$ 5,000
Supplies		\$ 500				\$ 500
Equipment						
Contractual	\$ 15,200	\$ 24,219	\$ 243,000	\$ 32,500	\$ 13,800	\$ 328,719
Construction						
Other						
Indirect						
Grant Total	\$ 27,200	\$26,500	\$ 243,000	\$ 32,500	\$ 20,800	\$ 350,000

2. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within Agreement No. 3102 shall remain in full force and effect.

CITY OF OROVILLE

SCS ENGINEERS

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: BUNDLED ENERGY SOLUTIONS (BES) PROGRAM WITH ABM
BUILDING SOLUTIONS, LLC**

DATE: JULY 18, 2017

SUMMARY

The Council may consider finalizing the contract with ABM Building Solutions, LLC, to participate in the Bundled Energy Solutions (BES) Program and enter into an Energy Solutions Project Agreement, Section 4217, as well as an Annual Energy Unit Savings Agreement.

DISCUSSION

Beginning in April of 2016, staff met with John Burdette, and the ABM Building Solutions, LLC (ABM) Director of Bundled Energy Solutions (BES) 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. 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).

On November 15, 2016, John Burdette of ABM delivered a presentation to the City Council explaining the details of the Bundled Energy Solutions Program and answered questions for the Council. Council directed staff to return with an agreement.

On December 6, 2016, the Council approved signing a Letter of Intent (LOI) to proceed with the Investment Grade Audit (IGA). In the event ABM cannot meet these project parameters, there would be no charge to the City of Oroville for engineering, pre-construction activities, project development or estimating costs incurred by ABM for the development of the IGA. Should the parameters be met, as stated in the Letter of Intent (attached) and the City of Oroville does not enter into an Agreement with ABM within sixty (60) days of submittal of the Investment

Grade Audit (IGA), the City of Oroville shall pay ABM for IGA costs incurred in the amount of Twenty-Eight Thousand Dollars (\$28,000).

Investment Grade Audit Findings

In June of 2017, ABM completed the and presented their IGA findings to the Executive Committee on July 5th, 2017. The guaranteed savings included a full solar array with all LS-2 lighting switched to LS-3 that produced an annual energy savings of \$114,361.00 (\$54,361 in savings from HVAC, Controls, and Transformer replacement and \$60,000 in savings from solar). Guaranteed annual operations savings will be \$48,010.00 that include: LED lighting replacement and maintenance savings, procurement cost avoidance, avoided emergency repair and replacement cost and avoided CAP costs. The total guaranteed annual savings of \$162,371.00 with a future capital avoidance cost of \$ 783,500.00.

Scope of Work

The Scope of Work will include Energy Conservation Measures (ECM) for the following City facilities (details located in attached agreement):

- | | |
|----------------------------------|---------------------------------|
| 1. City Hall | 1735 Montgomery Street |
| 2. Municipal Auditorium | 1200 Myers Street |
| 3. Centennial Cultural Center | 1931 Arlin Rhine Memorial Drive |
| 4. Chinese Temple & Museum | 1500 Broderick Street |
| 5. Public Safety (Police & Fire) | 2055 Lincoln Street |
| 6. Municipal Airport | 225 Chuck Yeager Way |
| 7. State Theater | 1489 Myers Street |
| 8. Pioneer Museum | 1650 Broderick Street |
| 9. Corporation Yard | 1275 Mitchell Street |

The following are the ECM descriptions of the facility improvements that will be made for the City of Oroville's buildings:

ECM#1 - All HVAC Equipment that has received a grade of C, D, or F based on the Capital Volatility Index Tool will be replaced. All replacement HVAC equipment will be manufactured by the Trane Company. All units selected for replacement have one or more of the following characteristics.

ECM#2 - HVAC Energy management controls automation. Currently the existing controllers for the HVAC systems are stand-alone thermostats. ABM is proposing to install one comprehensive system that will interlink each facility and their HVAC equipment.

ECM#3 - ABM Building Solutions shall include all equipment, labor and materials to remove the old, inefficient, existing transformers for Public Safety, Corporation Yard, and the Municipal Airport.

ECM#4 - Lighting (Interior, Exterior and Street Lighting): Lighting will be upgraded to LED bulbs/fixtures as identified on page 8 of the Energy Solution Project Agreement.

ECM#5 - Solar Renewable Energy Generation System: Design/Builder shall furnish the labor, equipment, material, permits and services set forth in this Agreement to complete the design, engineering, construction, commissioning and interconnection for a solar photovoltaic system on ground mounted, single axis trackers, to be constructed at the Municipal Airport.

The program proposes to reduce the City of Oroville's operating cost expenses, both short and long term saving. Additionally, the installation and service agreement will save valuable staff time and resources that may be utilized for other needed projects.

The State of California AB32 requires local governments to comply with mandated reductions of GHG of 15% by 2020. The proposed BES Program would reduce GHG by over 15 % setting up for the next reduction goal of 80% by 2050. Additionally, the BES Program provides a return on investment (ROI) versus an investment with no ROI.

FISCAL IMPACT

The City qualifies for 3rd party financing or equivalent, in which ABM has provided the funding options below.

- **Scenario "A"** \$1,000,000 RDA and \$1,000,000 from SBF (must be approved)
ROI = 154% \$5,079,553 Total Program Savings / 15 YRT
- **Scenario "B"** \$500,000 RDA and \$500,000 from SBF (must be approved)
ROI = 145% \$4,777,177 Total Program Savings / 15 YRT
- **Scenario "C"** 100% Financed Program
ROI = 119% \$3,917,991 Total Program Savings / 20 YRT
- **Scenario "D"** 100% Down Payment
ROI = 166% \$5,469,524 Total Program Savings

The financing term shall not exceed 20 years or the useful life of the proposed upgrades, whichever is shorter. Additionally, the program will include the management of all grants and rebates.

As this is not a budgeted item the funding will come from the City's available fund balance.

RECOMMENDATION

Adopt Resolution No. 8626 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH ABM BUILDING SOLUTIONS, LLC, TO PARTICIPATE IN THE BUNDLED ENERGY SOLUTIONS (BES) PROGRAM AND ENTER INTO AN ENERGY SOLUTIONS PROJECT AGREEMENT, SECTION 4217, AS WELL AS AN ANNUAL ENERGY UNIT SAVINGS AGREEMENT IN THE AMOUNT OF \$3,203,338.24

ATTACHMENT(S)

Resolution No. 8626

A - Energy Solutions Project Agreement

B - Annual Energy Unit Savings Agreement

**CITY OF OROVILLE
RESOLUTION NO. 8626**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH ABM BUILDING SOLUTIONS, LLC, TO PARTICIPATE IN THE BUNDLED ENERGY SOLUTIONS (BES) PROGRAM AND ENTER INTO AN ENERGY SOLUTIONS PROJECT AGREEMENT, SECTION 4217, AS WELL AS AN ANNUAL ENERGY UNIT SAVINGS AGREEMENT IN THE AMOUNT OF \$3,203,338.24

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

1. The Mayor is hereby authorized and directed to finalize the contract with ABM Building Solutions, LLC, to participate in the Bundled Energy Solutions (BES) Program and enter into an Energy Solutions Project Agreement, Section 4217, as well as an Annual Energy Unit Savings Agreement in the amount of \$3,203.338.24.
- 2.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on July 18, 2017, 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

ABM Building Solutions

Section 4217 Energy Solutions Project Agreement

Proposal Date	Proposal Number	Agreement Number	Pages
July 6, 2017	PPB170586		

BY AND BETWEEN:

ABM Building Solutions, LLC 5725 Alder Avenue Sacramento, CA 95828	AND	City of Oroville 1735 Montgomery Street Oroville, California 95965
Hereinafter: Contractor		Hereinafter: Owner

This Energy Solutions Project Agreement for the engineering, system design, fabrication and installation of the scope of work (delineated in Schedule 1) (together with all Exhibits and Schedules hereto, the "Agreement") is made by and between the City of Oroville, a city organized and existing under the laws of the State of California ("Owner"), and ABM Building Solutions, LLC a contractor licensed by the State of California ("Contractor"). The Effective Date of this Agreement shall be the date of execution by the City Mayor, subject to the prior approval of the Owner's governing City Council.

1. Government Code sections 4217.10, *et seq.*, authorize the Owner, as a public agency, to enter into an energy services agreement wherein the Contractor provides conservation services to the Owner from an energy conservation facility on terms that its governing body determines are in the best interest of the Owner;

2. Pursuant to Government Code section 4217.11(d), "conservation services" include electrical, thermal, or other energy and operational savings resulting from conservation measures, which shall be treated as a supply of such energy;

3. Through this Agreement, the Owner intends to contract for the project development and implementation, including, engineering, system design, fabrication and installation of photovoltaic systems and energy efficiency measures that will result in energy savings to the Owner and which shall be a supply of energy to the Owner (the "Work") at the sites as set forth in Schedule 1 of this Agreement (the "Work Sites" or "Sites", and each individually a "Site"), consistent with the terms of Government Code section 4217.10, *et seq.*;

4. The Owner's Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings required by Government Code section 4217.12 for the Owner to enter into this Agreement; and

5. The Contractor shall engineer, design, and construct the Work indicated in Schedule 1, Scope of Work, in order to deliver a complete installation. All Work will be subject to the Terms and Conditions set forth in Exhibits A and B.

6. The purchase price for the Work will be **\$3,203,338.24**. This price may be increased through mutually accepted change orders by both parties. The Work performed under this AGREEMENT will be substantially complete and ready for Owner's beneficial use within 24 months of Owner's acceptance and Contractor's approval of this

Agreement and subsequent issuance by Owner to Contractor of a Notice to Proceed (NTP). If change orders are used, the schedule may be extended to accommodate to additional scope of work.

7. This proposal is proprietary property of Contractor and is provided for Owner's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Owner and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Schedules hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM Building Solutions, LLC	City of Oroville
Signature (Authorized Representative)	Signature (Authorized Representative)
Name: Tom Bowen	Name: Linda Dahlmeier
Title: Senior Vice President	Title: Mayor

Schedule 1 - Scope of Work

Energy Conservation Measures (ECM) Descriptions – Detailed Scope of Work

The following pages are the detailed descriptions of the facility improvements that will be made for the City of Oroville's buildings listed below:

- | | |
|----------------------------------|---|
| 1. City Hall | 1735 Montgomery Street, Oroville, CA 95965 |
| 2. Municipal Auditorium | 1200 Myers Street, Oroville, CA 95965 |
| 3. Centennial Cultural Center | 1931 Arlin Rhine Memorial Drive, Oroville, CA 95965 |
| 4. Chinese Temple & Museum | 1500 Broderick Street, Oroville, CA 95965 |
| 5. Public Safety (Police & Fire) | 2055 Lincoln Street, Oroville, CA 95965 |
| 6. Municipal Airport | 225 Chuck Yeager Way, Oroville, CA 95965 |
| 7. State Theater | 1489 Myers Street, Oroville, CA 95965 |
| 8. Pioneer Museum | 1650 Broderick Street, Oroville, CA 95965 |
| 9. Corporation Yard | 1275 Mitchell Street, Oroville, CA 95965 |

ECM #1: Heating, Ventilation and Air Conditioning Replacements

All HVAC Equipment that has received a grade of C, D, or F based on the Capital Volatility Index Tool will be replaced.

All of the replacement HVAC equipment will be manufactured by the Trane Company.

All of the units selected for replacement have one or more of the following characteristics.

1. Either out lived their useful life expectancy.
2. Posed a significant enough risk of a catastrophic failure.
3. Higher efficiency.
4. A greener option based on elimination of known ozone depleting refrigerants.

City Hall

5 Carrier 4 ton split systems

Roof top package units as follows

1. 1@ 3 ton Trane
2. 1@ 4 ton Carrier
3. 1@ 5 ton Carrier
4. 1@ 6 ton Carrier

Municipal Auditorium

Trane Split Systems

1. 2@ 3ton
2. 1@ 4 ton

Carrier Package units

1. 1@ 4 ton
2. 1@ 2.5 ton

Centennial Cultural Center

Trane Roof Top package units

1. 3@ 5 tons
2. 2@ 3 tons

Chinese Museum Temple

Roof Top Package Units

1. 4@ 3 ton Trane
2. 1@ 3 ton Carrier

Public Safety (Police and Fire)

Roof Top Package Units

1. 3@ 3 ton Trane
2. 1@ 5 ton Trane
3. 1@ 4 ton Trane
4. 1@ 3 ton Rudd
5. 1@ 5 ton Rudd
6. 1@ 3 ton BDP
7. 1@ 2 ton Rudd

State Theater

Rooftop package units

1. 1@ 2 ton BDP
2. 3@ 3.5 ton BDP
3. 2@ 2.5ton BDP
4. 3@ 35 ton Trane

Split systems

1. 2@4 ton Trane

Pioneer Museum

1, 4 ton Carrier Roof Top Package unit

ROOF TOP PACKAGE UNIT CHANGE OUT SCOPE OF WORK:

(Typical of 34 units)

1. Lock out and tag out power supply from power distribution panel.
2. Shut off isolation valve for Natural gas supply.
3. Disconnect high voltage power conductors.
4. Disconnect from existing condensate drain lines.
5. Disconnect points of connection to structure i.e. roof curb, sheet metal fittings, etc.
6. Crane lift unit off of the roof and dispose of off-site per EPA guidelines and regulations.
7. Prep existing roof stand or roof curb to accept transition curb and or sheet metal fittings.
8. Fabricate and install transition sheet metal fittings as required for adaption and seal points of connection weather tight.
9. Crane lift unit into place of existing equipment.
10. Provide and install required fittings to connect condensate drain lines.
11. Provide and install high voltage conductors, fused service disconnects to connect to existing power supply conductors and conduits.
12. Provide and install required gas piping to adapt to equipment from existing gas supply piping.

13. Perform pre start up equipment verifications and inspection check list.
14. Start-up equipment and full documentation start up and performance report.

Split System Unit Change-out:

(Typical of 10 split systems)

1. Lock out and tag out power supply from power distribution panel.
2. Recover refrigerant from systems.
3. Shut off isolation valve for Natural gas supply.
4. Disconnect high voltage power conductors.
5. Disconnect from existing condensate drain lines.
6. Disconnect points of connection to structure i.e. roof curb, sheet metal fittings, etc.
7. Crane lift unit off of the roof and dispose of off-site per EPA guidelines and regulations.
8. Crane lift air handlers out of attic space.
9. Crane lift new equipment into place.
10. Provide and install required sheet metal fittings and hardware to adapt to existing ducting system
11. Provide and install high voltage conductors, fused service disconnects to connect to existing power supply conductors and conduits.
12. Provide and install required gas piping to adapt to equipment from existing gas supply piping.
13. Connection of refrigerant line sets.
14. Pressurize circuit with nitrogen to ensure line-set is free of leaks.
15. Evacuate and hold industry standard standing vacuum test.
16. Weigh in manufactures specified charge of refrigerant.
17. Perform pre start up equipment verifications and inspection check list.
18. Start-up equipment and full documentation start up and performance report.

ECM #2: Building / Energy Management Controls

HVAC Energy management controls automation

Currently the existing controllers for the HVAC systems are stand-alone thermostats. Some are simple on off functionality and some are programmable with no scheduled in them.

ABM is proposing to install one comprehensive system that will interlink the following buildings and their HVAC equipment. These controllers will be able to perform the following.

- | | |
|----------------------------------|------------------------|
| 1. City Hall | Quantity 9 HVAC units |
| 2. Municipal Auditorium | Quantity 5 HVAC units |
| 3. Centennial Cultural Center | Quantity 5 HVAC units |
| 4. Chinese Temple & Museum | Quantity 8 HVAC units |
| 5. Public Safety (Police & Fire) | Quantity 12 HVAC units |
| 6. Municipal Airport | Quantity 1 HVAC unit |
| 7. State Theater | Quantity 10 HVAC units |
| 8. Pioneer Museum | Quantity 1 HVAC unit |

ABM will be providing and installing 8 Autani Manager Appliance with Energy Center Basic Software, external Wireless transceivers with Autani Net Wireless Transceivers.

The City of Oroville will be responsible for providing a dedicated internet connection to each of the 8 Autani Manager Appliances.

ABM will provide and install 51 T32P Wireless Thermostat, transceivers. These will be installed into the current thermostat locations.

Set-up and commissioning of the 8 Autani Manager Appliance with Energy Center Basic Software, external Wireless transceivers with Autani Net Wireless Transceivers and 51 T32P Wireless Thermostat, transceivers.

On-site training of primary party being responsible for the HVAC controls system. To be able to adjust scheduling and heating and cooling set point adjustments.

ECM #3: Electrical Power Transformer Replacements

ABM Building Solutions shall include all equipment, labor and materials to remove the old, inefficient, existing transformers as stated below.

Includes:

Public Safety (Police & Fire)	Quantity 1	100 kVA Powersmiths E-Saver Opal Power Transformer
Corporation Yard	Quantity 1	30 kVA Powersmiths E-Saver Opal Power Transformer
Municipal Airport	Quantity 1	75 kVA Powersmiths E-Saver Opal Power Transformer

Excludes:

1. Anything that is not specifically included above in writing.

ECM #4: Lighting (Interior, Exterior and Street Lighting)

Interior Lighting

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.

Exterior Lighting Fixtures

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-2B: Street Lighting

Street Lighting

In June of 2014 The City of Oroville contracted with PG&E to convert approximately 1,079 high pressure sodium Fixture to LED. A review of the cities May 2015 PG&E streetlight summary shows that there are still 207 high pressure sodium fixtures that are owned by the City and are billed on the LS2 rate schedule. High Pressure Sodium fixtures are inefficient with low quality light and an average lifespan of 12,000 – 24,000 hours.

High Pressure Sodium Fixture Replacement

Existing high pressure sodium cobra head fixtures will be replacement with new LED fixtures manufactured by LEOTEK. The LEOTEK fixtures are extremely efficient delivering 128 lumens per watt with excellent color and a rated life expectancy of 100,000+ hours.

Switch from LS2 to LS3 Rate Schedule

ABM recommends switching the street lighting that is currently on the LS2 rate schedule to the LS3 rate schedule. The LS2 Schedule is bills for street lighting on a fixed fee per fixture vs. the LS3 rate schedule which bills based on actual usage per an electrolier meter. Switching to an LS3 rate will allow the city to use solar energy generated at other meters to offset the energy consumed by the street lighting. PG&E does not allow you to offset energy used by streetlights on the LS2 schedule.

On the following pages we have provided a line by line detail of the LED lighting upgrades that are included in this Scope of Work.

CITY OF OROVILLE STREET LIGHT LED UPGRADE PROPOSAL

Area	#	Room	Action	Current Qty	Current Kit	Attributes	Proposed Qty	Description	Proposed Controls	Control Qty
Oroville Municipal Airport - 225 Chuck Yeager Way	1	Airport Exterior Canopy	Relamp	12	CFL:PIN-CF32W:TRIPLE:4PIN-ELECTRONIC-1	6-in Can-NA-Recessed-No Lens	12	CREE CR6 10W 35K LED Can Kit		
Oroville Municipal Airport - 225 Chuck Yeager Way	2	Airport Interior	Relamp	30	CFL:PIN-CF32W:TRIPLE:4PIN-ELECTRONIC-1	6-in Can-NA-Recessed-No Lens	30	CREE CR6 10W 35K LED Can Kit		
Oroville Municipal Airport - 225 Chuck Yeager Way	3	Airport Interior	Retrofit	8	LF:T8-F32T8-ELEC:STD/NORM:BF-3	Troffer-2X4-Recessed	8	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps		
Oroville Municipal Airport - 225 Chuck Yeager Way	4	Bathroom	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Strip-4 foot	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens	2
Oroville Municipal Airport - 225 Chuck Yeager Way	5	Bathroom	Relamp	2	CFL:PIN-CF32W:TRIPLE:4PIN-ELECTRONIC-1	6-in Can-NA-Recessed-No Lens	2	CREE CR6 10W 35K LED Can Kit		
Oroville Municipal Airport - 225 Chuck Yeager Way	6	Employee Area	Relamp	4	CFL:PIN-CF32W:TRIPLE:4PIN-ELECTRONIC-1	6-in Can-NA-Recessed-No Lens	4	CREE CR6 10W 35K LED Can Kit	Lutron - dual switching wall switch replacement occ sens	1
Oroville Municipal Airport - 225 Chuck Yeager Way	7	Office 1	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-3	Troffer-2X4-Recessed	2	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - dual switching wall switch replacement occ sens	1
Oroville Municipal Airport - 225 Chuck Yeager Way	8	Office 2	Retrofit	3	LF:T8-F32T8-ELEC:STD/NORM:BF-3	Troffer-2X4-Recessed	3	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - dual switching wall switch replacement occ sens	1
Oroville Municipal Airport - 225 Chuck Yeager Way	9	Men's Restroom	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Strip-4 foot	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Oroville Municipal Airport - 225 Chuck Yeager Way	10	Women's Restroom	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Strip-4 foot	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Oroville Municipal Airport - 225 Chuck Yeager Way	11	Shop	Relamp	16	LF:T5-F54T5/HO-ELECTRONIC-4	Highbay-4 foot	16	Linmore LL-HPH-50K-4-144-6 LED 144W High Bay with Sensor		
Police & Fire - 2055 Lincoln Blvd	12	Police Lobby / Office	Retrofit	6	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-1X4-Recessed-Parabolic	6	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	13	Police Lobby / Office	Retrofit	3	LF:T8-F32T8-ELEC:STD/NORM:BF-3	Troffer-2X4-Recessed-Parabolic	3	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	14	Police File Room	Retrofit	4	LF:T8-F32T8-ELEC:STD/NORM:BF-4	Troffer-2X4-Recessed-Prismatic	4	Bypass Ballast and Re-Lamp w/ (4) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	15	Police Dispatch	Relamp	8	INCAND-INC:60W:A-1	4-in Can	8	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp		

Police & Fire - 2055 Lincoln Blvd	16	Police Dispatch	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-3	Troffer-2X4-Recessed-Parabolic	2	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	17	Police Dispatch	Relamp	1	UFL-F32T8/U6-ELECTRONIC-2	Troffer 2X2	1	Bypass Ballast, Install 2x2 Kits and (2)Energy Focus LEDFLT8-840-207-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	18	Police Hallway	Retrofit	14	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-1X4-Recessed-Parabolic	14	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	19	Police Offices X 9 (2 Fixtures Each)	Retrofit	18	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-2X4-Recessed-Prismatic	18	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - dual switching wall switch replacement occ sens
Police & Fire - 2055 Lincoln Blvd	20	Police Storage x 2 (2 fixtures each)	Retrofit	4	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-1X4-Recessed-Parabolic	4	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens
Police & Fire - 2055 Lincoln Blvd	21	Police Office x 4 (4 fixtures each)	Retrofit	16	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-2X4-Recessed-Prismatic	16	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - dual switching wall switch replacement occ sens
Police & Fire - 2055 Lincoln Blvd	27	Police - women's restroom	Retrofit	1	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface-Prismatic	1	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens
Police & Fire - 2055 Lincoln Blvd	22	Police Break Room	Retrofit	4	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-2X4-Recessed-Prismatic	4	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens
Police & Fire - 2055 Lincoln Blvd	23	Police Office	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-2X4-Recessed-Prismatic	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	24	Police Office	Relamp	9	INCAND-INC:60W:A-1	4-in Can	9	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	
Police & Fire - 2055 Lincoln Blvd	25	Police Office	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-1X4-Recessed-Parabolic	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	26	Police Office Large	Retrofit	6	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Troffer-1X4-Recessed-Parabolic	6	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	28	Police - men's restroom	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface-Prismatic	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens
Police & Fire - 2055 Lincoln Blvd	29	Police Stairs	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Strip-4 foot	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	30	Police Upstairs Meeting Room	Retrofit	14	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface-Prismatic	14	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	31	Police Storage Records	Retrofit	10	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Strip-4 foot	10	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	32	police upstairs hallway	Relamp	8	UFL-F32T8/U6-ELECTRONIC-2	Troffer 2X2	8	Bypass Ballast, Install 2x2 Kits and (2)Energy Focus LEDFLT8-840-207-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	34	Police Upstairs Men's Room	Retrofit	4	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Strip-4 foot	4	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Police & Fire - 2055 Lincoln Blvd	33	Police Upstairs Storage at end of Hall	Relamp	2	CFL:SCREW-CFL23W:TWIST:MEDIUM-EB-1	Keyless Socket	2	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	

Police & Fire - 2055 Lincoln Blvd	36	Police Evidence - Estimate	Retrofit	31	LF:T8-F32T8- ELEC:STD/NORM:BF-2	Strip-4 foot	31	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	35	Police Upstairs Women's Room	Retrofit	4	LF:T8-F32T8- ELEC:STD/NORM:BF-2	Strip-4 foot	4	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	37	Fire Dept. Training	Retrofit	5	LF:T8-F32T8- ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface- Prismatic	5	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	38	Fire Dept. Training	Retrofit	3	LF:T12-F34T12/ES-MAG-2	Strip-4 foot	3	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	39	Fire Dept. Stairs	Retrofit	1	LF:T8-F32T8- ELEC:STD/NORM:BF-2	Strip-4 foot	1	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Police & Fire - 2055 Lincoln Blvd	40	Garage	Retrofit	26	LF:T8- F96T8:96INSINGLEPIN- ELEC:STD/NORM:BF-2	Strip-8 foot-Pendant	26	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast		
Police & Fire - 2055 Lincoln Blvd	41	Exterior Yard	Replace	7	HPS-HPS:70W- HID:TRANS:MAGNETIC-1	Canopy Square- Meduim-Surface	7	DECO 38W LED Surface Mount Fixture with Motion Sensor		
Police & Fire - 2055 Lincoln Blvd	42	Exterior Yard	Replace	6	HPS-HPS:400W- HID:TRANS:MAGNETIC-1	Shoe Box-Mogul-Pole Arm	6			
Police & Fire - 2055 Lincoln Blvd	43	Exterior Yard	Replace	2	HPS-HPS:200W- HID:TRANS:MAGNETIC-1	Wallpack-Mogul-Wall	2	60W LED Wall Pack		
Police & Fire - 2055 Lincoln Blvd	44	Exterior Front	Relamp	5	HPS-HPS:70W- HID:TRANS:MAGNETIC-1	Bollard-Meduim	5	Remove Ballast and Re-Lamp with Green Creative 18.5A21/850/277V		
Police & Fire - 2055 Lincoln Blvd	45	Exterior Front	Replace	6	HPS-HPS:70W- HID:TRANS:MAGNETIC-1	Canopy Square- Meduim-Surface	6	DECO 38W LED Surface Mount Fixture with Motion Sensor		
Police & Fire - 2055 Lincoln Blvd	46	Back Garage	Replace	2	MV-MV:400W- HID:TRANS:MAGNETIC-1	High Bay-Mogul	2	Linmore LL-HPH-50K-4-144-6 LED 144W High Bay with Sensor		
Police & Fire - 2055 Lincoln Blvd	47	Shed	Retrofit	5	LF:T8-F32T8- ELEC:STD/NORM:BF-2	Strip-4 foot	5	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
City Hall - 1735 Montgomery Street	48	2 Lamp 4' T8 Throughout City Hall	Retrofit	46	LF:T8-F32T8- ELEC:STD/NORM:BF-2	Generic	46	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens	13
City Hall - 1735 Montgomery Street	49	3 Lamp 4' T8 Throughout City Hall	Retrofit	35	LF:T8-F32T8- ELEC:STD/NORM:BF-3	Generic	35	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - dual switching wall switch replacement occ sens	6
City Hall - 1735 Montgomery Street	50	3 Lamp 4' T8 City Hall Council Chambers	Retrofit	20	LF:T8-F32T8- ELEC:STD/NORM:BF-3	Generic	20	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps		
City Hall - 1735 Montgomery Street	51	4 Lamp 4' T8 Throughout City Hall	Retrofit	45	LF:T8-F32T8- ELEC:STD/NORM:BF-3	Generic	45	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - dual switching wall switch replacement occ sens	6
City Hall - 1735 Montgomery Street	52	City Hall Lobby	Relamp	12	CFL:PIN- CF18W:QUAD:2PIN- CFL/PREHEAT:MAGNETIC -2	6-in Can	12	CREE CR6 10W 35K LED Can Kit		
City Hall - 1735 Montgomery Street	53	City Hall Corridor Outside Council Chambers	Relamp	3	HAL-HAL:50W:BR30-* -1	Keyless Socket-* -*	3	Re-Lamp with (1) Green Creative 8BR30G4DIM/840 8W LED Lamp		
City Hall - 1735 Montgomery Street	54	City Hall Corridor	Relamp	3	LF:T8-F17T8- ELEC:STD/NORM:BF-4	Troffer-2X2-Recessed	3	Bypass Ballast, Install 2x2 Kits and (2)Energy Focus LEDFLT8-840-207-500F Lamps		

City Hall - 1735 Montgomery Street	55	City Hall Corridor	Retrofit	2	UFL-F32T8/U6-ELECTRONIC-2	Troffer 2X2	2	Bypass Ballast, Install 2x2 Kits and (2)Energy Focus LEDFLT8-840-207-500F Lamps	
City Hall - 1735 Montgomery Street	56	City Hall Exterior Wall Packs	Replace	8	HPS-HPS:70W-HID:TRANS:MAGNETIC-1	Wallpack-Meduum-Wall	8	Deco full cut off wall pack, Bronze, 120-277V, 30W, no photocell	
City Hall - 1735 Montgomery Street	57	City Hall Exterior Canopy Lights	Retrofit	4	CFL:PIN-CF26W:QUAD:2PIN-ELECTRONIC-2	Square	4	Relamp w/ (2)Green Creative Line Voltage LED PL Plug In	
City Corporation Yard - 1275 Mitchell Ave.	58	Sewer Dept. Shop	Retrofit	5	LF:T12-F96T12:SINGLEPIN-MAG-2	Industrial Strip-8 foot	5	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast	
City Corporation Yard - 1275 Mitchell Ave.	59	Sewer Dept. Office	Retrofit	3	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface-Prismatic	3	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
City Corporation Yard - 1275 Mitchell Ave.	60	Sewer Dept. Break Room	Retrofit	2	LF:T8-F96T8:96INSINGLEPIN-ELEC:STD/NORM:BF-2	Strip-8 foot-Surface	2	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast	Lutron - Wall switch replacement on and off occ sens
City Corporation Yard - 1275 Mitchell Ave.	61	Sewer Dept. Locker Room	Retrofit	2	LF:T8-F96T8:96INSINGLEPIN-ELEC:STD/NORM:BF-2	Strip-8 foot-Surface	2	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast	Lutron - Wall switch replacement on and off occ sens
City Corporation Yard - 1275 Mitchell Ave.	62	Sewer Dept. Restroom	Retrofit	2	CFL:PIN-CF7W:TWIN:2PIN-CFL/PREHEAT:MAGNETIC-2	Drum	2	Re-Lamp with (1) Green Creative 5.5PLS/840/HYB/GX23 5.5W LED Lamp	
City Corporation Yard - 1275 Mitchell Ave.	63	Mechanics Shop	Replace	8	LF:T5-F54T5/HO-ELECTRONIC-6	Highbay-4 foot	8	Linmore LL-HPH-50K-4-144-6 LED 144W High Bay with Sensor	
City Corporation Yard - 1275 Mitchell Ave.	64	Mechanics Shop	Replace	2	LF:T5-F54T5/HO-ELECTRONIC-4	Highbay-4 foot	2	Linmore LL-HPH-50K-4-144-6 LED 144W High Bay with Sensor	
City Corporation Yard - 1275 Mitchell Ave.	65	Mechanics Shop	Retrofit	14	LF:T8-F96T8:96INSINGLEPIN-ELEC:STD/NORM:BF-2	Strip-8 foot-Surface	14	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast	
City Corporation Yard - 1275 Mitchell Ave.	66	Mechanics Shop - Parts	Retrofit	4	LF:T8-F96T8:96INSINGLEPIN-ELEC:STD/NORM:BF-2	Strip-8 foot-Surface	4	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast	
City Corporation Yard - 1275 Mitchell Ave.	67	Mechanics Shop - Office	Retrofit	6	LF:T8-F96T8:96INSINGLEPIN-ELEC:STD/NORM:BF-2	Strip-8 foot-Surface	6	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast	
City Corporation Yard - 1275 Mitchell Ave.	68	Mechanics Shop - Office	Replace	2	LF:T5-F54T5/HO-ELECTRONIC-2	Strip-4 foot	2	Envirobrite FST404050-LS 34W LED Fixture with Sensor Switch LSXR-610-HL Sensor	
City Corporation Yard - 1275 Mitchell Ave.	69	Corporate Yard Exterior Barn Light	Replace	6	HPS-HPS:200W-HID:TRANS:MAGNETIC-1	Barn Light	6	60W LED Wall Pack	
City Corporation Yard - 1275 Mitchell Ave.	70	Corporate Yard Exterior Over Fuel	Replace	1	MH-MH:400W-HID:TRANS:MAGNETIC-1	Flood-Mogul	1	Deco 160W LED Shoebox Yoke Mt replaces 400W HID	
City Corporation Yard - 1275 Mitchell Ave.	71	Corporate Yard Exterior Fuel Canopy	Replace	2	MH-MH:400W-HID:TRANS:MAGNETIC-1	Canopy Square-Mogul	2	Deco 160W LED Shoebox Yoke Mt replaces 400W HID	
City Corporation Yard - 1275 Mitchell Ave.	72	Corporate Yard Exterior	Replace	2	HPS-HPS:200W-HID:TRANS:MAGNETIC-1	Cobra Head-Mogul-Pole Arm	2	DECO D816 60W LED Shoebox w/Sensor	
City Corporation Yard - 1275 Mitchell Ave.	73	Corporate Yard Exterior - Car Ports	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Strip-4 foot	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
City Corporation Yard - 1275 Mitchell Ave.	74	Corporate Yard Exterior - Car Ports	Retrofit	3	LF:T8-F96T8:96INSINGLEPIN-ELEC:STD/NORM:BF-2	Strip-8 foot-Surface	3	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast	
City Corporation Yard - 1275 Mitchell Ave.	75	Corporate Yard Exterior	Replace	6	HAL-HAL:70W:BR40-1	Keyless Socket	6	Re-Lamp with (1) Green Creative 8BR30G4DIM/840 8W LED Lamp	

City Corporation Yard - 1275 Mitchell Ave.	76	Corporate Yard Exterior	Replace	2	HPS-HPS:70W-HID:TRANS:MAGNETIC-1	Wallpack-Meduum-Wall	2	Deco full cut off wall pack, Bronze, 120-277V, 30W, no photocell		
City Corporation Yard - 1275 Mitchell Ave.	77	Parks Dept. Breakroom	Retrofit	2	LF:T12-F96T12:SINGLEPIN-MAG-2	Industrial Strip-8 foot	2	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast		
City Corporation Yard - 1275 Mitchell Ave.	78	Parks Dept. Office	Retrofit	2	LF:T12-F96T12:SINGLEPIN-MAG-4	Wrap-8 foot	2	(4) ESPEN L96T8/840/24G-EB Lamps and (2)VE259MVHIP Ballasts		
City Corporation Yard - 1275 Mitchell Ave.	79	Parks Dept. Locker Room	Retrofit	2	LF:T12-F96T12:SINGLEPIN-MAG-2	Industrial Strip-8 foot	2	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast		
City Corporation Yard - 1275 Mitchell Ave.	80	Parks Dept. Locker Room	Retrofit	2	LF:T12-F34T12/ES-MAG-2	Strip-4 foot	2	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
City Corporation Yard - 1275 Mitchell Ave.	81	Parks Dept. Men's	Retrofit	1	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface-Prismatic	1	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens	1
City Corporation Yard - 1275 Mitchell Ave.	82	Parks Dept. Women's	Retrofit	1	LF:T12-F34T12/ES-MAG-2	Strip-4 foot	1	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	Lutron - Wall switch replacement on and off occ sens	1
City Corporation Yard - 1275 Mitchell Ave.	83	Parks Dept. Garage	Retrofit	3	LF:T8-F32T8-ELEC:STD/NORM:BF-4	Wrap-4 foot-Surface-Prismatic	3	Bypass Ballast and Re-Lamp w/ (4) Energy Focus LEDFLT8-840-411-500F Lamps		
Pioneer Museum - 2332 Montgomery St.	84	Pioneer Museum - display lights	Retrofit	1	LF:T12-F30T12-MAG-2	Display case-6 foot	1	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-310-500F Lamps		
Pioneer Museum - 2332 Montgomery St.	85	Pioneer Museum - display lights	Retrofit	5	LF:T12-F34T12/ES-MAG-2	Display case-8 foot	5	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Pioneer Museum - 2332 Montgomery St.	86	Pioneer Museum - display lights	Retrofit	2	LF:T8-F32T8-ELEC:STD/NORM:BF-1	Display case-4 foot	2	Bypass Ballast and Re-Lamp w/ (1) Energy Focus LEDFLT8-840-411-500F Lamp		
Pioneer Museum - 2332 Montgomery St.	87	Pioneer Museum - display lights	Retrofit	4	LF:T12-F34T12/ES-MAG-1	Display case-4 foot	4	Bypass Ballast and Re-Lamp w/ (1) Energy Focus LEDFLT8-840-411-500F Lamp		
Pioneer Museum - 2332 Montgomery St.	88	Pioneer Museum - old sconces	Relamp	4	INC:25W:B:OR:F:CAND-1	Decorative	4	B10 3.5W Filament Lamp Amber		
Pioneer Museum - 2332 Montgomery St.	89	Pioneer Museum - chandeliers	Relamp	12	INC:25W:B:OR:F:CAND-1	Decorative	12	B10 3.5W Filament Lamp Amber		
Pioneer Museum - 2332 Montgomery St.	90	Pioneer Museum - Upstairs	Relamp	54	HAL-HAL:50W:BR30-1	Keyless Socket	54	Re-Lamp with (1) Green Creative 8BR30G4DIM/840 8W LED Lamp		
Pioneer Museum - 2332 Montgomery St.	91	Pioneer Museum - Downstairs	Relamp	42	HAL-HAL:40:R20-1	Track	42	Green Creative 7.5R20G3DIM/827 7.5W R20		
Pioneer Museum - 2332 Montgomery St.	92	Pioneer Museum - Downstairs	Relamp	4	CFL:SCREW-CFL23W:TWIST:MEDIUM-EB-1	Decorative	4	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp		
Pioneer Museum - 2332 Montgomery St.	93	Pioneer Museum - Misc	Relamp	27	CFL:SCREW-CFL23W:TWIST:MEDIUM-EB-1	Keyless Socket-Generic	27	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp		
Municipal Auditorium - 1200 Meyers St.	94	Municipal Auditorium - Foyer	Retrofit	11	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Generic	11	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Municipal Auditorium - 1200 Meyers St.	95	Municipal Auditorium - Main	Retrofit	16	LF:T8-F32T8-ELEC:STD/NORM:BF-3	Generic	16	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps		
Municipal Auditorium - 1200 Meyers St.	96	Municipal Auditorium - Main High Ceiling	Retrofit	52	LF:T8-F96T8:96INSINGLEPIN-ELEC:STD/NORM:BF-2	Strip-8 foot-Pendant	52	New Espen T8 lamp, L96T8/840/24G-EB and new 8' fluorescent ballast		

Municipal Auditorium - 1200 Meyers St.	97	Municipal Auditorium - Throughout	Retrofit	120	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Generic	120	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Municipal Auditorium - 1200 Meyers St.	98	Municipal Auditorium - Throughout	Relamp	12	INCAND-INC:60W:A-1	Keyless Socket	12	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	
Municipal Auditorium - 1200 Meyers St.	99	Municipal Auditorium - exterior	Retrofit	7	HPS-HPS:200W-HID:TRANS:MAGNETIC-1	Wallpack-Mogul-Wall	7	60W LED Wall Pack	
Municipal Auditorium - 1200 Meyers St.	100	Municipal Auditorium - exterior	Relamp	6	HPS-HPS:70W-HID:TRANS:MAGNETIC-1	Coach-Meduum-Pole	6	Remove Ballast and Re-Lamp with Green Creative 18.5A21/850/277V	
Centennial Cultural Center - 1931 Arlin Rhine Memo	101	Cultural Center - Vacant Space	Retrofit	14	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Generic	14	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Centennial Cultural Center - 1931 Arlin Rhine Memo	102	Cultural Center - Vacant Space	Retrofit	4	LF:T8-F32T8-ELEC:STD/NORM:BF-4	Generic-4 foot-Surface-Prismatic	4	Bypass Ballast and Re-Lamp w/ (4) Energy Focus LEDFLT8-840-411-500F Lamps	
Centennial Cultural Center - 1931 Arlin Rhine Memo	103	Cultural Center - Vacant Space	Relamp	1	LF:T8-F17T8-ELEC:STD/NORM:BF-2	Troffer-2X2	1	Bypass Ballast and Re-Lamp w/ (2)Energy Focus LEDFLT8-840-207-500F Lamps	
Centennial Cultural Center - 1931 Arlin Rhine Memo	104	Cultural Center - Banquet Room	Retrofit	15	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Generic	15	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Centennial Cultural Center - 1931 Arlin Rhine Memo	105	Cultural Center - Banquet Room	Retrofit	4	LF:T8-F32T8-ELEC:STD/NORM:BF-4	Generic-4 foot-Surface-Prismatic	4	Bypass Ballast and Re-Lamp w/ (4) Energy Focus LEDFLT8-840-411-500F Lamps	
Centennial Cultural Center - 1931 Arlin Rhine Memo	106	Cultural Center - Catalyst	Retrofit	22	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Generic	22	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Centennial Cultural Center - 1931 Arlin Rhine Memo	107	Cultural Center - Exterior	Relamp	24	CFL:SCREW-CFL23W:TWIST:MEDIUM-EB-1	Keyless Socket	24	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	
Bolt Antique Tool Museum - 1650 Broderick Street	108	Bolt Tool Museum - Throughout	Retrofit	45	LF:T8-F32T8-ELEC:STD/NORM:BF-3	Generic	45	Bypass Ballast and Re-Lamp w/ (3) Energy Focus LEDFLT8-840-411-500F Lamps	
Lott Home Museum - 1067 Montgomery St.	109	Lott Home Throughout	Relamp	60	INCAND-INC:25W:B:OR:F:CAND-1	Decorative	60	B10 3.5W Filament Lamp Amber	
Lott Home Museum - 1067 Montgomery St.	110	Lott Home Throughout	Relamp	9	INCAND-INC:60W:A-1	Keyless Socket	9	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	
Lott Home Museum - 1067 Montgomery St.	111	Lott Home Throughout	Relamp	2	CFL:SCREW-CFL23W:TWIST:MEDIUM-EB-1	Keyless Socket	2	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	
Lott Home Museum - 1067 Montgomery St.	112	Lott Home Kitchen	Retrofit	9	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface-Prismatic	9	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps	
Lott Home Museum - 1067 Montgomery St.	113	Lott Home Exterior	Relamp	11	CFL:SCREW-CFL23W:TWIST:MEDIUM-EB-1	Keyless Socket	11	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	
Lott Home Museum - 1067 Montgomery St.	114	Lott Home Exterior	Relamp	26	INCAND-INC:60W:A-1	Keyless Socket	26	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp	
Lott Home Museum - 1067 Montgomery St.	115	Lott Home Exterior	Relamp	3	HAL-HAL:40:R20-1	Track	3	Green Creative 7.5R20G3DIM/827 7.5W R20	
Lott Home Museum - 1067 Montgomery St.	116	Lott Home Exterior	Relamp	2	HAL-HAL:50W:BR30-1	Keyless Socket	2	Re-Lamp with (1) Green Creative 8BR30G4DIM/840 8W LED Lamp	
Lott Home Museum - 1067 Montgomery St.	117	Lott Home Exterior	Relamp	1	HPS-HPS:70W-HID:TRANS:MAGNETIC-1	Wallpack-Meduum-Wall	1	Remove Ballast and Re-Lamp with Green Creative 18.5A21/850/277V	

Chinese Temple - 1500 Broderick St.	118	Chinese Museum Tapestry Hall	Retrofit	20	LF:T8-F32T8-ELEC:STD/NORM:BF-1	Display case-4 foot	20	Bypass Ballast and Re-Lamp w/ (1) Energy Focus LEDFLT8-840-411-500F Lamp		
Chinese Temple - 1500 Broderick St.	119	Chinese Museum Tapestry Hall	Retrofit	34	LF:T8-F32T8-ELEC:STD/NORM:BF-2	Wrap-4 foot-Surface-Prismatic	34	Bypass Ballast and Re-Lamp w/ (2) Energy Focus LEDFLT8-840-411-500F Lamps		
Chinese Temple - 1500 Broderick St.	120	Chinese Museum Exterior	Replace	3	HPS-HPS:70W-HID:TRANS:MAGNETIC-1	Wallpack-Meduum-Wall	3	Deco full cut off wall pack, Bronze, 120-277V, 30W, no photocell		
Chinese Temple - 1500 Broderick St.	121	Chinese Museum Exterior	Retrofit	20	LF:T8-F32T8-ELEC:STD/NORM:BF-1	Display case-4 foot	20	Bypass Ballast and Re-Lamp w/ (1) Energy Focus LEDFLT8-840-411-500F Lamp		
Chinese Temple - 1500 Broderick St.	122	Chinese Museum Exterior	Replace	8	HPS-HPS:100W-HID:TRANS:MAGNETIC-1	Flood	8	Small Flood, 20W LED, 5000K, Threaded Hub Knuckle, 120-277V, Dark Bronze		
State Theatre - 1489 Myers Street	123	State Theater - Exterior	Relamp	14	HAL-HAL:70W:BR40-*-1	Keyless Socket-*-*	14	Re-Lamp with (1) Green Creative 8BR30G4DIM/840 8W LED Lamp		
State Theatre - 1489 Myers Street	124	State Theater - Lobby	Relamp	8	HAL-HAL:50W:BR30-1	Keyless Socket	8	Re-Lamp with (1) Green Creative 8BR30G4DIM/840 8W LED Lamp		
State Theatre - 1489 Myers Street	125	State Theater - Chandeliers / Vanity	Relamp	66	CFL:SCREW-CFL13W:TWIST:MEDIUM-EB-1	Chandelier	66	Re-Lamp w/ (1)Green Creative 9W A19 Screw In LED 3000K Dimmable Lamp		

CITY OF OROVILLE STREET LIGHT LED UPGRADE PROPOSAL

Rate Type	QTY	Existing Fixture Type	Proposed Fixture Type
LS-2	7	High Pressure Sodium 120V 100W Cobra Head	LEOTEK 46W 5,510 Lumen LED Cobra Head GCJ1-20H-MV-NW-2R-GY-FDC-700-WL
LS-2	8	High Pressure Sodium 120V 150W Post Top	LED Post Top Retrofit Kit 65W
LS-2	175	High Pressure Sodium 120V 70W Cobra Head	LEOTEK 29W 3,720 Lumen LED Cobra Head GCJ1-20H-MV-NW-2R-GY-FDC-450-WL
LS-2	10	High Pressure Sodium 240V 200W Post Top	LED Post Top Retrofit Kit 90W
LS-2	3	High Pressure Sodium 240V 200W Cobra Head	LEOTEK 88W 11,260 Lumen LED Cobra Head GCM1-40H-MV-NW-2R-GY-FDC-700-WL
LS-2	4	High Pressure Sodium 240V 400W	LEOTEK 160W 20,000 Lumen LED Cobra Head GCL1-80G-MV-NW-2-GY-FDC-700-WL

Excludes:

1. New meter pedestals
2. PG&E Fees associated with the change from LS2 to LS3 rate schedule

ECM #5: Solar Renewable Energy Generation System

Total System Size (kW DC)	532
Solar Panels / Modules	Quantity (1520) JA Solar JAM6(K)-72-350/PR BSS01
Inverters	Quantity (7) Sungrow SG66KU-M BSS02
Project Energy Production (kWh/yr)	1,104,000
Ground Mounted / Single Axis Tracking System	NEXTracker
Production Guarantee	95% Production / 10 year
Monitoring Solution	AlsoEnergy

Design/Builder Scope of Work

Design/Builder shall furnish the labor, equipment, material, permits and services set forth in this Agreement to complete the design, engineering, construction, commissioning and interconnection for a solar photovoltaic system on ground mounted, single axis trackers, to be constructed at the Municipal Airport.

Including:

1. Design and engineering per the Codes currently in force as of the Effective Date with the local Authority Having Jurisdiction (AHJ).
 - a. Site discovery
 - b. 50% design development drawings for Customer review
 - c. Construction drawings provided for Customer review and approval
 - d. Construction drawings to submit for permitting
 - e. Record drawings provided at the conclusion of the project
2. Building and electrical permits and inspections required by the local AHJ for the construction of the PV system.
3. Interconnection application and approval by the local Utility. The costs for interconnection study and utility work other than the fast track application fees are excluded.
4. Procurement and delivery of the System materials to the job site.
5. Installation of the System and connection to the Customer's electrical distribution system.
6. Glare studies and FAA permit fees.
7. Commissioning and testing per Borrego's procedures.

Assumptions:

The Contract Price and Schedule are based on the following assumptions. If any changes to the assumptions are required, then the Contract Price and Schedule shall be adjusted by an equitable Change Order.

General:

1. The electrical interconnection shall be 480V, Supply side, located at Main switchgear next to the array ("the Point of Common Coupling").
2. The new PV system shall be the only generation or energy storage on the Customer's site that operates in parallel with the local Utility.
3. The following shall be allowed per the applicable Codes and Borrego Solar's engineering practices:
 - a. USE-2 or PV jacketed conductors in free air in array source circuits
 - b. Schedule 40 PVC below grade
 - c. Electrical metallic tubing conduit (EMT)

- d. Liquid tight flexible metal conduit (LFMC)
 - e. Aluminum conductors
 - f. Aluminum windings and bus bars
4. Trenching assumptions:
 - a. Depth shall be 4 feet or less
 - b. Native backfill shall be allowed
 - c. If trenching is required through asphalt, a maximum of 4" depth of asphalt is assumed.
 - d. No T-cut requirements for asphalt patchback
 - e. No underground obstructions or hidden conditions
 5. AHJ permit costs shall not exceed 1.5% of the contract price. Schedule assumes that all AHJ permits shall be issued within 20 business days of Contractor's submittal.
 6. One time mobilization to site for construction.
 7. All labor is assumed to be during regular business hours. Any work done outside of normal business hours shall be at extra cost, and Contractor shall be entitled to a change order.
 8. Labor rates are based on general commercial rates and include local prevailing wage rates but exclude collective bargaining agreements, etc.
 9. Clear and free access to all array locations.
 10. Utility power shutdowns will likely be required for design investigation and for system installation. Contractor and Customer will coordinate on shutdowns to minimize impacts to facility operations.
 11. Subsurface conditions allow for construction of the system per the pre-sales design.
 12. Tracker piles shall be W6x9 at a maximum embedment depth of 9 feet. Industry standard pile driving rates included with no refusal.

Exclusions:

The following items and any related items are not included as part of the Work. If any of these items are required, whether by the Customer, local AHJ, local Utility or other party, then the Contract Price and Schedule shall be adjusted by an equitable Change Order.

General:

1. Upgrades or repairs to any existing switchgear, panelboards, or any other part of the Customer's electrical system.
2. Utility infrastructure upgrades or repairs, should they be required.
3. Interconnection applications approval, upgrades or equipment for any other generation source, current or planned.
4. Any equipment, materials or requirements resulting from changes in the applicable Codes, standards or regulations after the commencement date of this Agreement.
5. Groundwater, caving or shoring.
6. Concrete encasement of conduits or underground duct banks.
7. Tree trimming, tree removal, landscaping, irrigation, ground cover, soil stabilization, reseeding or replanting.
8. Permanent roads, fencing, equipment screens, or other site improvements unless otherwise called out in Borrego's proposal.
9. Removal or remediation of asbestos, lead or any hazardous material.
10. Painting of exterior exposed conduits or equipment with factory finishes.

11. Badging, screening, testing or background checks for laborers.
12. Zoning, special use, conditional use or other permits are excluded. Permitting or approvals for work performed previously or by other contractors are excluded.
13. Heavy equipment may be used during construction and may leave tire marks on finish surfaces. Contractor will make reasonable efforts to minimize marking or damage to these surfaces but there may be some marks or cracks. Slurry coating and painting of the hardscape for aesthetic reasons are excluded from this work. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for repairing any material damage to site and existing finishes resulting from Contractor's work on site.
14. Hard line connection to existing facility LAN for Data acquisition system.
15. Materials or equipment beyond the requirements of the current Electrical, building and fire Code enforced by the local AHJ.
16. Concrete encasement of foundation piles or supports.
17. All other items not specifically stated as being included.

Exhibit A Terms and Conditions

The term "Contractor" shall mean and include ABM Building Solutions LLC, 5725 Alder Avenue, Sacramento, California 95828

The term "Owner" shall mean and include Owner, City of Oroville, 1735 Montgomery Street, Oroville, California 96965

1. Contractor will warrant that the materials and workmanship provided by the Contractor under this agreement will be free from defects for a period of twelve (12) months after Owner's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Owner the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the Owner for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Owner shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Owner's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Owner at the hourly rate for such services.
2. Equipment that is to be replaced shall maintain a high standard of quality. The Owner shall review all product and manufacturer cut sheets on new equipment that is to be installed.
3. Contractor shall provide a Performance and Payment Bond in the full amount of the contract which is \$3,309,690.00. The costs for said bonds shall be included in the contract price. The bond may be extended for additional term(s) of twelve (12) months at the option of the surety, by continuation certificate executed by the surety. At no time will the period of exposure under the bonds exceed twelve (12) months. Notification of non-renewal shall be given by certified mail to the obligee no later than thirty (30) days prior to the expiration date of the bonds. Failure of the surety to issue a Continuation Certificate, or otherwise extend the term, shall not constitute a default under the performance and/or payment bond.
4. Owner shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours or as instructed by Owner; except that no Work will interfere with Owner's instructional activities.
5. Contractor and Owner agree that all Work required for the Project, including that of all other contractors and subcontractors for the Owner, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities; their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Owner's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Contractor's reasonable control. Such causes include, but are not limited to, acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply; or any other cause not within the reasonable control of the Contractor.

6. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement; and must be approved in advance and in writing by Owner, and Owner shall not incur any such extra charge as a result of any negligent act or omission by Contractor.
7. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement.
8. This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
9. Subject to Section 18 below, any legal action relating to this Agreement, or breach thereof, shall be commenced in Butte County, CA. Both Owner and Contractor submit to the jurisdiction of the courts of Orange County, CA for determination of any breach of duties and damages thereof.
10. Owner shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. Contractor will carry Commercial General Liability Insurance and Automobile Insurance with occurrence and aggregate limits of the following, which will include products and completed operations coverage, and shall include Owner as an additional insured on these policies. Owner will carry and shall cause Contractor to be named as an additional insured in a policy of builder's risk insurance on each building while then subject to the Work, including extended coverage, with limits equal to the replacement value of such building, including equipment installed thereon under this Agreement.

Workman's Compensation:

State:	Statutory
Applicable Federal	Statutory
Employer's Liability	\$1,000,000
General Liability:	
General per Contract Aggregate	\$3,000,000
Products – Completed Operations per Contract	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Each Occurrence	
(Bodily Injury and Property Damage)	\$3,000,000

Property Damage liability insurance shall provide Explosion, Collapse and Underground Coverage where applicable.

Excess or Umbrella Liability:	
General per Contract Aggregate	\$1,000,000

Each Occurrence	\$1,000,000
Automobile Liability:	
Bodily Injury:	
o Each Person	\$1,000,000
o Each Accident	\$1,000,000
Property Damage	
o Each Accident	\$1,000,000
o Or a combined Single Limit of	\$1,000,000
o Include applicable No-Fault converges	
o Include all owned vehicles non-owned vehicles and hired vehicles.	

13. Contractor agrees to indemnify Owner from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including reasonable attorney's fees, to the extent caused by Contractor's negligence in the performance of the Work under this Agreement.
14. **LIMITATION OF LIABILITY.** Except to the extent of a party's indemnification obligations arising from third party claims, in no event shall either party be liable to the other party for any incidental, indirect, special or consequential losses or damages of the other party including, but not limited to, punitive damages or lost profits whether based upon contract, negligence, or other theory of law.
15. Owner agrees to indemnify Contractor from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including reasonable attorney's fees, caused by Owner's negligence. Contractor agrees to indemnify Owner from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including reasonable attorney's fees, caused by Contractor's negligence
16. Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy: compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply; or any other cause not within the reasonable control of the Contractor.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Owner's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct.
18. Contractor shall have the right to terminate this Agreement if Owner's facility or the Equipment is condemned or destroyed, in whole or in part, and not promptly repaired or replaced in full. Upon such a termination, all obligations of Contractor and the Owner (other than the obligation to make payments already due and payable under this Agreement) will immediately cease.
19. Dispute Resolution: Any controversy, claim, counterclaim, controversy or dispute involving the parties (or their affiliates) directly or indirectly concerning this agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be handled through mediation. 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 selection of a mediator shall be submitted to American Arbitration Association (AAA) or its successor 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.

20. If applicable, any tax benefits or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Owner will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.

21. **Representations, Warranties and Covenants of the Owner.** The Owner represents and warrants to Contractor that:

a. The Owner is a public entity, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Agreement and to perform all of its obligations hereunder.

b. The Owner's governing body has duly authorized the execution and delivery of this Agreement and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

22. **Representations and Warranties of Contractor.** Contractor represents and warrants to the Owner that:

a. Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State of California, and is currently registered with the Department of Industrial Relations;

b. Contractor has full power, authority and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

c. The execution, delivery, and performance of this Agreement do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

d. There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Agreement.

23. **Prevailing Wages.** Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract.

24. **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein.

25. No Reliance. The Parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.

Exhibit B
Preliminary Project Schedule
Financial Terms and Conditions

Preliminary Project Schedule and Mobilization

Upon the receipt of Notice to Proceed (NTP), Contractor will present a Preliminary Project Schedule to Owner at the first kickoff meeting scheduled prior to construction.

Financial Terms and Conditions

The Work shall include all work included in the purchase price, including but not limited to; professional services; engineering; design; procurement; and installation of the infrastructure improvements indicated in Schedule 1, Scope of Work. The price for the Work shall be paid, or caused to be paid, by Owner to Contractor as follows as :

Description of Work	Percent of Total Project	Amount
01: Upon Notice to Proceed (NTP) / Mobilization	10.0%	\$320,338.82
02: Lighting (Interior, Exterior and Street Lighting)	13.6%	\$437,106.60
02: Heating, Ventilation and Air Conditioning (HVAC)	19.4%	\$621,552.09
03: Building / Energy Management Controls System	1.5%	\$48,362.63
04: Solar Photovoltaic (PV) Renewable Energy System	52.5%	\$1,681,500.00
05: Transformer Replacement	2.3%	\$74,350.10
06: Measurement and Verification (M&V)	0.6%	\$20,178.00

As a condition of performance, payments are made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Owner and approved by an officer of Contractor as evidenced by their signatures above. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claims, representations, promise or condition on behalf of Contractor which is not expressed herein.

ABM Building Services, LLC

Annual Energy Unit Savings Agreement

Proposal Date	Proposal	Agreement Number	Page
July 11, 2017	XXX-XXXX	XXXX-XXXXX	1 of 25

BY AND BETWEEN:

ABM Building Services, LLC 5725 Alder Avenue, Sacramento, CA 95828 Hereinafter: Contractor	AND	City of Oroville 1735 Montgomery Street Oroville, CA 95965 Hereinafter: Customer
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PROJECT DESCRIPTION AND LOCATION

This Contract provides for certain on-going support services and Energy Unit Savings to be achieved in connection with the Work performed under the Bundled Energy Solutions Project Agreement Number XXXX-XXXXX between ABM Building Services, LLC and the City of Oroville dated July 11, 2017 (“BES Project Agreement”) at the City of Oroville Facilities.

Contractor will provide the on-going support services set forth in the Energy Unit Savings Guarantee set forth in Exhibit “B” subject to the terms and conditions set forth in Exhibits “A”, “B”, “C”, “D” and “E” hereto.

Beginning in April 2018, the annual fee for year 1 of the Measurement and Verification contract will be \$9,800.00. There will be an automatic annual renewal of this contract, provided that this contract can be terminated at any time as set forth in Exhibit A. There is a 3% annual escalation on the fee. The annual fee is to be paid in one annual installment to the Contractor.

This proposal is proprietary property of Contractor and is provided for Customer’s use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM BUILDING SERVICES, LLC

City of Oroville

Signature (Authorized Representative)	Signature (Authorized Representative)
Mark Newsome	Linda Dahlmeier
Name (Print)	Name (Print)
President	Mayor
Title	Title
Date	Date

Exhibit A- Definitions

1. **Annual Savings Period or Measurement Year:** shall mean the consecutive twelve (12) month period beginning with the M&V Commencement Date. Savings and rebates during the Project period prior to the M&V Commencement Date will go towards first year savings.
2. **Baseline:** In determining Baselines, Contractor identifies some of the factors which may affect energy use for the Facilities, including but not limited to: hours and levels of occupancy; occupant population; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment (“Factors”). After consideration of those Factors and certain other uses of the Facilities, Contractor establishes initial Baselines. It is understood that in the event changes in Factors affect energy use, the Baselines may be revised from time to time as detailed in this Contract. In addition, data collected during the period before construction may indicate a change of the energy use pattern at the facility and require a change to the Baselines. Contractor shall notify the Customer, in writing, of all such changes.
3. **Baseline Dates:** shall mean the start and end dates determining the Baseline. The Baseline Dates for all City of Oroville buildings, except for building on the NEM tariff, shall be January 2016 through December 2016. Baselines for buildings on the NEM tariff shall be May 2015 through April 2016.
4. **Initial Base Energy Rates:** The “Base Energy Rates” are the units of dollars per energy unit developed from the Baselines and are identified in Exhibit D, and shall be used by Contractor to calculate the initial EC Savings.
5. **Contractor** shall mean and include ABM Building Solutions, LLC, 5725 Alder Ave, Sacramento, CA 95828.
6. **Customer** shall mean the City of Oroville, 1735 Montgomery Street, Oroville, CA 95965.
7. **EC Savings:** The energy conservation savings, having units of dollars (\$), are those savings achieved through the reduction in energy consumption, demand, energy rates, maintenance, or materials calculated using the Initial Base Energy Rates from Exhibit “D” or the actual rates, whichever results in greater Energy Unit Savings.
8. **Energy Unit Savings Term:** The “Energy Unit Savings Term” shall be for **Five (5)** years or until the termination of this agreement, whichever comes first.
9. **Energy Unit Savings:** The energy conservation savings in units of energy, power, water, etc., achieved through the reduction in energy consumption, demand, energy rates, maintenance, or materials. Units of energy may include kW, kWh, MCF, MMBTU, Gallons and are identified in Exhibit “D”
10. **M&V Commencement Date:** “M&V Commencement Date” shall be the first day of the month following both:
 - 1) The signed Certificate of Final Completion of the Project in accordance with the City of Oroville Bundled Energy Solutions Project Agreement # xxxx-xxxx, and
 - 2) Contractor’s receipt of all payments due and owing under the BES Project Agreement.
11. **Project:** the Bundled Energy Solution project performed by Contractor for the Customer pursuant to the BES Project Agreement.
12. **Projected Energy Unit Savings:** the savings expected from the Project as identified in Exhibit D.
13. **Savings Measurement & Verification Plan:** Contractor’s process of preparing reports, taking on-site measurements, monitoring building automation systems, and/or any additional work to quantify Energy Unit Savings for the purpose of meeting the Guaranteed Energy Unit Savings as identified in Exhibit D. Contractor’s measurement and verification activities shall not include maintenance of the Project or record keeping related to such maintenance, which shall be the sole responsibility of Customer.

General Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to implement the Savings Measurement & Verification Plan (Exhibit E). All work by Contractor under this Contract will be performed during normal working hours; except that no work will interfere with Customer's activities.
2. Subject to Section 8 below, any legal action relating to this Agreement, or breach thereof, shall be commenced in the County of Anderson, South Carolina. Both Customer and Contractor submit to the jurisdiction of the courts of the County of Butte, California for determination of any breach of duties and damages thereof.
3. Contractor will carry Commercial General Liability Insurance and Automobile Insurance with occurrence and aggregate limits of \$1,000,000 and, upon request, shall name Customer as an additional insured on these policies.
4. Contractor agrees to indemnify Customer from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including reasonable attorney's fees, caused by Contractor's negligence in the performance of the Work under this Agreement.
5. Customer agrees to indemnify Contractor from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof, including reasonable attorney's fees, caused by Customer's negligence.
6. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct.
7. Customer's Termination Right: To the extent authorized under the applicable state and federal laws, regulations, ordinances or other requirements, Customer may terminate this Contract upon thirty (30) days prior written notice. Should such termination occur on a date other than at the beginning of a Measurement Year, Contractor shall have no Guaranteed Energy Unit Saving obligations hereunder for a partial year. Contractor shall have no obligation to refund any monthly payments made hereunder through the date of any such early termination and customer shall have no obligation to make payments for future months.
8. Dispute Resolution: Any controversy, claim, counterclaim, controversy or dispute involving the parties (or their affiliates) directly or indirectly concerning this agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be handled through mediation. 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 selection of a mediator shall be submitted to American Arbitration Association (AAA) or its successor 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.

Exhibit B

Savings Guarantee

1. The annual Energy Unit Savings will be calculated using standard computerized Energy Unit Savings auditing procedures, as described herein, which compare the Customer's energy demand and consumption between the months of January 2016 through December 2016 for all buildings except those on the NEM tariff and May 2015 through April 2016 for all buildings on the NEM tariff ("Baseline Conditions") with that of the consumption during the applicable Annual Savings Period (the "Calculated Savings"). These dates may be adjusted based on final project completion and Customer sign off of project completion. Published degree days will be used in auditing process to allow for differences of weather conditions between Baseline Dates and each year of Guaranteed Unit Savings. Increase in utility rates will be adjusted with audits.
2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Contractor may, if it deems necessary, inspect the Facilities from time to time to implement its Savings Measurement & Verification Plan.
3. For the purpose of determining Energy Unit Savings, Contractor shall prepare reports, take on-site measurements, monitor building automation systems, and/or additional work as required by and detailed in its Savings Measurement & Verification Plan as identified in Exhibit E.
4. The Customer acknowledges and consents to Contractor's right to monitor Energy Unit Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. The Customer shall cooperate fully with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location.
5. For the purpose of determining Energy Unit Savings, Customer shall cooperate with Contractor by providing utility bills and other applicable information and maintenance records, changes in factors affecting energy use, and/or additional information as requested by Contractor personnel.
6. Savings Guarantee: Subject to changes in the Factors, Contractor guarantees that the Customer will realize total Energy Unit Savings during the Energy Unit Savings Term of not less than the Guaranteed Savings set forth in Exhibit "D".
7. Guarantee Payment: Should the Customer's total Energy Unit Savings during any Measurement Year be less than the Guaranteed Energy Unit Savings for that year, Contractor guarantees that it shall pay to the Customer, within 30 days of the acceptance of the annual Energy Unit Savings report, the difference between the Guaranteed Energy Unit Savings for such year and the total Energy Unit Savings for that Measurement Year, not to exceed the Guarantee Energy Unit Savings amount set forth in Exhibit "D". If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Contractor may mutually agree upon such services or retrofits in lieu of the Guarantee Payment. For the purposes of this Contract, such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for that Measurement Year.
8. Excess Savings:
 - a. For each Measurement Year in which the Energy Unit Savings exceed the Guaranteed Unit Savings, the Excess Savings shall be the value of the difference.
 - b. The total excess Energy Unit Savings for any positive or negative pre-M&V Commencement Date savings (construction period Energy Unit Savings) will be added to the Energy Unit Savings for the first Measurement Year. With respect to any Measurement Year in which Contractor has made a Guarantee Payment to the Customer, the negative energy unit savings will be set to zero for the following Measurement Year.

9. Changes in Factors Affecting Energy Use
 - a. The Customer shall notify Contractor in writing within ten (10) business days of any change in any Factor that affects the Baselines as set forth herein. Contractor will determine the effect that any such change will have on the Base Energy Rates and/or Energy Unit Savings and present to the Customer a written analysis of the effects of the changes. Changes that are long term or permanent will be reflected in a change to the Base Energy Rates. Temporary changes that affect energy use will be calculated and added to or subtracted from the corresponding month's Energy Unit Savings.
 - b. If a change in any of the Factors involved in the Baseline occurs and results in a reduction of Energy Unit Savings, then the Energy Unit Savings to be guaranteed by Contractor will be decreased by the same amount.
10. Customer and Contractor may from time to time desire to make changes to the Project infrastructure for the express purpose of increasing Energy Unit Savings. It is agreed that these changes will only be made with the written consent of both parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this subparagraph without the mutual agreement of the parties, except that if Contractor elects to pay for the cost of any such changes that would not unreasonably interfere with the conduct of Customer's business, and the Customer does not consent to such changes, then the Baseline will be adjusted upward by the amount of savings projected from the changes.
11. During the Energy Unit Savings Term when the effect on savings cannot be accurately determined due to construction or major changes, Projected Energy Unit Savings for the facility will be used for the period of such changes and until the effect of the changes can be determined by Contractor.
12. Contractor has the right to charge the Customer for work required to assess the effect on savings for any large scale changes, including, but not limited to, building additions, new buildings, and new or changed HVAC equipment, that require more than forty (40) hours per year to be spent in calculating their effect on the Energy Unit Savings. Such hours will be billed at current Contractor engineering rates. Current rates for engineering are based at **\$130/hr.** starting in September 2017 and shall be escalated at 4% annually for the years following years guaranteed not to exceed **\$243/hr.** in 2032. Before initiating such work, Contractor will notify the Customer in writing of the intent and cost associated with the work. The Customer will, within 45 days in writing, notify Contractor with permission to proceed or, alternatively at no charge, to stipulate that the Projected Energy Unit Savings for the existing facility in question be used for the purpose of calculating the Energy Unit Savings. If Contractor does not receive written notice within 45 days, the Projected Energy Unit Savings for the existing facility in question will be used as Energy Unit Savings until such time that the Customer approves the work, as long as the scope of the work has not changed.
13. If the Customer fails to notify Contractor of changes in Factors affecting energy use or fails to supply Contractor with requested information that is required for the calculation of saving in a timely manner, Energy Unit Savings for the period will be equal to the Projected Energy Unit Savings for the period. If information for the period in question is supplied at a later date, the Energy Unit Savings will be modified only if the calculated savings for the period exceed the Projected Energy Unit Savings for that period of time.
14. Any changes made by Contractor to the Baselines or Energy Unit Savings calculations, as outlined in this Agreement, shall be presented in writing to the Customer. The Customer shall have 30 days to approve or question the changes in writing. Contractor will work with the Customer to answer any questions or make any necessary corrections. Any changes that are made shall be become Exhibit "G" to this agreement.
15. The Customer agrees that Contractor shall have the right, with or without prior notice, to inspect the facilities to determine if the Customer is in compliance with its obligations as set forth herein. In the event that any inspection discloses that the Customer has failed on the date of the inspection to be in compliance with any items set forth herein, then the Guaranteed Energy Unit Savings shall be

assumed to have been achieved for and with respect to the portion of the Measurement Year during which such failure shall have existed.

Exhibit C Miscellaneous Terms and Conditions

Baseline Conditions is defined as the set of conditions that determined Customer's demand and energy consumption during the 12 month period from January 2016 through December 2016 for non-NEM accounts, and the 12 month period prior to the true up statement for NEM accounts. The Guaranteed Energy Unit Savings are based on consistent utility consumption patterns in the future as compared to the Baseline Conditions, with adjustments made for non-performing devices made operational as per building code requirements.

The Guaranteed Energy Unit Savings set forth in Exhibit “D” are based on the Factors, as they are at the time this Agreement is executed. New facility heating or air conditioning loads and major increases in building occupancy will be adjusted for according to the effect on original criteria.

I. Lighting Retrofit Savings

Power consumption before lighting is retrofitted and afterward shall be measured and the reduction shall be used to represent the actual power savings for each retrofitted fixture. Measurements shall be taken on a sample population of 5% of each fixture type.

Light Energy Unit Savings are stipulated and shall be calculated utilizing the operating/burn time hours specified below:

Location	Building	Room	Burn Hours
City of Oroville	Oroville Municipal Airport	Airport Exterior Canopy	4368
City of Oroville	Oroville Municipal Airport	Airport Interior	2912
City of Oroville	Oroville Municipal Airport	Airport Interior	2912
City of Oroville	Oroville Municipal Airport	Bathroom	520
City of Oroville	Oroville Municipal Airport	Bathroom	1040
City of Oroville	Oroville Municipal Airport	Employee Area	1040
City of Oroville	Oroville Municipal Airport	Office	1040
City of Oroville	Oroville Municipal Airport	Office 2	1040
City of Oroville	Oroville Municipal Airport	Restroom	520
City of Oroville	Oroville Municipal Airport	Women's Restroom	520
City of Oroville	Oroville Municipal Airport	Shop	1040
City of Oroville	Police & Fire	Police Lobby / Office	3640
City of Oroville	Police & Fire	Police Lobby / Office	3640
City of Oroville	Police & Fire	Police File Room	3640
City of Oroville	Police & Fire	Police Dispatch	3640
City of Oroville	Police & Fire	Police Dispatch	2

City of Oroville	Police & Fire	Police Dispatch	2
City of Oroville	Police & Fire	Police Hallway / Stairs	8760
City of Oroville	Police & Fire	Police Offices / Rooms	3640
City of Oroville	Police & Fire	Police Storage x 2 (2 fixtures each)	3640
City of Oroville	Police & Fire	Police Office x 4 (4 fixtures each)	3640
City of Oroville	Police & Fire	Police - women's restroom	3640
City of Oroville	Police & Fire	Police Break Room	3640
City of Oroville	Police & Fire	Police Office	3640
City of Oroville	Police & Fire	Police Office	3640
City of Oroville	Police & Fire	Police Office	3640
City of Oroville	Police & Fire	Police Office Large	3640
City of Oroville	Police & Fire	Police - men's restroom	3640
City of Oroville	Police & Fire	Police Stairs	8760
City of Oroville	Police & Fire	Police Upstairs Meeting Room	3640
City of Oroville	Police & Fire	Police Storage Records	3640
City of Oroville	Police & Fire	police upstairs hallway	8760
City of Oroville	Police & Fire	Police Upstairs Men's Room	3640
City of Oroville	Police & Fire	Police Upstairs Storage at end of Hall	728
City of Oroville	Police & Fire	Police Evidence - Estimate	2184
City of Oroville	Police & Fire	Police Upstairs Women's Room	3640
City of Oroville	Police & Fire	Fire Dept. Training	2184
City of Oroville	Police & Fire	Fire Dept. Training	2184
City of Oroville	Police & Fire	Fire Dept. Stairs	8760
City of Oroville	Police & Fire	Garage	2184
City of Oroville	Police & Fire	Exterior Yard	4368
City of Oroville	Police & Fire	Exterior Yard	4368
City of Oroville	Police & Fire	Exterior Yard	4368
City of Oroville	Police & Fire	Exterior Front	4368
City of Oroville	Police & Fire	Exterior Front	4368
City of Oroville	Police & Fire	Back Garage	2184
City of Oroville	Police & Fire	Shed	2184
City of Oroville	City Hall	2 Lamp 4' T8 Throughout City Hall	2080
City of Oroville	City Hall	3 Lamp 4' T8 Throughout City Hall	2080
City of Oroville	City Hall	3 Lamp 4' T8 City Hall Council Chambers	500
City of Oroville	City Hall	4 Lamp 4' T8 Throughout City Hall	2080

City of Oroville	City Hall	City Hall Lobby	2080
City of Oroville	City Hall	City Hall Corridor Outside Council Chambers	728
City of Oroville	City Hall	City Hall Corridor	2080
City of Oroville	City Hall	City Hall Corridor	2080
City of Oroville	City Hall	City Hall Exterior Wall Packs	4368
City of Oroville	City Hall	City Hall Exterior Canopy Lights	4368
City of Oroville	City Corporation Yard	Sewer Dept. Shop	1800
City of Oroville	City Corporation Yard	Sewer Dept. Office	1800
City of Oroville	City Corporation Yard	Sewer Dept. Break Room	1800
City of Oroville	City Corporation Yard	Sewer Dept. Locker Room	1800
City of Oroville	City Corporation Yard	Sewer Dept. Restroom	2080
City of Oroville	City Corporation Yard	Mechanics Shop	1800
City of Oroville	City Corporation Yard	Mechanics Shop	1800
City of Oroville	City Corporation Yard	Mechanics Shop	1800
City of Oroville	City Corporation Yard	Mechanics Shop - Parts	1800
City of Oroville	City Corporation Yard	Mechanics Shop - Office	1800
City of Oroville	City Corporation Yard	Mechanics Shop - Office	1800
City of Oroville	City Corporation Yard	Corporate Yard Exterior Barn Light	4368
City of Oroville	City Corporation Yard	Corporate Yard Exterior Over Fuel	4368
City of Oroville	City Corporation Yard	Corporate Yard Exterior Fuel Canopy	4368
City of Oroville	City Corporation Yard	Corporate Yard Exterior	4368
City of Oroville	City Corporation Yard	Corporate Yard Exterior - Car Ports	4368
City of Oroville	City Corporation Yard	Corporate Yard Exterior - Car Ports	4368
City of Oroville	City Corporation Yard	Corporate Yard Exterior	4368
City of Oroville	City Corporation Yard	Corporate Yard Exterior	4368
City of Oroville	City Corporation Yard	Parks Dept. Breakroom	1800
City of Oroville	City Corporation Yard	Parks Dept. Office	1800
City of Oroville	City Corporation Yard	Parks Dept. Locker Room	520
City of Oroville	City Corporation Yard	Parks Dept. Locker Room	520
City of Oroville	City Corporation Yard	Parks Dept. Men's	520
City of Oroville	City Corporation Yard	Parks Dept. Women's	520
City of Oroville	City Corporation Yard	Parks Dept. Garage	1800
City of Oroville	Pioneer Museum	Pioneer Museum - display lights	416
City of Oroville	Pioneer Museum	Pioneer Museum - display lights	416
City of Oroville	Pioneer Museum	Pioneer Museum - display lights	416

City of Oroville	Pioneer Museum	Pioneer Museum - display lights	416
City of Oroville	Pioneer Museum	Pioneer Museum - old sconces	416
City of Oroville	Pioneer Museum	Pioneer Museum - chandeliers	416
City of Oroville	Pioneer Museum	Pioneer Museum - Upstairs	416
City of Oroville	Pioneer Museum	Pioneer Museum - Downstairs	100
City of Oroville	Pioneer Museum	Pioneer Museum - Downstairs	100
City of Oroville	Pioneer Museum	Pioneer Museum - Misc	416
City of Oroville	Municipal Auditorium	Municipal Auditorium - Foyer	832
City of Oroville	Municipal Auditorium	Municipal Auditorium - Main	832
City of Oroville	Municipal Auditorium	Municipal Auditorium - Main High Ceiling	832
City of Oroville	Municipal Auditorium	Municipal Auditorium - Throughout	1456
City of Oroville	Municipal Auditorium	Municipal Auditorium - Throughout	832
City of Oroville	Municipal Auditorium	Municipal Auditorium - exterior	4368
City of Oroville	Municipal Auditorium	Municipal Auditorium - exterior	832
City of Oroville	Centennial Cultural Center	Cultural Center - Vacant Space	2
City of Oroville	Centennial Cultural Center	Cultural Center - Vacant Space	2
City of Oroville	Centennial Cultural Center	Cultural Center - Vacant Space	2
City of Oroville	Centennial Cultural Center	Cultural Center - Banquet Room	728
City of Oroville	Centennial Cultural Center	Cultural Center - Banquet Room	728
City of Oroville	Centennial Cultural Center	Cultural Center - Catalyst	2080
City of Oroville	Centennial Cultural Center	Cultural Center - Exterior	4368
City of Oroville	Bolt Antique Tool Museum	Bolt Tool Museum - Throughout	1872
City of Oroville	Lott Home Museum	Lott Home Throughout	520
City of Oroville	Lott Home Museum	Lott Home Throughout	520
City of Oroville	Lott Home Museum	Lott Home Throughout	520
City of Oroville	Lott Home Museum	Lott Home Kitchen	520
City of Oroville	Lott Home Museum	Lott Home Exterior	520
City of Oroville	Lott Home Museum	Lott Home Exterior	520
City of Oroville	Lott Home Museum	Lott Home Exterior	520
City of Oroville	Lott Home Museum	Lott Home Exterior	520
City of Oroville	Lott Home Museum	Lott Home Exterior	520
City of Oroville	Lott Home Museum	Lott Home Exterior	4368
City of Oroville	Chinese Temple	Chinese Museum Tapestry Hall	520
City of Oroville	Chinese Temple	Chinese Museum Tapestry Hall	1248
City of Oroville	Chinese Temple	Chinese Museum Exterior	4368
City of Oroville	Chinese Temple	Chinese Museum Exterior	520

City of Oroville	Chinese Temple	Chinese Museum Exterior	4368
City of Oroville	State Theatre	State Theater - Exterior	4368
City of Oroville	State Theatre	State Theater - Lobby	728
City of Oroville	State Theatre	State Theater - Chandeliers / Vanity	728

The stipulated Energy Unit Savings associated with the Lighting are as follows:

Building	Measure	Energy Savings (kWh/Yr)
City Hall	Lighting Retrofit	17,648
Municipal Auditorium	Lighting Retrofit	4,895
Centennial Cultural Center	Lighting Retrofit	3,917
State Theater	Lighting Retrofit	3,892
City Corporate Yard	Lighting Retrofit	20,506
Chinese Temple Museum	Lighting Retrofit	5,099
Pioneer Museum	Lighting Retrofit	1,819
Lott Home Museum	Lighting Retrofit	2,380
Bolt Antique Tool Museum	Lighting Retrofit	4,245
Public Safety Facility	Lighting Retrofit	45,626
Oroville Municipal Airport	Lighting Retrofit	4,895

II. Street Lighting

Street Lighting power draw shall be measured before each fixture is retrofitted and then after the retrofit. Burn hours will be stipulated at 11 hours per day. Annual energy consumption will be the power draw multiplied by 11 burn hours per day multiplied by 365 days per year. The reduction shall be the difference between the pre and post retrofit annual energy consumption. This reduction will then be used to represent the actual energy savings for each retrofitted fixture. Energy Unit Savings are stipulated and shall be calculated assuming the parameters specified below:

Location	Daily Burn Hours	Energy Savings (kWh/year)
Street Lighting	11	38,408

III. HVAC Savings - Run Times / Conditions

The design space temperatures for heating are 68 to 70 degrees or less; the design space temperatures for cooling are 72 to 74 degrees or more. Where applicable, the control system will be set to achieve the nominal design space temperature for heating or cooling.

Weekly building occupancy hours are as listed below:

City Hall	84
Municipal Auditorium	Varies
Centennial Cultural Center	60
State Theater	Varies
City Corporate Yard	60
Chinese Temple Museum	28
Pioneer Museum	28
Lott Home Museum	84
Bolt Antique Tool Museum	38.5
Public Safety Facility	168
Oroville Municipal Airport	168

Contractor acknowledges that the City of Oroville may have an occasional event or after-hours functions such as board meetings, ball games and auditorium performances and ABM agrees that this will not violate the above Run Times/Conditions.

**Exhibit D
Annual Guaranteed Energy Unit Savings:**

Annual Baseline Energy Use

City of Oroville Baseline – Current Energy Use

Facility	Area (Sq. Ft)	Electric (kwh)	Electric Cost (\$)	Natural Gas (therms)	Gas Cost (\$)
City Hall	5,600	30,707	\$ 9,666.72	2,971	\$ 3,393.86
Municipal Auditorium	7,665	38,880	\$ 12,041.74	969	\$ 1,223.59
Centennial Cultural Center	5,025	24,845	\$ 5,600.70	0	\$ 98.67
State Theater	15,120	99,647	\$ 24,362.76	10,312	\$ 11,717.36
City Corporate Yard	TBD	22,784	\$ 2,183.69	4,768	\$ 5,204.57
Chinese Temple Museum	6,972	30,386	\$ 6,975.32	2,232	\$ 2,695.48
Pioneer Museum	4,232	15,908	\$ 4,615.13	780	\$ 896.17
Lott Home Museum	7,500	12,543	\$ 2,692.02	1,211	\$ 1,229.12
Bolt Antique Tool Museum	4,440	11,799	\$ 2,965.17	796	\$ 1,000.21
Public Safety Facility	8,040	165,891	\$ 33,016.60	3,393	\$ 3,869.97
Oroville Municipal Airport	6,400	22,232	\$ 5,175.20	31	\$ 123.77

E-ECR Generation Credit Rates

Rate Type	Generation Credit / kWh
A1	\$ 0.06704
A10	\$ 0.06885
LS3	\$ 0.06788

Using the above solar generation credit, above annual guaranteed Energy Solar Production, the projected generation credit for year one is \$59,595.

Solar generation credit shall be calculated using the Base Generation Credit Rates or actual Generation Credit Rates, whichever results in greater Solar Generation Credit. Actual Generation Credit Rates will be updated at the end of each Agreement year using Solar Generation Credit rate information for that Agreement Year.

The following pages will demonstrate the example methodology used to calculate the savings for the ECMs implemented at the City of Oroville.

Lighting Retrofit

The existing lighting kW baseline is calculated by counting and recording each individual fixture on a room by room, area by area basis and recording their individual wattage. The existing fixture wattages are then multiplied by the number of fixtures and tabulated to determine the kW connected load. Annual run hours (diversity factor) are applied to each individual fixture to calculate annual kWh consumption. This will serve as the existing baseline for lighting connected load and lighting consumption. After determining a list of proposed ECMs the same calculations are conducted for the proposed lighting. Each proposed upgrade is counted and recorded and each individual retrofit type will be allocated the new wattage to determine the new kW; the annual run hours are applied to determine the new annual kWh consumption.

The total lighting system kW demand savings is calculated by taking the existing system kW demand less the proposed system kW demand. The total kWh savings is also calculated by taking the existing kWh less the proposed kWh. The calculation is represented by the following equation:

$$\text{Total kW Demand Savings} = \sum [\text{Existing kW Demand} - \text{Proposed kW Demand}]$$

$$\text{Total kWh Savings} = \sum [\text{Existing kWh} - \text{Proposed kWh}]$$

The sum total of the lighting savings is the total kWh and kW demand dollar savings.

Total kW Demand Dollars Savings = \sum [kW Demand Savings * kW Utility Rate * 12 Months]

Total kWh Dollars Savings = \sum [kWh Savings * kWh Utility Rate]

HVAC Savings

COOLING EQUIPMENT UPGRADE

Job Name: Oroville

Building: Centennial Cultural Center

OVERVIEW:

The existing DX air conditioning equipment is aging, less efficient than newer equipment currently available, and will be replaced with more efficient equipment on a like-for-like basis. This calculation assumes an average cooling load over the period that the equipment is in operation.

ASSUMPTIONS:

		SYMBOL:
Present cooling energy usage.....	14,087 KWH/yr	A
Electrical demand period.....	0 months	B
Existing cooling equipment EER rating.....	8.9025 MBTU/KWH	C
New cooling equipment EER rating.....	14.4 MBTU/KWH	D
Cooling equipment rated capacity.....	21.0 tons	E
Weekly cooling system operation.....	57 hrs/wk	F
Cooling season length.....	26 wk/yr	G
Avoided cost of electricity.....	\$0.222 /KWH	H
Avoided cost of demand.....	\$0.00 /KW	I
Cooling conversion factor.....	12 MBTU/ton-hr	

UTILITY SAVINGS CALCULATIONS:

Load Factor	=	0.336
Demand Savings	=	10.81 KW
Cooling Savings	=	4,843 KWH/yr
Cost Savings	=	\$1,075 /yr

UTILITY SAVINGS FORMULAS:

$$\text{Load Factor} = \frac{\text{present cooling energy}}{\left(\text{tons} \times \frac{12}{\text{exist EER}} \times \left(\frac{\text{oper.}}{\text{period}} \right) \right)}$$

$$= \frac{A}{\left(E \times \frac{12}{C} \times F \times G \right)} = J$$

$$\text{Demand Savings} = \left(\frac{\text{load}}{\text{factor}} \right) \times \text{tons} \times 12 \times \left[\frac{1}{\text{exist EER}} - \frac{1}{\text{new EER}} \right]$$

$$= J \times E \times 12 \times \left[\frac{1}{C} - \frac{1}{D} \right] = K$$

$$\text{Cooling Savings} = \left(\frac{\text{demand}}{\text{savings}} \right) \times \left(\frac{\text{oper.}}{\text{period}} \right)$$

$$= K \times F \times G = L$$

$$\text{Cost Savings} = \left(\frac{\text{energy}}{\text{savings}} \right) \times \left(\frac{\text{elect.}}{\text{cost}} \right) + \left(\frac{\text{demand}}{\text{savings}} \right) \times \left(\frac{\text{demand}}{\text{cost}} \right) \times \text{months}$$

$$= H \times L + K \times B \times I$$

SCHEDULED START/STOP

Job Name: Oroville

Buildings: Centennial Cultural Center

OVERVIEW

Installation of a building automation system will allow the scheduled starting and stopping of cooling units that are now manually controlled. This reduces the annual energy consumption by allowing the equipment to be off more time than is currently possible, due to manpower limitations at the facility. The calculation assumes that during the periods that the cooling are turned off, there will be a savings in cooling energy associated with the average cooling load for the buildings.

ASSUMPTIONS:

Present operational period.....	<u>57</u> hrs/wk	A
Proposed operational period.....	<u>30</u> hrs/wk	B
Cooling season length.....	<u>33</u> wk/yr	C
Estimated cooling load during shutdown period.....	<u>1.3</u> tons	D
Cooling equipment EER rating.....	<u>14.40</u> MBTU/KWH	E
Building temperature limit diversity factor.....	<u>1.00</u>	F
Avoided cost of electricity.....	<u>\$0.222</u> /KWH	G
Cooling conversion factor	<u>12</u> MBTU/ton-hr	

SYMBOL:

UTILITY SAVINGS CALCULATIONS:

Shutdown Period	=	<input type="text" value="27 hrs/wk"/>
Cooling Savings	=	<input type="text" value="839 KWH/yr"/>
Cost Savings	=	<input type="text" value="\$186 /yr"/>

UTILITY SAVINGS FORMULAS:

$$\text{Shutdown Period} = \left(\text{old} \frac{\text{hrs}}{\text{wk}} \right) - \left(\text{new} \frac{\text{hrs}}{\text{wk}} \right)$$

$$= (A - B) = J$$

$$\text{Cooling Savings} = \left(\frac{\text{shutdown}}{\text{period}} \right) \times \left(\frac{\text{cooling}}{\text{period}} \right) \times \left(\frac{\text{temp. limit}}{\text{diversity}} \right) \times \left[\frac{\left(\frac{\text{avg.}}{\text{tons}} \right) \times 12}{\text{EER}} \right]$$

$$= J \times C \times F \times \left[\frac{D \times 12}{E} \right] = K$$

$$\text{Cost Savings} = \left(\frac{\text{cooling}}{\text{savings}} \right) \times \left(\frac{\text{elect.}}{\text{cost}} \right)$$

$$= K \times H$$

Transformer Retrofit

Existing transformers are replaced for several reasons including failure, poor efficiency, excessive noise and heat, as well as to address approaching end of life expectation to avoid unplanned failures. The following issues were be considered and addressed as part of the transformer retrofit program at the City of Oroville:

- Potential changes to the Arc Flash energy levels
- Inrush currents of the new transformers and impact on upstream breakers and nuisance trips
- Impedance of the new transformers and interrupting capacity of downstream breakers/panels
- Physical constraints – footprint, ventilation clearances, terminal locations and conduit entry points, installation access (delivery to and from dock), etc.
- Code compliance issues that may need to be addressed in light of newer requirements
- Remedial solutions for existing issues such as audible noise levels, hot electrical rooms, etc.
- Performance Verification – measured pre/post losses and load profile

ABM’s team performed a detailed audit, at which time every transformer received a red- tag with a unique number to eliminate any confusion during the evaluation process and installation phase. A Transformer Survey Form was completed for each transformer and photos taken. Data collected on the Survey Form included: Tag Number, Location, Identification, Manufacturer, Model, kVA Size, Primary & Secondary Voltages, Dimensions, Mounting (Floor, Pad, Wall, Hanging, etc.), Temperatures, Replacement Constraints, cooling of the room containing the transformer and Comments. The Survey Forms are compiled into the Transformer Summary spreadsheet that provides a bill of materials (BOM). Additionally, a sample of the existing transformer population was measured using the Cyberhawk EP-300 portable efficiency and power meter. The Cyberhawk portable meter is a high-accuracy efficiency and power meter that enables simultaneous measurement of up to three 3-phase input/output combinations, in a single instrument - which is required in order to quantify losses and efficiency in real time with high precision. The Cyberhawk meter also measures many power quality attributes. The Current Transformers (CTs) used are high-accuracy, and are individually characterized with a power standard to further reduce measurement error. The meters are regularly calibrated and the CTs are regularly characterized to a traceable standard. For the installed transformers, efficiency during Normal Operating Hours and Outside Normal Operating Hours is calculated based on kVA, Percent Loading, and no-load & full-losses.

Exhibit E – Measurement & Verification

Measurement & Verification Plan: Through this plan, the guaranteed savings generated by the installed scope of work will be validated. The M&V methodologies proposed for these ECMs are based on the International Measurement and Verification Protocol (IPMVP). The objective of the plan is to quantify the actual electrical, water and fossil fuel usages and compare those to the specific Baseline Usages, the difference of which is the Verified Savings.

During the term of the Agreement, ABM will make adjustments to energy savings due to changes in the standards and comforts as described in Exhibit C, building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost will be used as a basis for determining the unit cost, with floor and ceiling prices set by baseline rate information, presented herein under Exhibit E.

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. ABM shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

Method A Partially-Measured Project Benefits

Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an improvement measure was applied; separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements in the pre-& post-retrofit installation period.

Partial measurement means that some but not all parameter(s) will be Non-Measured. Careful review of improvement measure design and installation will ensure that Non-Measured values fairly represent the probable actual value. Stipulations will be shown in the M&V Plan along with analysis of the significance of the error they may introduce.

Engineering calculations using short-term pre-& post-retrofit measurements and stipulations: The finding of these pre & post-retrofit measurement calculations of Project Benefits will then be Non-Measured for the life of this Agreement.

Annually, site inspections will be performed to verify equipment type, efficiency, and maintenance procedures.

ECM 3.1: HVAC Controls Upgrades

This ECM upgrades the controls systems for the HVAC units at the City of Oroville. The energy cost reduction is due to reducing cooling load to 25% when buildings are unoccupied, resulting in lower annual run time hours for the HVAC unit. The Measurement and Verification (M&V) methodology to be employed for this ECM is consistent with Option A as described in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP). One time data logging will be performed on the unit representing 100% of savings, pre-installation, to verify operational hours. One time historical trending from the control system will be used to verify post installation operational hours. EER will be based on nameplate data. Operational hours and EER will be input into the Excel spreadsheet calculation and actual savings will be calculated. Savings may be revised to reflect normalizing cooling load and space temperature to the baseline. The savings will be stipulated for the remainder of the term.

ECM 4.1: HVAC Upgrades

This ECM upgrades the split, and package HVAC units at the City of Oroville. The units will be replaced on a like-for-like basis with the same total tonnage. The energy cost reduction is due to improved efficiency of the HVAC units which results in a lower kW/ton or higher EER. The Measurement and Verification (M&V) methodology to be employed for this ECM is consistent with Option A as described in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP). One time pre-and post measurements will be taken of peak power consumption for the largest 20% of units, representing 50% of savings.

Run time hours will be data logged pre-installation and stipulated to remain the same post-installation. Wattage data and run time hours will be input into the Excel spreadsheet calculation and annual savings will be calculated. Savings may be revised to reflect normalizing cooling load and space temperature to the baseline. The savings will be stipulated for the remainder of the term.

ECM 5.1: Energy-Efficient Lighting Upgrades

This ECM upgrades the lighting system at the City of Oroville. Existing lighting fixtures will be upgraded to include LED components. The energy cost reduction is due to lowering the power requirement (kW) and associated kWh of the lighting fixtures using efficient lighting equipment. The Measurement and Verification (M&V) methodology to be employed for this ECM is consistent with Option A as described in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP). One time pre-and post-wattage measurements will be taken from a representative sample of 5% of each fixture type. Burn hours will be data logged pre-installation and stipulated to remain the same post-installation. Wattage and burn hour data will be input into the Excel spreadsheet calculation and actual annual savings will be calculated. The savings will be stipulated for the remainder of the term.

ECM 11.1: Photovoltaic System Installation

This ECM installs a photovoltaic system at the City of Oroville. The energy cost reduction is due to receiving solar generation credit for the kWh produced by the PV system. The Measurement and Verification (M&V) methodology to be employed for this ECM is consistent with Option A as described in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP). One time historical trending will be used to measure total kWh production for year one. Energy production will be input into the Excel spreadsheet calculation and annual savings will be calculated. Savings may be revised to reflect normalizing weather patterns to the baseline. The savings will be stipulated for the remainder of the term.

ECM 12.1: Transformer Upgrades

This ECM upgrades the transformers at the City of Oroville. The units will be replaced on a like-for-like basis with the same total kVA rating. The energy cost reduction is due to improved efficiency of the transformer units which results in lower losses. The Measurement and Verification (M&V) methodology to be employed for this ECM is consistent with Option A as described in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP). One time pre-and post-measurements will be taken of peak power consumption for all three units, representing 100% of savings. Total energy transformed will be taken from utility bills and stipulated for the same post installation. Efficiency and energy transformed will be input into the Excel spreadsheet calculation and annual savings will be calculated. The savings will be stipulated for the remainder of the term.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RUTH WRIGHT, DIRECTOR
FINANCE DEPARTMENT**

**RE: ANNUAL ASSESSMENTS FOR THE CITY’S CONSOLIDATED
BENEFIT ASSESSMENT DISTRICT, ZONES 1-8**

DATE: JULY 18, 2017

SUMMARY

The Council may consider approving the Annual Assessment Report for the Oroville Consolidated Benefit Assessment District for Fiscal Year (FY) 2017/2018.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a Benefit Assessment District. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the storm water infrastructure (manholes, drain pipes, etc.), including storm water retention facilities within the subdivision. The particular Zones within the City’s Consolidated Benefit Assessment District (“CBAD”) are identified below:

ZONE NUMBER AND NAME
Zone 1 – Linkside Place, Phase 1
Zone 2 – Foothill Estates
Zone 3 – Mission Olive Ranch
Zone 4 – Vista Del Oro
Zone 5 – Calle Vista Estates, Unit 2
Zone 6 – Martin Ranch
Zone 7 – Jake Richter Estates
Zone 8 – Acacia Estates

Pursuant to the Benefit Assessment Act of 1982, which authorizes the formation and annual administration of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to tonight’s meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CBAD.

The City Council will consider the following items for all eight Zones within the CBAD:

1. Preliminarily approve the Annual Assessment Report and the proposed levy and collection of assessments for the CBAD for FY 2017/2018.
2. Direct Staff to make any changes or amendments to the Annual Assessment Report as necessary.

The CBAD Annual Assessment Report shows that adequate fund balance, with reserve, exists to carry out the required CBAD maintenance for FY 2017/2018. Therefore, there are no planned CBAD assessments for the FY 2017/2018.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the storm water infrastructure within the CBAD. There are no planned assessments for the Fiscal Year 2017/2018 as adequate fund balance exists to complete the necessary maintenance.

RECOMMENDATION(S)

1. Adopt Resolution No. 8627 - A RESOLUTION OF THE CITY COUNCIL APPROVING THE ANNUAL ASSESSMENT REPORT AND FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2017/2018; and
2. Authorize any necessary budget adjustments to the Annual Assessment Report.

ATTACHMENT(S)

A - Resolution No. 8627

B - 2017/2018 Assessment Summary from the CBAD Annual Assessment Report.

NOTE: In order to reduce copying costs, only the Assessment Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CBAD is available for review in the City Clerk's office.

**CITY OF OROVILLE
RESOLUTION NO. 8627**

A RESOLUTION OF THE CITY COUNCIL APPROVING THE ANNUAL ASSESSMENT REPORT FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2017/2018

WHEREAS, the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the “Benefit Assessment Act of 1982” (the “1982 Act”), Part 1, Division 2, Title 5 of the California Government Code (commencing with Section 54703). Said special maintenance district is known and designated as “The Oroville Consolidated Benefit Assessment District” (the “District”). The District is comprised of several Zones which are identified below:

ZONE NUMBER AND NAME
Zone 1 – Linkside Place, Phase 1
Zone 2 – Foothill Estates
Zone 3 – Mission Olive Ranch
Zone 4 – Vista Del Oro
Zone 5 – Calle Vista Estates, Unit 2
Zone 6 – Martin Ranch
Zone 7 – Jake Richter Estates
Zone 8 – Acacia Estates

WHEREAS, the City Council has retained Harris and Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the “Report”) for the District in accordance with the 1982 Act; and,

WHEREAS, there has now been presented to this City Council the Report as required by the 1982 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

NOW, THEREFORE, the Oroville City Council does resolve as follows:

Section 1 That the above recitals are true and correct.

Section 2 Annual Assessment Report: The Report is accepted.

Section 3 Proposed Improvements: The improvements within the District may include, but are not limited to: drainage control, flood control and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

Section 4 Intention: The CBAD Annual Assessment Report shows that adequate fund balance, with reserve, exists to carry out the required CBAD maintenance for FY 2016/2017. Therefore, there are no planned CBAD assessments for the FY 2017/2018.

Section 5 The City Clerk shall certify to the adoption of this Resolution by the City Council.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 18, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Donald Rust, Acting City Clerk

CBAD 2017/18 ASSESSMENT SUMMARY

Zone Name	Total Assessable Units	Total Assessable Costs	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Linkside Place, Phase 1	65	\$0.00	\$345.58	\$0.00
Zone 2 – Foothill Estates	25	\$0.00	\$401.98	\$0.00
Zone 3 – Mission Olive Ranch	19	\$0.00	\$350.26	\$0.00
Zone 4 – Vista Del Oro	92	\$0.00	\$282.11	\$0.00
Zone 5 – Calle Vista Estates, Unit 2	44	\$0.00	\$208.74	\$0.00
Zone 6 – Martin Ranch	0	\$0.00	\$0.00	\$0.00
Zone 7 – Jake Richter	8	\$0.00	\$298.74	\$0.00
Zone 8 – Acacia Estates	0	\$0.00	\$208.40	\$0.00
TOTALS:	253	\$0.00		

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RUTH WRIGHT, DIRECTOR
FINANCE DEPARTMENT**

**RE: ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED
LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT
DISTRICT, ZONES 1-17**

DATE: JULY 18, 2017

SUMMARY

The Council may consider initiating proceedings, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 1-17, for Fiscal Year 2017/2018.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a landscape and lighting maintenance assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the landscaped areas dedicated to the City and for the cost of maintaining the City-owned street lights within the subdivision. The particular Zones within the City's Consolidated Landscape and Lighting Maintenance Assessment District ("CLLMAD") are identified below:

ZONE NUMBER AND NAME
Zone 1 – Grandview Estates
Zone 2 – The Buttes
Zone 3 – Deer Creek Estates, Phase 1
Zone 4 – Calle Vista Estates, Unit 1
Zone 5 – Cherokee Estates, Phase 1
Zone 6 – Sherwood Estates, Units 1 & 2
Zone 7 – Grayhawk
Zone 8 – Cherokee Estates, Phase 2
Zone 9 – Linkside Place, Phase 1
Zone 10 – Foothill Estates
Zone 11 – Mission Olive Ranch
Zone 12 – Vista Del Oro

Zone 13 – Calle Vista Estates, Unit 2
Zone 14 – Martin Ranch
Zone 15 – Jake Richter Estates
Zone 16 – Acacia Estates
Zone 17 – Feather River Bluffs

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual administration of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to tonight’s meeting. The purpose of the Report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

The City Council will consider the following items for all seventeen Zones within the CLLMAD:

1. Preliminarily approve the Annual Assessment Report and the proposed levy and collection of assessments for the CLLMAD for Fiscal Year 2017/2018.
2. Direct staff to make any changes or amendments to the report as necessary.
3. Approve the Resolution of Intent which sets the date for a public hearing for the August 1, 2016 City Council meeting. At that time, the City Council will conduct a public hearing on these matters and may confirm the Annual Levy Report and Assessments.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the landscape and lighting improvements within the CLLMAD. Total assessments = \$15,520.04.

RECOMMENDATION(S)

1. Adopt Resolution No. 8628 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2017/2018; and
2. Authorize any necessary budget adjustments to the Annual Assessment Report.

ATTACHMENT(S)

A - Resolution No. 8628

B - 2017/2018 Assessment Summary from the CLLMAD Annual Assessment Report.

NOTE: In order to reduce copying costs, only the Assessment Summary of the Annual Assessment Report is attached to this staff report. The full Annual Assessment Report for the CLLMAD is available for review in the City Clerk's office.

**CITY OF OROVILLE
RESOLUTION NO. 8628**

A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2017/2018

WHEREAS, the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is known and designated as "The Oroville Consolidated Landscape and Lighting Maintenance Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

ZONE NUMBER AND NAME
Zone 1 – Grandview Estates
Zone 2 – The Buttes
Zone 3 – Deer Creek Estates, Phase 1
Zone 4 – Calle Vista Estates, Unit 1
Zone 5 – Cherokee Estates, Phase 1
Zone 6 – Sherwood Estates, Units 1 & 2
Zone 7 – Grayhawk
Zone 8 – Cherokee Estates, Phase 2
Zone 9 – Linkside Place, Phase 1
Zone 10 – Foothill Estates
Zone 11 – Mission Olive Ranch
Zone 12 – Vista Del Oro
Zone 13 – Calle Vista Estates, Unit 2
Zone 14 – Martin Ranch
Zone 15 – Jake Richter Estates
Zone 16 – Acacia Estates
Zone 17 – Feather River Bluffs

WHEREAS, the City Council has retained Harris and Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the "Report") for the District in accordance with the 1972 Act; and,

WHEREAS, there has now been presented to this City Council the Report as required by the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

NOW, THEREFORE, the Oroville City Council does resolve as follows:

Section 1 That the above recitals are true and correct.

Section 2 Annual Assessment Report: The City hereby orders Special District Services, Inc. to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2017 and ending June 30, 2018 in accordance with *Chapter 3, Section 22622* of the 1972 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel.

Section 3 Proposed Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

Section 4 Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1972 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.

Section 5 Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Chapter 3, Section 22626 of the 1972 Act.

Section 6 Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a

description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.

Section 7 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday, August 1, 2017 at approximately 6:30 p.m. at the City Council Chambers, located at 1735 Montgomery Street, Oroville.

Section 8 The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 18, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Donald Rust, Acting City Clerk

CLLMAD 2017/18 ASSESSMENT SUMMARY

Zone Name	Total Assessable Units	Total Assessable Costs	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Grandview Estates	21	\$1,617.00	\$238.10	\$77.00
Zone 2 – The Buttes	58	\$3,360.52	\$122.96	\$57.94
Zone 3 – Deer Creek Estates, Phase 1	72	\$2,168.64	\$30.12	\$30.12
Zone 4 – Calle Vista Estates, Phase 1	70	\$995.40	\$76.11	\$14.22
Zone 5 – Cherokee Estates, Phase 1	12	\$948.96	\$79.08	\$79.08
Zone 6 – Sherwood Estates, Units 1 & 2	49	\$2,058.00	\$42.00	\$42.00
Zone 7 – Grayhawk	30	\$886.20	\$197.63	\$29.54
Zone 8 – Cherokee Estates, Phase 2	20	\$0.00	\$437.67	\$0.00
Zone 9 – Linkside Place, Phase 1	65	\$832.00	\$455.42	\$12.80
Zone 10 – Foothill Estates	25	\$0.00	\$674.58	\$0.00
Zone 11 – Mission Olive Ranch	19	\$3,048.36	\$506.13	\$160.44
Zone 12 – Vista Del Oro	92	\$0.00	\$198.72	\$37.14
Zone 13 – Calle Vista Estates, Unit 2	44	\$1,117.60	\$276.68	\$25.40
Zone 14 – Martin Ranch	0	\$0.00	\$0.00	\$0.00
Zone 15 – Jake Richter	8	\$860.64	\$295.53	\$107.58
Zone 16 – Feather River Bluffs	0	\$0.00	\$50.41	\$0.00
Zone 17 – Acacia Estates	0	\$0.00	\$95.33	\$0.00
TOTALS:	585	\$17,893.32		

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE AND BUSINESS ASSISTANCE
COORDINATOR (530) 538-4307**

**RE: OROVILLE ECONOMIC ALLIANCE ANNUAL BBQ RECYCLING
DEVELOPMENT ZONE BOOTH SPONSORSHIP**

DATE: July 18, 2017

SUMMARY

The Council may consider sponsoring an Oroville Recycling Development Zone (RMDZ) booth at the Oroville Economic Alliance Annual BBQ, in the amount of \$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 Oroville Economic Development Corporation (ODECO), now OEA, BBQ through the Oroville RMDZ for many years. This request is to use \$500 from an Oroville City Council approved Zone Incentive Funds (ZIF) grant for a RMDZ marketing and outreach booth at the OEA BBQ. No General Fund money will be used.

The OEA BBQ is being held on Thursday evening, September 21, 2017, at Riffles Resort. The City's RMDZ Zone Administrator will staff the booth and provide handouts and information on the benefits of the RMDZ and the state mandated requirements of the Mandatory Commercial Recycling law, AB 341 and the new organics recycling law, AB 1826. Outreach of this type is required in order to retain the RMDZ and to meet the business outreach requirements of the annual CalRecycle Electric Annual Report (EAR).

The key advantages of the booth sponsor are:

- The opportunity to participate in a local business event
- Recognized support of the Oroville Economic Alliance
- Recognition in the event marketing materials and literature
- Recognition on the registration website
- Outreach opportunity to over 200 attendees – bankers, government officials,

- business people
- Media and newspaper coverage
- Supporting economic development efforts
- The Oroville RMDZ banner will be displayed on the booth/table
- The RMDZ will receive two complimentary tickets

FISCAL IMPACT

The \$500 for booth level sponsorship is available in the Reimbursable ZIF grant that was originally \$13,500. The grant has \$11,250 remaining available. CalRecycle has approved this \$500 expenditure and the City will be reimbursed when the event is completed.

Recycling Fund 113-6360-5051 \$500 (remaining balance \$11,250).

RECOMMENDATION

Provide direction, as necessary.

ATTACHMENTS

- A - OEA Event Flyers
- B - Picture of the 2016 RMDZ Booth/Table

2017 ANNUAL BBQ SPONSORSHIP APPLICATION

ANNUAL BBQ

Thursday, September 21, 2017

LOCATION

Riffles Resort
4488 Pacific Heights Road
Oroville, CA 95965

CONTACT INFORMATION

Name: Oroville Recycling Market Development Zone
Company: City of Oroville
Address: 1735 Montgomery Street
City: Oroville State: CA Zip: 95965
Phone: 530-538-4307
Email: rtarley@cityoforoville.org

HOW WOULD YOU LIKE TO BE LISTED ON MATERIALS AND SIGNAGE?

Yes

PAYMENT INFORMATION

Payment Amount: \$ 500.00

Payment Method: (circle one)

Card Cash Check (Check # _____)

Please make checks payable to Oroville Economic Alliance

Presenting Sponsor

\$5,000
(Limit One)

Supporting Sponsor

\$3,500

Connecting Sponsor

\$2,500

Giving Sponsor

\$1,000

Booth Sponsor

\$500



OROVILLE
ECONOMIC ALLIANCE
californiabusinessoasis.com

OROVILLE ECONOMIC ALLIANCE 2017 ANNUAL BBQ

SPONSORSHIP OPPORTUNITIES

DELIVERABLES	PRESENTING (Limit One) \$5,000	SUPPORTING \$3,500	CONNECTING \$2,500	GIVING \$1,000	BOOTH \$500
Podium Opportunity	●				
Exclusive "Presented By" Status	●				
Recognition on Event Signage	● Logo	● Logo	● Name		
Recognition on Promotional Materials	● Logo	● Logo	● Logo	● Name	
Brand Recognition on Event Webpage	● Logo	● Logo	● Logo	● Name	
Reserved Table	●	●	\$60	\$120	\$180
Tickets to Event	8	8	6	4	2
Event Program Advertisements	● Cover	● Full Page	● 1/2 Page	● 1/4 Page	● Listing
Booth Opportunity	●	●	●	●	●

Custom Sponsorships Also Available, Call 530-538-2542 for more information
All Sponsorships are Tax Deductible

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Please contact Wilma Compton, Event Manager
Oroville Area Chamber of Commerce
1789 Montgomery Street • Oroville, CA 95965
(530) 538-2542 or wcompton@orovillechamber.com

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OEABBBQ

THURSDAY, SEPTEMBER 21, 2017 @ 5:30 PM

Held at Rifles Resort
4488 Pacific Heights Rd., Oroville
Register Online at orovillechamber.com/OEABBBQ
Questions? Contact Wilma Compton
wcompton@orovillechamber.com
530-538-2542

Tax Deductible Sponsorships Available

Oroville Recycling Market Development Zone "RMDZ"



Learn about a number
of resources for starting,
growing, financing, expanding
or relocating your business
www.calrecycle.ca.gov/RMDZ

CITY OF OROVILLE



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www.cityoforoville.org

Is Your Business or Multi-Family Complex in Compliance with AB 341 The Mandatory Commercial Recycling Law? We have information for you!

RMDZ

MILITARY HISTORY SHORE

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: HIGHLAND APARTMENT PARKING LOT REPAIRS DUE TO TRAFFIC
BYPASSING THROUGH DURING TABLE MOUNTAIN ROUNDABOUT
CLOSURE**

DATE: JULY 18, 2017

SUMMARY

The Council may consider approving City staff to perform repairs of the Highland Apartment Parking Lot due to impacts from the Table Mountain Roundabout Construction.

DISCUSSION

During the closure of the Nelson Ave, Table Mountain Blvd, and Cherokee Road intersection for the construction of the roundabout, traffic would bypass the work zone by passing through the parking lot of the apartments to get between Table Mountain Blvd and Cherokee Road. This caused additional wear on the parking lot and combined with the wet weather of 2016-2017 winter led to the formation of several potholes that were periodically filled by City Public Works Staff. The pothole patches were not permanent fixes and damaged pavement remains.

Staff notes that upon inspection of the impacted areas that the apartment parking lot has an inherent drainage issue in the central parking lot area near the canopies and that the pavement repairs will not resolve this issue. Water will continue to pond in this area and cause accelerated degradation of the asphalt concrete. This is a pre-existing condition not caused by through traffic impacts to the parking lot. Note that re-grading of the parking lot is not a part of this work.

FISCAL IMPACT

Reference construction cost estimate (if bid to contractor)	Total
Engineer's Estimate	\$23,000

We anticipate costs may be less by accomplishing the work with City Public Works Staff thus reducing the labor and overhead cost associated with hiring a contractor.

RECOMMENDATIONS

Approve project approach and costs and direct staff to begin work to procure materials and repair.

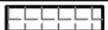
ATTACHMENTS

- A – Highland Apartments Driveway Repair Exhibit
- B – Engineer’s Opinion of Probable Construction Cost

Plot Date: July 12, 2017 - 11:35 am
File Name: P:\Proj\17601A-Croville-Special Assignment\A07 - Highland Apartment Parking Lot\17601A - Drive Exhibit.dwg



LEGEND:

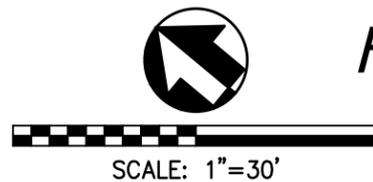
 3" AC GRIND AND OVERLAY

 SAWCUT

TYPE OF WORK BEING DONE:

1. SAW CUTTING AC TO ACQUIRE STRAIGHT EDGES
2. GRINDING/REMOVING EXISTING AC (ASSUME 3" THICKNESS ON AC)
3. REMOVE EXISTING SPEED BUMP AND INSTALL NEW SPEED BUMP 15' BEHIND SIDEWALK ON CHEROKEE STREET ENTRANCE.
4. PAVE AREAS SHOWN ON EXHIBIT WITH 3" OF AC
5. SLURRY SEAL 2' BEYOND THE SAW CUT LIMIT TO SEAL NEW PAVEMENT

JULY 2017



HIGHLAND APARTMENT DRIVEWAY REPAIR EXHIBIT

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION

CONSTRUCTION COST ESTIMATE



Project Name: Highland Appartment Driveway Repair Exhibit				Project No: 17-601A-07	
Location City of Oroville				Client Project No.	
				Client Name City of Oroville	
QTY. ORIGINATOR Jorge Renteria		DATE 07/11/17	QTY. CHECKER Jorge Renteria		DATE 07/11/17
			PRICED BY Jorge Renteria		DATE 07/12/17

Item No.	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
1	TRAFFIC CONTROL SYSTEM	1	LS	\$2,000.00	\$2,000.00
2	COLD PLANE ASPHALT CONCRETE PAVEMENT	360	SQYD	\$10.00	\$3,600.00
3	SLURRY SEAL	410	SQYD	\$6.00	\$2,460.00
4	HOT MIX ASPHALT (TYPE A, 3/4")	70	TON	\$120.00	\$8,400.00
5	SPEED BUMP	1	EACH	\$2,000.00	\$2,000.00
6	MOBILIZATION	1	LS	\$1,850.00	\$1,850.00

Subtotal =	\$20,310.00
Contingency @ 10% =	\$2,031.00
Grand Total =	\$22,341.00
For Budget Purposes =	\$23,000.00

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

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS TO
PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE
PROPERTIES LOCATED AT 730 AND 750 MONTGOMERY STREET**

DATE: JULY 18, 2017

SUMMARY

The Council may consider a proposal from SCS Engineers to provide Environmental Consulting Services for the properties located at 730 and 750 Montgomery Street.

BACKGROUND

750 Montgomery Street is owned by the City and was formerly occupied by Mid Counties Oil, but is now vacant. The southern half of the rectangular property includes an office on the Montgomery Street frontage, a wooden warehouse and loading dock structure, and a concrete paved area adjacent to the warehouse. The northern half of the property is unpaved, with weeds and grasses covering much of the ground surface. 730 Montgomery Street is owned by Sarah and Michael Britton and occupied by their business, Modern Dry Cleaners. A history of the properties is as follows:

- 750 Montgomery St was used from at least 1949 by Tidewater Oil, Associated Oil and Mid-Counties Oil to store and distribute fuel (gasoline, diesel, weed killer, other petroleum-based products, and potentially solvents). Aerial photographs and Sanborn Fire Insurance maps depict numerous upright fuel storage tanks primarily in the northern portion of the property.
- Prior to 1949, 750 Montgomery St operated as a machine and welding shop beginning in approximately 1902.
- In December 1966, an unknown amount of petroleum product was released that resulted in a fire; in July 1998, an explosion occurred during welding operations, which also resulted in a fire.
- The Regional Water Quality Control Board (RWQCB) issued a Notice of Violation to Mid-Counties Oil and requested secondary containment for Aboveground Storage Tanks (ASTs), storage statements, a Spill Prevention, Control and

Countermeasure Plan, and a subsurface investigation.

- Investigation and remediation activities performed in 2002 resulted in removal and disposal of 84 tons of hydrocarbon-affected soil from the area of the former aboveground tanks. A Brown and Caldwell report indicated that hydrocarbon-impacted groundwater was not detected – it is unclear whether groundwater was analyzed for the full range of volatile organic compounds (VOCs) including solvents.
- The RWQCB issued case closure in 2004.
- 730 Montgomery St was reportedly a dry-cleaning facility since prior to 1949. The Modern Dry Cleaners website indicates they have operated at the property since 1948, using a petroleum-based solvent (Stoddard solvent) for spot cleaning.
- SCS reviewed the Material Safety Data Sheets (MSDS, now referred to as Safety Data Sheets or SDS) and found the primary materials used as part of the property to be Stoddard solvent and non-VOC containing. One SDS for a spot cleaning agent contained tetrachloroethylene (PCE).
- In 1990, an Underground Storage Tank (UST) was removed from the rear (northern portion) of 730 Montgomery St (exterior to the existing building).
- Laboratory analytical results for soil from beneath the UST did not yield Stoddard solvent at a concentration in excess of the laboratory method detection limit of 1 microgram per gram ($\mu\text{g/g}$, equivalent to parts per million or ppm).
- The City contracted a subsurface investigation of shallow groundwater in the alleyway exterior to and north of the 730 Montgomery St in 2006 as part of their due diligence prior to acquisition of the alleyway property. A groundwater grab sample from location SB-1 yielded total petroleum hydrocarbons as diesel (TPHd) at 140 micrograms per liter ($\mu\text{g/L}$), PCE at 7.5 $\mu\text{g/L}$ and trichloroethylene (TCE) at 1.2 $\mu\text{g/L}$. Drummed soil generated during the soil boring advancement did not yield VOCs at or above the corresponding reporting limit of 5 micrograms per kilogram ($\mu\text{g/kg}$).

DISCUSSION

The lack of VOC- or petroleum-impacted soil at the soil boring location, the lack of additional soil data from 730 Montgomery St, and the lack of VOC analysis for soil and groundwater samples collected from 750 Montgomery St result in a question as to the source of PCE and TCE in groundwater at location SB-1. SCS therefore recommends a shallow soil vapor survey to better assess the potential presence and distribution of VOCs, namely PCE and TCE, in the vicinity of the 730 and 750 Montgomery St.

To assist the City in addressing environmental concerns at both sites, SCS proposes to perform the following tasks:

- Task 1 – Site Cleanup Subaccount Program Grant Pre-Application;
- Task 2 – Limited Subsurface Assessment; and,
- Task 3 - Summary Report Preparation.

These tasks are the result of discussions with City staff, Mr. Mike Britton, owner of the 730 Site, and Mr. Jason Schroeder and Ms. Katherine Burger of the RWQCB. A brief description of each proposed task is as follows:

Task 1 – Site Cleanup Subaccount Program (SCAP) Grant Pre-Application

SCS will prepare and submit a grant pre-application to the SCAP. This involves reviewing regulatory agency documentation for 750 Montgomery St and working with the SCAP program staff to address application questions. If the State reviewers require additional information (i.e. to go beyond a “pre-application” into a final application stage), SCS will notify the City and request pre-approval before conducting that work. The Grant, if awarded, may occur after work has begun, particularly if the Water Board has issued a directive to begin work within a specified period.

Task 2 – Limited Subsurface Assessment

Once the parties agree to the Work Scope and upon authorization, SCS will perform a Limited Subsurface Assessment consisting of the following activities:

- 1) Prepare a Work Plan, including a Health and Safety Plan (**Attachment B**);
- 2) Obtain boring permits as needed from Butte County Department of Environmental Health;
- 3) Obtain access to 730 Montgomery St through execution of an Access Agreement (**Attachment C**);
- 4) Clear proposed soil vapor probe locations of utilities and subsurface obstructions using a private utility locating service and by contacting Underground Service Alert (USA);
- 5) Core drill through concrete slab-covered locations;
- 6) Clear access to the subsurface in building interior locations at 750 Montgomery St;
- 7) Perform a soil vapor survey, contracting a C57-licensed driller (TEG) to advance hydraulically driven probes at an estimated ten locations. The proposed survey includes six probe locations at 750 Montgomery St and four probe locations on at 730 Montgomery St.
- 8) Analyze the collected soil vapor samples for VOCs and TPHg using a mobile laboratory operated by TEG;
- 9) Prepare a Summary Report describing the Soil Vapor Survey results, and providing recommendations for further assessment or no further action, as warranted by the investigation results.

Task 3 – Summary Report Preparation

Upon completing each of the foregoing tasks, SCS will prepare a Summary Report documenting those activities. The Summary Report will be submitted in draft for review, followed by revisions according to comments and submittal of final draft. An SCS California-registered professional geologist or engineer will review and stamp the final Summary Report.

The Summary Report will describe the methods used in performing each task and will compare the analytical results with criteria for protection of vapor migration into indoor air, assuming commercial land use. In the event soil and/or groundwater samples are collected for analysis, SCS will compare the results with Environmental Screening Level (ESL) values for commercial land use.

FISCAL IMPACT

SCS offers to perform the scope of work generally described herein on a fixed fee basis amount of **\$16,500**. Additional work outside the scope of the proposal (**Attachment A**), if requested, will be conducted on a time and materials basis in accordance with SCS's fee schedule. City would be invoiced monthly until completion of the project. Funds would be paid through the RDA Bond Proceeds, which hold a remaining balance of \$3,400,000.

RECOMMENDATION

Adopt Resolution No. 8629 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE PROPERTIES LOCATED AT 730 AND 750 MONTGOMERY STREET – (Agreement No. 3226)

ATTACHMENTS

- A – Proposal
- B – Site Plan – Soil Vapor Investigation
- C – Health and Safety Plan
- D – Site Access Agreement
- E – Resolution No. 8629
- F – Agreement No. 3226

SCS ENGINEERS

June 28, 2017

Proposal No. 010668217

Mr. Donald Rust
Director, Community Development Department
1735 Montgomery Street
Oroville, California 95965

via email: rustdl@cityoforoville.org

Subject: Proposal for Environmental Consulting Services, Limited Site Assessment and Funding Application, 730 and 750 Montgomery Street, Oroville, California

Dear Mr. Rust:

SCS Engineers (SCS) presents this Proposal to the City of Oroville to provide Environmental Consulting Services for the properties located at 730 and 750 Montgomery Street in Oroville, California, respectively referred to as the 730 Site and the 750 Site. We have prepared this Proposal following discussions with representatives of the City of Oroville (the City, owners of the 750 Site) and with Mr. Mike Britton, owner of the 730 Site.

BACKGROUND

The 750 Site was formerly occupied by Mid Counties Oil, but is now vacant. The southern half of the rectangular property includes an office on the Montgomery Street frontage, a wooden warehouse and loading dock structure, and a concrete paved area adjacent to the warehouse. The northern half of the 750 Site is unpaved, with weeds and grasses covering much of the ground surface.

The 730 Site is occupied by Modern Dry Cleaners, who have reportedly operated at the facility since 1948.

Our review of documents provided by the City indicates the following:

- The 750 Site was used from at least 1949 by Tidewater Oil, Associated Oil and Mid-Counties Oil to store and distribute fuel (gasoline, diesel, weed killer, other petroleum-based products, and potentially solvents). Aerial photographs and Sanborn Fire Insurance maps depict numerous upright fuel storage tanks primarily in the northern portion of the property.
- Prior to 1949 the 750 Site operated as a machine and welding shop beginning in approximately 1902.
- In December 1966, an unknown amount of petroleum product was released that resulted
- in a fire; in July 1998, an explosion occurred during welding operations, which also resulted in a fire.
- The Regional Water Quality Control Board (RWQCB) issued a Notice of Violation to Mid-Counties Oil and requested secondary containment for ASTs, storage statements, a Spill Prevention, Control and Countermeasure Plan, and a subsurface investigation.
- Investigation and remediation activities performed in 2002 resulted in removal and



disposal of 84 tons of hydrocarbon-affected soil from the area of the area of former aboveground tanks. The Brown and Caldwell report indicated that hydrocarbon-impacted groundwater was not detected – it is unclear whether groundwater was analyzed for the full range of volatile organic compounds (VOCs) including solvents.

- The RWQCB issued case closure in 2004.
- The 730 Site was reportedly a dry cleaning facility since prior to 1949. The Modern Dry Cleaners website indicates they have operated at the property since 1948, using a petroleum-based solvent (Stoddard solvent).
- SCS reviewed the Material Safety Data Sheets (MSDS, now referred to as Safety Data Sheets or SDS) and found the primary materials used as part of the property to be Stoddard solvent and non-VOC containing. One SDS for a spot cleaning agent contained tetrachloroethylene (PCE).
- In 1990, an underground storage tank was removed from the rear (northern portion) of the 730 Site (exterior to the existing building).
- Laboratory analytical results for soil from beneath the UST did not yield Stoddard solvent at a concentration in excess of the laboratory method detection limit of 1 microgram per gram ($\mu\text{g/g}$, equivalent to parts per million or ppm).
- The City contracted a subsurface investigation of shallow groundwater in the alleyway exterior to and north of the 730 Site in 2006 as part of their due diligence prior to acquisition of the alleyway property. A groundwater grab sample from location SB-1 yielded total petroleum hydrocarbons as diesel (TPHd) at 140 micrograms per liter ($\mu\text{g/L}$), PCE at 7.5 $\mu\text{g/L}$ and trichloroethylene (TCE) at 1.2 $\mu\text{g/L}$. Drummed soil generated during the soil boring advancement did not yield VOCs at or above the corresponding reporting limit of 5 micrograms per kilogram ($\mu\text{g/kg}$).

The lack of VOC- or petroleum-impacted soil at the soil boring location, the lack of additional soil data from the nearby 730 Site, and the lack of VOC analysis for soil and groundwater samples collected from the 750 Site result in a question as to the source of PCE and TCE in groundwater at location SB-1. SCS therefore recommends a shallow soil vapor survey to better assess the potential presence and distribution of VOCs, namely PCE and TCE, in the vicinity of the 730 and 750 Sites.

PROPOSED WORK SCOPE

To assist you in addressing environmental concerns at the Site, SCS proposes to perform the following tasks:

- Task 1 – Site Cleanup Subaccount Program Grant Pre-Application;
- Task 2 – Limited Subsurface Assessment; and,
- Task 3 - Summary Report Preparation.

These tasks are the result of discussions with you, Mr. Mike Britton, owner of the 730 Site, and Mr. Jason Schroeder and Ms. Katherine Burger of the Regional Water Quality Control Board (Water Board). Please find a brief description of each proposed task below.

Task 1 – Site Cleanup Subaccount Program (SCAP) Grant Pre-Application

SCS will prepare and submit a grant pre-application to the SCAP. This involves reviewing regulatory agency documentation for the 750 Site and working with the SCAP program staff to address application questions. Note that SCS will need certain information from the City in order to prepare and submit the application. We have requested access to Water Board files to use in preparing the application for the 750 Site.

If the State reviewers require additional information after that time (i.e. to go beyond a “pre-application” into a final application stage), we will notify you and request pre-approval before conducting that work. The Grant, if awarded, may occur after work has begun, particularly if the Water Board has issued a directive to begin work within a specified period. SCS will make every effort to meet SCAP Grant requirements for project budgets and billings. There may be some amount of incurred cost that does not meet SCAP Grant criteria and SCS would look to the City for reimbursement of those costs.

Task 2 – Limited Subsurface Assessment

Once the Parties agree to the Work Scope and upon authorization, SCS will perform a Limited Subsurface Assessment consisting of the following activities:

- 1) Prepare a Work Plan, including a Health and Safety Plan (HASP – see attached draft) for review by all Parties;
- 2) Obtain boring permits as needed from Butte County Department of Environmental Health (BCDEH);
- 3) Obtain access to the 730 Site through execution of an Access Agreement (see example attached to this Proposal);
- 4) Clear proposed soil vapor probe locations of utilities and subsurface obstructions using a private utility locating service and by contacting Underground Service Alert (USA);
- 5) Core drill through concrete slab-covered locations;
- 6) Clear access to the subsurface in building interior locations on the 750 Site;
- 7) Perform a soil vapor survey, contracting a C57-licensed driller (TEG) to advance hydraulically driven probes at an estimated ten locations. The proposed survey includes six probe locations on the 750 Site and four probe locations on the 730 Site.
- 8) Analyze the collected soil vapor samples for VOCs and TPHg using a mobile laboratory operated by TEG;
- 9) Prepare a Summary Report describing the Soil Vapor Survey results, and providing recommendations for further assessment or no further action, as warranted by the investigation results.

A brief discussion of the Work Plan preparation, field activities, and Summary Report preparation are as follows.

Work Plan Preparation

SCS would first prepare a Work Plan in draft form for review, modified according to comments from the Parties, and then submitted to the Water Board for their approval. The Work Plan would include a more detailed description of the soil vapor sample collection and analysis process. The Work Plan would also include a HASP and soil vapor probe permit applications.

SCS would also confirm 730 Site access with Mr. Britton, memorialized in an access agreement, and clear the proposed soil vapor probe location of utilities by contacting USA at least 72 hours in advance of drilling, and retaining a private utility locator to identify potential subsurface obstructions near the proposed soil vapor probe locations.

Soil Vapor Survey

Following the utility clearances TEG will advance soil vapor sample probes, each to a depth of 5 feet bgs near former AST locations and beneath the warehouse building at the 750 Site, and near the former UST, beneath the existing dry cleaning facility and in the alley north of the 730 Site. TEG will collect and analyze vapor samples from each point, using State of California certified on-Site mobile laboratory for analysis of VOCs by EPA Method 8260 and atmospheric gases.

We anticipate initially advancing approximately ten soil vapor probes followed by selection of additional “step-out” locations as needed using the collected data to identify areas of elevated VOC concentrations in soil vapor. The soil vapor survey will be performed to provide a better understanding of the presence and extent of VOCs in soil vapor at and near both the 730 Site and the 750 Site.

For the purposes of this Proposal, we have assumed a one-day soil vapor survey. Additional sampling may be performed to evaluate shallow soil vapor, soil, and/or groundwater conditions in the event the soil vapor survey reveals residual VOCs in the subsurface and collection and analysis of soil vapor samples for VOCs. The number of points and samples will be subject to access and drilling conditions, and an on-Site location and power supply are assumed for TEG’s mobile laboratory operations.

Soil and Grab Groundwater Sample Collection and Analysis

As an optional task, if warranted by the soil vapor data (locations of elevated soil vapor VOC readings) and if agreed upon by the Parties, SCS may direct TEG to also collect shallow soil and/or grab groundwater samples for analysis of VOCs to further assess the nature and extent of VOC impact. For the purposes of this Proposal we have assumed advancing three soil borings, followed by collection and analysis of three soil and three grab water samples for VOCs by EPA Method 8260.

Task 3 – Summary Report Preparation

Upon completing each of the foregoing tasks, SCS will prepare a Summary Report documenting those activities. The Summary Report will be submitted in draft for review by the Parties, followed by revision according to comments and submittal in final. An SCS California-registered professional geologist or engineer will review and stamp the final Summary Report.

The Summary Report describes the methods used in performing each task and will compare the analytical results with criteria for protection of vapor migration into indoor air, assuming commercial land use. In the event soil and/or groundwater samples are collected for analysis, we will compare the results with Environmental Screening Level (ESL) values for commercial land use.

PROJECT SCHEDULE

Description	Duration/Cumulative Time
Task 1 – SCAP Fund Pre-Application	One Week/One Week
Task 2 – Work Plan and Limited Site Assessment	Two Weeks/Three Weeks
Task 3 - Summary Report Preparation	Two Weeks/Seven Weeks*

(* - Assumes two weeks for confirmation laboratory report)

BUDGET, ASSUMPTIONS, AND LIMITATIONS

As summarized below, SCS offers to perform the scope of work described above on a fixed fee basis amount of **\$16,500**. Work conducted within the scope of work of this Proposal, and additional work, if performed, will be conducted in accordance with the Terms and Conditions of the attached Consulting Agreement. Additional work outside the scope of this Proposal, if requested, will be conducted on a time and materials basis in accordance with our attached Fee Schedule. Client will be invoiced monthly until completion of the project.

This Proposal is valid for a period of 60 days from the date of submittal. Our fixed fee budget for the project is as follows:

Task 1 – SCAP Fund Pre-Application	
<i>Application preparation, discussions with State Board</i>	\$1,500
Task 2 – Work Plan and Limited Site Assessment	
<i>Work Plan</i>	\$2,000
<i>Soil Vapor Survey</i>	\$9,000
<i>Soil and Grab Groundwater Sampling (optional)</i>	\$8,000
Task 3 - Summary Report Preparation	\$4,000

Total Estimated Budget (excluding optional sampling).....\$16,500

Our price to perform the proposed scope of work is based on the following assumptions:

- 1) This Proposal includes the SCS field labor and subcontractor services necessary to:
 - a. Perform a one-day soil vapor sampling program including collection and analysis of approximately 10 soil vapor samples.
 - b. Advance three soil borings each to total depths of up to 25 feet bgs for collection of soil and grab groundwater samples for analysis of VOCs.
- 2) All field work will be conducted during normal business hours.
- 3) Field labor reflects use of non-union, non-prevailing wage personnel.
- 4) Access to the Site for the purposes of this work will be approved by the owner and will be unobstructed. Our services exclude equipment, material, or debris moving or removal.
- 5) SCS will not be responsible for damaged utilities or injury caused by subsurface work.
- 6) The underlying aquifer will have sufficient recharge rate to collect groundwater samples during an 8 hour field day.
- 7) The work will be performed in Level D personal protective equipment. Additional health and safety requirements can be added with adjustment in our price, if required.
- 8) Delays and stand-by time not caused by SCS may increase our costs.
- 9) All fieldwork associated with this project will be conducted on private property - no work will be performed in public rights-of-way.
- 10) At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to SCS, nor shall any provision of an ensuing agreement be interpreted to permit SCS to assume the status of a “generator”, “transporter”, or “treatment, storage, or disposal facility” under state or federal law.

Mr. Don Rust
June 28, 2017
Page 7

CLOSING

SCS appreciates this opportunity to provide this Proposal. If this Proposal meets with your approval, please return a signed copy of the attached Consulting Agreement to us. Should you have any questions, please call us at (925) 426-0080.

Sincerely,

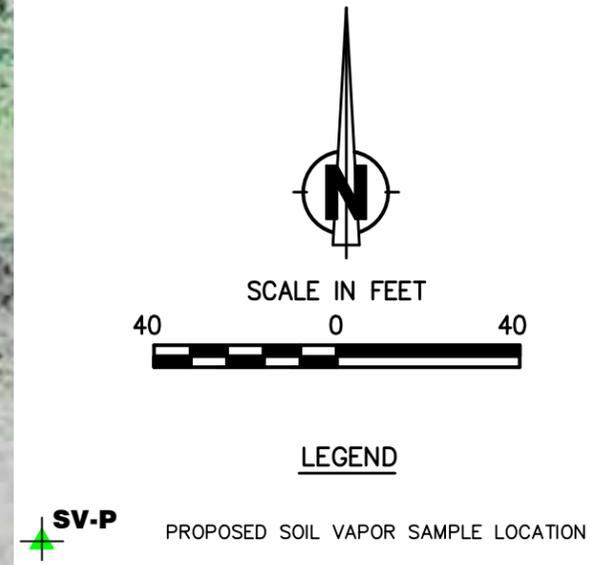
Paul Wisniewski, PG
Senior Project Scientist
SCS ENGINEERS

James G. Ritchie, PG, QSD
Project Director
SCS ENGINEERS

cc: Mr. Mike Britton, 730 Montgomery Street, Oroville

Attachments:

Figure 1 – Site Plan
Consulting Agreement
Fee Schedule
Draft HASP
Draft Access Agreement



K:\ES\PROPOSAL\2017\Oroville Montgomery Street\Figure\Fig 1 - Oroville Montgomery Street.dwg Jul 12, 2017 - 2:7pm By: 3035bat

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
 7041 KOLL CENTER PARKWAY, SUITE 135
 PLEASANTON, CALIFORNIA 94566
 PH. (925) 426-0080 FAX. (925) 426-0707

PROJ. NO. PENDING	DWN. BY: ALT	ACAD FILE: AT LEFT
DSN. BY: ALT	CHK. BY: JGR	APP. BY: J. RITCHIE

NOT A PRODUCT OF PROFESSIONAL SURVEY
 AERIAL IMAGE SOURCE: GOOGLE EARTH - IMAGERY
 DATE 04/14/15

SHEET TITLE: SITE PLAN
 SOIL VAPOR INVESTIGATION

LOCATION:
 730 AND 750 MONTGOMERY STREET
 OROVILLE, CALIFORNIA

DATE: 07/12/17
 SCALE: AS SHOWN
 FIGURE NO.: 1

HEALTH AND SAFETY PLAN FOR LEVEL D TASKS

1.0 GENERAL PROJECT SITE INFORMATION

Job #:
Job Name: Montgomery Street Assessment
Site Address: 730 and 750 Montgomery Street
Oroville, California

Client Contact Information: Mr. Don Rust
City of Oroville
1735 Montgomery Street
Oroville, California 95965
(530) 538-2400

Scope of Work: Soil Vapor Intrusion Investigation

ONSITE ORGANIZATION AND COORDINATION

Project or Site Team Leader: Alex Tuveson

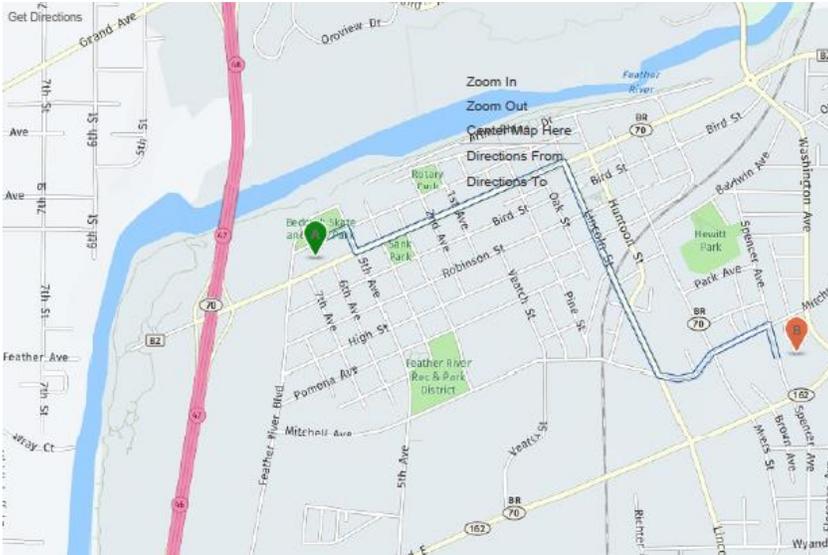
Primary H&S Representative: Gary Pons, CIH

Onsite Safety Representative: Alex Tuveson, or other supervising SCS employee

Client Representative: Don Rust

Project Manager or Director: James Ritchie

2.0 EMERGENCY CONTACT AND NOTIFICATION INFORMATION



Nearest Hospital Address:
Oroville Hospital
 2450 Oro Dam Blvd E,
 Oroville, CA 95966-6056
 530.533.8500

A
 750 Montgomery St, Oroville, CA 95965-514

1. Head toward 5th Ave on Safford St 511 ft/156 m
2. Turn right onto 5th Ave 324 ft/99 m
3. Turn left onto Montgomery St (CR-B2) 0.5 mi/850 m
4. Turn right onto Lincoln St 0.5 mi/877 m
5. Turn left onto Mitchell Ave 0.2 mi/242 m
6. Turn slightly right onto Mitchell Ave 0.1 mi/240 m
7. Turn right onto Spencer Ave 429 ft/131 m
8. Arrive at Spencer Ave. Your destination is on the left

B
 2450 Oro Dam Blvd E, Oroville, CA 95966-6056

Police:
Oroville Police Department
2055 Lincoln St,
Oroville, CA 95966-5325

Telephone: 911
non-emergency: (530) 538-2460

Fire :
Oroville Fire Department
2055 Lincoln St
Oroville, CA 95966-5325

Telephone: 911
non-emergency: (530) 538-2480

Work Care:

(800) 455-6155

Ambulance:

Telephone: 911

DRAFT

3.0 JOB TASK SAFETY ANALYSIS AND PPE ASSESSMENT (JTSA)

Job Task Safety Analysis Form				
Task Type: Engineering Services	Task Description Drilling and sampling	Location or Project: 750 Montgomery Street Oroville, CA		
		Date Revised: June 28, 2017		
		Project #/Revision #:		
Analysis Team Member	Position Title	Reviewed by	Position Title	Initial
James Ritchie	Project Director	Paul Wisniewski	Project Manager	
Paul Wisniewski	Project Manager		OHSC	
Alex Tuveson	Site Team Leader			
Special Training Required:	HAZWOPER 40 hour Training, Oversight by Professional Geologist			
Applicable SAFE Checklist(s):	ES SAFE Observation Report This form is the certification that the hazard assessment has been performed for the workplace as required by 29 CFR 1910.132.			

¹ See SCS Injury Illness and Prevention Plan Table SOP 4-1 for examples of Environmental Hazards.

² See SCS Injury Illness and Prevention Plan Table SOP 4-2 for examples of Personal Hazards.

Job Task Safety Analysis Form – Drilling and Sampling

Job Task Step	Potential Environmental and Personal Hazards ¹	Critical Actions	PPE Required
1. Review & Sign SSHSP/JTSA	None	None	None
2. Mark drilling locations	Traffic hazards; slip/trip hazards	Watch for slip/trip hazards such as potholes, hidden logs under heavy vegetation Set up traffic cones or barriers if working near traffic or heavy machinery	Head: Hard hat Body: Hi-vis shirt or vest Foot: Steel-toe boots Hand: Leather gloves available Respiratory: None Hearing: None Eye/face: Safety glasses
3. Call Dig Alert or local utility and pipeline locator and locate utilities and piping	Electrical hazards; gas/sewer lines rupturing if piping and utilities not properly located	Ensure all piping and utilities are properly marked and located. Gather any available location diagrams	Head: Hard hat Body: Hi-vis shirt or vest Foot: Steel-toe boots Hand: None Respiratory: None Hearing: None Eye/face: Safety glasses
4. Driller mobilization of equipment	Overhead power lines; steep slopes or hills	Identify smooth path of travel to each drilling location Maintain required distance between drilling machine and overhead power lines (at least 10 feet for conventional power lines), increase distance if wet or humid conditions	Head: Hard hat Body: Hi-vis shirt or vest Foot: Steel-toe boots Hand: Leather gloves Respiratory: None Hearing: None Eye/face: Safety glasses

Job Task Step	Potential Environmental and Personal Hazards ¹	Critical Actions	PPE Required
5. Delineation of work zone	Traffic hazards	Set up barricade fencing or traffic cones around drilling location	Head: Hard hat Body: Hi-vis shirt or vest Foot: Steel-toe boots Hand: Leather gloves available Respiratory: None Hearing: None Eye/face: Safety glasses
6. Drilling vapor extraction or groundwater well	Flying particles; organic vapors; chlorinated solvents; noise	Monitor for air contaminants as specified in H&S plan. Use PID for organic and chlorinated solvents, and color indication tube if benzene may be present.	Head: Hard hat Body: Hi-vis shirt or vest Foot: Steel-toe boots Hand: Leather gloves available Respiratory: None, APR available if action levels of air monitoring devices are exceeded Hearing: Earplugs or ear muffs when within 10' of the operating drilling machine Eye/face: Safety glasses
7. Collect geological sample or soil/vapor sample	Moving machinery; organic or chlorinated hydrocarbon vapors.	Monitor for organic vapors or other site contaminants as specified in H&S plan. Stay upwind of any vapors Avoid getting hit by drill rod or drilling machine, allow machine to stop before collecting sample. Wear gloves when collecting soil sample.	Head: Hard hat Body: Hi-vis shirt or vest Foot: Steel-toe boots Hand: Leather gloves available Respiratory: None, APR available if action levels of air monitoring devices are exceeded Hearing: Earplugs or ear muffs when within 10' of the operating drilling machine Eye/face: Safety glasses

4.0 SAFE OBSERVATIONS

Table 1. SAFE OBSERVATION CHECKLISTS

Check applicable SAFE Checklists for site or project tasks or list the applicable SAFE checklists:

1.0 Driving a vehicle	X
2.0 Field Work Involving Construction CQA (includes remedial activities, e.g. excavation/trenching and well installation)	X
3.0 Monitoring or Sampling Soil, Groundwater, or Air	X
4.0 Well Installation or Decommissioning	X
5.0 Site Assessment Activities	X

1.0 Driving a Vehicle	Safe	At-Risk	Comment/Feedback
1.1 Inspected vehicle tires (pressure, wear, other)			
1.2 Watches for traffic and pedestrians when driving vehicle			
1.3 Manages cell phone use responsive to traffic conditions and keeps radio volume low enough to hear conversation.			
1.4 Follows at a safe distance given road conditions, speed.			
2.0 Construction CQA and Construction Observation	Safe	At-Risk	Comment/Feedback
2.1 Reviewed SCS's site-specific H&S plan and attend site safety briefings with site personnel.			
2.2 Stays out of the swing radius of excavator and other heavy machinery..			
2.3 Stay out of trenches. If necessary, collect soil samples with an extension pole.			
2.4 Stays back from potentially unstable trench walls.			
2.5 Works uphill or cross-grade.; never downhill from heavy equipment.			
2.6 Uses combustible gas meter to check vapor levels			
2.7 Wears hardhat, safety boots with ANSI-approved safety toe, and bright colored safety vest.			

3.0 Monitoring or Sampling Soil, Groundwater, or Air	Safe	At-Risk	Comment/Feedback
3.1 Watches footing while working on along side slopes. Wear ANSI-approved safety toe boots when exposed to foot compression and other foot hazards.			
3.2 Watch for wildlife (snakes, spiders, bears). Wear snake guards as needed. Record dangerous conditions (e.g., nests) in log.			
3.3 Wears reflective vest to improve visibility.			
3.4 Carry equipment without straining. Use a cart for heavy equipment. Uses proper lifting legs to lift loads, and ask for help where appropriate.			
4.0 Monitoring Well Installation	Safe	At-Risk	Comment/Feedback
4.1 Wears hardhat, safety vest, safety boots with ANSI-approved safety toes, and safety glasses			
4.2 Wear other protective equipment as needed (Tyvek, hearing protection, etc.)			
4.3 Stand cross-slope if possible. Pay attention to surroundings			
5.0 Site Assessment Activities	Safe	At-Risk	Comment/Feedback
5.1 Health & Safety Plan, including directions to closest hospital			
5.2 Health & Safety bag (PPE) with appropriate equipment			
5.3 Be careful on uneven walking surfaces. Step over or around—not on—obstructions wherever possible			

5.0 PHYSICAL HAZARDS

The purpose of this section is to assist employees in recognizing biological hazards such as spiders, snakes, poisonous plants and vegetation, ticks, and rodent or animal droppings that could contain hantavirus. The discussion offers guidance on how to avoid exposure to these hazards, as well as recommendations for treating illnesses or injuries associated with these hazards.

ROUGH TERRAIN

Unstable footing can be created by a variety of conditions, such as steep slopes, wet rocks or leaves, uneven ground concealed by overgrown vegetation or leaves, and rapidly moving streams. Dense overgrowth may include briery plants and partially concealed vegetation, such as woody or briery vines, that can cause cuts and/or facilitate tripping, if not noticed. Exercise care under such conditions, since these materials can also damage field equipment.

Treacherous footing on slopes (i.e., sandy soil/clay), heavy equipment, snakes and other animals could be present on slopes or in bushes.

AUTOMOBILE TRAFFIC

Automobile traffic may be present, especially at sites where there is a functioning business. It is important to be aware of traffic at all times and not assume that drivers are aware of you. Use proper barricades, cones, and hi-visibility vests to assist drivers in seeing you.

INSECTS

- **Ticks:** Small arachnids that are larger than mites and come in a variety of forms and sizes. Ticks attach themselves to warm-blooded animals and extract blood from the host. It should be noted that ticks harbor at least two diseases in the West: Rocky Mountain Spotted Fever and Lyme Disease:

Ways to protect yourself from ticks:

- When in the woods, wear clothing that covers the skin and fits snugly around the wrists, ankles, and waist.
- Wear light-colored clothing to make it easier to spot ticks.
- Use tick repellents (DEET) when working in areas known or suspected to be tick-infested.
- Apply tick repellent to clothing, concentrating on areas most accessible to ticks (for example, shoe tops, socks, and pant cuffs).

After being in a tick-infested area, check closely for any small ticks on the skin (especially the scalp and hair) and clothing. Ticks not completely removed can increase the likelihood of infection. If you find an attached tick, remove it, exercising care not to squeeze the insect's abdomen, since this may cause expulsion of fluids into the wound. The following procedures can be effective in removing ticks:

- Use tweezers to **slowly** pull the tick out of the skin.
 - Grasp the tick as close to the skin as possible before removing.
 - **Do not** attempt to burn the tick off with matches or hot objects.
 - **Do not** attempt other home remedies, such as coating ticks with Vaseline.
 - Seek medical attention if you have difficulty in removing the tick or at the first sign of symptoms.
- **Chiggers:** These are red six-legged mite larva approximately the size of a pinhead. Chiggers suck blood and cause intense itching or irritation. To eliminate chiggers,

methods outlined above for protecting against ticks can be effective. Flowers of sulfur (sulfur powder sold in drugstores) are known to be chigger repellent.

- **Fire Ants:** Any of a genus (*Solenopsis*) of fiercely stinging ants.
- **Bees and Wasps:** Some people are highly allergic to stings from these insects (if so, those people should ask a physician for an emergency sting kit, and carry it at all times). The following are first aid procedures for bee or wasp stings:
 - Remove the stinger by scraping it out with the edge of a knife blade, tweezer tips, or similar device. **Do not** squeeze the stinger.
 - **Do not** use tweezers to grasp the stinger to remove it, as this may inject more poison.
 - Cover the wound, apply a cold pack, and watch for allergic reaction (note: stingers remaining in the body are a problem with respect to bee stings, but not wasp stings).
 - Seek immediate medical attention if an allergic reaction occurs.
- **Spiders:** Venomous spiders indigenous to the western United States include Black Widows and the Brown Recluse:
 - **Black Widows** are shiny black spiders with long legs, approximately 2 inches in size. Females have an hourglass-shaped red mark on the underside of their abdomens.
 - **Brown Recluses** are brown spiders approximately 1 to 2 inches in size. They have long legs and a distinctive dark brown fiddle-shaped marking on the underside. These spiders produce a dangerous necrotizing agent.

POISONOUS PLANTS

Poison oak causes a short-lived but extremely irritating allergic form of contact dermatitis. The leaves, stems, and roots of this plant contain the resin urushiol, even small amounts of which on exposed skin can trigger an inflammatory allergic reaction. Urushiol can be transferred by fingers or animal fur, and can remain on clothing, shoes, and tools for a number of months. Urushiol particles can also travel in the wind when the plant is burned in a fire. Scratching the rash does not spread the poison to other parts of the body, but can prolong discomfort and cause a secondary infection.

Characterized by alternate leaves with three or occasionally five veined, shiny leaflets, poison oak thrives throughout California. In autumn, the leaves turn a deep red color. Exposure to the oily sap contained in all parts of the poison oak (roots, stem, leaves, flowers, and the fruit [berries]) may cause skin irritation ranging from mild to severe. Between 50 and 85 percent of the population is allergic to poison oak, resulting in a more severe reaction when exposed.

Primary contamination results from contact with bruised or broken plant parts that release toxicodendrol, an oily resin containing urushiol. Because the lacquer-like resin does not dissolve in water, it is difficult to wash off and its toxicity persists for a long time.

Treatment for Exposure to Poisonous Plants

If you think you have been exposed to poison oak, wash all exposed areas thoroughly. If you can do this within 30 minutes of contact, you may often avoid allergic reaction.

You can also treat most cases of the rash with applications of calamine lotion, Burrow's Solution, or over-the-counter topical remedies containing antihistamines or hydrocortisone. Cold compresses--15 to 30 minutes several times a day--are useful for itching and blistering; cool showers are also effective. A cortisone shot may relieve the itching, particularly within 24 hours of exposure.

Oral corticosteroids or antihistamines may also relieve the symptoms, but both drugs can have unwanted side effects. If you have complications from a severe case, you may need to see a doctor.

If you do contact any of these poisonous plants, be sure to clean your clothing, tools, or any gear that you may have had with you. Because urushiol can remain on clothing or other items for extended periods of time, touching these items can cause reinfection at a later date.

Prevention of Exposure to Poisonous Plants

The best way to prevent exposure to poisonous plants is to learn to recognize these plants, and stay out of reach. Use of barrier ointments or lotions from outdoor suppliers helps if you are working around heavy vegetation.

ANIMALS

Dogs that are unconfined are more likely to contract rabies. Beware of dogs that foam at the mouth or show their teeth. Upon encountering such a dog, do not make any sudden moves. Do not make direct eye contact with the dog. Back slowly away from the animal, and never turn your back on unknown dogs.

If you need to rescue a trapped or injured animal, get help from Animal Control personnel. If no help is available, wear the heaviest gloves and clothing that you have. Do not move quickly when approaching animals, and talk in a low, gentle voice to reassure them.

SNAKES

A bite from a poisonous snake requires emergency care. If you have been bitten by a snake that you know or suspect might be poisonous, **call 911 or other emergency services immediately**. Do not wait for symptoms to develop.

If you are not sure what type of snake bit you, **call the poison control center immediately** to help identify the snake and to determine the next steps to take. Medication to counteract the effects of the poison (antivenin) can save a limb or your life.

It is important to stay calm and lie still as much as possible after a suspected poisonous snake bite. Vigorous physical activity may increase the flow of venom to the bloodstream.

The **Western Diamondback Rattlesnake** is the largest western rattlesnake, and is the only poisonous snake indigenous to California. It has a plump body, a short tail, and a broad, triangular head that is very distinct from the body. This snake can be yellowish gray, pale blue, or pinkish, and has dark diamond shape marks down its back. There is also a rattle at the end of its tail.

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6.0 CHEMICAL AND PHYSICAL AGENT HAZARDS

Table 2. Chemical Hazards and Air Monitoring Plan

Chemical	PEL	TLV	IDLH	Monitoring equipment	Action Levels for monitoring equipment	Sample Location ID and Frequency	Procedures when Action Levels Exceeded
PCE Conversion: 1 PPM = 6.78 mg/m ³ @ 25°C & 1ATM	100 ppm (678 mg/m ³)	100 ppm (678 mg/m ³)	150 ppm (1 g/m ³)	Onsite laboratory	50	Breathing zone	Work upwind and/or use natural or mechanical ventilation.

Table Key:

PEL: OSHA Permissible Exposure Limit are nationally specified legal employee exposure limit based on specified lengths of time (see: Ceiling, TWA, and STEL)
TLV: Threshold Limit Values (TLV's) are guidelines (not standards) prepared by the American Conference of Governmental industrial Hygienists, Inc (ACGIH) to assist industrial hygienists in making decisions regarding safe levels of exposure to various hazards found in the workplace.
IDLH: OSHA specified chemical concentration which is considered Immediately Dangerous to Life or Health. Unprotected exposure to the IDLH concentration of stated chemical may cause personal injury; including death.
TWA: Time Weighted Averages are the maximum concentration of a chemical in which an employee can be exposed
STEL: Short Term Exposure Limit is the maximum average chemical concentration in which an employee can be exposed for up to 15 minutes. At no time can the employee exposure concentration exceed the "Ceiling" limit.
Ceiling The maximum instantaneous chemical concentration in which an employee can be exposed.
% Percent gas by volume
% LEL Percent of the lower explosive limit
PPM Parts per million

Chemical Hazards

1. Conduct direct reading air monitoring on initial entry and periodically at both the work area and at the downwind area to evaluate respiratory and explosion hazards.
2. Use water to keep dust under control during all operations.
3. PID monitoring of soil cuttings.

7.0 SITE SECURITY AND CONTROL, DECONTAMINATION AND DISPOSAL MEASURES

SITE SECURITY AND CONTROL MEASURES

Drilling Area

Hi-visibility cones shall be placed around the perimeter of the drilling equipment and operators. Unauthorized personnel shall not be allowed in the drilling area or allowed to approach the drilling rig.

Excavation Area

Hi-visibility cones shall be placed around the perimeter of the excavation equipment and operators. Barricades and/or temporary fencing should be placed around the excavation area to prevent entry to unauthorized personnel. Fencing should be placed around the entire excavation and secured with a lock overnight.

DECONTAMINATION PROCEDURES

Initial Decontamination

- Wash boots, gloves, and respirators (see below).
- Put respirators in separate baggy, if contaminated, and label.
- Remove boots, gloves, and disposable overalls
- Place disposable suits and any other disposable and/or uncleanable equipment in the proper receptacle on site. Check with HSO if uncertain.

Decontamination Procedures

- Respirators:
 - Remove filters and cartridges, and carefully wipe clean as much as possible. If prefilters (outside filters in snap-on rings) are dirty, replace them with fresh ones. Put filters/cartridges in baggies. If respirator has surface dirt, clean external and internal surfaces with alcohol. Use packaged wipe for daily nominal disinfection.
 - At least once a month, disinfect/sterilize respirators by leaving them 10 to 30 minutes in CIDEX or a comparable solution. Thoroughly rinse respirator with distilled water, rub dry, wipe with alcohol wipes, and store in baggy. See additional instructions in field manual.

(Note: Personnel with respiratory tract infections, however minor they may seem, should disinfect at least weekly and, if possible, daily.)

- Heavy equipment:
 - Remove large accumulations of soil from all augers between boreholes.
 - Remove large accumulations of soil from all heavy equipment prior to leaving the site.

- Other equipment:
 - Remove large accumulations of soil.
 - Brush and scrub gloves and boots; then continue with decontamination solution and water, if required.
 - Rinse thoroughly. Use some disinfectant or alcohol wipes for inside of gloves. Hang boots and gloves to dry. Dry other equipment with paper towels.

8.0 APPLICABLE STANDARD OPERATION PROCEDURES

SCS's Standard Soil and Water Sampling Procedures and QA/QC Protocol

SOP 6 - Safe Procedures for Forklift and Heavy Machinery Operations

SOP 8 - Safe Procedures for Drilling and Well Installation

SOP 19 - Site Sanitation Procedures

SOP 21 - Safe Procedures for Biological Hazards

SOP 24 - Avoidance of slips, trips and falls

SOP 25 - Avoidance and Prevention of Heat and Cold Stress, and Other Weather-Related Hazards

ACKNOWLEDGEMENT PAGE

“I have read the attached Health and Safety Plan for the Montgomery Street Assessment Project. I have discussed any questions that I have regarding the materials with the person in charge of site safety for SCS activities on the project, and I understand the requirements.”

Name	Signature	Company	Date

Approved by: _____

Date: _____

SITE ACCESS AGREEMENT

_____ (“Property Owner”), hereby grants authorization to SCS Engineers (“SCS”) to enter upon its property as hereinafter for the purposes and pursuant to the conditions set forth below:

1. Description of Property: [insert description of property – by address, legal description, etc.]

2. Purpose of Entry: [insert description of purpose of entry upon property and the scope of activities to be conducted. Please be sure to note any destructive activities (i.e., drilling, etc.)]

3. Obligation of Care: All work performed on the Property by SCS shall be performed in accordance with the usual and customary standards of professional practice.

4. Safety: SCS shall conduct its activities in a safe manner, and shall be responsible for the safety of its employees and subconsultants with respect to the activities it performs on the site.

5. Indemnification: SCS agrees to indemnify and hold harmless Property Owner from and against claims, liabilities, costs, and causes of action which Property Owner may suffer as a result of negligent acts, errors, or omissions by SCS or its subconsultants in the performance of its activities on the property.

6. Insurance: SCS shall, during its period of entry upon the Property, keep in force worker’s compensation insurance, including employer’s liability insurance for its employees; commercial general liability insurance covering bodily injury and property damage with a combined minimum limit of \$1,000,000 in the aggregate; and professional environmental liability insurance with a minimum aggregate limit of \$1,000,000.

7. Existing Hazardous Substances: It is understood that the assignment which requires access to this site, may involve the presence or potential presence, or release or potential release to the environment of hazardous substances or contaminants. SCS will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of SCS or its subconsultants. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to SCS, nor shall any provision of this agreement be interpreted to permit or obligate SCS to assume the status of “generator,” “owner,” “operator,” “transporter,” “arranger,” or “treatment, storage or disposal facility” under state or federal law.

8. Site Information: SCS shall be entitled to rely on information provided by the Property Owner.

PROPERTY OWNER

SCS ENGINEERS

Name

Name

Title

Title

Date

Date

DRAFT

**CITY OF OROVILLE
RESOLUTION NO. 8629**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES FOR THE PROPERTIES LOCATED AT 730 AND 750 MONTGOMERY STREET

(Agreement No. 3226)

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with SCS Engineers to provide Environmental Consulting Services for the properties located at 730 and 750 Montgomery Street in an amount not exceed \$16,500 without additional written authorization from the City. 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 July 18, 2017, 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 July 18, 2017 by and between the **City of Oroville** (“City”) and **SCS Engineers** (“Consultant”).

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide services to provide environmental services for the completion of the work as specified in this Agreement and attached Proposal; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the scope of services described in Exhibit - A, which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all work tasks identified in the Proposal are completed as agreed upon by December 31, 2017.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Proposal set forth in Exhibit – A, which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s**

compensation exceed \$16,500 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working

notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

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

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

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or

completion of this Agreement.

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

investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

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

ordinances and regulations.

15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business. The consultant is required to obtain a City of Oroville business license.
16. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of, relating to or pertaining to Consultant's negligence, recklessness or willful misconduct arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit - B attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall

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

If to City: **Donald Rust, Acting City Administrator**
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535

If to Consultant: **James Ritchie, Project Director**
SCS Engineers
2167 Montgomery Street, Suite F
Oroville, CA 95965

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions

of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce

or account for more than one such counterpart.

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

transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

SCS ENGINEERS

By: _____
Linda L. Dahlmeier, Mayor

By: _____
James Ritchie, Project Director

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

Attachments:
Exhibit A – Proposal
Exhibit B - Insurance Requirements

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: LANDOWNER RESPONSIBILITY AND LIABILITY FOR STREET TREES
AND SIDEWALK SAFETY AND MAINTENANCE**

DATE: JULY 18, 2017

SUMMARY

The Council may consider directing staff to draft an ordinance for either cost sharing or passing the full obligation for maintenance/repairs of parking strips and public landscaping (trees, shrubs, etc.), sidewalks, curbs and gutters onto adjacent property owners.

DISCUSSION

In an effort to help improve the City's finances both now and into the future, staff continues to look for cost saving measures that may be of interest to the City Council. California, like numerous states, has provisions allowing municipalities to impose a repair obligation for damaged sidewalks on adjacent property owners. Pursuant to these provisions, many cities have enacted a sidewalk repair program that places a repair obligation on adjacent property owners to varying degrees. Some cities have chosen to impose the entire repair cost on the property owner, while other cities operate a "shared cost" responsibility program by limiting the repair cost to a set price per square foot and subsidizing any remainder.

The primary provision requiring a property owner to repair a defective sidewalk is found in the Streets and Highways Code section 5610.

§5610. Maintenance by lot owners

The owners of lots or portions of lots fronting on any portion of a public street or place when that street or place is improved or if and when the area between the property line of the adjacent property and the street line is maintained as a park or parking strip, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas save and except as to those conditions created or maintained in, upon, along, or in connection with such sidewalk by any person other than the owner, under and by virtue of any permit or right granted to him by law or by the city authorities in charge thereof, and such persons shall be under alike

duty in relation thereto.

Pursuant to the authority of section 5610, many cities in California have passed ordinances imposing the obligation for sidewalk repair on adjacent property owners. One issue that adjacent property owners charged for sidewalk repairs often raise is whether the sidewalk repair obligation of section 5610 applies where the sidewalk is displaced or damaged due to trees located in the public right of way. As it is in the interest of cities to ensure that street trees are cared for properly, some cities that have returned the financial responsibility to the property owner have established a cost sharing program and ensure the appropriate maintenance takes place through issuance of a tree permit.

FISCAL IMPACT

Potential cost savings to the City's General Fund by either cost sharing or passing the full obligation for maintenance/repairs of parking strips and public landscaping (trees, shrubs, etc.), sidewalks, curbs and gutters onto adjacent property owners.

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

- A – City of Fremont: Street Tree and Sidewalk Safety and Maintenance Ordinance
- B – County of Ventura: Sidewalk Safety and Maintenance Ordinance



50-50 Street Tree Program

Apply 50-50 Tree



What is a Street Tree?

The photos on this page are what typical street trees look like. They are between the sidewalk and the road in front of a property.

Who is Responsible for Street Tree Maintenance?

For many years the City maintained street trees on behalf of property owners. In 2010 due to significant budget and staffing cuts, the responsibility for maintaining street trees returned to property owners.

While the financial responsibility has returned to the property owner, it is still in the City's interest to ensure that the trees are cared for properly. The tree permit is the mechanism through which we meet our interest to maintain a healthy community of trees and uphold the City's Tree Preservation Ordinance (FMC 18.215).

About the Program

The Fremont City Council authorized \$100,000 for the 50-50 Street Tree Program in order to partner with Fremont property

remove and replace dead, dying or hazardous street trees.

What it Covers

- 50% of the cost for street tree removal and replacement up to a maximum contribution of \$750 per tree and up to two trees per property
- Work performed after July 1, 2015. Work performed prior to this date is not eligible for the program

What it Doesn't Cover

- Tree Pruning
- Sidewalk repair
- Maintenance activities
- Trees removed and replaced as part of a development applications

Eligibility

- Funds are available to all property owners, including commercial and HOA's
- You must have an approved Street Tree Removal Permit
- Find an [approved tree contractor](#)
- The contractor will fill out a [Tree Permit Application](#)
- Keep your proof of payment (cash payment receipts are not accepted)

Apply 50-50 Tree

Owl photo D. Wage

ORDINANCE NO. 11-2010

**AN ORDINANCE OF THE CITY OF FREMONT
AMENDING THE FREMONT MUNICIPAL CODE
PERTAINING TO THE PLANTING, PRUNING, AND
REMOVAL OF STREET TREES AND LANDOWNER
RESPONSIBILITY AND LIABILITY FOR STREET TREE
AND SIDEWALK SAFETY AND MAINTENANCE**

THE CITY COUNCIL OF THE CITY OF FREMONT DOES ORDAIN AS
FOLLOWS:

SECTION 1. RESOLUTIONS 5032, 7414, 8876, & 9591 REPEALED

The following Resolutions of the City Council of the City of Fremont are repealed:
Resolution No. 5032, Resolution No. 7414, Resolution No. 8876 and Resolution No.
9591.

SECTION 2. FMC TITLE VI, CHAPTER 2 REPEALED

Fremont Municipal Code Title VI, Chapter 2 titled "Street Trees" is repealed in its
entirety.

SECTION 3. FMC TITLE VI, CHAPTER 2 ADDED

Chapter 2, entitled "Maintenance of Street Trees and Sidewalks" is added to Fremont
Municipal Code Title VI.

SECTION 4. FMC TITLE VI, CHAPTER 2, ARTICLE 1 ADDED

Article 1, entitled "Regulation of Street Trees" is added to Fremont Municipal Code Title
VI, Chapter 2.

SECTION 5. FMC §§ 6-2100 – 6-2118 ADDED

Sections 6-2100 through 6-2118 are added to Fremont Municipal Code Title VI, Chapter
2, Article 1 to read:

Sec. 6-2100. Definitions.

For purposes of this chapter, and unless the context clearly indicates otherwise:

Arborist is defined by Section 4-5102.

Person is defined by Section 1-2117.

Pruning includes cutting or trimming of a *street tree* including its roots for any
purpose other than removal of the tree.

Public right-of-way means land which by deed, conveyances, agreement, easement, dedication, usage, or process of law is reserved for and dedicated to the use of the general public for street or highway purposes.

Public street means the full width of a public right-of-way of any road, street, lane, or alley, and includes any park, parking strip, sidewalk and dedicated planting easement between the adjacent property and the street line.

Street tree means any tree the base of which is located wholly or partially within a *public street* or *right-of-way* and any tree adjacent to a *public street* or *right-of-way* approved by the city to satisfy the requirement to plant *street trees* under the Subdivision Ordinance as set forth Section 8-1511.

Street tree permit means a permit to plant, prune or remove a *street tree* required by this article.

Tree is defined by Section 4-5102.

Sec. 6-2101. Scope of regulations.

This article regulates the planting, pruning and removal of *street trees* by persons or entities other than the City of Fremont. Nothing in this article shall be construed to govern or otherwise limit the city's authority to plant, prune or remove *street trees*.

Sec. 6-2102. Street trees regulated.

(a) *Street trees* may only be planted, pruned, or removed as authorized by this article.

(b) It is unlawful for a person to plant, prune or remove a *street tree*, or to cause the planting, *pruning* or removal of a *street tree*, in a manner inconsistent with this article.

Sec. 6-2103. Planting; permit and standards.

(a) A person may not plant a *street tree* except as authorized by a *street tree permit* or an approved development plan.

(b) Planting of *street trees* must comply with the planting standards set forth in standard details adopted by the City Council or as expressly authorized in writing by the city manager.

(c) Only species approved in writing by the city manager or shown on an approved development plan may be planted as *street trees*.

Sec. 6-2104. Pruning permit.

(a) Except as provide in subsection (b), a *street tree* may only be pruned –

- (1) by a certified arborist or a person working under the supervision of a certified arborist; and
 - (2) after obtaining a *street tree permit* authorizing the *pruning*.
- (b) Any person may perform without a permit –
- (1) incidental *pruning* of a *street tree* measuring less than 15 feet in height after planting, and
 - (2) *pruning* of low hanging branches measuring less than 2 inches in diameter as necessary to maintain the clearance heights over the *public right of way* required by Article 2.

Sec. 6-2105. Pruning standards; topping prohibited.

(a) The *pruning* of *street trees* must comply with the *pruning* standards prescribed by the current version of Tree Pruning Guidelines, published by the International Society of Arboriculture, or such other standards or methods as expressly authorized in writing by the city manager.

(b) Notwithstanding subsection (a), topping of *street trees* is prohibited unless specifically authorizing in writing by the city manager based on clear evidence of extraordinary circumstances justifying topping in the particular situation.

Sec. 6-2106. Removal; replacement.

(a) A person may not remove a *street tree* except -

- (1) when authorized by a *street tree permit*, or
- (2) by an approved development plan, or
- (3) when authorized by the city manager in an emergency as provided in Section 6-2108.

(b) A person removing a *street tree* must timely grind the stump to 24 inches below grade or remove it, and repair any damage to right-of-way improvements caused by the grinding or removal. A person must obtain an encroachment permit under Title VI, Chapter 1 before making any repairs to right-of-way improvements.

(c) The adjoining property owner must timely replace a *street tree* removed under the authority of this section. The replacement obligation shall be governed by the rules applicable to mitigation for authorized removal of private protected trees under Section 4-5107.

Sec. 6-2107. Criteria for removal permit.

(a) This section applies to the non-emergency removal of *street trees* except those

designated as Landmark Trees by the city council. The non-emergency removal of a *street tree* that the city council has designated a Landmark Tree is governed by the Tree Preservation Ordinance as codified in Title IV, Chapter 5.

(b) The city manager may issue a non-emergency *street tree permit* to remove a *street tree* when one or more of the following criteria is clearly met:

- (1) The tree poses a substantial hazard to people or property and cannot otherwise be feasibly restored to a safe condition.
- (2) The tree is dead, dying or has a short life expectancy.
- (3) The tree is seriously diseased and cannot be feasibly restored.
- (4) The tree is part of a group that is overcrowded and removal would contribute to the health and vigor of nearby trees whose preservation is more desirable.
- (5) The tree has extensively damaged a utility (sewer, water main, power lines, etc.) or is significantly interfering with overhead utilities and the problem cannot be remedied by other reasonable means including appropriate *pruning*.
- (6) The tree has extensively damaged concrete after the tree has been deep-watered and root trimmed.
- (7) The tree has been damaged to an extent that it cannot be feasibly restored.

(c) A person desiring to remove a *street tree* must state in detail the grounds for removal on the permit application.

(d) As used in this section, “feasibly restored” means the use of reasonable preservation or preventive practices not requiring damage to or removal of the tree.

Sec. 6-2108. Criteria for emergency pruning or removal.

(a) This section applies to the emergency *pruning* or removal of all *street trees* including Landmark Trees.

(b) The city manager may authorize *pruning* or removal of a *street tree* when immediate *pruning* or removal is necessary to protect against an imminent threat of substantial injury to persons or damage to property.

(c) A *street tree* may not be removed under subsection (b) if the imminent threat can be reasonably alleviated by *pruning* or other practical means, and must not be pruned more than is necessary to eliminate the imminent threat.

(d) In lieu of submitting the permit application required by Section 6-2111, a person may request permission for emergency *pruning* or removal by contacting the Maintenance Division and obtaining permission from Urban Forestry staff.

(e) Within two business days of the completion of emergency work under subsection (b), the adjoining property owner must provide in writing to the Maintenance Department a full description of the work completed and the exact location where the work was performed.

(f) Removal or *pruning* exceeding the scope of work allowed by subsection (b), and *pruning* sought to be justified by this section when an imminent threat of substantial injury to persons or damage to property did not exist, as determined by the city manager, shall constitute damage to *street tree* under this article.

Sec. 6-2109. Street tree permits.

(a) The city manager shall administer all permits required by this article and shall prescribe all forms necessary for that purpose.

(b) The city manager shall only issue a permit to plant, prune or remove a *street tree* as authorized by this section and in accordance with this article. A permit issued in non-conformance with this article is void.

(c) The city manager may only issue a permit to plant, prune or remove a *street tree* to a person who the city manager reasonably believes is authorized under the Contractors' State License law to perform the work. This subsection recognizes that the State of California limits who may plant, prune or remove a tree.

(d) The city manager shall collect all applicable *street tree* permit fees established by the city council before issuing a non-emergency *street tree permit*.

(e) The city manager is not required to investigate the license status or qualifications of the person applying for the permit or performing the work under the permit.

Sec. 6-2110. Fees.

The city manager shall propose for adoption by the city council fees and periodic adjustments to fees for the administration of this chapter.

Sec. 6-2111. Application for Street Tree Permit.

(a) A person desiring to obtain a permit to plant, prune or remove a *street tree* must submit a complete application in compliance with Section 6-2112 to the city manager and pay applicable fees as established by the city council.

(b) A person doing business as a public utility, subject to the jurisdiction of the state public utilities commission, and any public agency providing utility service may apply as set forth in subsection (a) for a permit valid for six months from the date of issuance permitting such person to trim, brace, remove, or perform other such acts with respect to trees or shrubs growing adjacent to the *public streets* of the city or which grow upon private property to the extent that they encroach upon such *public*

streets, as may be necessary to comply with the safety regulations of such commission and as may be necessary to maintain the safe operations of its business.

Sec. 6-2112. Application requirements.

(a) A *street tree permit* application must be made on a form or in a manner approved by the city manager.

(b) The application must provide –

- (1) the address of the adjacent property,
- (2) the name of the adjoining property owner(s), and the adjoining property owner's address and contact information,
- (3) the name and address of the person performing the work,
- (4) the state contractor license number of the person performing or supervising the work, or if the person claims to be exempt from or not a contractor under the State Contractor Licensing Law, the basis for the claim,
- (5) if the work involves *pruning*, proof that the person is a certified *arborist* in good standing or will be performing the work under the supervision of a certified *arborist* in good standing, and
- (6) identification of each *street tree* to be planted, pruned or removed by species and location.

(c) The application must be signed under penalty of perjury as to the truth of the information provided by the adjoining property owner and the person performing the work.

Sec. 6-2113. Attachments to street trees.

No person, without first having obtained express written permission from the city manager shall attach to or maintain on a *street tree* or on a guard or stake attached to a *street tree* any wire, rope, sign, or device whatsoever.

Sec. 6-2114. Liability for actions.

Nothing contained herein shall be deemed to impose any liability upon the city, its officers, or employees, nor to relieve the owner of any private property from the duty to keep any tree or shrub upon his or her property or under his or her control from constituting a public nuisance.

Sec. 6-2115. Interference with city operations.

No person shall interfere with city employees while engaged in the planting, mulching, *pruning*, trimming, spraying, treating, or removing of any tree or shrub in

any *public street* or right-of-way of the city or in the removing of any stones, cement, or other substance about the trunk of any tree or shrub on any *public street* or right-of-way.

Sec. 6-2116. Damaging street trees prohibited.

- (a) It is unlawful for any person to damage a *street tree*.
- (b) Damaging a *street tree* includes committing or causing, or permitting another to commit or cause, the following conduct:
 - (1) Attaching or maintaining any rope, wire, or device to the tree or to the guard or stake intended for the protection of the tree without the city manager's written permission.
 - (2) Placing or maintaining concrete, asphalt or brick paving in or otherwise filling up the ground area within four feet of the tree so as to shut off air, light or water from the roots.
 - (3) Piling or maintaining building material or other material about the tree in any manner that will in any way injure the tree.
 - (4) Constructing or maintaining any raised planter around the trunk of the tree.
 - (5) Releasing any substance injurious to trees or soil on any part of -
 - (A) the tree, or
 - (B) soil within the drip line of the tree.
 - (6) *Pruning* the tree in manner substantially inconsistent with the *pruning* standards identified in Section 6-2105.
 - (7) Carving, girdling or injuring the bark of a *street tree*.
 - (8) Undertaking an act without authorization under this article or failing to perform an obligation under this chapter that causes -
 - (A) substantial decline in the health of the tree, or
 - (B) substantial shortening of the tree's life expectancy, or
 - (C) substantial change in the aesthetic quality of the tree.
 - (9) Removing a *street tree* without authorization under this article.

Sec. 6-2117. Remedies for violation.

- (a) Violation of this chapter may be remedied by any means available to remedy a

violation of this Code.

(b) The remedies for violation of this chapter are non-exclusive and cumulative.

(c) If a person removes a *street tree* without authorization, the person and the adjoining property owner shall be jointly and severally liable for restitution. The restitution required by this subsection shall be determined in accordance with the standards for mitigation in Section 4-5108 for the unauthorized removal of a private protected tree following the process in Section 4-5118. The city manager may determine the appropriate staff to perform the obligations of the landscape architect under Sections 4-5108 and 4-5118.

(d) Notwithstanding Section 1-4140, the administrative penalty amount that may be imposed for violation of Section 6-2116 (damaging *street trees*) shall be as set forth in this subsection.

(1) A person damaging a *street tree* is subject to a fine in the amount of –

(A) \$250 for the first offense,

(B) \$750 for the second offense, and

(C) \$1,000 for third and subsequent offenses, or

(2) If a person damages a *street tree* either knowingly or with intent to injure a tree is subject to a fine in the amount of \$1,000 for each offense.

Sec. 6-2118. Appeals.

(a) A person wishing to appeal the denial of a permit to remove a *street tree* or the imposition of restitution for the unauthorized removal of a *street tree* must do so to the city council as provided in Title 1, Chapter 5.

(b) A person wishing to contest an administrative penalty or an abatement order must do so in accordance with the provisions that govern the procedure for imposing the fine or abatement order.

(c) For all other administrative actions under this chapter not covered by subsections (a) and (b), a person wishing to appeal the action of a designee of the city manager must file a written appeal to the city manager within 10 days of the action. The city manager shall act upon the appeal promptly. Decisions of the city manager, whether on appeal or made in the first instance, shall be final.

SECTION 5. FMC TITLE VI, CHAPTER 2, ARTICLE 2 ADDED

Article 2 entitled “Duty of Property Owners to Maintain Street Trees and Sidewalks”, is added to Fremont Municipal Code Title VI, Chapter 2.

SECTION 6. FMC §§6-2201 – 6-2204 ADDED

Sections 6-2201, 6-2202, 6-2203 and 6-2204 are added to Fremont Municipal Code Title VI, Chapter 2, Article 2 to read:

Sec. 6-2201. Maintenance of landscaping along or in street right of way.

(a) The owner of a lot with frontage along a *public street* must maintain the *street trees* and other landscaping growing along the frontage or in the street right of way adjacent to the lot, including in any park or parking strip between the property line and the street line.

(b) The owner’s obligations under subsection (a) include at a minimum all of the following:

- (1) Maintaining the *street trees* and other landscaping in a good and safe condition as will not interfere with the public convenience or safety in the use of the public street and sidewalk, including –
 - (A) ensuring sufficient passage of light from any public street light to the street
 - (B) ensuring a clear height of ten feet above the surface of the street or sidewalk unobstructed by branches,
 - (C) ensuring street signs, parking restriction signs, bus stop signs, and other directional and regulatory signs are not obstructed, and
 - (D) removing dead, decayed, or broken limbs or branches that overhang the *public right-of-way*.
 - (2) Deep root watering, root pruning, installing root barriers, fertilizing, and pest control.
 - (3) Clearance, structural, and safety *pruning*.
 - (4) Removal of fallen leaves, branches and other debris.
 - (5) Replacing any removed or otherwise missing *street tree* as may be required by Article 1.
 - (6) Replacing any removed or otherwise missing landscaping if the landscaping was required to be planted by this Code or an approved development plan.
- (c) An owner owes a duty to members of the public to maintain *street trees* and

other landscaping along the street frontage or in the street right-of-way adjacent to the owner's property in a safe and non-dangerous condition.

(d) If an owner fails to maintain *street trees* and other landscaping in a safe and non-dangerous condition as required by this section, and a person suffers damage or injury to person or property, the owner shall be liable to the person for the resulting damages and injuries.

(e) The City of Fremont shall have a cause of action for indemnity against a property owner for any damages it may be required to pay as satisfaction of any judgment or settlement of any claim from injury to persons or property as a legal result of the owner's failure to maintain a *street tree* in accordance with this section.

Sec. 6-2202. Maintenance of sidewalks

(a) As used in this section, sidewalk area includes the sidewalk, any park or parking strip maintained in the area between the property line and the street line, and the curbing, gutter, driveway, bulkheads, retaining walls or other works for the protection of any sidewalk or of any park or parking strip.

(b) The owner of a lot fronting on or adjacent to a *public street* must maintain any sidewalk area in good repair and condition. This duty includes but is not limited to maintenance and repair of surfaces including performance of grinding, removal and replacement of sidewalks, and repair and maintenance of curb and gutters, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk area in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of the sidewalk area.

(c) An owner required by this section to maintain a sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and non-dangerous condition.

(d) If, as a result an owner's failure to maintain a sidewalk area in a safe and non-dangerous condition, any person suffers injury or damage to person or property, the owner shall be liable to the person for the resulting damages or injury.

(e) The City of Fremont shall have a cause of action for indemnity against a property owner for any damages it may be required to pay as satisfaction of any judgment or settlement of any claim that results from injury to persons or property as a legal result of the owner's failure to maintain a sidewalk area in accordance with this section.

(f) Failure of the owner to maintain a sidewalk area as set forth in this section shall constitute a public nuisance.

Sec. 6-2203. Duty of property owners to notify city of damages occurring from trees.

Every property owner, tenant, lessee, or other possessor of real property shall notify the office of the city manager, or designated department, when any tree or shrub in a *public street* or right-of-way adjacent to or fronting upon her or his property is injuring or damaging any *public right-of-way*.

Sec. 6-2204. No mandatory duty of city created.

Nothing in this chapter is intended to create a mandatory duty on the part of the city manager or the city to protect persons or property from a violation of the provisions of this chapter.

CONFORMING CHANGES TO TREE PRESERVATION ORDINANCE

SECTION 7. FMC § 4-5102 AMENDED

Fremont Municipal Code Title IV, Chapter 5, Section 4-5102 is amended to read:

Sec. 4-5102. Definitions

[preceding text unchanged]

“*Private tree*,” means any tree growing on private land except street trees as defined by Section 6-2100.

[intervening text unchanged]

“*Damage*,” means any action taken which causes or may cause death or significant injury to a tree or its roots, or which places the tree in an irreversible state of decline. This includes, but is not limited to, cutting, topping (i.e. cutting of the main leader branch), removal or stubbing of major scaffold branches, girdling, carving, poisoning, and trenching, excavating, compaction, paving, or storing materials on soil within the drip line. Normal pruning, as prescribed by currently adopted standards of the International Society of Arboriculture, which are on file and available for review in the engineering division of the city, does not constitute damage.

[subsequent text unchanged]

SECTION 8. FMC § 4-5104 AMENDED

Fremont Municipal Code Title IV, Chapter 5, Section 4-5104 is amended to read:

Sec. 4-5104. Trees subject to or exempt from permit requirements

(a) – (b) [text unchanged]

(c)(1) – (3) [text unchanged]

(4) A private tree or a Landmark tree removed or damaged under emergency circumstances as follows:

a. – c. [text unchanged]

(5) [text unchanged]

SECTION 9. FMC §4-5107 AMENDED

Fremont Municipal Code Title IV, Chapter 5, Section 4-5107 is amended to read:

Sec. 4-5107. Standards for mitigation of authorized removal of private protected trees

(a) When a private protected tree's removal is authorized in accordance with this chapter, mitigation shall be required as follows:

- (1) Required mitigation for each tree removed shall be the planting of one twenty-four inch box replacement tree, except for a single family home a 15 gallon replacement tree shall be planted, of a species and in a location approved by the person or entity imposing mitigation requirements under this chapter. When, because of lot size, configuration or development, the property cannot fully accommodate the mitigation that would otherwise be required under this subsection (1), the applicant shall pay the city a fee in lieu of on site replacement for each tree that is not replaced on site. The amount of the fee shall be equal to the per unit cost to the city for a planted twenty-four inch box tree as established by the city's last award of a contract following a competitive bid for such work.
- (2) Replacement requirements for trees removed from a lot which is the subject of a development project application shall be imposed in addition to any requirement for planting trees that would otherwise be imposed as a condition of project approval.
- (3) Replacement trees shall be planted in accordance with standard details that are on file with the engineering division of the city.

(b) The mitigation required by this section may be waived or reduced in the following circumstances:

- (1) Removal of the tree has a beneficial effect on the city's urban forest, or
- (2) The cost of mitigation is disproportionately large when contrasted to the loss to the city's urban forest caused by tree removal.

[subsequent text unchanged]

SECTION 10. FMC §4-5119 AMENDED

Fremont Municipal Code Title IV, Chapter 5, Section 4-5119 is amended to read:

Sec. 4-5119. Penalties.

- (a) Violation of this chapter may be remedied by any means available to remedy a violation of this Code.
- (b) The remedies for violation of this chapter are non-exclusive and cumulative.
- (c) Notwithstanding Section 1-4140, the administrative penalties that may be imposed for damaging or removing a tree in violation of Section 4-5103, failing to replace a tree as required by Section 4-5105, or failing to comply with a final order issued under Section 4-5118 are as follows:
 - (1) A person committing a violation is subject to a fine in the amount of –
 - (A) \$250 for the first offense,
 - (B) \$750 for the second offense, and
 - (C) \$1,000 for third and subsequent offenses, or
 - (2) a person committing a violation either knowingly or with intent to injury a tree is subject to a fine in the amount of \$1,000 for each offense.

CONFORMING CHANGES TO ENCROACHMENT ORDINANCE

SECTION 11. FMC TITLE VI, CHAPTER 1 RENAMED

Fremont Municipal Code Title VI, Chapter 1 currently titled “Streets and Sidewalks” is renamed “Encroachments to Streets and Sidewalks”.

SECTION 12. FMC § 6-1301 AMENDED

Fremont Municipal Code Title VI, Chapter 1, Article 3, Section 6-1301 is amended to read:

Sec. 6-1301. Exemptions.

No encroachment permit shall be required for any of the following:

- (a) – (d) [text unchanged]
- (e) Installation of landscaping and irrigation, including boring irrigation lines under the sidewalk, by or on behalf of a private property owner in that portion of the public right-of-way from the back of the curb and gutter to the edge of and including a city easement for public service purposes. No tree or paving shall be installed under

this subsection. Planting of trees in the public right-of-way shall be governed by Title VI, Chapter 2 of this Code (Maintenance of Street Trees and Sidewalks).

[subsequent text unchanged]

SECTION 13. FMC §6-1411 AMENDED

Fremont Municipal Code Title VI, Chapter 1, Article 4, Section 6-1411 is amended to read:

Sec. 6-1411. Landscaping.

(a) No hedge, shrub or other planting shall be maintained in the public right-of-way adjacent to the sidewalk which exceeds a height of thirty inches measured vertically above the top of curb, with the exception of street trees.

(b) The city may issue a permit to an applicant to perform work or otherwise encroach in planting areas under this chapter. If the plantings are damaged or disturbed in the course of an authorized encroachment, they shall be removed and replaced by the permittee unless the permit specifically states otherwise.

CONFORMING CHANGES TO SUBDIVISION ORDINANCE

SECTION 14. FMC §8-1511 AMENDED

Fremont Municipal Code Title VIII, Chapter 1, Article 5, Section 8-1511 is amended to read:

Sec. 8-1511. Trees.

(a) Street trees shall be provided by the subdivider in all subdivisions, either within the street right-of-way, or within a dedicated planting easement, not less than seven feet wide adjacent to the street, as required. Street trees shall be selected from a list of trees approved by the city for planting and installed in accordance with the standard detail adopted by the city council.

(b) Private trees with trunk diameters of six inches or more, measured at four and one-half feet above the tree's natural grade, shall be preserved and retained in place unless removal or relocation is permitted or authorized in accordance with Title IV, Chapter 5 (Sections 4-5100 et seq.). Private trees that are to be preserved and retained shall be noted on an approved tentative map or tentative parcel map.

(c) In lieu of a requirement that the subdivider plant street trees, the subdivider may be required to deposit funds to permit the city to plant such trees in cases where the city has determined as part of the development approval that it is not feasible for the subdivider to plant the trees.

(d) The city manager shall establish and maintain a list of trees approved for

planting as *street trees*. The city manager shall periodically update the list, and shall amend the list as may be directed by the city council.

SECTION 15. CEQA

The City Council finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment. The Council therefore directs that a Notice of Exemption be filed with the Alameda County Clerk in accordance with the CEQA guidelines.

SECTION 16. EFFECTIVE DATE

This Ordinance shall take effect and will be enforced thirty (30) days after its adoption.

SECTION 17. PUBLICATION AND POSTING

The City Clerk has caused to be published a summary of this ordinance, prepared by the City Attorney under Government Code Section 36933(c), once in *The Tri-City Voice*, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Fremont, at least five days before the date of adoption. A certified copy of the full text of the ordinance was posted in the office of the City Clerk since at least five days before this date of adoption. Within 15 days after adoption of this ordinance, the City Clerk shall cause to be again published in *The Tri-City Voice* the summary of this ordinance with the names of those City Council members voting for and against the ordinance; and the City Clerk shall post in the office of the City Clerk a certified copy of the full text of this adopted ordinance with the names of those City Council members voting for and against the ordinance.

* * *

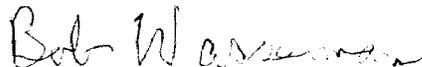
The foregoing ordinance was introduced before the City Council of the City of Fremont at the regular meeting of the City Council, held on the 4th day of May, 2010 and finally adopted at a regular meeting of the City Council held on the 25th day of May, 2010 by the following vote, to wit:

AYES: Mayor Wasserman, Vice Mayor Wieckowski, Councilmembers Natarajan, Harrison and Chan

NOES: None

ABSENT: None

ABSTAIN: None



Mayor

ATTEST:

APPROVED AS TO FORM:



City Clerk



Senior Deputy City Attorney

City of Fremont STREET TREE Guidelines

**"STREET TREE" means any tree located within the public street right of way as well as any tree that is adjacent to the right of way and approved by the city to satisfy the requirement to plant street trees under the City's Subdivision Ordinance.
Street Trees are typically located within 10 feet from the curb face.**

A property owner is responsible for the maintenance of street trees adjacent to his or her property.

Permit	Application Process	Things to know
Tree Removal	<ol style="list-style-type: none"> The property owner is responsible for removing & replacing the street tree(s). A permit is required to remove a street tree. Request a Street Tree Removal Permit from our Urban Forestry Manager (510) 979-5700 or, email Gloria Reta at Greta@fremont.gov Urban Forestry Division staff will conduct a field inspection to determine if the tree meets the criteria for removal (see column to right). If the Urban Forestry Manager determines that at least one of the removal criteria has clearly been met, a Street Tree Removal Permit may be issued allowing the owner to remove the tree at the owners expense. The property owner must comply with all conditions of the Street Tree Removal Permit. 	<p>A Removal Permit may be issued if the street tree:</p> <ol style="list-style-type: none"> Poses a substantial hazard to people or property; Is dead, dying or has short life expectancy; Is seriously diseased; Is part of a group that is overcrowded; Has caused extensive utility damage (sewer, water main, power lines, etc.); Has caused extensive concrete damage after being properly root pruned and deep watered; Has been damaged to the extent that it cannot be feasibly restored; Requires emergency removal and is approved by City Urban Forestry staff. (510) 979-5700 <p>Q: Do I have to replace my street tree once it is removed?</p> <p>A: In most cases, YES, any street tree removed must be replaced. In some cases, obstructions (close proximity to street lights, fire hydrants, utility vaults, stop signs, etc.) may prevent the replanting of a new tree.</p>
Tree Planting	<ol style="list-style-type: none"> The property owner is responsible for purchasing and planting street tree(s) adjacent to his or her property. A permit is required to plant a street tree. Request a Street Tree Planting Permit from our Urban Forestry Manager (510) 979-5700 or, email Gloria Reta at Greta@fremont.gov. Urban Forestry staff will visit your property frontage to see if the site is conducive for street tree(s) planting. If so, Urban Forestry staff will put a painted dot on your curb, as a recommended planting location (If not, the property owner will be notified of such by the Urban Forestry Division). The Urban Forestry Manager will issue a permit indicating the species and location along with information for how to properly plant the street tree. To request a different species or planting location, contact the Urban Forestry Manager (510) 979-5700. The property owner must comply with all conditions of the Street Tree Planting Permit. 	
Tree Pruning	<ol style="list-style-type: none"> The property owner is responsible for pruning the street tree(s) adjacent to his or her property. A permit may be required – see #2 Pruning of low hanging branches measuring less than 2 inches in diameter as necessary to maintain the clearance heights over the public right of way and incidental pruning of a street tree measuring less than 15 feet in height after planting may be performed by anyone without a permit. All other pruning requires a permit and must be performed by or under the supervision of a certified arborist. To request a Street Tree Pruning Permit, contact the Urban Forestry Manager (510) 979-5700 or, email Gloria Reta at Greta@fremont.gov The permit packet includes tree pruning information, and a list of State licensed tree companies who are both International Society of Arboriculture (ISA) certified, and registered with the City of Fremont. The property owner is not required to choose a tree professional from the list of tree professionals provided by the City of Fremont. The list of tree professionals provided by the City is simply provided as a courtesy. The tree professional you hire must be properly licensed, insured and follow the ISA pruning standards. 	<p>NOTE: To report a tree hazard call, (510) 979-5700 or go to www.fremont.gov ("Report a Concern" link).</p> <p>NOTE: Topping or severe pruning of more than 25% of the tree's canopy within a growing season is not permitted, except with special permission from the Urban Forestry Manager.</p>
Root Pruning	<ol style="list-style-type: none"> The property owner is responsible for proper root pruning of street trees adjacent to his or her property. A permit is required. To request a Street Tree Root Pruning Permit, contact the Urban Forestry Manager (510) 979-5700 or, email Gloria Reta at Greta@fremont.gov The property owner must consult with a certified Arborist to ensure any root pruning will not damage the tree or make the tree unstable. <p>NOTE: Please call the City's Street Manager (510) 979-5700 with any questions about temporarily repairing sidewalks that could possibly be a tripping hazard. The City provides grinding or patching services for sidewalk displacements that are greater than 0.5 of an inch in height. To find out if your sidewalk is scheduled for replacement, please contact the City's Engineering Division (510) 494-4800.</p>	<p>NOTE: It is important that the root is severed cleanly rather than shredded so the tree will be able to close off the wound in a short period of time.</p>



City of Fremont SIDEWALK REPAIR Guidelines

"Sidewalk" means the area between the property line and the street line (street easement) which includes curbing, the parking strip area between the curbing and sidewalk, and the sidewalk.

A property owner is responsible for the maintenance of sidewalks adjacent to his or her property.

Type of Repair	Repair Process	Things to know
Concrete Grinding	<ol style="list-style-type: none"> 1. Contact the City of Fremont, Transportation and Operations Department to report a sidewalk trip hazard (510) 979-5700 or go to www.fremont.gov ("Report a Concern" link). 2. Even though the property owner is responsible to maintain all sidewalks adjacent to his or her property, the City of Fremont will provide sidewalk grinding, patching, ramping, and replacement services to the extent funds and staffing are available. Depending on workload backlog, a grinding, patching, or ramping request may be placed on a list and handled in the order it was received. 3. To expedite the process you may e-mail the City's Maintenance Division a picture of the concrete displacement with a ruler showing the height of the displacement. Alternatively, your request may be placed on a list and a field inspection by staff from the Street Maintenance Division will be conducted in the order your request was received. 4. If Street maintenance staff determine the sidewalk displacement is greater than 0.5 inch and less than 1.5 inches, maintenance staff may grind the elevated sidewalk to eliminate any possible tripping hazard. 	<p>Q: Is it true that the property owner is responsible to maintain the sidewalk in front of their property?</p> <p>A: Yes. California Street and Highway Code §5610 states property owners are responsible for the maintenance of the sidewalks adjacent to their property.</p>
Asphalt Patching (ramp)	<ol style="list-style-type: none"> 1. Same as #1 above. 2. Same as #2 above. 3. Same as #3 above. 4. If Street maintenance staff determine the sidewalk displacement is greater than 1.5 inches, maintenance staff may use asphalt patch to create a ramp that will reduce any possible tripping hazard that was created by the concrete displacement. 5. If Maintenance staff determines that the severity of the concrete displacement is significant, the displacement location will be reported to the City's Engineering Division for replacement consideration when funds are available. 	<p>Q: Why does the City repair and replace sidewalks if the property owner is responsible to maintain it?</p> <p>A: The City has provided, and will continue to provide sidewalk repair and replacement as a service to Fremont property owners as long as funding and staffing is available.</p>
Complete Removal and Replacement	<ol style="list-style-type: none"> 1. Same as #1 above. 2. Same as #2 above. 3. If City maintenance staff determines the sidewalk displacement is severe enough to require a complete removal and replacement, the displacement will be temporarily repaired with an asphalt patch. The patched location will be reported to the City's Engineering Division by maintenance staff to be completely redone when funds are available. 4. To find out if your displaced sidewalk is on the Engineering Division's list for future replacement, please call the City's Engineering Division (510) 494-4700. 5. If the property owner's sidewalk displacement is not on the Engineering Division's list for future replacement, or it is not scheduled to be fixed in a time frame that is acceptable to the property owner, the property owner may request a free encroachment permit from the City's Engineering Division to have the sidewalk displacement fixed at the property owners expense by a licensed contractor who has a business license to work in the City of Fremont. <p>NOTE: Any repair or replacement of a sidewalk initiated by a property owner must be approved through the City's Engineering Division and completed by a licensed/insured contractor on file with the City. Also, filling in the area between the street curb and the sidewalk with concrete is not allowed nor will the City maintain or repair concrete in this area. This is the property owner's responsibility.</p>	<p>Q: How do I find out if the sidewalk in front of my property is on a list to be replaced and when will the work be done if it is on the list?</p> <p>A: You can contact the City of Fremont's Engineering Division at (510) 494-4700</p> <div style="text-align: center;">  </div>

Revised: 04/27/10

ORDINANCE NO. 4355
**AN ORDINANCE CONCERNING LANDOWNER RESPONSIBILITY AND
LIABILITY FOR SIDEWALK SAFETY AND MAINTENANCE**

The Board of Supervisors of the County of Ventura, ordains as follows:

Section 1. Findings.

A. Pursuant to section 5610 of the Streets and Highways Code, landowners adjacent to public sidewalks are responsible for maintaining such sidewalks in such condition that the sidewalk will not endanger persons or property or interfere with the public convenience in its use.

B. Pursuant to section 5615 of the Streets and Highways Code, the superintendent of streets (Director, Transportation Department) may repair and maintain a sidewalk, if the adjacent landowner does not, and assess and charge the abutting landowner for the cost of such repairs.

C. Under the Streets and Highways Code and the Ordinance Code of Ventura County, the adjacent landowner currently bears no responsibility to the general public for maintaining safe conditions on adjacent sidewalk, other than a duty of ordinary care, and cannot be held liable for personal injuries borne by the general public resulting from unsafe sidewalk conditions.

D. Accordingly, this Ordinance clarifies the sidewalk maintenance responsibilities of adjacent landowners, and makes them liable to members of the general public for personal or property damage that results from the landowner's failure to maintain the adjacent sidewalk.

Section 2. Adoption.

The Ordinance Code of the County of Ventura is hereby amended by adding Chapter 7 to Division 12, as follows:

Chapter 7 Maintenance and Repair of Sidewalks.

**Sections: 12701 General Provisions
 12702 Responsibilities
 12703 Liability for injuries to the public**

12701 GENERAL PROVISIONS:

For the purpose of this chapter:

- a. "Sidewalk" includes a park or parking strip maintained in the area between the property line and the street line and also includes curbing, bulkheads, retaining

walls, or other works for the protection of any sidewalk or of any such park or parking strip.

- b. The Director, Transportation Department is designated the Superintendent of Streets.

12702 RESPONSIBILITIES:

- a. The maintenance and repair of sidewalk areas and the determination and collection of assessments for the cost and expenses of said maintenance and repair may be done in accordance with this section and the procedure provided in the California Streets and Highways Code, section 5610 et seq.
- b. The owners of lots or portions of lots adjacent to or fronting on any portion of sidewalk area between the property line of the lots and the street line, including parking strips, sidewalks, curbs and gutters, and persons in possession of such lots by virtue of any permit or right shall repair and maintain such sidewalk areas and pay the costs and expenses thereof.
- c. For the purposes of this section, maintenance and repair of sidewalk area shall include, but not be limited to, maintenance and repair of surfaces including grinding, removal and replacement of sidewalk, repair and maintenance of curb and gutters, removal of weeds and or debris, supervision and maintenance of signs, tree root pruning and installing root barriers, trimming of shrubs and/or ground cover and trimming shrubs within the area between the property line of the adjacent property and the street pavement line, including parking strips and curbs, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and will be in a condition that will not interfere with the public convenience in the use of said sidewalk area.
- d. Notwithstanding the provisions of section 5614 of the California Streets and Highways Code, the Superintendent of Streets may in his or her discretion, and for sufficient cause, extend the period within which required maintenance and repair of sidewalk areas must commence by a period not to exceed 90 days from the time the notice required by said section 5614 is given.

12703 LIABILITY FOR INJURIES TO THE PUBLIC:

Any person required by Section 12702 to maintain and repair the sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and nondangerous condition. If, as a result of the failure of any person to maintain the sidewalk area in a safe and nondangerous condition as required by Section 12702, any person suffers injury or damages to person or property, the owner shall be liable to such person for the resulting damages or injury.

Section 3 Severance Clause.

The Board of Supervisors declares that each section, sub-section, paragraph, sub-paragraph, sentence, clause, and phrase of this Ordinance is severable and independent of every other section, sub-section, paragraph, sub-paragraph, sentence, clause, and phrase of this Ordinance. If any section, sub-section, paragraph, sub-paragraph, sentence, clause, or phrase of this Ordinance is held invalid, the Board declares that it would have adopted the remaining provisions of this Ordinance irrespective of the portion held invalid, and further declares its express intent that the remaining portions of this Ordinance should remain in effect after the invalid portion has been eliminated.

Section 4. Publication.

This Ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the County of Ventura within fifteen days after its adoption. The foregoing Ordinance was introduced and read at the regular meeting of the County of Ventura held on the 5th day of December 2006, and was adopted by the following vote following a second reading on the 12th day of December 2006, by the following vote:

AYES: BENNETT, LONG, MIKELS, FLYNN + PARKS

NOES: NONE

ABSENT: NONE

Linda Parks
Linda Parks, Chair
BOARD OF SUPERVISORS

ATTEST: JOHN F. JOHNSTON,
Clerk of the Board of Supervisors,
County of Ventura, State of California



By: Kathryn Peice
Deputy Clerk of the Board

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY DECEMBER 12, 2006 AT 9:30 A.M.

ORDINANCE NO. 4355 / 239

**ORDINANCE CONCERNING LANDOWNER RESPONSIBILITY AND LIABILITY FOR
SIDEWALK SAFETY AND MAINTENANCE**

An ordinance of the Board of Supervisors of the County of Ventura concerning landowner responsibility and liability for sidewalk safety and maintenance is presented to the Board at this time, and upon motion of Supervisor Long, seconded by Supervisor Mikels, and duly carried, it is ordered that the same be passed and adopted as an ordinance of the County of Ventura, to be known as Ordinance No. 4355.

Board members vote as follows:

Ayes: Supervisors Bennett, Long, Mikels, Flynn and Parks

Noes: None

Absent: None

All members of the Board present voting on the passage and adoption of said Ordinance, it is hereby declared and ordered that said Ordinance is hereby passed and adopted as an Ordinance of the County of Ventura, to be known as Ordinance No. 4355.

It is further ordered that said ordinance shall take effect and be enforce at the expiration of thirty (30) days from the date hereof, and before the expiration of fifteen (15) days the same shall be published, with the names of the members of the Board of Supervisors voting for and against the same, at least once in the Ventura County Star, a newspaper of general circulation printed and published in the County of Ventura, State of California.

COPIES TO:

PWA (2)
Auditor
Files (3)
Item 31
12/12/06

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: AMERICAN PLANNING ASSOCIATION CALIFORNIA CONFERENCE
AND LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND
EXPO 2017**

DATE: JULY 18, 2017

SUMMARY

The Council may consider approving the attendance of City staff, elected and appointed officials to the American Planning Association California Conference and League of California Cities Annual Conference and Expo for 2017.

DISCUSSION

APA California Conference

The APA California Conference will be September 23-26, 2017 at the Sacramento Convention Center. Five core conference tracks relating to this year's conference theme of "Capitalizing on our Diversity" have been developed to help guide and facilitate the conference experience, including:

- Lessons Learned: A Diverse Past. How has planning changed in the last 100 years? How can we integrate what we've learned to meet the current and future challenges that face our profession and our communities.
- We're All in This Together: Implementing Diversity. How can planners collaborate with other sectors (health, community based organizations, private organizations, etc.) to create strong, vibrant communities?
- Tips of the Trade: Diversifying the Tool Kit. What are the new practices, tools, technologies, and funding sources that planners are using or should be using?
- Engage: Planning for Diverse Places and Perspectives. What best practices are planners using to plan for and engage diverse communities – considering both human diversity (multi-generational, economic, social) and physical diversity (land use, geography, multimodal transportation)? How are rural areas and small towns approaching these questions?

- Embracing and Envisioning Change: A Diverse Future. How are resiliency, adaptation, and social and economic changes reshaping planning and how are we embracing uncertainty and preparing for these hard-to-predict changes?

Price per attendee for full conference registration would be \$750 if registered by June 24, and \$800 if registered by August 25. Planning Commissioners and City staff would drive to Sacramento each day in a City vehicle and meals are included as part of the registration. Staff is recommending 6 tickets be purchased for four Commissioners and two staff to attend. **(Attachments A & B)**

League of California Cities Annual Conference and Expo

The League of CA Cities Annual Conference and Expo will be September 13-15, 2017 at the Sacramento Convention Center. The Annual Conference, now in its 119th year, provides an opportunity for city officials to come together to gain insight, expand their knowledge, and collaborate with cities across California. The timing of this conference coincides with the final days of the legislative session. This means that, in addition to taking advantage of the educational opportunities the conference provides, city officials will be able to bring even greater value back to their cities after the conference by visiting with their legislators at a critical juncture in the session.

Price per attendee for full conference registration would be \$525 if registered before August 11, and \$575 if registered after August 11. Councilmembers and City staff would drive to Sacramento each day in a City vehicle and lunch is included as part of the registration for Thursday and Friday, but not Wednesday, when only appetizers will be served for the opening general session. Staff is recommending 6 tickets be purchased for four Councilmembers and two staff to attend. **(Attachments C & D)**

FISCAL IMPACT

Event	# of Tickets	Price Per	Totals
APA California Conference	6	\$800	\$4,800
League of CA Cities	6	\$525	\$3,150
Total			\$7,650

Above costs assume early registration, all meals not provided by event registration would be self-covered by the attendee, no overnight stay, and does not account for use of City vehicle or use of gasoline from the City’s corporation yard.

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

- A – APA Conference: Schedule
- B – APA Conference: Registration Rates
- C – League of CA Cities: Schedule

D – League of CA Cities: Registration Rates



CAPITALIZING ON OUR DIVERSITY

APA CALIFORNIA CONFERENCE
SACRAMENTO CONVENTION CENTER
SEPTEMBER 23 - 26, 2017

CONFERENCE-AT-A-GLANCE



Members can earn certification credits for many activities at the conference. A notation has been made next to each creditable session/event indicating the number of pending certification credits.

The Conference-at-a-Glance is subject to change.

The most current information can be found on the website at www.apacalifornia-conference.org, on the mobile app prior to the conference, and in the registration area after the conference begins.

    @APACAConf #APACA2017

Check our website for more details www.apacalifornia-conference.org

v.14 6/25/17



The Conference-at-a-Glance is subject to change. The most current information can be found on the website at www.apacalifornia-conference.org and on the mobile app prior to the conference, and in the registration area when the conference begins.

8:00 am - 8:45 am	Pre-Conference Session Registration	East Lobby
8:00 am - 11:00 am	Exhibitor Set-Up	East Lobby
8:30 am - 9:30 am	Student Registration	East Lobby
9:00 am - 4:00 pm	Pre-Conference Session #1 - Leadership and Management Workshop 2017 <i>Additional \$90 fee applies. Includes lunch.</i>	CM 6.5 -
	Pre-Conference Session #2 - Interactive Geodesign Tools for Planners: Design, Create and Gain Consensus Using Next Generation Technology <i>Additional \$90 fee applies. Includes lunch.</i>	CM 6.5 -
9:30 am - 11:30 am	Student Orientation/Walking Tour - Pre-registered students only.	-
10:00 am - 2:30 pm	Pre-Conference Session #3 - Conflict Management and Negotiation: Getting to YES! <i>Additional \$65 fee applies. Includes lunch.</i>	CM 4.0 -
10:00 am - 4:30 pm	APA California Board Meeting	-
11:00 am - 6:00 pm	Exhibits Open	East Lobby
11:45 am - 1:00 pm	Richard H. Weaver Student Scholarship Awards Luncheon <i>Pre-registered students and invited guests only. Ticketed invitation event.</i>	-
12:00 pm - 6:00 pm	Conference Attendee Registration	East Lobby
SESSION BLOCK #1 1:15 pm - 2:45 pm	First Time Project Managers: Strategies for Success (CPF Session)	-
	Tools of the Active Transportation Trade	CM 1.5 -
	Unlocking the Full Potential of Downtowns	CM 1.5 -
	Urban Planning and Governing for Racial Equity	CM 1.5 -
	Charting a Career in Sustainability: Steps Students Can Take Before Graduating	-
	Not So Fast Food: Using GIS, Data, and Mobile Apps to Improve Food Choices	CM 1.5 -
	A Roadmap for GHG and Climate Analysis: Incorporating California's New Scoping Plan and SB 32 Requirements in Local Planning	CM 1.5 -
	From Guerilla Tactics to Sophisticated, Grassroots Tools: The Latest Innovations from the Tactical Urbanism Frontlines	CM 1.5 -
	Design for Density	CM 1.5 -
1:30 pm - 5:00 pm	Mobile Workshop #1 - City of Trees: Sacramento's Park Neighborhoods <i>Additional \$75 fee applies. Includes bike and helmet. Meet at 1:15 pm in the J Street Lobby</i>	CM 3.0
SESSION BLOCK #2 3:00 pm - 4:30 pm	Passing the AICP Exam: Who Wants to be a Certified Planner	-
	Art as a Community Engagement Tool	CM 1.5 -
	Sacramento Riverfront Revitalization: a Tale of Two Cities	CM 1.5 -
	10 Crucial Things Planning School Didn't Teach You	-
	The Planner as Advocate: Learning to Listen and Partner with Disadvantaged Communities	CM 1.5 -
	Planning for a Multiracial Future: Lessons from Civic Engagement and Coalition-Building in South Los Angeles	CM 1.5 -
	Understanding Conflicts Between City Managers and Planners Through an Ethical Lens	CM 1.5 ETHICS -

Continued on page 3



The Conference-at-a-Glance is subject to change. The most current information can be found on the website at www.apacalifornia-conference.org and on the mobile app prior to the conference, and in the registration area when the conference begins.

Continued from page 2

SESSION BLOCK #2 3:00 pm - 4:30 pm	The Future of Mobility 2.0: What's In Store for Our Cities	CM 1.5	-
	Cal State Universities: Planning Students and Faculty Get Together with Diverse Communities		-
4:45 pm - 6:30 pm	Diversity Summit - Supporting Vulnerable Communities: lessons learned from a history of urban renewal and displacement	CM 1.5 ETHICS	-
6:30 pm - 10:00 pm	Night on the Town - Local planners will host gatherings at our favorite restaurants and bars, or at local events like the Farm-to-Fork Festival or a local soccer match.		-
7:30 pm - 9:00 pm	Student/Young Planners Group (YPG) Mixer		-
	Planners of Color Social Mixer		-

CONFERENCE-AT-A-GLANCE
SUNDAY, SEPTEMBER 24

7:00 am - 8:00 am	Continental Breakfast		-
7:00 am - 6:00 pm	Conference Attendee Registration		East Lobby
7:00 am - 6:00 pm	Exhibits Open		East Lobby
8:00 am - 9:30 am	Planning Commission and Board Breakfast Roundtable <i>Open to Planning Commissioners and Board members only</i>		-
8:00 am - 11:30 am	Mobile Workshop #2 - Oak Park: Sacramento's Oldest Suburb Undergoing Dramatic Revitalization. <i>Additional \$45 fee applies. Meet at 7:45 am in the J Street Lobby</i>	CM 3.0	-
	Mobile Workshop #3 - The Sacramento Riverfront: Bridging History and Opportunity. <i>Additional \$35 fee applies. Meet at 7:45 am in the J Street Lobby</i>	CM 3.0	-
8:30 am - 11:00 am	Student Sacramento Riverfront Charrette Walking Tour/Group Discussion <i>Registration required.</i>		-
SESSION BLOCK #3 8:15 am - 9:45 am	Cannabiz: Community Planning and Environmental Review for the Emerging Legal Cannabis Market	CM 1.5	-
	Rural Community Resilience Planning Process	CM 1.5	-
	Housing Affordability and Neighborhood Stabilization Policies: The Resurgence of Rent Control in California Cities	CM 1.5 LAW	-
	The Power of Storytelling in Community Planning	CM 1.5	-
	Local and Regional Planning Through a Heritage Lens: Developing a Sacramento San Joaquin Delta National Heritage Area	CM 1.5	-
	Planning for Diversity with Public Health Alliances: Collaboration Tools for Successful Planning and Health Partnerships	CM 1.5	-
	All Aboard: Lessons from Transit Agencies on How Planners Can Help Joint Development Programs Create Diverse Communities	CM 1.5	-
	Using Collective Impact Strategies to Build Sustainable and Equitable Communities	CM 1.5	-
	Measure A: An A+ for Parks	CM 1.5	-

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The Conference-at-a-Glance is subject to change. The most current information can be found on the website at www.apacalifornia-conference.org and on the mobile app prior to the conference, and in the registration area when the conference begins.

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SESSION BLOCK #4 10:00 am - 11:30 am	APA California 2017 Legislative Update	CM 1.5 LAW	-
	You Said WHAT? You Hear the Darndest Things at Public Hearings (Planning Commission and Board Session)	CM 1.5	-
	Solutions for 10 Million Feet: Pedestrian Improvement Prioritization at a Mega Scale	CM 1.5	-
	Women in Planning: Why We Matter	CM 1.5	-
	From Urban to Rural: Diverse Approaches to Cannabis Land Use Regulations	CM 1.5	-
	Taking it to the Streets: Participatory Planning Strategies for Transportation Projects	CM 1.5	-
	New Suburbanism: Changing the Way We Reinvest in California's Suburban Communities	CM 1.5	-
	Disaster Resiliency Planning for Rural Communities	CM 1.5	-
	Forging Partnerships for Successful Conservation Planning	CM 1.5	-
11:30 am - 1:00 pm	Opening Plenary and Keynote Luncheon - Darrell Steinberg, Mayor of City of Sacramento and Former President of the State Senate (Invited)	CM 1.0	-
SESSION BLOCK #5 1:15 pm - 2:45 pm	Strategies to Influence Public Policy (Planning Commission and Board Session)	CM 1.5	-
	Proven Tools and Techniques for Effective Engagement	CM 1.5	-
	Leadership in a Time of Rapid Change (California Planning Roundtable Session)	CM 1.5	-
	Retrofitting for Equity: Re-envisioning and Replanning Our Communities - Part A	CM 1.5	-
	Linking Geography: Adapting to Climate Change Through Watershed Health	CM 1.5	-
	Evolution of the Sacramento Railyards	CM 1.5	-
	SB 2: So You Think You Comply - An Assessment of the Good, the Bad, and the Ugly Strategies for Compliance	CM 1.5	-
	Successful Implementation on California's Working Waterfront	CM 1.5	-
	The Planner's Paradox: Exploring Ethical Advocacy (Section Directors Session)	CM 1.5 ETHICS	-
1:15 pm - 3:15 pm	Student Charrette Groups Meeting <i>Registration required.</i>		-
1:15 pm - 5:15 pm	Mobile Workshop #4 - The Missing Middle Housing Walking Tour: Documenting Medium Density, House-Scale Building Types <i>Meet at 1:00 pm in the J Street Lobby Additional \$35 fee applies.</i>	CM 4.0	-
	Mobile Workshop #5 - Placer County Winery & Brewery Tour: Seeking Land Use Compatibility in Emerging Rural Economic Development Trends <i>Meet at 1:00 pm in the J Street Lobby Additional \$75 fee applies. Wine tasting and appetizers included.</i>	CM 3.0	-
	Mobile Workshop #6 - Pedaling the American River Parkway: Discovering the Planning Tools of this Regional Asset. <i>Meet at 1:00 pm in the J Street Lobby Additional \$75 fee applies. Includes bike and helmet.</i>	CM 3.0	-

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1:15 pm - 5:15 pm	Mobile Workshop #7 - Exploring California's Hidden Region: The Sacramento-San Joaquin Delta. CM 4.0 <i>Additional \$75 fee applies. Includes wine tasting. Meet at 1:00 pm in the J Street Lobby</i>
	Mobile Workshop #8 - From Redevelopment to Promise Zone: Sacramento Housing and Redevelopment Agency's Continuing Path to Revitalize its Diverse Neighborhoods. CM 4.0 <i>Additional \$45 fee applies. Meet at 1:00 pm in the J Street Lobby</i>
	Mobile Workshop #9 - Public Art and Placemaking: Sacramento's Cultural Districts and Public Places. CM 3.0 <i>Additional \$35 fee applies. Meet at 1:00 pm in the J Street Lobby</i>
SESSION BLOCK #6 3:00 pm - 4:30 pm	What are They Thinking? How to Communicate Effectively to Your Boards and Commissions (<i>Planning Commission and Board Session</i>) CM 1.5 -
	Lean, Green, Park Planning Machine: Strategies for More Equitable Parks and Open Spaces CM 1.5 -
	Property Rights, Takings, Exactions, and More: A Legal and Practical Update for Planners CM 1.5 LAW -
	Retrofitting for Equity: Re-envisioning and Replanning Our Communities - Part B CM 1.5 -
	Planting Seeds for Rail Transit in the Cross Valley Corridor CM 1.5 -
	Sparking Health Partnerships, Funding, and Activism in the Toughest of Places CM 1.5 -
	Creating a Safe and Inclusive City for the LGBTQ Community CM 1.5 -
	Rolling Up Our Sleeves with Community Residents CM 1.5 -
	Creating a Culture of Inclusion and Diversity in the Workplace CM 1.5 -
3:00 pm - 4:30 pm	Planner Emeritus Network (PEN) Meeting -
3:30 pm - 4:30 pm	Student Charrette Presentations <i>Registration required</i> -
4:45 pm - 5:45 pm	APA California 2017 Awards Ceremony -
6:30 pm - 9:30 pm	Opening Reception and Student Poster Contest -

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7:00 am - 8:00 am	Continental Breakfast	-
7:00 am - 5:00 pm	Conference Attendee Registration	East Lobby
7:00 am - 5:00 pm	Exhibits Open	East Lobby
SESSION BLOCK #7 8:00 am - 9:30 am	SB 1000: Bringing Environmental Justice into the General Plan	CM 1.5
	How the "Bricks vs. Clicks" Battle Is Affecting Local Revenue Streams	CM 1.5
	Upping Our Game: Using Applied Research to Ensure Diverse Community Engagement and Increase Trust	CM 1.5
	Missing Middle Housing: Is Your Planning and Coding Preparing Your City for the 21st-Century Demand?	CM 1.5
	The Three E's of Agriculture: How Planning Can Support Sustainable Growth in the Food System	CM 1.5
	Station at the Heart of the City: Advancing the Sacramento Intermodal Facility by Reviving a Historic Landmark	CM 1.5
	Climate Justice for All: Connecting Climate Protection, Community Resilience, Local Economy, and Health Equity	CM 1.5
	Purposeful Strategic Thinking: Surviving and Thriving in a Charged Political Climate - Part A (California Planning Roundtable Session)	CM 1.5
	Using a Health in All Policies Approach to Planning	CM 1.5
8:00 am - 11:30 am	Mobile Workshop #10 - The Golden 1 Center of Sacramento: At the Convergence of Sustainability and Downtown Reinvestment <i>Additional \$35 fee applies. Meet at 7:45 am in the J Street Lobby</i>	CM 3.0
8:00 am - 12:00 pm	Mobile Workshop #11 - McClellan Air Force Base: Clean Up and Adaptive Reuse for Multiple Purposes. <i>Additional \$65 fee applies. Meet at 7:45 am in the J Street Lobby</i>	CM 4.0
	Mobile Workshop #12 - California's Atlantis: Carving a Jewel from the Inland Sea. <i>Additional \$60 fee applies. Meet at 7:45 am in the J Street Lobby</i>	CM 4.0
8:00 am - 1:00 pm	Mobile Workshop #13 - Discover Stockton: Using Transit, Complete Streets and Infill Development to Revitalize a Historic Downtown. <i>Additional \$75 fee applies. Tour includes lunch. Meet at 7:45 am in the J Street Lobby</i>	CM 4.0
	Mobile Workshop #14 - Emerging Urban Corridors in Downtown Sacramento. <i>Additional \$25 fee applies. Meet at 7:45 am in the J Street Lobby</i>	CM 4.0
SESSION BLOCK #8 9:45 am - 11:15 am	An Award Winning P3 Model: Local Soft-Infrastructure Financing in the Post-Redevelopment Era (<i>Planner Emeritus Network Session</i>)	CM 1.5
	2017 CEQA Update	CM 1.5 LAW
	Sacramento's Diversity Past and Future	CM 1.5
	Building Healthy Communities Through Cross-Sector Partnerships	CM 1.5
	Creating a Sustainable Agricultural Industry in an Era of Frequent Change	CM 1.5
	Collaborative Planning Through Capacity Building	CM 1.5
	The Journey and the Destination: How to Successfully Capitalize on Multimodal Connectivity	CM 1.5

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SESSION BLOCK #8 9:45 am - 11:15 am	Purposeful Strategic Thinking: Surviving and Thriving in a Charged Political Climate - Part B (California Planning Roundtable Session)	CM 1.5 -
	The Urban-Rural Divide is Not So Divided After All	CM 1.5 -
	Soapbox: The Next BIG IDEA	
	Joint Workshop of the Governor's Office of Planning and Research and Strategic Growth Council Comprehensive Update to the California Environmental Quality Act Guidelines	CM 1.5 -
11:30 am - 12:15 pm	California Planning Roundtable (CPR) Meeting	-
11:30 am - 1:00 pm	Lunch on Your Own	
11:30 am - 1:00 pm	Student Lunch with Young Planning Professionals <i>Ambrosia Café on K Street</i>	
11:30 am - 1:00 pm	Joint Workshop of the Governor's Office of Planning and Research and Strategic Growth Council Lunch Brown Bag on OPR's Climate Initiatives	CM 1.5 -
1:00 pm - 5:00 pm	Mobile Workshop #15 - The Sacramento Railyard Project: A Historic Site Making New History. <i>Additional \$35 fee applies. Meet at 12:45 pm in the J Street Lobby</i>	CM 4.0
	Mobile Workshop #16 - Historic Folsom: The Gold Country Gem <i>Additional \$50 fee applies. Meet at 12:45 pm in the J Street Lobby</i>	CM 4.0
	Mobile Workshop #17 - Welcome Home: Creating Safe, Affordable Places to Live in the Central City. <i>Additional \$35 fee applies. Meet at 12:45 pm in the J Street Lobby</i>	CM 4.0
	Mobile Workshop #18 - Lodi: Exploring the Wine Region of the Year and the City's Revitalized Downtown. <i>Additional \$75 fee applies. Includes wine tasting. Meet at 12:45 pm in the J Street Lobby</i>	CM 3.0
	Mobile Workshop #19 - Woodland: The Hidden Gem of the Valley <i>Additional \$45 fee applies. Meet at 12:45 pm in the J Street Lobby</i>	CM 4.0
SESSION BLOCK #9 1:15 pm - 2:45 pm	Land Use and Water: New Tools for Collaborating with Water Managers (Chapter President's Session)	CM 1.5 -
	Women in Planning: Making the Workplace Work for You	CM 1.5 -
	Land Use, Economic, and Cultural Strategies for Transformative Change	CM 1.5 -
	Of Sound Mind: Planning for Mental Health and Wellbeing	CM 1.5 -
	SB 743: Where Are We and What's Next?	CM 1.5 -
	The State of California Addresses the Housing Crisis: New Housing Incentives and Accountability for Local Government	CM 1.5 -
	Legalizing the Lemonade Stands: Working Together to Address the Benefits and Concerns Related to Urban Agriculture	CM 1.5 -
	whY-PLAN? Engaging Young People and Schools as Critical Actors in Building Healthy, Equitable, and Vibrant Communities	CM 1.5 -
	The Path to Stronger Communities: Vacaville's Rocky Hill Trail and the Value of Community Collaboration	CM 1.5 -
	Soapbox: The Next BIG IDEA	-
Joint Workshop of the Governor's Office of Planning and Research and Strategic Growth Council 2017 Update to OPR's General Plan Guidelines	CM 1.5 -	
2:45 pm - 3:15 pm	Joint Workshop of the Governor's Office of Planning and Research and Strategic Growth Council Break/Tool Highlight	-
	Afternoon Break	

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Mobile Workshops
 Student Sessions/Events
 Special Events
 Leadership Meetings



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2:45 pm - 3:15 pm	2017 Virginia Viado & Ted Holzem California Planning Foundation (CPF) Silent Auction Opens	-
SESSION BLOCK #10 3:15 pm - 4:45 pm	Environmental Justice and the General Plan: Advocacy and Implementation of SB 1000 (<i>California Planning Roundtable Session</i>)	CM 1.5 -
	2 Birds with 1 Stone: Complying with State Law Creates More Child Care and Relieves Zoning Headaches	CM 1.5 LAW -
	Engaging Youth Voices: Building Power through Art, Media and Design	CM 1.5 -
	Equitable Recovery After Disasters	CM 1.5 -
	Jedi CEQA: The Streamlining Force is with Me. I'm One with the Force	CM 1.5 LAW -
	Quality of Life and Vitality: The Ingredients to a Great Downtown	CM 1.5 -
	Rural Resourcefulness: Keeping the Countryside Connected When Budgets Are Tight	CM 1.5 -
	A Diversity of Funding Sources Improves Feasibility	CM 1.5 -
	Make No Little Plans: The Short History of Big Thinking and Big Plans in California (1960–1980)	CM 1.5 -
<i>Joint Workshop of the Governor's Office of Planning and Research and Strategic Growth Council Strategic Growth Council, California Climate Investment Funding</i>	CM 1.5	
4:30 pm - 6:00 pm	Students/Young Planners Scavenger Hunt	-
5:00 pm - 6:00 pm	Consultants' Reception	-
6:00 pm - 7:30 pm	2017 Virginia Viado & Ted Holzem California Planning Foundation (CPF) Reception and Live Auction	-

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7:00 am - 8:30 am	Continental Breakfast	-
8:00 am - 10:00 am	Exhibit Tear Down	East Lobby
SESSION BLOCK #11 8:30 am - 10:00 am	The State Strikes Back! Recent Development in Housing Law	CM 1.5 LAW -
	Survivor: Ethics Island!	CM 1.5 ETHICS -
	Designing Housing Solutions	CM 1.5 -
	Let's Get Real: Real Tools and Real Solutions for Really Effective Community Engagement	CM 1.5 -
	Health Management and the Built Environment: What the Post-Obamacare Landscape Means for 'Health Districts'	CM 1.5 -
	Tactical Urbanism	CM 1.5 -
	Implementing AB 52: Tribal Cultural Resources for Flood Protection Projects	CM 1.5 -
	Community Risk Reduction Plans: Scaling Up the HRA to the Plan-Level	CM 1.5 -
	California Planning in the Trump Era	CM 1.5 -
10:15 am - 12:00 pm	Closing Plenary - Carolyn Coleman, Executive Director, League of California Cities	CM 1.75 -
12:00 pm - 1:00 pm	California County Planning Directors Association (CCPDA) Meeting	-



Registration Rates & Requirement Information

ONLINE REGISTRATION IS OPEN!

Go here to register (<http://www.cvent.com/events/apa-california-2017-annual-conference/event-summary-5e0ec78339c146d3aa4fd81522e2c89b.aspx>).

If you have questions or require assistance please contact reg@hpnglobal.com (mailto:reg@hpnglobal.com).

- **Full conference** registration includes all sessions, meals and special events.
- **Single conference** registration includes all sessions, meals and special events for the day selected.
- **Student Rates:** By registering for this rate, you are certifying that you are currently enrolled full-time or graduating June 2017. *All sessions and events are included EXCEPT for the Opening Reception which is available for an additional fee of \$30.*
- Vegetarian meals available upon request. Select the vegetarian meal option during registration.
- Sorry, because the hotel purchases in bulk, vegan and other specialized meal options are not available.
- Accepted forms of payment: VISA, MasterCard, Check and Cash (on-site only)

FULL CONFERENCE RATES

Registration Type	Rate
Member (by June 24)	\$545
Member Standard (by August 25)	\$575
Member Late (by September 22)	\$650
Member On-Site (after September 22)	\$675
Non-Member Early (by June 24)	\$750
Non-Member Standard (by August 25)	\$800
Non-Member Late (by September 22)	\$850
Non-Member On-Site (after September 22)	\$875
Life Member Full or One Day	\$300
Student	\$150
Young Planner *	\$375
Speaker	\$450

ONE DAY RATES

Registration Type	Rate
Member (by August 25)	\$350
Member Late (by September 22)	\$400
Member On-Site (after September 22)	\$425
Non-Member (by August 25)	\$425
Non-Member Late (by September 22)	\$475
Non-Member On-Site (after September 22)	\$500
Student	\$50
Young Planner *	\$250
Speaker	\$300

SPECIAL EVENT EXTRA/GUEST TICKETS

Opening Reception	\$60
Opening Plenary and Keynote Lunch	\$50

APA Member: You will need to provide your six-digit APA or APA California Member ID number.

* **Young Planner:** To qualify you must not be out of school more than 6 years, be under 35 years of age and be enrolled in APA's **Early Career Program (ECP)** (<http://www.planning.org/earlycareer/>).

When registering as a member registration verification will be required:

1. If you are a National APA member but not a California Chapter member, please provide a copy of your latest dues renewal receipt to reg@hpnglobal.com (<mailto:reg@hpnglobal.com>) and reference that you need to be added to their database to register for the conference. You can obtain a copy of your latest receipt by logging into your *My APA* at www.planning.org (<http://www.planning.org>) or request a copy from billings@planning.org (<mailto:billings@planning.org>)
subject=Membership%20Payment%20Invoice%20Receipt%20Request&body=Please%20forward%20to%20me%20and%20copy%20reg%40hpnglobal.com%20a%
 - For information regarding a National APA membership, please contact billings@planning.org (<mailto:billings@planning.org>).
 - For information regarding a Chapter-Only membership, please contact Laura Murphy at nhe2011@live.com (<mailto:nhe2011@live.com>).
 2. **LIFE Member:** Must be a member for 25 years and minimum age 65.
 3. **STUDENTS:** By registering for this rate, you are certifying that you are currently enrolled full-time or graduated June 2017. Conference sessions only. Does not include Opening Reception event.
 - Non-member students currently enrolled full time qualify for the Student rates for one day or full conference. (Does not include Opening Reception)
 4. **YOUNG PLANNER:** To qualify you must not be out of school more than 6 years, be under 35 years of age and be enrolled in APA's **Early Career Program (ECP)** (<http://www.planning.org/earlycareer/>).
- **Get Reduced Conference Rates - Become a Member of APA** (<http://www.planning.org/join/>) / **APA California** (<http://www.apacalifornia.org/join/>). After becoming a member, send your confirmation notice with your name, address, phone number and member ID number to reg@hpnglobal.com (<mailto:reg@hpnglobal.com>) and request to be added to the member database in the registration portal.

If you have questions or require assistance please contact reg@hpnglobal.com (<mailto:reg@hpnglobal.com>).

Registration Form (http://www.apacalifornia-conference.org/docs/2017_Registration_3.pdf) - Secure eCheck option available through the online registration form. Use of the paper form is reserved for those who do not want to enter bank information online. Check payments only are accepted when using this form.

CANCELATION POLICY: To cancel your registration email reg@hpnglobal.com (<mailto:reg@hpnglobal.com>) by July 31, 2017. Cancellations receive a full refund less a \$50 administrative fee. No cancellations are permitted after July 31, 2017 but registrations can be transferred for a \$25 fee. To transfer registrations after July 31, 2017, please email reg@hpnglobal.com (<mailto:reg@hpnglobal.com>).

Tentative Schedule

For Attendees

For Presenters

For Exhibitors

TENTATIVE SCHEDULE OF EVENTS

As of May 26, 2017 (subject to change)

Wednesday, September 13

8:00 a.m. - 6:00 p.m.	Registration Open
9:00 - 11:00 a.m.	Policy Committees
9:00 - 11:00 a.m.	AB 1234 Ethics Training
8:30 a.m. - 1:00 p.m.	City Clerks Workshop
11:00 a.m. - 12:00 p.m.	Department Business Meetings
12:00 p.m. - 1:15 p.m.	Regional Division Lunches
12:45 - 1:15 p.m.	First Time Attendee Orientation
1:30 - 3:30 p.m.	Opening General Session - Keynote Address
3:45 - 5:00 p.m.	Education
5:00 - 7:00 p.m.	Grand Opening Expo Hall & Host City Reception (exhibitor exclusive; no competing events)
7:00 - 10:00 p.m.	CitiPAC Leadership Reception

Thursday, September 14

7:00 a.m. - 4:00 p.m.	Registration Open
8:15 - 9:30 a.m.	Education
9:00 a.m. - 4:00 p.m.	Expo Open
9:45 - 11:45 a.m.	General Session - Keynote Address
11:30 a.m. - 1:00 p.m.	Attendee Lunch in Expo Hall
1:00 - 2:15 p.m.	General Resolutions Committee
1:00 - 2:15 p.m.	Education
2:15 - 2:45 p.m.	Caucus Board Meetings
2:45 - 4:00 p.m.	Education
4:00 - 5:30 p.m.	Board of Directors Meeting

4:15 - 5:30 p.m.	Education
5:30 - Evening	Networking Receptions
Friday, September 15	
7:30 a.m. - 12:00 p.m.	Registration Open
7:30 - 9:15 a.m.	Regional Division Breakfasts
8:00 - 9:15 a.m.	Education
9:30 - 10:45 a.m.	Education
11:00 a.m. - 12:15 p.m.	Education
12:30 - 2:30 p.m.	Closing Luncheon with Voting Delegates & General Assembly

NOTE: Conference Registration is required to attend Department meetings, Division Meetings, and General Assembly/Annual Business Meeting as an attendee and/or Voting Delegate.

[Home](#) > [Education & Events](#) > [Annual Conference](#) > [For Attendees](#) > Registration

Tentative Schedule

For Attendees

For Presenters

For Exhibitors

Registration Includes:

- Admission to educational sessions as well as daily and nightly networking events
- Wednesday host city reception and Expo; Thursday lunch with exhibitors; Friday closing luncheon

Online Registration (credit card) - [Register Now](#)

Mail-in Registration (pay by check) - contact mdunn@cacities.org to request a registration form.

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations.

Full Conference Registration Fees

	Early Bird Before August 11	After August 11 and onsite
City Delegate		
Member City	\$ 525	\$ 575
Nonmember City	\$ 1525	\$ 1575
Public Official		
County/State	\$ 600	\$ 650
Partner/Exhibitor/All Others		
Company Representative	\$ 700	\$ 750

NOTE: Conference registration is required to attend department business meetings, Annual Conference general assembly and/or to be a voting delegate.

One-Day Registration

Early bird rates are not available for one-day registrations

City Delegate	
Member City	\$ 300
Nonmember City	\$ 1300
Public Official	
County/State	\$ 350
Partner/Exhibitor/All Others	
Company Representative	\$ 400

Optional Registration Add-ons (non-refundable)

City Clerks Workshop - \$150 member cities, \$300 non-member cities

Guest Registration - \$125

Guest rate is restricted to those who are not city/public officials, are not related to any Partner/Expo company, and would have no professional reason to attend for learning or business. Rate includes admission to the Expo and receptions only. Session seats are reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.

Onsite Badge Pick Up

Conference badges will be available at the registration desk in the Sacramento Convention Center.

Registration hours:

Wednesday, September 13 8:00 a.m. - 6:00 p.m.

Thursday, September 14 7:00 a.m. - 4:00 p.m.

Friday, September 15 7:30 - 10:00 a.m.



Questions or special needs?

Contact our conference registrar at mdunn@cacities.org before Wednesday, August 23.

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to the League of California Cities, Conference Registration, 1400 K Street, Sacramento, CA, 95814 or mdunn@cacities.org and received before 5:00 p.m. on Wednesday, August 23. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration. Please note, sharing of registration is prohibited.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

RE: PLANNING COMMISSION REVIEW OF “ROADWAY” PROJECTS

DATE: JULY 18, 2017

SUMMARY

The Council may consider a request from the Planning Commission to be granted the authority to provide review and prioritization recommendations to the City Council regarding certain “roadway” improvement projects.

DISCUSSION

Since December of 2016 the Planning Commission has been discussing the potential for the Planning Commission to provide an additional level of review and recommendations for the City Council to assist in prioritizing roadway improvement projects in the City’s Capital Improvement projects list.

At the May 18, 2017 Planning Commission meeting, the Commission directed staff to draft a letter to the Council recommending that the Planning Commission be granted the authority to provide review and prioritization recommendations to the City Council regarding certain “roadway” improvement projects (e.g. intersection improvements, roadway repairs, curb, gutter and sidewalk installations, etc.). The letter was reviewed and approved to be forwarded to the City Council at the June 22, 2017, Planning Commission meeting. Review would take the form of the Planning Commission’s analysis of the “roadway” specific projects in the City’s Capital Improvement projects list and forwarding a prioritization of the projects list to the City Council for recommendations of where monies should be first allocated when available. Review and comments would not occur for storm drains, sewer, and other utilities.

FISCAL IMPACT

Staff time for facilitating the Planning Commission’s review/comments and presenting the recommendations to the City Council.

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

A – Letter from the Planning Commission



City of Oroville

PLANNING COMMISSION

Damon Robison
CHAIR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2433 FAX (530) 538-2468
www.cityoforoville.org

June 22, 2017

Oroville City Council
1735 Montgomery Street
Oroville, California 95965

RE: PLANNING COMMISSION REVIEW OF "ROADWAY" IMPROVEMENT PROJECTS

Dear Mayor and Council Members:

The Planning Commission respectfully requests the City Council consider granting the authorization to the Planning Commission to provide review and prioritization recommendations to the City Council regarding certain "roadway" improvement projects (e.g. intersection improvements, roadway repairs, curb, gutter and sidewalk installations, etc.). The review would take the form of the Planning Commission's analysis of the "roadway" specific projects in the City's Capital Improvement projects list and forwarding a prioritization of the projects list to the City Council for recommendations of where monies should be first allocated when available. Project reviews would not occur for storm drains, sewer, and other utilities. The Commission believes that additional review with a focus on impacts relating to land use will help provide valuable input in facilitating the Council's decision on prioritization of funding for roadway improvement projects.

We thank you for your consideration.

Chairperson Damon Robison

Vice-Chair Carl Durling

Commissioner Adonna Brand

The image shows three handwritten signatures in blue ink, each written over a horizontal line. The first signature is for Damon Robison, the second for Carl Durling, and the third for Adonna Brand.

Commissioner Randy Chapman



Commissioner Wyatt Jenkins



Commissioner Michael Britton



Commissioner Justin McDavitt



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD L. RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES
PROGRAM – AFFORDABLE FAMILY HOUSING DEVELOPMENT**

DATE: JULY 18, 2017

SUMMARY

The Council may discuss and consider applying for the 2016-2017 Affordable Housing and Sustainable Communities (AHSC) Program to develop a 70-unit affordable family housing project north of the Starbucks/Panda Express development in partnership with Jamboree Housing Corporation.

BACKGROUND

On January 13, 2016, City staff and Council Members visited West Gateway Place, an under-construction housing development in West Sacramento, for which Jamboree Housing Corporation is the developer. The project in West Sacramento is 77 residential units with transportation related improvements in the Washington District near the Tower Bridge. The project is partially funded through the AHSC Program.

On June 14, 2016, the City Council authorized the submission of an application for the 2015-2016 AHSC Program to develop a 70-unit affordable family housing project north of the Starbucks/Panda Express development in partnership with Jamboree Housing. Due to a typo within the NEPA environmental documentation, the application was denied by the Department of Housing and Community Development (HCD).

On July 17 & 18, 2017, staff and City Council members returned to West Gateway Place, following its completion in the fall of 2016, to tour the West Gateway Place affordable housing project as it is now 100% leased.

The AHSC Program furthers the purposes of AB 32 and SB 375 by investing in projects that reduce greenhouse gas (GHG) emissions by supporting more compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development. Funding for the AHSC Program is provided from the Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds. The AHSC Program is administered by the Strategic Growth Council (SGC). The HCD implements the transportation, housing and

infrastructure component of the AHSC Program.

Regional Housing Needs Allocation

The City’s Housing Element of the General Plan, adopted by the Council on June 3, 2014, is an element of the General Plan required for all cities and counties in the State of California to affirmatively further affordable housing opportunities within their respective jurisdictions. The Statutory Overview of the Housing Element specifies that “principal requirements of California Land Use Law include: adoption of Housing Elements as part of each community’s General Plan; inducements to provide affordable housing through density bonuses and secondary dwellings; limitations on local land use authority to deny affordable projects or impose conditional use requirements on multifamily housing; and prohibitions on down zoning or imposition of development standards that prevent attainment of Housing Element goals.”

As part of the Housing Needs Assessment (Chapter 2), the city’s projected housing growth needs based on the latest Regional Housing Needs Assessment (RHNA) are examined. The Regional Housing Needs Plan (RHNP) was adopted by the Butte County Association of Governments (BCAG) in 2013 and covers the projection period of January 2014 to June 2022. The City of Oroville’s total housing growth need during the 2014-2022 projection period is 1,793 units. This total is distributed by income category as follows:

Very Low*	Low	Moderate	Above Moderate	Total
419**	284	306	784	1,793
23%	16%	17%	44%	100%

*Includes the Extremely-Low Category

**210 of these are assumed to be extremely-low units

Oroville’s Land Use Provisions

At the June 2, 2009 City Council meeting, the Council adopted the 2030 General Plan and certified the accompanying Environmental Impact Report, approving a General Plan land use designation for the project site of Mixed Use. At this time, no updates were made to the City’s Zoning designations, creating an inconsistency between the City’s Zoning and General Plan land use designations for numerous sites/parcels throughout the City. Section 65860 of the California Government Code requires consistency in a city’s zoning ordinance and general plan. Although not applicable to charter cities with a population of less than 2,000,000, inconsistencies between a zoning ordinance and adopted general plan is bad practice. Thus, on March 31, 2015, the City Council approved the items, collectively known as the “Sustainable Code Updates,” which included an amendment to the City’s zoning land use designations for consistency with the 2009 General Plan. This update included assigning the current Corridor Mixed Use (MXC) zoning designation to the project site.

The City’s Zoning Ordinance defines the intent of MXC districts is “to provide

opportunities for people to live near retail sales and service activities along Oroville's major thoroughfares" (Section 17.32.110). In the Vision Statement of the 2030 General Plan, it is stated that "Oroville Dam Boulevard, Olive Highway, Ophir Road and Grand Avenue will be vibrant mixed-use corridors, allowing more people to live close to their jobs and other services that will be available along these roadways." Additionally, the General Plan definition for Mixed Use states that "this designation applies to urban areas with major roads, adequate infrastructure and amenities to support higher densities, such as: townhomes, garden apartments, apartments and condominiums would typically be found in this designation." Thus, this project is in compliance with its existing Zoning and General Plan land use designations.

Senate Bill ("SB") 341

SB 341 enacted several new requirements in 2013. SB 341 requires funds received from the Successor Agency for items listed on the Recognized Obligation Payment Schedule (ROPS) to be expended to meet the enforceable obligations. The bill requires the housing successor to expend all other funds in the Low and Moderate Income Housing Asset Fund for the development of housing affordable to and occupied by households earning 80% or less of the area median income, with at least 30% of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30% or less of the area median. If the housing successor fails to comply with the extremely low income requirement in any five-year compliance period, currently June 1, 2014 – June 30, 2019, then the housing successor shall ensure that at least 50% of these remaining funds expended in each fiscal year following the latest fiscal year following the five-year report are expended for the development of rental housing affordable to, and occupied by, households earning 30% or less of the area median income until the housing successor demonstrates compliance with the extremely low income requirement in an annual report required to be submitted to the State.

Other Projects

Soon after completion of the Orange Tree Senior Apartments, on July 7, 2015, the Oroville Successor Agency approved an appropriation of funds to the Business Assistance and Housing Development Department to apply for supplemental funding for the development of Sierra Heights Senior Apartments, an affordable senior rental housing project. The Sierra Heights Senior Apartments will be a 52-unit senior apartment community designed to meet the overflow of seniors looking for affordable housing in the Oroville area. With that said, following the successful completion of the Orange Tree Senior Apartments, the potential development of the Sierra Heights Senior Apartments and Jamboree Housing affordable housing project; the potential for an Affordable Veteran Housing development would be the next project prospect.

DISCUSSION

On June 5, 2017, the California Strategic Growth Council released the Final Draft of the 2016-2017 AHSC Program Guidelines and the Notice of Funds Available (NOFA) and application release date is expected to occur on October 2, 2017. Staff is recommending moving forward with the preparation and application submittal in partnership with Jamboree Housing Corporation in updating the former application for the affordable family housing project north of the Starbucks/Panda Express development when the 2016-2017 AHSC NOFA is released

The proposal would consist of a 70-unit project (Attachment B). In order to have a competitive application for the AHSC Program, staff is proposing an expenditure of approximately \$500,000 from existing traffic impact fees that have been collected for the installation of sustainable transportation infrastructure as identified in the Feather River Boulevard Revitalization Plan, adopted by the City Council on December 3, 2013 (**Attachments C**). Additionally, the City would purchase the project site from Valley Star Partners, LLC, developer of the Starbucks/Panda Express, and transfer to the Jamboree Housing Corporation (per the attached Agreement).

FISCAL IMPACT

The City's requested contributions for a competitive grant application are as follows:

1. Draft Agreement attached; and
2. An expenditure of approximately \$500,000, from existing traffic impact fees that have been collected (Account #: 108- 5026-8040), for new curb/gutter/sidewalk, bike lanes, sidewalks improvements, landscaping, and other multi-modal transportation infrastructure on the east side of Feather River Boulevard from Oro Dam Boulevard to Montgomery Street

RECOMMENDATIONS

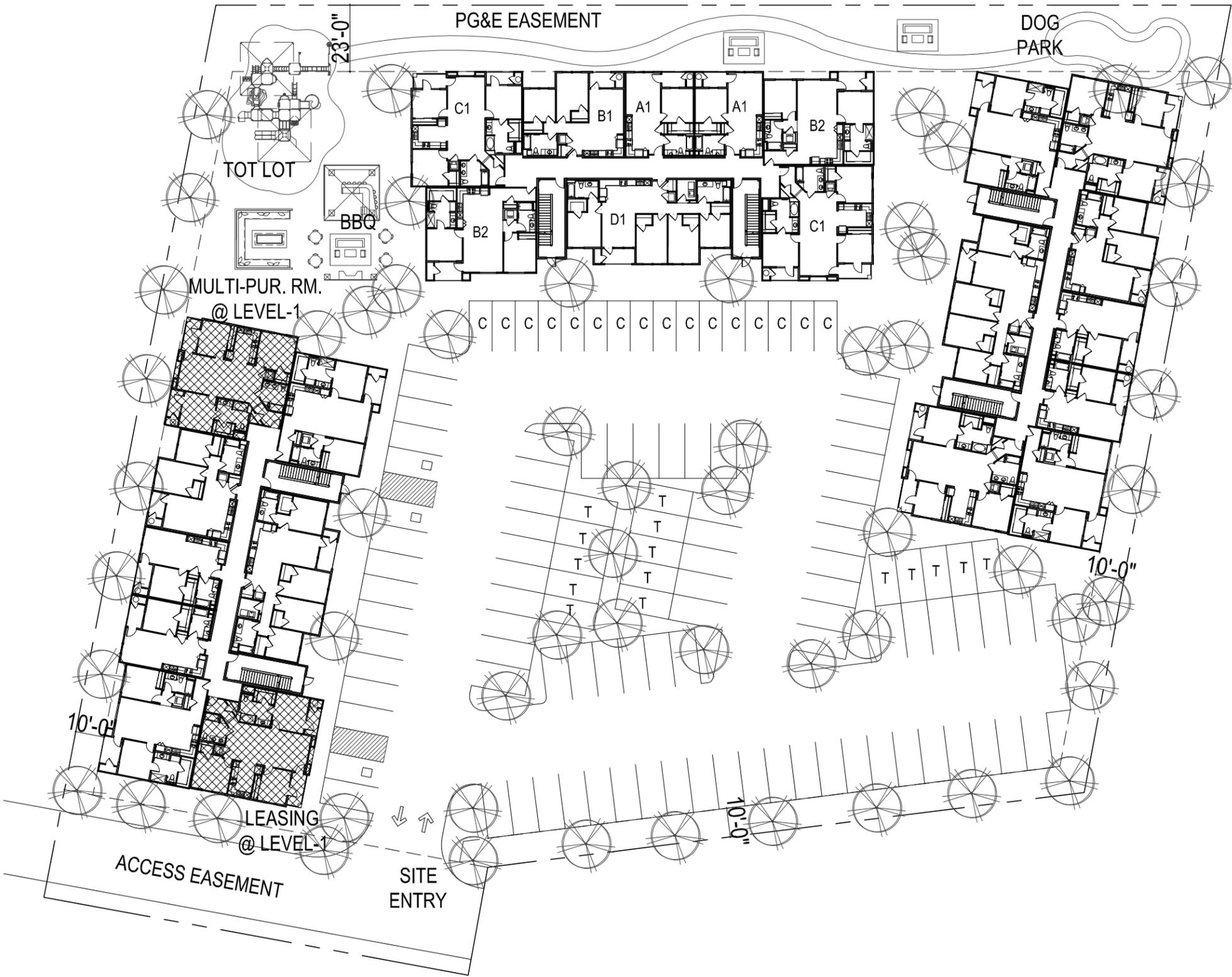
Adopt Resolution No. 8630 - **A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING VARIOUS FUNDING RELATED ACTIONS FOR AN AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM GRANT APPLICATION INCLUDING AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN OPTION AGREEMENT WITH VALLEY STAR PARTNERS, LLC FOR THE PURCHASE OF THE PROPERTY IDENTIFIED AS 2355 FEATHER RIVER BOULEVARD (APN: 035-030-099) - (Agreement No .3227).**

Adopt Resolution No. 8631 – **A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT WITH JAMBOREE HOUSING CORPORATION MUTUALLY AGREEING TO ENTER INTO NEGOTIATIONS CONCERNING THE PROPOSED HOUSING DEVELOPMENT PROJECT SHOULD THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM GRANT BE AWARDED**

(Agreement No. 3228)

ATTACHMENTS

- A – Preliminary Site Plan
- B – Parcel Map
- C – Infrastructure Improvements on Feather River Boulevard
- D – Development Impact Fees (Preliminary)
- E – Resolution No. 8630
- F – Agreement No. 3227 (Option Agreement)
- G – Resolution No. 8631
- H – Exclusive Negotiating Agreement No. 3228



SITE SUMMARY:

GROSS SITE AREA: 2.46 (+/- AC)
 TOTAL RES. UNITS: 70 UNITS
 (3-STORY BUILDING)
 GROSS DENSITY: 28.5 (DU/AC)
 LEASING: 1,470 SF
 MULTI PUR. RM: 1,470 SF

		NET S.F.
1-BEDROOM:	18 UNITS 25.7%	654 S.F.
2-BEDROOM:	27 UNITS 38.6%	930/ 1,103 S.F.
3-BEDROOM:	16 UNITS 22.9%	1,353 S.F.
4-BEDROOM:	9 UNITS 12.8%	1,517 S.F.

TOTAL 70 UNITS

PARKING REQ:
 PER CODE: 114 SPACES

PARKING PROV.:
 SURFACE: 114 SPACES
 (INCLUDING 16 COMP. & 15 TANDEMS)



OROVILLE APARTMENTS
JAMBOREE HOUSING

03/03/2016 OROVILLE, CA HPA# 16154



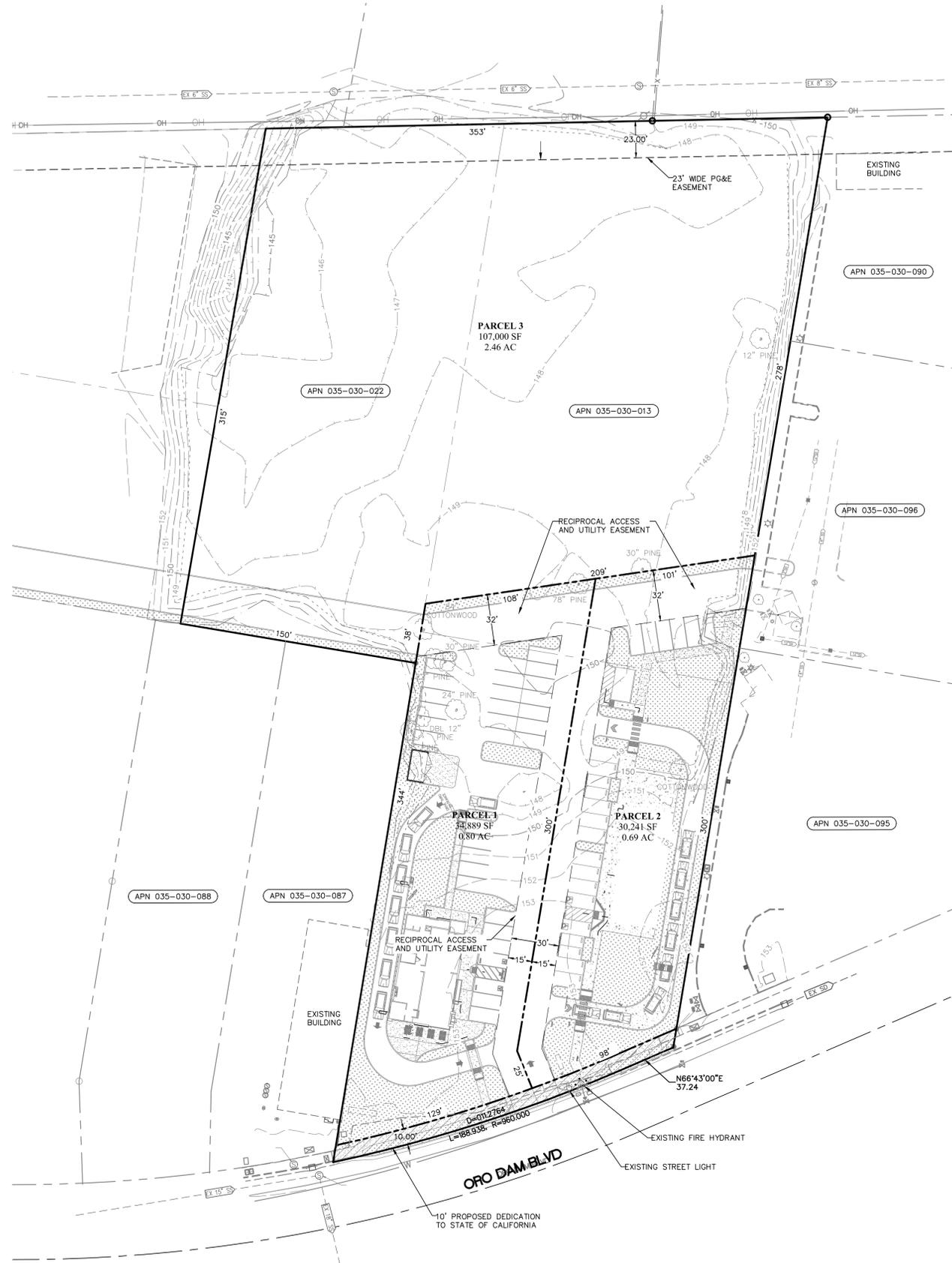
HUMPHREYS & PARTNERS ARCHITECTS, L.P.

5339 ALPHA ROAD - SUITE 300 - DALLAS, TEXAS 75240 - (972) 701-9639 - (972) 701-9639 FAX
 DALLAS - CHICAGO - NEW ORLEANS - NEW YORK - NEWPORT BEACH - ORLANDO
 SAN RAMON - SCOTTSDALE - EDMONTON - TORONTO - MONTEVIDEO
 www.humphreys.com

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 Architectural conceptual site plans are for feasibility purpose only. Revisions may occur due to further investigation from regulatory authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to surveys and civil drawings for technical information and measurements.



SCALE 1"=40'

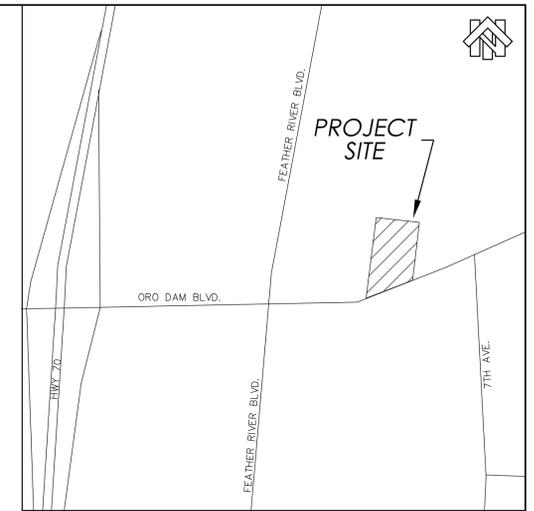


NOTES

- OWNER: VALLEY STAR PARTNERS, LLC.
837 JEFFERSON BLVD.
WEST SACRAMENTO, CA 95691
- DEVELOPER: ENGSTROM PROPERTIES, INC.
837 JEFFERSON BLVD.
WEST SACRAMENTO, CA 95691
- PROJECT SURVEYOR: NORTHSTAR ENGINEERING, MIKE L. MAYS PLS 6967
- ZONING: C-2 INTENSIVE COMMERCIAL
- GENERAL PLAN: MIXED USE
- LAND USE: EXISTING - VACANT
PROPOSED - COMMERCIAL
- SEWAGE: CITY OF OROVILLE / S.C.O.R.
- STORM DRAINAGE: ON-SITE QUALITY/QUANTITY MITIGATION (INFILTRATION TRENCHES)
- WATER: CALIFORNIA WATER SERVICE
- POWER: PG&E
- TELEPHONE: AT&T
- CABLE TV: COMCAST
- THERE ARE NO EXISTING STRUCTURES, WELLS OR SEPTIC SYSTEMS ON THE SITE.
- GRADING: ALL LOTS WILL BE GRADED TO DRAIN TOWARDS THE INTERIOR PARKING/ACCESS AREAS.
- CONTOUR INTERVALS = 1'
- EXCEPTION FROM CITY DESIGN STANDARDS:
 - DEPTH TO WIDTH RATIO: PARCELS 1 AND 2 EXCEED THE 3:1 DEPTH TO WIDTH RATIO. THE PROPOSED PARCEL DESIGN BEST FITS THE COMMERCIAL DEVELOPMENT PLAN. A RECIPROCAL ACCESS EASEMENT WILL BE ESTABLISHED TO ENSURE ACCESS TO ALL PARCELS. FUTURE DEVELOPMENT OF PARCEL 3 SHALL BE SUBJECT TO ACQUIRING ACCESS TO AND FROM FEATHER RIVER BOULEVARD.
 - LOT FRONTAGE: PARCEL 3 DOES NOT FRONT ON A PUBLIC OR PRIVATE STREET. THE PROPOSED PARCEL DESIGN BEST FITS THE COMMERCIAL DEVELOPMENT PLAN. A RECIPROCAL ACCESS EASEMENT WILL BE ESTABLISHED TO ENSURE ACCESS TO ALL PARCELS. FUTURE DEVELOPMENT OF PARCEL 3 SHALL BE SUBJECT TO ACQUIRING ACCESS TO AND FROM FEATHER RIVER BOULEVARD.

AREAS

TOTAL AREA = 3.95 ACRES
 NUMBER OF PROPOSED LOTS = 3 COMMERCIAL
 RANGE OF COMMERCIAL LOT AREAS = 30,241 SF TO 107,000 SF
 AVERAGE COMMERCIAL LOT SIZE = 57,354 SF +/-
 PROPOSED DENSITY = 1.32 LOTS/ACRE
 PROPOSED DEDICATION = 0.05 ACRES



LOCATION MAP

LEGEND

- FOUND MONUMENT
- EXISTING WATER METER
- EXISTING POWER POLE
- EXISTING STORM DRAIN INLET
- EXISTING IRRIGATION VALVE
- EXISTING WATER VALVE
- EXISTING SIGN
- EXISTING STREET LIGHT
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING TREE (xx" IN SIZE)
- 150 --- EXISTING GROUND CONTOURS
- - - - - EX 12" SS --- EXISTING UNDERGROUND STORM DRAIN LINE
- - - - - EX 18" SS --- EXISTING UNDERGROUND SEWER LINE
- - - - - OH --- EXISTING OVERHEAD POWER LINES
- - - - - X --- EXISTING FENCE LINE
- - - - - --- EXISTING EDGE OF PAVEMENT
- - - - - --- EXISTING EASEMENT
- - - - - --- EXISTING PROPERTY LINE FOR SURROUNDING PARCELS
- --- PROPERTY BOUNDARY
- - - - - --- PROPOSED PROPERTY LINE
- - - - - --- PROPOSED EASEMENT
- APN 035-030-096 --- ASSESSORS PARCEL NUMBER

TENTATIVE PARCEL MAP FOR VALLEY STAR PARTNERS, LLC.

A PORTION OF LOT 1 AND ALL OF LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF SEEM INDUSTRIAL TRACT", AS SHOWN IN BOOK 17 OF MAPS, AT PAGES 33 AND 34

CITY OF OROVILLE
 COUNTY OF BUTTE STATE OF CALIFORNIA

NorthStar
ENGINEERING
 Civil - Surveying - Environmental - GIS

111 MISSION RANCH BLVD, SUITE 100
 CHICO, CALIFORNIA 95926
 PHONE: (530) 893-1600 FAX: (530) 893-2113
 www.northstareng.com

NORTHSTAR ENGINEERING,
 ROBIN L. KAMPMANN RCE 73943

NORTHSTAR ENGINEERING,
 MIKE L. MAYS PLS 6967



Existing Landscape



MATCHLINE - SEE PLAN VIEW, BELOW



MATCHLINE - SEE PLAN VIEW, ABOVE

Figure 14 identifies existing landscape in the project area. Existing landscape primarily consists of parkway planters and singular tree planters, or tree wells. Parkway strips are on average four-foot wide and include sporadic street trees and sparse ground cover or shrub plantings. As shown in the Design Elements section of this Revitalization Plan, additional street trees are proposed in a center median planter and between existing trees along the City Right of Way. Additional landscape will also be acquired through street frontage of future development along the Feather River Boulevard according to City Development Code.

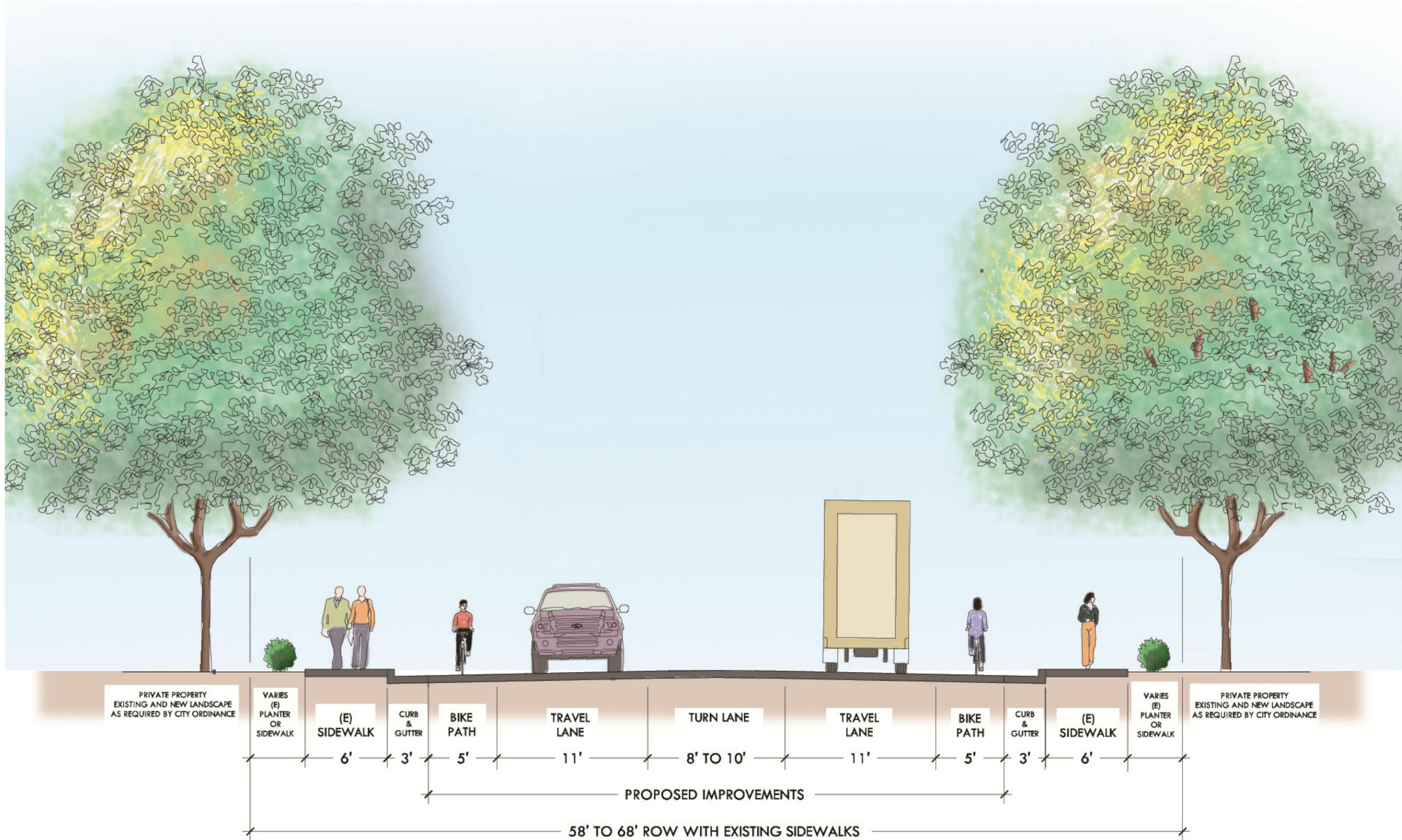


Figure 15 – Street Section without Landscape Median

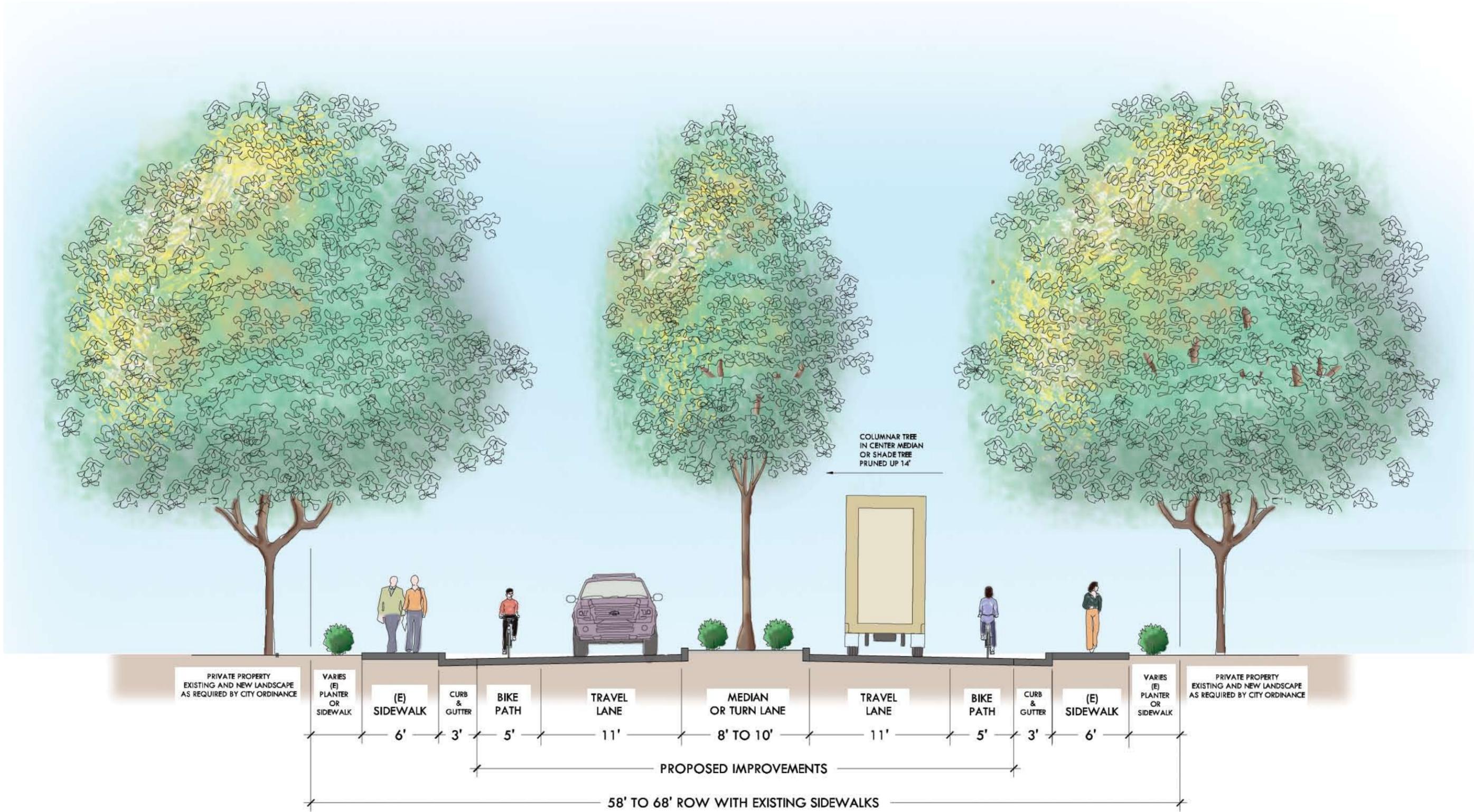


Figure 16 - Street Section with Landscape Median

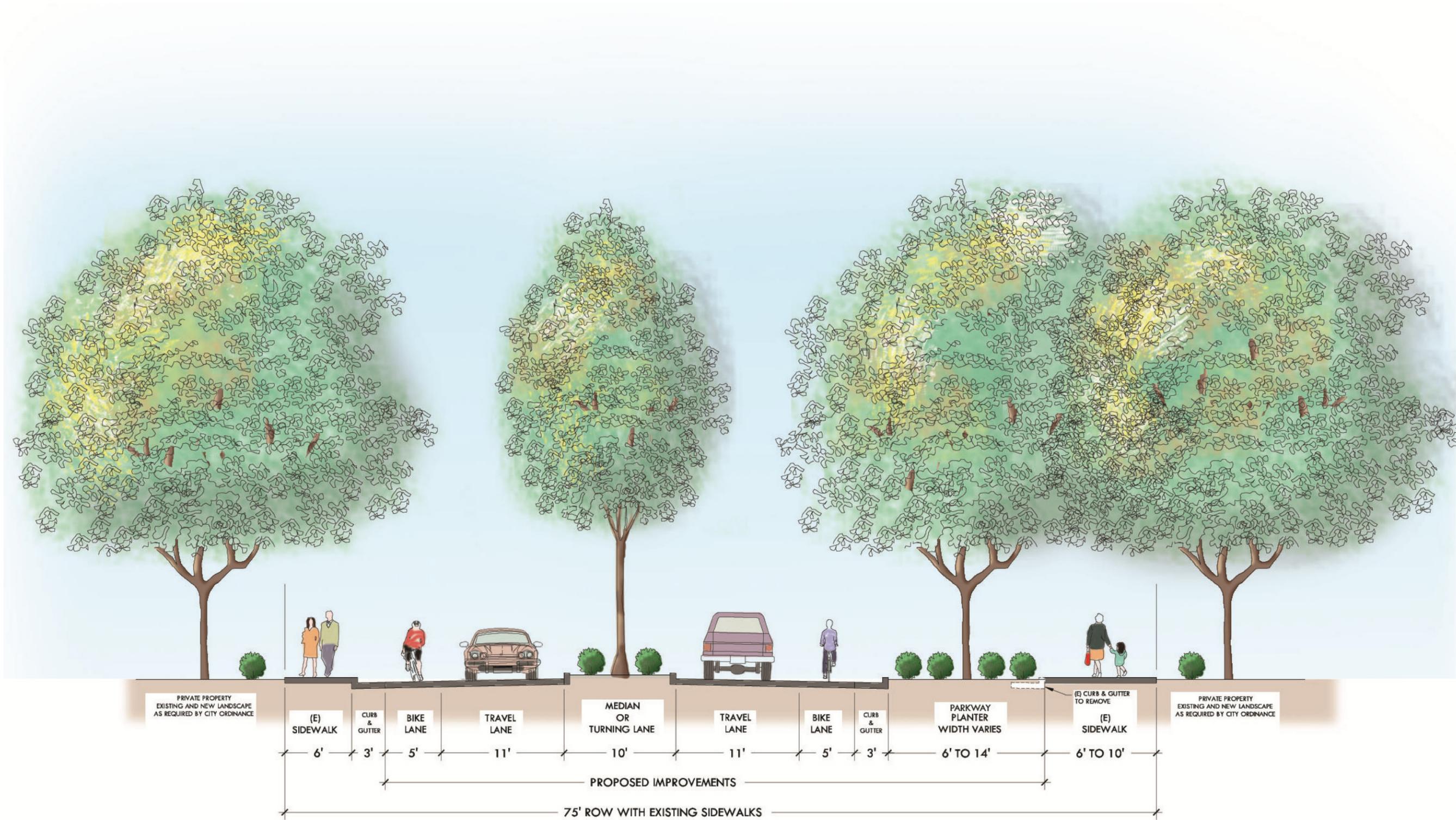
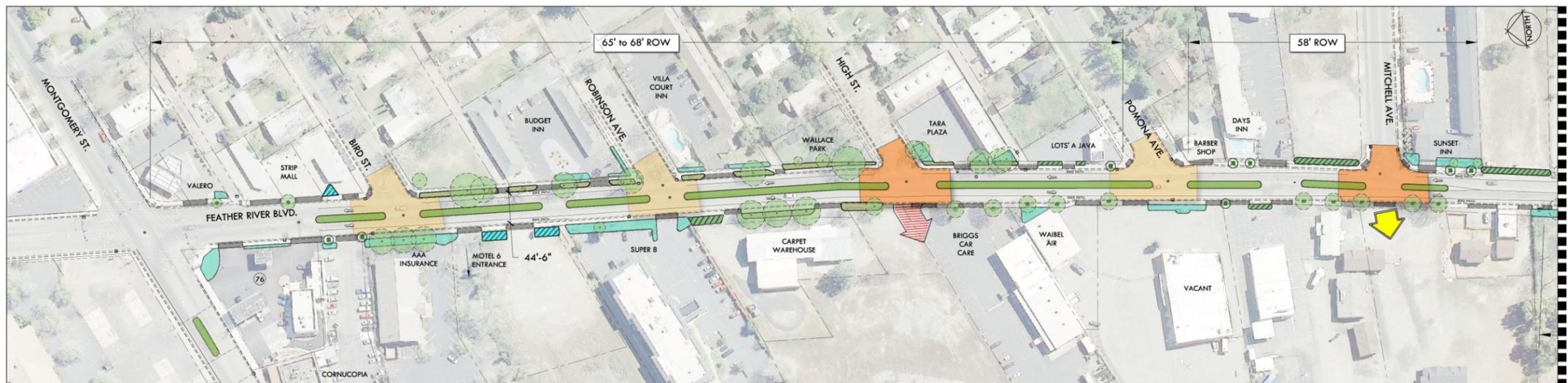
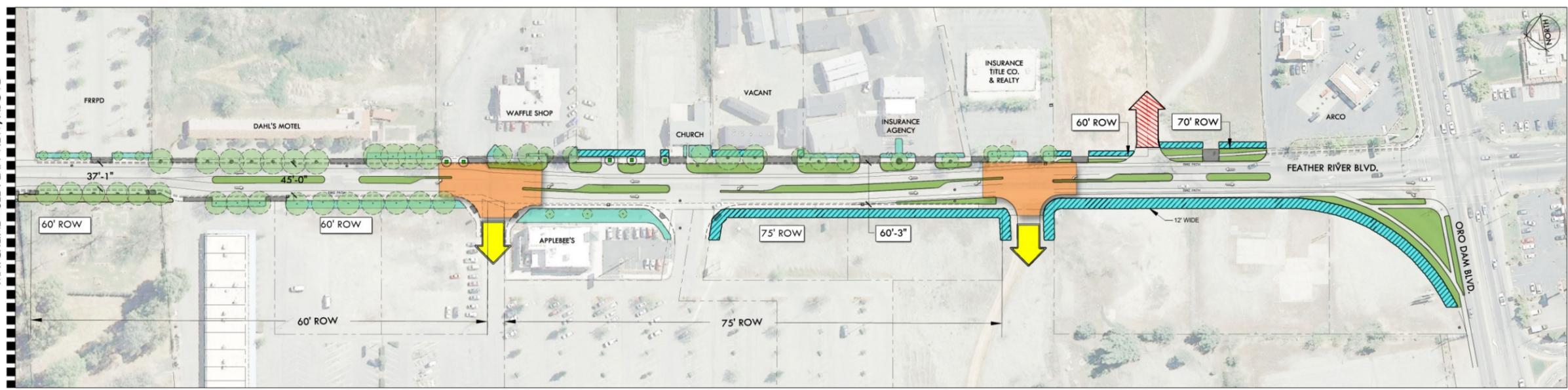


Figure 17 – Street section at 75' Right of Way with Landscape median and Parkway Planter



MATCHLINE - SEE PLAN VIEW, BELOW

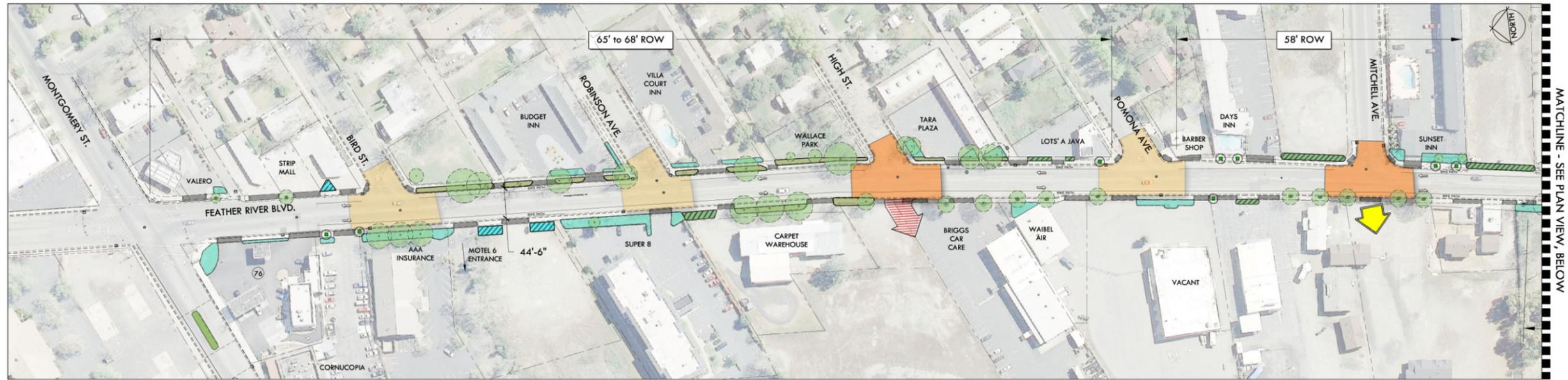


MATCHLINE - SEE PLAN VIEW, ABOVE

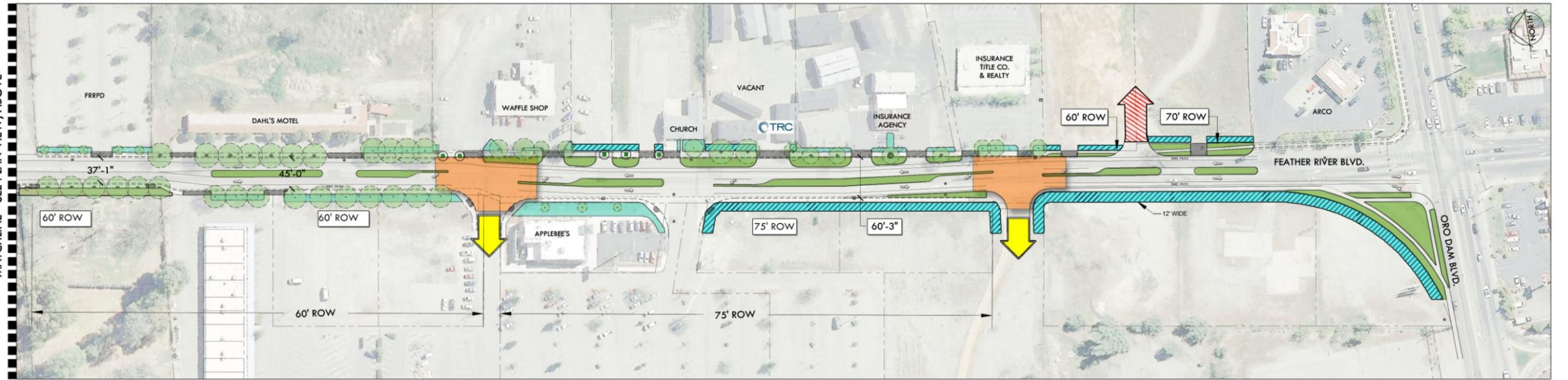
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	CONTROLLED INTERSECTION OPTIONS - STOP SIGN, SIGNAL, OR TRAFFIC CIRCLE (MINI ROUNDABOUT ON MITCHELL AVE OPTION ONLY)		SITE ACCESS		PROPERTY LINE		EXISTING CITY R.O.W. LANDSCAPE
	SIDE STREET STOP CONTROL		PROPOSED PROPERTY ACCESS EASEMENT PROVIDE FUTURE ACCESS TO PROPERTIES ALONG HIGHWAY 70		EXISTING CURB, GUTTER AND SIDEWALK		PROPOSED CITY R.O.W. LANDSCAPE
					EXISTING DRIVEWAYS		FUTURE CITY R.O.W. LANDSCAPE REQUIRED BY CITY IF DEVELOPED SEE ORO. MUNICIPAL CODE, CHAPTER 26-13.050
					EXISTING TREE		EXISTING PRIVATE PROPERTY LANDSCAPE
					PROPOSED NEW TREE PLANTER		FUTURE PRIVATE PROPERTY LANDSCAPE REQUIRED BY CITY IF DEVELOPED SEE ORO. MUNICIPAL CODE, CHAPTER 26-13.050



Figure 18 – Option 1 Streetscape Concept with Landscape Median Along Most of Feather River Blvd.



MATCHLINE - SEE PLAN VIEW, BELOW

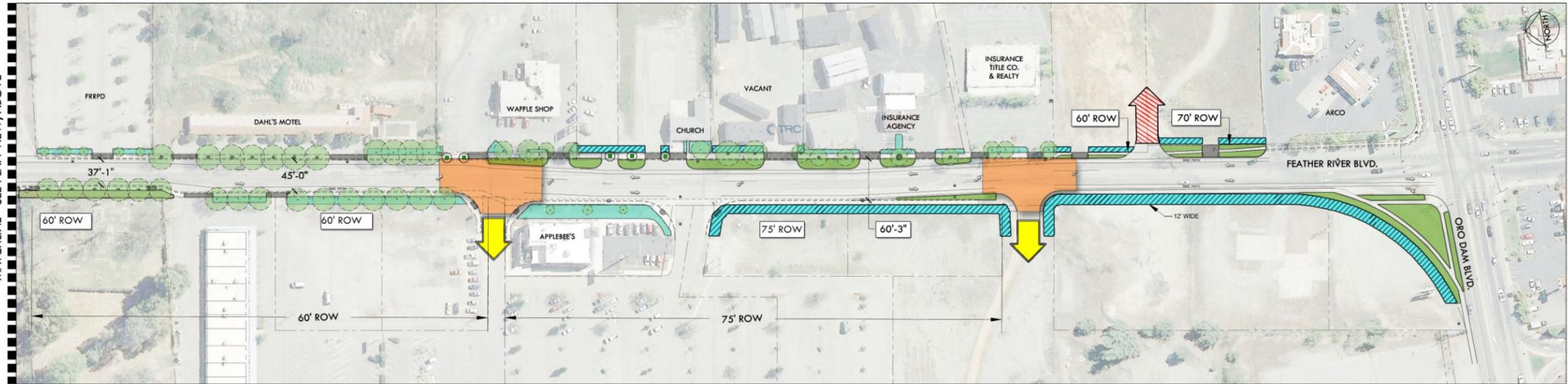
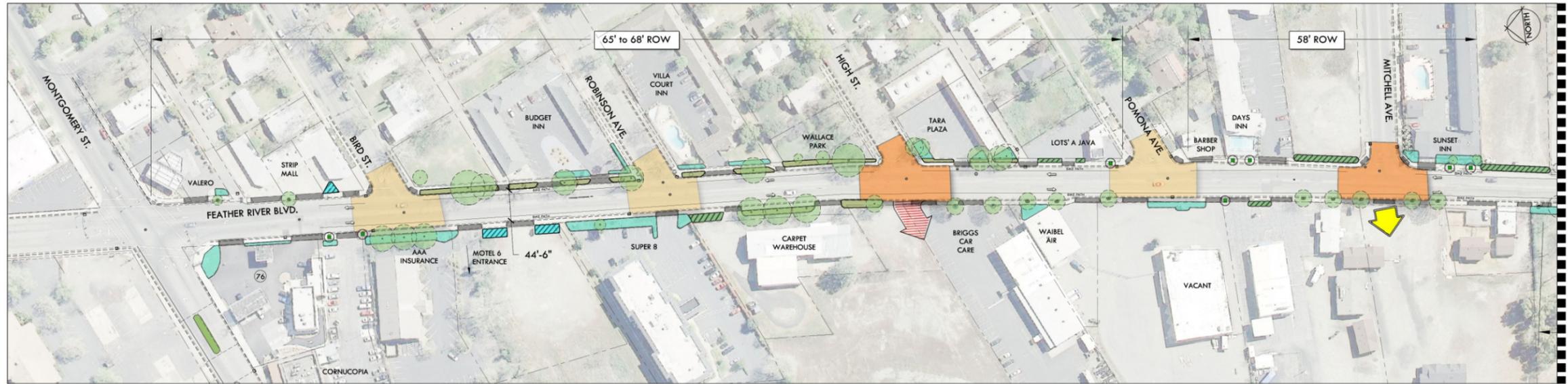


MATCHLINE - SEE PLAN VIEW, ABOVE

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	CONTROLLED INTERSECTION OPTIONS - STOP SIGN, SIGNAL, OR TRAFFIC CIRCLE (MINI ROUNDABOUT ON MITCHELL AVE OPTION ONLY)		SITE ACCESS		PROPERTY LINE		EXISTING CITY R.O.W. LANDSCAPE
	SIDE STREET STOP CONTROL		PROPOSED PROPERTY ACCESS EASEMENT PROVIDE FUTURE ACCESS TO PROPERTIES ALONG HIGHWAY 70		EXISTING CURB, GUTTER AND SIDEWALK		PROPOSED CITY R.O.W. LANDSCAPE
					EXISTING DRIVEWAYS		FUTURE CITY R.O.W. LANDSCAPE REQUIRED BY CITY IF DEVELOPED SEE ORO MUNICIPAL CODE, CHAPTER 26-13.050
					EXISTING TREE		EXISTING PRIVATE PROPERTY LANDSCAPE
					PROPOSED NEW TREE PLANTER		FUTURE PRIVATE PROPERTY LANDSCAPE REQUIRED BY CITY IF DEVELOPED SEE ORO MUNICIPAL CODE, CHAPTER 26-13.050



Figure 19 – Option 2 Streetscape Concept – No Median Between Montgomery Street and Mitchell Ave.



SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	CONTROLLED INTERSECTION OPTIONS - STOP SIGN, SIGNAL, OR TRAFFIC CIRCLE (MINI ROUNDABOUT ON MITCHELL AVE OPTION ONLY)		SITE ACCESS		PROPERTY LINE		EXISTING CITY R.O.W. LANDSCAPE
	SIDE STREET STOP CONTROL		PROPOSED PROPERTY ACCESS EASEMENT PROVIDE FUTURE ACCESS TO PROPERTIES ALONG HIGHWAY 70		EXISTING CURB, GUTTER AND SIDEWALK		PROPOSED CITY R.O.W. LANDSCAPE
					EXISTING DRIVEWAYS		FUTURE CITY R.O.W. LANDSCAPE REQUIRED BY CITY IF DEVELOPED SEE ORO MUNICIPAL CODE, CHAPTER 26-13.050
					EXISTING TREE		EXISTING PRIVATE PROPERTY LANDSCAPE
					PROPOSED NEW TREE PLANTER		FUTURE PRIVATE PROPERTY LANDSCAPE REQUIRED BY CITY IF DEVELOPED SEE ORO MUNICIPAL CODE, CHAPTER 26-13.050



Figure 20 – Option 3 Streetscape Concept – No Medians

**CITY OF OROVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
PERMIT FEE ESTIMATE**

DATE: 2/26/2016 PARTY REQUESTING ESTIMATE: Don Rust

LOCATION OF PROPOSED CONSTRUCTION PROJECT: _____

ASSESSOR'S PARCEL NUMBER (APN): _____

TOTAL CONSTRUCTION VALUE: \$7,020,450.00 - 70 units (65,000 x 103.42 sf. & Commun. Rm. 2,500 x 119.26 sf.)
(Valuation based on information given from requesting party and/or from standard cost per sq. ft. values per the current International Code Council Schedule)

BUILDING PERMIT FEES

BUILDING

Permit Issuance Fee	\$ 15.00
Permit Fee (based on value)	\$ 20,348.00
Building Plan Check Fee (65%)	\$ 13,226.20
Title 24 Energy Plan Review Fee (10% of permit fee)	\$ 2,034.80
CALGreen Plan Review (15% of permit fee)	\$ 3,052.20
Disable Access Plan Review (15% of permit fee)	\$ 3,052.20
Geotechnical Review Fee	\$ 83.00
Fire Plan Check Fee (20%)	\$ 2,645.24
Fire Inspection Fee	\$
New Addressing (per building) (\$42.00)	\$ 210.00

Total Building Fees \$ 44,666.64

ELECTRICAL

Electrical Fee (12.5% of permit fee)	\$ 2,543.50
Service up to 325 amps (\$166.00)	\$ _____
Service 325-1000 amps (\$249.00)	\$ _____
Service over 1000 amps(\$249.00)	\$ _____
Commercial Generator (\$249.00)	\$ _____
Residential Generator (\$166.00)	\$ _____
Misc. Electrical (\$83.00)	\$ _____

Total Electrical Fees \$ 2,543.50

MECHANICAL

Mechanical Fee (7.5% of permit fee)	\$ 1,526.10
Residential HVAC (\$166.00)	\$ _____
Commercial HVAC (\$249.00)	\$ _____
Prefab Metal Fireplace (\$166.00)	\$ _____
Masonry w/Gas Insert (\$166.00)	\$ _____
Misc. Mechanical (\$83.00)	\$ _____

Total Mechanical Fees \$ 1,526.10

PLUMBING

Plumbing Fee (10% of permit fee)	\$ 2,034.80
Water Heater (Gas or Electric-\$83.00)	\$ _____
Water Softener/Reverse Osmosis (\$83.00)	\$ _____
Misc. Plumbing (\$83.00)	\$ _____
Temporary Gas Release (\$83.00)	\$ _____
Above Ground Propane (\$166.00)	\$ _____
In-Ground Propane Tank (\$249.00)	\$ _____

Total Plumbing Fees \$ 2,034.80

STATE FEES

Strong Motion Fee	\$ 912.66
Green Building Fee	\$ 281.00

Total State Fees \$ 1,193.66

Tech. Cost Recovery Fee (6%) \$ 34,559.13

SUBTOTAL OF FEES:
(See back of page for impact fees/other applicable fees)

\$ 86,523.83

Please keep in mind this is an ESTIMATE of permit fees based on information received from the requesting party. Fee may differentiate at time of plan submittal based on submittal documents and the permit application.

ADDITIONAL FEES

Drainage Fee - <i>Thermalito Area Only</i> See Public Works Engineering Division Fee Schedule Exhibit B for fees	\$	n/a
SC-OR Sewer Connection Fee - No. of EDU's <u>71</u> 6,638.00 per EDU	\$	471,298.00
City Tap Connection Fee <u>1</u> \$331.32	\$	331.32

IMPACT FEES

Law Enforcement (Single Family - \$466.00)(Multi-Family - \$277.00) per unit
(Commercial - \$0.12)(Office - \$0.16)(Industrial - \$0.06) per sq. ft. \$19,390.00

Fire Suppression/Protection (Single Family - \$578.00)(Multi-Family - \$344.00)
per unit (Commercial - \$0.34)(Office - \$0.45)(Industrial - \$0.17) per sq. ft. \$24,080.00

Traffic/Circulation Systems Residential Uses (Single Family - \$1,976.00)
(Multi-Family - \$1,381.00) per unit (Commercial, Office & Industrial See Exhibit A) \$96,670.00

Storm Drainage System (Single Family - \$1,491.55)(Multi-Family - \$741.33)
per unit (Commercial, Office & Industrial \$0.598) per sq. ft. \$51,893.10

Sewer Collection Facilities (Single Family & Multi-Family - \$1,794.00 per EDU)
(Commercial, Office & Industrial - \$1,794.00 per EDU) \$125,580.00

General Government/Administration (Single Family-\$1,135.00)
(Multi-Family-\$676.00)(Commercial-\$0.30/Office-\$0.39/Industrial-\$0.15 per sq. ft. \$47,320.00

Park Development (Single Family - \$3,838.00) (Multi-Family - \$2,285.00) per unit \$159,950.00

Jail Facilities (Single Family - \$455.89)(Multi-Family - \$363.63)
(Mobile Home - \$372.22) per unit \$25,454.10

SUBTOTAL OF OTHER FEES: \$1,021,966.52

PUBLIC WORKS FEES

Site Improvement Construction Inspection Fee - (min. \$162.95) \$ TBD
3.0% of engineers estimated construction cost,

Site Improvement Construction Plan Check Fee—(min.\$162.95) \$ TBD
1.5% of engineers estimated construction cost,

FIRE DEPARTMENT FEES

Fire Alarm System Plan Review Fee (\$323.00) & Inspection Fee (\$265.00) \$

Fire Protection System (Ansul) Plan Review Fee (\$226.00) Inspection Fee (\$184.00) \$

Fire Sprinklers - New Construction - 1-200 sprinklers Plan Review Fees (\$226.00)
Inspection Fee (\$265.00), Tenant Improvement 1-50 sprinklers Plan Review Fees
(\$226.00) & Inspection Fee (\$184.00) \$ TBD

SCHOOL FEE (if applicable, these fees are to be paid prior to Building Permit issuance to district. Contact the School District at (530) 538-2300; Ext. 105 to see if any fees will be applicable to your project.

FEATHER RIVER RECREATION & PARK DISTRICT (FRRPD) FEE: (per residential unit)

Single Family attached \$1,160.00—Single Family detached \$1,196.00—Multi-family \$1,063.00

Fee **Estimate** Total (Both Front/Back Page): \$1,108,490.35

(which do not include Public Works site improvement, Fire Sprinklers, School or FRRPD fees listed above.)

**CITY OF OROVILLE
RESOLUTION NO. 8630**

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING VARIOUS FUNDING RELATED ACTIONS FOR AN AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM GRANT APPLICATION INCLUDING AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN OPTION AGREEMENT WITH VALLEY STAR PARTNERS, LLC FOR THE PURCHASE OF THE PROPERTY IDENTIFIED AS 2355 FEATHER RIVER BOULEVARD (APN: 035-030-099)

(Agreement No. 3227)

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

1. The Vice Mayor is hereby authorized and directed to execute an Option Agreement with Valley Star Partners, LLC, property owner of 2355 Feather River Boulevard (APN: 035-030-099), allowing the City the exclusive right to purchase the property through December 31, 2016, subject to the terms and conditions in the Agreement. A copy of the Agreement is attached to this Resolution.
2. An expenditure of approximately \$500,000 from existing traffic impact fees for new curb/gutter/sidewalk, bike lanes, sidewalks improvements, landscaping, and other multi-modal transportation infrastructure on the east side of Feather River Boulevard from Oro Dam Boulevard to Montgomery Street.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on July 18, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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/

Janet Goodson, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

OPTION AGREEMENT

This Option Agreement (“Agreement”) is made as of July 18, 2017 between Valley Star Partners, LLC (“Optionor”) and the City of Oroville (“Optionee”).

Recitals

A. Optionor is the owner of certain real property situated in Butte County, California, commonly known as 2355 Feather River Boulevard, Oroville, CA 95966, also known as APN 035-030-099 and more particularly described in attached Exhibit A, incorporated by reference (“Property”).

B. Optionee desires to acquire the exclusive right to purchase the Property at Fair Market Value. The exact purchase price is to be determined pursuant to the Uniform Standards of Professional Appraisal Practice by a qualified appraiser to be selected and paid for by the Optionee.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Option to Purchase

Optionor grants to Optionee an option to purchase the Property on the terms and conditions of this Agreement.

Section 2. Consideration for Option

Within 20 business days of the execution of this Agreement, Optionee shall pay to Optionor as consideration the sum of One Hundred Dollars and no cents (\$100.00) for the option. If the option granted under this Agreement is exercised by Optionee, Optionor agrees to credit the full amount of the option consideration to the purchase price of the Property.

Section 3. Term

This Agreement shall be effective as of the date of this Agreement and shall expire at 5:00 p.m., Pacific Standard Time on December 31, 2017 (“Option Term”).

Section 4. Access to Property During the Option Term

Optionee or its designee shall have access to the Property for non-destructive purposes and activities related to the assessment and evaluation of the Property for suitability as to Optionee’s intended purpose for which the Property is being evaluated for purchase.

Section 5. Exercise

Provided Optionee is not in default under this Agreement, this option may be exercised by Optionee delivering to Optionor before the expiration of the Option Term written notice of the exercise (“Exercise Notice”), which shall state that the option is exercised subject to the following conditions:

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- (a) Setting of the Purchase Price at Fair Market Value, to be determined pursuant to the Uniform Standards of Professional Appraisal Practice by a qualified appraiser to be selected and paid for by the Optionee; and
- (b) Execution of a Real Estate Purchase and Sale Agreement to be negotiated in good faith between the Optionor and Optionee.

Section 6. Representations and Warranties

Optionor warrants that Optionor is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens, and other encumbrances, except as permitted in the Purchase Agreement. If this option is exercised by Optionee, Optionor will convey title to the Property by grant deed. During the Option Term and until the Property is conveyed to Optionee, if this option is exercised, Optionor will not encumber the Property in any way nor grant any property or contract right relating to the Property without the prior written consent of Optionee.

Section 7. Time of Essence

Time is of the essence for this Option Agreement. If the option is not exercised in the manner provided in Section 4 hereof before the expiration of the Option Term, Optionee shall have no interest in the Property and the option may not be revived by any subsequent payment or further action by Optionee.

Section 8. Notices

All notices, demands, requests, exercises, and other communications under this Agreement by either party shall be in writing and:

- (a) sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, or
- (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or
- (c) sent by electronic mail, facsimile or similar means if a copy of the notice is also sent by United States Certified Mail; in which case notice shall be deemed delivered on transmittal by electronic mail, facsimile or other similar means, provided that a transmission report is generated that reflects the accurate transmission of the notices, as follows:

Optionor:

Valley Star Partners, LLC
 Attn: _____

Optionee:

City of Oroville
 Attn: City Administrator
 1735 Montgomery Street
 Oroville, CA 95965

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These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt of that notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 9. Transfer

Optionee may not assign or transfer this Agreement and the rights under it without Optionor's prior written consent.

Section 10. Survival

The terms of this Agreement shall survive the close of escrow of the Property unless there is a contradiction between the Real Estate Purchase and Sale Agreement and this Agreement, in which event the Real Estate Purchase and Sale Agreement shall control.

Section 11. Successors

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assignees of the parties to this Agreement.

Section 12. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

Section 13. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

Section 14. Further Assurances

Whenever requested by the other party, each party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

Section 15. Third-Party Rights

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 16. Integration and Negotiated Agreement

This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the option for the Property. This Agreement has been negotiated and shall not be construed against the party responsible for drafting all or parts of this Agreement.

Section 17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 18. Amendment

This Agreement may not be amended or altered except by a written instrument executed by Optionor and Optionee.

Section 19. Partial Invalidity

Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force.

Section 20. Exhibits

All attached exhibits are incorporated in this Agreement by this reference.

Section 21. Authority of Parties

All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.

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Section 22. Jurisdiction and Governing Law

The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of California. Optionor and Optionee expressly agree that the Superior Court of California, County of Butte shall have exclusive jurisdiction over all legal actions brought based upon or arising out of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OPTIONOR:

VALLEY STAR PARTNERS, LLC

By: _____

Name: _____

Its: _____

OPTIONEE:

CITY OF OROVILLE

By: _____

Name: Janet Goodson

Its: Vice Mayor

**CITY OF OROVILLE
RESOLUTION NO. 8631**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT WITH JAMBOREE HOUSING CORPORATION MUTUALLY AGREEING TO ENTER INTO NEGOTIATIONS CONCERNING THE PROPOSED HOUSING DEVELOPMENT PROJECT SHOULD THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM GRANT BE AWARDED

(Agreement No. 3228)

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

1. The Vice Mayor is hereby authorized and directed to execute an Exclusive Negotiation Agreement with Jamboree Housing Corporation providing Jamboree an exclusive right to negotiate with the City regarding the terms and conditions of a Disposition and Development Agreement (“DDA”) that will provide for the terms, conditions, and provisions for City’s sale of the project site (2355 Feather River Boulevard (APN: 035-030-099)) to Jamboree, and Jamboree’s design, financing, construction, development, and operation and maintenance of the project on the site. 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 special meeting on July 18, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Janet Goodson, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT (“Agreement”) is entered into this dated as of July ___, 2017 by and between the CITY OF OROVILLE, a California municipal corporation (“City”), and JAMBOREE HOUSING CORPORATION, a California nonprofit public benefit corporation (“Developer”).

RECITALS

A. City is a California municipal corporation. City has as one of its goals increasing, improving and preserving the community’s supply of housing, available at affordable housing cost, to persons and families of low- to moderate-income, lower income, very low income, and extremely low income.

B. Developer has informed City that Developer is interested in developing an affordable housing project, the key components, principles, and objectives of which are summarized in Section 200 of this Agreement (“Project”), on certain real property (“Site”) located within the City of Oroville, California. A Site Map depicting the Site is attached hereto as Exhibit “A” and incorporated herein.

C. As of the date of this Agreement, the Site is owned in fee by Valley Star Partners, LLC (the “Site Owner”). City has initiated actions to acquire the Site through a negotiated, voluntary acquisition. Concurrently with this Agreement, City and the Site Owner have entered into an Option Agreement (the “Option Agreement”), wherein the Site Owner has granted to City an option to purchase the Site.

D. Developer has undertaken a preliminary review of the feasibility of development and operation of the Project and, based upon its review to date, and although design, rent and financial structure have not been fully determined, Developer believes that the Project is feasible and that the financing sources proposed to be obtained by Developer are obtainable. Accordingly, City is entering into this Agreement and affording Developer the valuable opportunity to negotiate for acquisition and development of the Site for a limited period of time as set forth herein.

E. Based on (i) the interest of Developer, (ii) assurances by Developer that Developer is experienced in the development and operation of high quality affordable residential projects, (iii) the desirability of accomplishing the development of affordable rental housing, and (iv) the belief of Developer that the Project can be accomplished on a basis that provides a fair and reasonable return to both parties, the parties mutually desire to enter into negotiations concerning possible development of the Project.

F. City and Developer wish to enter into this Agreement to provide an exclusive period of negotiation pertaining to the Site, subject to all of the terms and conditions of this Agreement. City will not enter into discussions with other developers during the period of negotiations as established in Section 402 of this Agreement.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

100. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide an exclusive right to negotiate with City regarding the terms and conditions of a Disposition and Development Agreement (“DDA”) that will provide for the terms, conditions, and provisions for City’s sale of the Site to Developer, and Developer’s design, financing, construction, development, and operation and maintenance of the Project on the Site. The parties agree that their representatives shall negotiate in good faith toward a mutually agreeable DDA for the City’s and Developer’s consideration and action with respect to the Project.

200. PRINCIPLES OF THE PROJECT

201. Identification of Negotiating Principles. While negotiating the terms and conditions of a DDA during the Term (as defined in Section 403) of this Agreement, the parties shall be guided, but not bound, by the following key components, principles, and objectives of the Project (collectively, the “Principles”):

201.1 Tax Credits. Developer’s timely application for an allocation of federal Low Income Housing Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Sections 50199, et seq. (the “Tax Credits”). In the event Developer’s application for Tax Credits is unsuccessful, Developer may make one timely reapplication for such Tax Credits during the next funding round. In the event Developer’s first reapplication for Tax Credits is unsuccessful, Developer may, subject to prior approval of the City Council, make a second timely reapplication for such Tax Credits during the next funding round. Developer will also be applying for: (i) funds from the State of California Department of Housing and Community Development pursuant to the Affordable Housing and Sustainable Communities (“AHSC”) program; (ii) funds from the State of California and/or the County of Butte pursuant to the HOME Investment Partnerships Program authorized pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act codified at 42 U.S.C. Section 12701 and the implementing regulations promulgated by the United States Department of Housing and Urban Development (“HUD”) set forth at 24 C.F.R. part 92 (“HOME Funds”), and (iii) funds from the U.S. Department of Agriculture Rural Housing pursuant to Section 515 of the Housing Act of 1949 (“RH Funds”).

201.2 Residual Receipts Loans. Developer’s payment of fair market value for the Site with City to carry back financing therefor with the purchase price evidenced by a residual receipts promissory note (“Site Note”) that shall be secured by a deed of trust against the Site (“Site Deed of Trust”). Additionally, City will finance Developer’s liability for any and all fees imposed by City that are directly related to the Project, including, without limitation, impact, planning, engineering and building fees, that shall also be evidenced by a residual receipts promissory note that shall be secured by a deed of trust.

201.3 Affordable Units. A design strategy that achieves approximately seventy (70) units. Sixty-Nine (69) units shall be available at an affordable rent to very low income

households, as defined in Section 50105 of the Health and Safety Code and lower income households, as defined in Section 50052.5 of the Health and Safety Code. Additionally, one (1) unit shall be designated as an unrestricted manager's unit. Eighteen (18) units shall be one (1) bedroom, twenty-seven (27) units shall be two (2) bedroom, sixteen (16) units shall be three (3) bedroom, and nine (9) units shall be four (4) bedroom.

The parties agree that this Agreement shall be based on and guided by the foregoing Principles. The negotiations under this Agreement shall address, but need not conform to the exact details of the Principles, it being understood that the ultimate scope of the Project is subject to change in connection with the development of the scope of the Project outlined below in Section 300.

300. DEVELOPMENT OF SCOPE OF PROJECT

301. Design Concept Process. Developer agrees that its design, development and construction of the Project shall be consistent with the Principles, the Design Concept Plans (defined below) approved by the City, and shall be subject to all City discretionary entitlement proceedings and independent decision-making. The "Design Concept Plans" for the Project shall include a conceptual site plan, and conceptual elevations and sections of the Project improvements as they are proposed to be developed and constructed on the Site. The Project requires City Council consideration and action, and which as, if, and when ultimately approved by the City Council shall become the Project "Entitlement".

302. Entitlement Process

302.1 Submission of Plans. At Developer's sole cost and expense, Developer shall prepare and submit to the appropriate City department(s) for review and approval documents that are appropriate and necessary in order to obtain any and all discretionary entitlements for the development through construction and completion of the Project in accordance with the Schedule of Performance. Such documents, including the Design Concept Plans, are hereinafter referred to as the "Pre-Development Plans." Developer agrees to prepare and submit such Pre-Development Plans and related documents for the development of the Project pursuant to this Agreement within the times set forth in the Schedule of Performance.

302.2 Discretionary Entitlements. Within the times set forth therefore in the Schedule of Performance attached hereto and fully incorporated by this reference, Developer shall, at its own expense, secure or cause to be secured, any and all discretionary entitlements that may be required by the City or any other governmental agency with jurisdiction over the development, construction and operation of the Project. City shall, at no cost to City, provide all proper assistance to Developer in application for and securing these discretionary entitlements.

302.3 Compliance with CEQA. City has determined that the Project is exempt from the requirements of the California Environmental Quality Act, Public Resources Code 21000, *et seq.*, and the implementing regulations thereto in Title 14, California Code of Regulations, Sections 15000, *et seq.* (together, "CEQA"), pursuant to Sections 15192, 15194 and 15195 of Title 14 of the California Code of Regulations.

400. EXCLUSIVE GOOD FAITH NEGOTIATIONS

401. Good Faith Negotiations. Concurrently herewith, the parties agree to negotiate diligently and in good faith toward the terms and conditions of a mutually acceptable DDA and ancillary documents relating to the sale of the Site and the financing, construction and long term operation of the Project. City will not enter into negotiations with any other person or entity regarding the Site during the term of this Agreement other than the negotiations with the Site Owner described in this Section 401. Developer shall comply with the Schedule of Performance attached hereto as Exhibit “B”. City agrees to negotiate diligently and in good faith with the Site Owner towards the terms and conditions of a purchase and sale agreement for the sale of the Site by the Site Owner to City which permits Developer to access the Site for purposes of performing due diligence inspections and investigations, subject to satisfying reasonable insurance requirements (a “City/Site Owner Purchase Agreement”). The City/Site Owner Purchase Agreement shall not include terms that are inconsistent with this Agreement or the purposes of this Agreement, and shall provide for the close of escrow to occur on or before the end of the “Term” (as defined in Sections 402 and 403 below).

402. Original Term of Negotiations. The negotiation period will commence immediately and shall terminate at the expiration of the Term (as defined below), unless earlier terminated in accordance with the provisions of this Agreement. The parties agree to negotiate diligently and in good faith for a one hundred fifty (150) day period following the mutual execution and delivery of this Agreement (the “Original Term”).

403. Extensions of Term. Unless earlier terminated in accordance with the provisions of this Agreement, (i) the City Administrator of City may, in his or her sole and absolute discretion, agree in writing to extend the Original Term of this Agreement for up to two (2) ninety (90) day extension periods beyond the Original Term, and (ii) the Original Term shall be automatically extended for any period in which the Option Agreement is extended (any such extension shall be hereinafter referred to as an “Extension Period”). The Original Term and Extension Period(s), if any, are referred to herein as the “Term.”

If a DDA is signed and submitted by Developer by the end of the Term, then this Agreement shall be extended for sixty (60) days from the date of such submittal to enable City to (A) cause the DDA to be presented to the City Council for consideration and action to approve or disapprove the DDA; (B) consider and take action to approve the DDA at an open public meeting, and as necessary for the City to authorize the DDA, provided that nothing in this Agreement shall prejudice or predetermine the City’s action to approve or disapprove the DDA; and (C) sign the DDA. If City has not duly executed the DDA by such 60th day following expiration of the Term, then this Agreement shall automatically terminate unless the 60-day period has been mutually extended by Developer and the City Manager, who is hereby authorized to make such extension(s) in the Executive Director’s sole and absolute discretion.

404. Not a Binding or Final Agreement. The parties do not intend this Agreement to be a purchase agreement, license, option or similar contract or to in any manner whatsoever, pre-judge, pre-determine or otherwise pre-approve the Project, any Entitlement, the DDA, or any other decision or action related to the Project.

500. TERMINATION OF AGREEMENT

In addition to other provisions of this Agreement that provide for the termination hereof, this Agreement may be terminated by City in the event any of the following occurs:

A. If City and the Site Owner fail to enter into a City/Site Owner Purchase Agreement prior to the expiration or earlier termination of the Option Agreement, or the Site Owner and City enter into a City/Site Owner Purchase Agreement but the City/Site Owner Purchase Agreement is terminated pursuant to the terms thereof prior to the sale of the Site to City;

B. If, at the expiration of the Term, and for any reason whether by reason of negotiating impasse, or otherwise, Developer has not signed and submitted a DDA to City, then this Agreement shall automatically terminate;

C. If, during the Term, Developer fails to negotiate diligently and in good faith; provided however, City shall first provide written notice to Developer of such default and provide Developer ten (10) business days to commence to cure the default and, thereafter, to diligently prosecute the cure to completion;

D. If, during the Term, Developer is in default under any other provision of this Agreement; provided however, City shall first provide written notice to Developer of such default and provide Developer ten (10) business days to commence to cure the default and, thereafter, to diligently prosecute the cure to completion and complete the cure within thirty (30) days; provided, however, if the event is such that Developer cannot reasonably complete the cure within thirty (30) days, Developer shall not be in default hereunder so long as Developer commences the cure and diligently prosecutes the cure to completion within ninety (90) days.

501. Effect of Termination. In the event this Agreement is terminated as provided in this Section 500, no party shall have any rights, obligations, or liabilities hereunder following such termination, except as provided in Section 701.

600. SITE ACCESS

601. Developer Access to the Site. Commencing as of the date City and Site Owner enter into a City/Site Owner Purchase Agreement, Developer shall have access to the Site pursuant to the terms of the City/Site Owner Purchase Agreement.

602. Insurance. Prior to any entry upon the Site, or any portion thereof, and throughout the entire Term of this Agreement, Developer shall furnish or cause to be furnished to City (and Site Owner, if required pursuant to the City/Site Owner Purchase Agreement), evidence of the insurance coverage, policies, and endorsements required and specified in the City/Site Owner Purchase Agreement, and shall maintain, or cause to be maintained, such insurance pursuant to and as required by the City/Site Owner Purchase Agreement.

603. Indemnification. Developer does hereby indemnify and agree to defend (with counsel reasonably acceptable to City, and City shall not withhold its consent absent actual conflict of interest of Developer's proposed counsel), pay for, and hold harmless the Site Owner, City, and City's elected and appointed officials, officers, employees, contractors and agents from and against

any and all obligations, losses, injuries, damages, claims, liens, demands, liabilities and other costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with or arising out of or resulting directly or indirectly from any action or inaction, any performance or failure to perform, any work or activity of Developer or by or through any of its employees, agents, contractors, representatives or consultants of Developer permitted pursuant to the City/Site Owner Purchase Agreement and/or the grant of access to Developer pursuant to the City/Site Owner Purchase Agreement.

700. PRE-DEVELOPMENT PLANS

701. Acquisition of Pre-Development Plans. The parties recognize that the Developer will cause certain design plans, engineering plans and other development plans and documents (the "Development Plans") to be prepared which Development Plans are to be submitted to the City of Oroville in connection with the Developer's attempt to obtain development entitlements and permits for the Project. In the event that this Agreement is terminated because either (A) City fails to approve and/or execute the DDA or (B) City fails to approve the Development Plans, then, at the option of the City, to the extent assignable by Developer, all such Development Plans shall be assigned to and shall become the property of the City, so long as concurrently with such assignment, City reimburses Developer in full for all of its actual, documented costs and expenses associated with the Development Plans and City agrees to pay directly to the applicable consultants any outstanding charges in connection with such Development Plans, including, without limitation, any applicable transfer fee. Developer shall use its best and commercially reasonable efforts to incorporate a pre-approval of the foregoing assignment in each applicable contract or to obtain the appropriate written consents to assignment from all applicable designers/architects/engineers and deliver them to City promptly upon City's request. Within ten (10) business days after written request from City staff from time to time, Developer shall provide to City documentation for costs associated with the Development Plans.

800. DISPOSITION AND DEVELOPMENT AGREEMENT

The parties acknowledge and agree that this Agreement states the intention of the parties to negotiate toward bringing a DDA to the City Council for consideration and action. The parties have not reached agreement on the specific terms and provisions of such DDA, and do not intend to be bound to any DDA terms or the Principles until a final written DDA is approved, if at all, and thereafter executed by all parties as described in this Section 800. With respect to the exclusive negotiations for the DDA, this Agreement is merely an agreement to enter into a period of negotiations according to the Principles and concepts presented herein, reserving final discretion and approval (or disapproval) by Developer, City, and any other boards, commissions or other public agencies with jurisdiction over the Project as to any actions required of them, if any, with respect to the DDA and all the entitlements. If the negotiations hereunder culminate in a DDA that involves the sale of the Site to Developer, such contract will become effective only after and if it has been considered and approved by City Council, acting in its sole and absolute discretion.

900. GENERAL PROVISIONS

901. Developer's Findings, Determinations, Studies, and Reports. Developer agrees to submit to City, upon request from time-to-time, without representation or warranty, true and

complete copies of any and all reports and analyses obtained or procured by Developer, and which are in Developer's possession or control, in order to keep City fully apprised as to any and all matters related to the Project, including, without limitation, financial feasibility analyses, construction cost estimates, marketing studies and similar due diligence matters (collectively, the "Diligence Materials"). Should negotiations not result in a DDA between City and Developer, City may, subject to City obtaining any requisite third party consents, use the Diligence Materials provided by Developer in any way deemed by City to be of reasonable relevance to the Site (and the Development Plans) for future use, so long as concurrently with the termination of this Agreement, City reimburses Developer in full for all of its actual, documented costs and expenses associated with the Diligence Materials and City agrees to pay directly to the applicable consultants any outstanding charges in connection with such Diligence Materials, including, without limitation, any applicable transfer fee and/or fees associated with recertification or reliance certificates in connection with the Diligence Materials; provided, however, it is expressly acknowledged and agreed that City shall not use or rely upon any Diligence Materials without first having received the requisite third party consents therefor at City's sole cost and expense and Developer shall bear no liability whatsoever in connection with the Diligence Materials.

902. Full Disclosure. Developer agrees to make continuing full disclosure to City of the methods of financing to be used in the Project, all pertinent information requested by City concerning or relating directly or indirectly to the Project, Developer, its lenders, equity investors, funding sources, consultants, and other participants with respect to the Project.

903. Provision of Additional Information and Data. Developer shall cooperate with City and provide such additional information and data relating to the Project, the financing, Developer, and other participants as City may reasonably request.

904. Real Estate Commissions. City and Developer each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Each party shall indemnify, defend and hold the other free and harmless from and against any and all claims, costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this Agreement.

905. No City Liability for Costs. Developer acknowledges and agrees that City shall not have any responsibility to pay or reimburse Developer for costs and expenses incurred by Developer in connection with this Agreement, or the DDA, or the design, development or construction of the Project, or compliance by Developer with its obligations under this Agreement, or otherwise, except as provided in Sections 701 and 901 of this Agreement or unless City otherwise expressly assumes any such specific responsibility in the fully executed DDA.

906. Remedies. Except as expressly provided in this Agreement, each party agrees that it shall have no right to obtain any legal remedy, such as but not limited to monetary damages, including for reimbursement, lost profit or consequential damages, or any equitable remedy, such as but not limited to specific performance or injunctive relief, with respect to this Agreement, the proposed Project, the Development Plans, to enforce this Agreement or any provision hereof and

Developer expressly, intentionally and voluntarily waives any right it may have to file a notice of *lis pendens* against the Site, or any part thereof.

907. Interpretation. Wherever required by the context of this Agreement, the singular shall include the plural and the feminine shall include the masculine and vice versa. The words “include”, “including” and “included” wherever used in this Agreement shall be construed to be followed by the words: “without limitation”.

908. Notices. All notices or submittals required or permitted hereunder shall be delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to such party at its address shown below, or to any other place designated in writing by such party.

To City: City of Oroville
 1735 Montgomery Street
 Oroville, California 95965
 Attention: City Administrator

Copy to: City of Oroville
 1735 Montgomery Street
 Oroville, California 95965
 Attention: Scott Huber, Esq.

To Developer: Jamboree Housing Corporation
 17701 Cowen Avenue, Suite 200
 Irvine, California 92614
 Attention: Laura Archuleta and Victoria Ramirez

Copy to: Rutan & Tucker, LLP
 611 Anton Boulevard, Suite 1400
 Costa Mesa, California 92626
 Attention: Patrick D. McCalla, Esq.

Any such notice or submittal shall be deemed received upon delivery, if delivered personally, one (1) business day after delivery to the courier if delivered by nationally recognized overnight courier, and three (3) business days after deposit into the United States mail if delivered by registered or certified mail.

909. Assignments. Except as expressly set forth below, without the express written consent of City, which consent may be withheld in its sole and absolute discretion, Developer shall not assign, sell, convey, hypothecate or otherwise transfer this Agreement in whole or in part, or any of Developer’s rights under this Agreement to any person or entity; provided, however, notwithstanding the foregoing or any provision to the contrary set forth herein, after prior written notice to City, together with a copy of the applicable organizational documents for the assignment, including the partnership or operating agreement for a partnership or limited liability company assignee, as applicable, Developer may assign its rights and obligations under this Agreement to any entity that directly or indirectly controls, is controlled by, or is under common control with

Developer or to any other entity in which Developer or an affiliate of Developer is the managing general partner or managing member, as applicable.

910. No Third Party Beneficiaries. Execution of this Agreement is not intended to confer any third party beneficiary rights in or create any liability on the part of any party to any third parties.

911. Governing Law/Exclusive Venue. This Agreement shall be interpreted in accordance with California law, without giving effect to choice of law provisions. The parties agree that in the event of litigation, exclusive venue shall be in the County of Butte, California, and the parties waive any objection to such forum as inconvenient or inappropriate.

912. Counterparts. This Agreement may be signed in one or more counterparts, each complete set of which shall constitute an original and all of which together shall constitute one and the same agreement.

913. Relationship to Other Laws. This Agreement shall be interpreted to only require the performance of acts that are consistent with federal, state and local laws, regulations and ordinances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set opposite their signatures.

CITY OF OROVILLE,
a California municipal corporation

By: _____
Don Rust, Acting City Administrator

ATTEST:

Don Rust, Acting City Clerk

APPROVED AS TO FORM:

Scott Huber, City Attorney

JAMBOREE HOUSING CORPORATION, a
California nonprofit public benefit corporation

By: _____
Print Name: Laura Archuleta
Title: President

EXHIBIT "A"

SITE MAP

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

<u>Item of Performance</u>	<u>Time for Completion</u>
1. AHSC Concept Application Submittal	
2. AHSC Full Application Submittal	
3. State HOME Application	
4. AHSC Award	
5. State HOME Award	
6. CDLAC/TCAC Applications	
7. CDLAC/TCAC Allocations	
8. Start Construction	
9. Complete Construction	

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD RUST, ASSISTANT CITY ADMINISTRATOR

**RE: AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH
COTA COLE & HUBER, LLP**

DATE: JULY 18, 2017

SUMMARY

The Council will consider an Amendment to the Legal Services Agreement with Cota Cole & Huber, LLP for City Attorney Services.

DISCUSSION

Cota Cole & Huber, LLP, currently provides City Attorney services to the City of Oroville. The current Agreement expires on July 31, 2017. Cota Cole & Huber, LLP has proposed an Amendment to the Agreement for City Attorney Services.

During the financial difficulties over the last years, Cota Cole & Huber, LLP voluntarily reduced the hourly rate for legal services by 6.5% as a show of solidarity with the City's desire to reduce personnel costs. Currently, general legal services are billed at \$173 per hour. Cota Cole & Huber, LLP will keep its hourly fees at \$173 per hour for general legal work from August 1, 2017 through July 31, 2018, \$185 per hour for general legal work from August 1, 2018 through July 31, 2019, and \$195 per hour for general legal work from August 1, 2019 through July 31, 2020. For Litigation Services and Paralegal Services, Cota Cole & Huber, LLP will keep the hourly rates unchanged through July 31, 2020. The Agreement has been independently reviewed and approved by outside counsel, Mark Habib, an attorney who represents the City on some specialized matters.

If approved, the Amendment to the Agreement is effective on August 1, 2017 and will terminate on July 31, 2020. However, the City of Oroville has the right to terminate the Agreement at any time without penalty.

FISCAL IMPACT

Retainer has been budgeted for 2017/18.

RECOMMENDATION

Adopt Resolution No. 8632 - A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN

AMENDMENT TO THE AGREEMENT WITH COTA COLE & HUBER, LLP FOR
CITY ATTORNEY LEGAL SERVICES – (Agreement No. 2004-4).

ATTACHMENTS

Resolution No. 8632
Agreement No. 2004-4

**CITY OF OROVILLE
RESOLUTION NO. 8632**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT
WITH COTA COLE & HUBER, LLP TO PROVIDE CITY ATTORNEY SERVICES**

(Agreement No. 2004-4)

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an amendment to the agreement with Cota Cole & Huber, LLP for City Attorney services. A copy of the amendment is attached 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 July 18, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Mark Habib, Special Counsel

Donald Rust, Acting City Clerk

**AMENDMENT TO AGREEMENT NO. 2004-4
FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE
AND COTA COLE & HUBER, LLP**

This Amendment dated July 18, 2017 is to the Agreement No. 2004 between the City of Oroville ("City") and Cota Cole & Huber LLP ("Law Firm").

A copy of Agreement No. 2004 is attached as Exhibit "A" including all prior amendments.

In consideration of terms and conditions herein, City and Law Firm agree that Agreement No. 2004 shall be amended as follows:

1. The hourly rate for general legal services performed under the Agreement is \$173 per hour from August 1, 2017 through July 31, 2018, \$185 per hour for general legal services from August 1, 2018 through July 31, 2019, and \$195 per hour for general legal work from August 1, 2019 through July 31, 2020. The hourly rate for Litigation Services and Paralegal Services will remain unchanged through July 31, 2020.
2. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 2004 as amended shall remain in full force effect.

CITY OF OROVILLE

COTA COLE & HUBER, LLP

Linda Dahlmeier, Mayor

Scott E. Huber

ATTEST:

APPROVED AS TO FORM:

Donald Rust, Acting City Clerk

Mark Habib, Special Counsel

"Where Students Come First"



2491 Carmichael Dr. Ste. 500
Chico, CA 95928
(530) 879-7462



Thank You

Dear ROP Partner,

All of us at the Butte County Regional Occupational Program wish to express our sincere appreciation for your support. Thank you on behalf of our staff and our students.

Sincerely,

Susan Steward

Susan Steward, Senior Director
Regional Occupational Program



"Committed to Career Success"

*Butte County Office of Education
Regional Occupational Program
Certificate of Appreciation*

presented to

City of Oroville

*In recognition of your valued commitment to the Butte County
Regional Occupational Program*

June 2017



Timothy J. Taylor
County Superintendent



Lusan Steward
ROP Director



Jane Hansdowre
ROP Instructor



July 3, 2017

City of Oroville
1735 Montgomery St
Oroville, CA 95965-4897



NOTICE OF PRICE INCREASE

RE: Corporate ID: 829013

Dear Valued AT&T Customer:

Thank you for using long distance voice communication services provided by AT&T.* We value your business and want to be sure you are kept aware of changes being made that may affect your service.

You may recall that AT&T previously notified you that, if you elected to retain your existing High Volume Calling II Plus (HVCII+) long distance voice service arrangement beyond the expiration date of your contract, you would be charged the published out of term (month-to-month) rate which is higher than your contracted rate.

This letter is to inform you that, effective August 12, 2017, the out of term switched access rates for HVCII+ will increase by approximately 20% over the currently published rates. These new rates will apply to customers whose term agreement has already expired. **If you are currently under contract and your term will expire in the future, you will not experience this rate increase until your term agreement has expired.**

Please see the chart on the back of this notice detailing the specific month-to-month usage rates you will experience upon term expiration.

As indicated in our prior notice, to avoid out of term rates we invite you to consider other AT&T offers. Our product line includes an array of very competitive traditional and Voice over IP (VoIP) long distance offers. Our goal is to provide you a window of opportunity to transition to one of these services. However, if you elect to retain your existing AT&T long distance voice plan beyond the expiration date of your contract, the out of term rates will apply.

Your business is important to us. We want to ensure that you are obtaining the best services for your needs. Please contact your Account Manager, call 1-800-321-2000 or visit our website at www.att.com if you have any questions regarding this notice, wish to cancel service prior to this rate increase or wish to learn more about alternative services available to you.

Thank you for choosing AT&T as your long distance carrier. We look forward to working with you to select the right AT&T products and services for your business needs.

Sincerely,

AT&T Business Services

* SBC Long Distance, LLC dba AT&T Long Distance

(Over)

**AT&T Long Distance Voice Service Rate Increase
High Volume Calling II+ Out of Term Rates
Effective August 12, 2017**

Switched Access

Commitment Level	Current Interstate Rate	New Interstate Rate	Percent Increase	Current CA Intrastate Rate	New CA Intrastate Rate	Percent Increase
\$600 Annual Commitment	\$1.6673	\$2.0008	20%	\$1.8113	\$2.1736	20%
\$2,400 Annual Commitment	\$1.6154	\$1.9385	20%	\$1.7585	\$2.1102	20%
\$6,000 Annual Commitment	\$1.5682	\$1.8818	20%	\$1.7585	\$2.1102	20%
\$9,000 Annual Commitment	\$1.7765	\$2.1318	20%	\$2.0237	\$2.4284	20%
\$12,000 Annual Commitment	\$1.7519	\$2.1023	20%	\$1.9738	\$2.3686	20%
\$18,000 Annual Commitment	\$1.7292	\$2.0750	20%	\$1.9738	\$2.3686	20%
\$24,000 Annual Commitment	\$1.7138	\$2.0566	20%	\$1.9738	\$2.3686	20%
\$30,000 Annual Commitment	\$1.7002	\$2.0402	20%	\$1.9738	\$2.3686	20%
\$42,000 Annual Commitment	\$1.6678	\$2.0014	20%	\$1.9738	\$2.3686	20%
\$60,000 Annual Commitment	\$1.6392	\$1.9670	20%	\$1.9154	\$2.2985	20%
\$90,000 Annual Commitment	\$1.6122	\$1.9346	20%	\$1.9154	\$2.2985	20%
\$120,000 Annual Commitment	\$1.5836	\$1.9003	20%	\$1.9154	\$2.2985	20%
\$180,000 Annual Commitment	\$1.5328	\$1.8394	20%	\$1.8596	\$2.2315	20%
\$240,000 Annual Commitment	\$0.7606	\$0.9127	20%	\$0.9671	\$1.1605	20%